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

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

Videoconference Information

Join from a PC, Mac, iPad, iPhone or Android device:
Please click this URL to join. https://us06web.zoom.us/j/86204992008?pwd=OWhvRXJtdE5OL3JiZUdNL3A3dkp6UT09
Passcode: 565873
Or One tap mobile:
+13462487799,,86204992008# US (Houston)
+12532158782,,86204992008# US (Tacoma)
Or join by phone:
Dial(for higher quality, dial a number based on your current location):
US: +1 346 248 7799 or +1 253 215 8782 or +1 720 707 2699 or +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656
Webinar ID: 862 0499 2008
International numbers available: https://us06web.zoom.us/u/kbYMyLyMkh

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

OPENING ITEMS

1. Invocation – Reverend Pat Bryant, Travis Baptist Church

2. Pledge of Allegiance

CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:

4a. SPECIAL SESSION OF JULY 14, 2021

4b. BRIEFING SESSION OF JULY 27, 2021

4. 2021-088 – RESOLUTION APPROVING A CONTRACT WITH FIELDTURF USA, INC., THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF TWO (2) ARTIFICIAL TURF FIELDS FOR FIELDS 5 AND 6 AT HOGAN PARK FOR A TOTAL COST OF $1,514,221.00; APPROVING $50,000.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 2) (GENERAL SERVICES)

5. 2021-089 – RESOLUTION APPROVING A CONTRACT WITH FIELDTURF USA, INC., THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF TWO (2) ARTIFICIAL TURF FIELDS AT REYES-MASHBURN-NELMS PARK FOR A TOTAL COST OF $1,349,678.00; APPROVING $75,000.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 2) (GENERAL SERVICES)

6. 2021-090 – RESOLUTION APPROVING A CONTRACT WITH MUSCO CORPORATION DBA MUSCO SPORTS LIGHTING, LLC, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF LED FIELD LIGHTING AT THE HOGAN PARK BILL WILLIAMS SOFTBALL COMPLEX FOR A TOTAL COST OF $1,835,972.00; APPROVING $183,597.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 2) (GENERAL SERVICES)

7. 096-2021 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR PROPOSALS FOR TURF AND LANDSCAPE MAINTENANCE SERVICES AND TO NEGOTIATE A CONTRACT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT: ALL) (GENERAL SERVICES)

8. 2021-091 – RESOLUTION REJECTING THE SOLE BID RECEIVED FOR THE REMOVAL OF WATER TREATMENT PLANT SOLIDS FROM THE WATER PURIFICATION PLANT (DISTRICT: NONE) (GENERAL SERVICES)

9. 2021-092 – RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR EMERGENCY REPAIR SERVICES OF A 21" WASTEWATER LINE IN THE BOTTOM OF SCHARBAUER DRAW BY EDGARDO MADRID & ASSOCIATES LLC FOR A TOTAL COST OF $146,364.07 (DISTRICT 3) (GENERAL SERVICES)

10. 2021-093 – RESOLUTION AWARDING A CONTRACT FOR THE NEW YORK AVENUE PAVING BOND PROJECT TO CD KING CONSTRUCTION, LLC, DOING BUSINESS AS JD KING, OF SEMINOLE, TEXAS, AT A TOTAL COST OF $2,096,751.37; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 2) (GENERAL SERVICES)

11. 097-2021 – MOTION AUTHORIZING THE MAYOR, CITY MANAGER AND CITY ATTORNEY TO EXECUTE FEDERAL AVIATION ADMINISTRATION GRANT #64 IN ORDER TO RECEIVE GRANT FUNDS FOR THE RELOCATION OF SV1A & SV1B GATES PROJECT AND THE AIRFIELD LIGHTING REHABILITATION PROJECT AT

MIDLAND INTERNATIONAL AIR & SPACE PORT (DISTRICT 4) (AIRPORTS)

12. 2021-094 – RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS ("CITIES") AND ATMOS ENERGY CORP., WEST TEXAS DIVISION (THE "COMPANY") REGARDING THE COMPANY'S 2021 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO DELIVER THIS RESOLUTION TO THE COMPANY AND CITIES' LEGAL COUNSEL (DISTRICT: NONE) (CITY MANAGER)

13. 2021-095 – RESOLUTION CALLING AN ELECTION FOR FOUR CITY OFFICIALS; AMENDING THE BOUNDARY OF THE CITY ELECTION AND CITY COUNCIL DISTRICTS; PROVIDING FOR USE OF ACCESSIBLE VOTING SYSTEMS; ESTABLISHING ELECTION PRECINCTS FOR SAID ELECTION; AND ESTABLISHING VOTE CENTERS FOR SAID ELECTION (CITY SECRETARY'S OFFICE)

14. 2021-096 – RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT WITH CASA DE AMIGOS FOR THE SENIOR NUTRITION GRAB-N-GO PROGRAM IN THE AMOUNT OF $30,000.00; AND ALLOCATING FUNDS (DISTRICT: ALL) (DEVELOPMENT SERVICES)

15. 2021-097 – RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT WITH THE SALVATION ARMY OF MIDLAND FOR THE HOMELESS MEAL AND FOODBOX PROGRAM IN THE AMOUNT OF $142,500.00; AND ALLOCATING FUNDS (DISTRICT: ALL) (DEVELOPMENT SERVICES)

16. 2021-098 – RESOLUTION AUTHORIZING AN OPERATING CERTIFICATE FOR RUBEN RAMIREZ TO OPERATE A LIMOUSINE BUSINESS; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE (DISTRICT: ALL) (POLICE)

17. 098-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE AMENDMENT (21-329-022) WITH MEDALLION CRUDE OIL LOGISTICS LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 4, 9, AND 16, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

18. 099-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (21-329-021) WITH ENDEAVOR ENERGY RESOURCES, LP., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 8, BLOCK 39, TOWNSHIP 2 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 2) (UTILITIES)

19. 100-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (21-329-025) WITH ENDEAVOR ENERGY RESOURCES, LP., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 8, BLOCK 39, TOWNSHIP 2 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 2) (UTILITIES)

20. 101-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (21-329-026) WITH ENDEAVOR ENERGY RESOURCES, LP., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 8, BLOCK 39, TOWNSHIP 2 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 2) (UTILITIES)

21. 102-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (21-329-024) WITH ENDEAVOR ENERGY RESOURCES LP., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 12 AND 13, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

SECOND READINGS

22. 10173 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 21.91-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 266 FEET EAST OF THE INTERSECTION OF HOMELAND DRIVE AND APPROXIMATELY 258 FEET EAST OF HOMESTEAD BOULEVARD); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES) (FIRST READING HELD JULY 13, 2021)

23. 10174 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 21.91-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS, AS AN AE, AGRICULTURAL ESTATE DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 266 FEET EAST OF THE INTERSECTION OF HOMELAND DRIVE AND APPROXIMATELY 258 FEET EAST OF HOMESTEAD BOULEVARD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD JULY 13, 2021)

24. 10213 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 8A,

BLOCK 27, WYDEWOOD ESTATES, SECTION 29, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH LOOP 250 WEST AND PRESTON DRIVE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (FIRST READING HELD JULY 27, 2021)

25. 10214 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.43-ACRE TRACT OF LAND OUT OF LOT 14, BLOCK 1, 349 RANCH ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SHAWNEE, APPROXIMATELY 175 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) (FIRST READING HELD JULY 27, 2021)

26. 10215 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE NORTH HALVES OF TRACTS 12, 13 AND 14, HILLCREST ACRES, AND THE ENTIRETY OF LOT 2, BLOCK 3, HILLCREST ACRES, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER AND HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF ANDREWS HIGHWAY, APPROXIMATELY 170 FEET EAST OF WOODCREST 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 (COUNCIL DISTRICT 4) (DEVELOPMENT SERVICES) (FIRST READING HELD JULY 27, 2021)

27. 10216 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 3, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MADISON STREET, APPROXIMATELY 97 FEET SOUTH OF SOUTH STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD JULY 27, 2021)

28. 10217 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 16, BLOCK 2, EASTOVER ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS

(GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF JESSE STREET AND EAST ILLINOIS AVENUE), BY PERMITTING A REDUCED MINIMUM LOT AREA, A REDUCED MINIMUM LOT WIDTH, AND A REDUCED MINIMUM LOT DEPTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; 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 2) (DEVELOPMENT SERVICES) (FIRST READING HELD JULY 27, 2021)

PUBLIC HEARINGS

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

29. 10218 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 3.093-ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 31, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-2, OFFICE DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF CHAMPIONS DRIVE AND NORTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

30. 10219 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 9.70-ACRE TRACT OF LAND OUT OF SECTION 7, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF OCCIDENTAL PARKWAY AND FAIRGROUNDS ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

31. 10220 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 15, TRACT B, GARDEN HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LOUISIANA AVENUE, APPROXIMATELY 315 FEET EAST OF NORTH CRESTVIEW ROAD), BY PERMITTING (1) AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS, (2) AN INCREASED MAXIMUM SQUARE FOOTAGE OF ALL ACCESSORY BUILDINGS, (3) A REDUCED MINIMUM SIDE YARD SETBACK, AND (4) A REDUCED MINIMUM REAR YARD SETBACK; 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)

32. 10221 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,790-SQUARE FOOT PORTION OF A 0.4-ACRE TRACT OF LAND OUT OF THE SOUTHWEST QUARTER OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND BANKHEAD HIGHWAY), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A VENDOR MARKET FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

MISCELLANEOUS

33. 2021-099 – RESOLUTION RECORDING A VOTE ON A PROPOSAL TO CONSIDER AN AD VALOREM TAX RATE FOR THE FISCAL YEAR 2021-2022 AND TO ESTABLISH A DATE TO HOLD A PUBLIC HEARING ON THE PROPOSED TAX RATE; ESTABLISHING DATES WHEN THERE WILL BE A RECORD VOTE ON THE TAX RATE; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO POST ALL APPROPRIATE NOTICES (DISTRICT: NONE) (FINANCE)

34. 10222 – AN ORDINANCE AMENDING TITLE X, “TRAFFIC REGULATIONS”, CHAPTER FOUR, “TRAFFIC CONTROL DEVICES”, SECTION 11, “SCHOOL ZONES”, OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10114; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION (DISTRICT: ALL) (ENGINEERING SERVICES)

35. 10223 – AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 9945; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION (DISTRICT: ALL) (ENGINEERING SERVICES)

36. 10224 – AN ORDINANCE AMENDING TITLE VI, “POLICE REGULATIONS”, CHAPTER 10, “DANGEROUS DOGS”, OF THE CITY CODE OF MIDLAND, TEXAS; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00);

CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION (LEGAL)

PUBLIC COMMENT

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

Respectfully Submitted,

Robert Patrick
City Manager

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

MIDLAND CITY COUNCIL
MINUTES
July 14, 2021

DRAFT

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 9:00 a.m., July 14, 2021.

Council Members present:	Patrick Payton, Spencer Robnett, Michael Trost, Scott Dufford, John Norman, Jack Ladd, Lori Blong
Council Members absent:	None
Staff members present:	City Manager Robert Patrick, City Attorney John Ohnemiller, Deputy City Manager Morris Williams, Assistant City Manager Tina Jauz

The meeting was called to order at 9:03 a.m.

SPECIAL SESSION

1. Conduct a budget work session for the purpose of reviewing and discussing the proposed 2021-2022 City of Midland Budget

   Interim Finance Director Christy Weakland made introductions and thanked the budget team for all of their work.

   Budget Manager Jamie Radcliff reported that the Fiscal Year 2021-2022 budget has gone through several levels of review. She shared a PowerPoint presentation reviewing population growth. Midland is now the 20th largest City in Texas with a population of 153,768 which is a 38% increase since 2010. She reviewed residential permits issued, and oil and gas permits issued. She reviewed the budget priorities set by Council and items in the budget that addressed those priorities.

   The proposed budget is based on the no new revenue tax rate of 37.1 cents per $100 of valuation. She reviewed Midland's property tax compared to surrounding and comparable cities noting that Midland is the lowest. She shared a chart of the combined tax rate from 2011 through 2021. She explained the changes in the law pertaining to budgeting and that the cap of increased revenue before voter approval is required is 3%. The average home value has increased by 6% and the average home valued at $288,698 is taxed $1,071.42.

   She reviewed the list of items that could be added if Council decides to adopt the voter approval rate. A chart of possible tax rates was reviewed. She reviewed each of the funds

highlighting major categories of revenue and expense for each fund.

City Manager Robert Patrick noted that a discussion needs to take place regarding hotel/motel funds. Staff was asked what it would take to make them whole. Potential funding sources include Hotel/Motel fund balance, MDC or CARES Act funds. Some groups are doing layoffs so this needs to be addressed. Council Member Blong noted that direction was given to the committee to focus on groups that put heads in beds. If that is not the direction, updated information needs to be given to the committee.

Danny Holeva, Arts Council Midland, emphasized the importance of arts organizations within the City noting that they have worked with the City for over 30 years to re-grant money for arts programming in the City. His funds were cut by 90% over the previous year and 38% the year before that. He appreciates the relationship he has with the City. He hopes they can meet at a half way point. The Celebration of the Arts is this weekend at the Bush Convention Center and it a free family event.

Following discussion, City Manager Robert Patrick summarized that he heard Council's desire was to make hotel/motel funding recipients whole and that $912,000 would be used of the CARES Act funds for that purpose. Consensus was received.

Ms. Radcliff reviewed the calendar of next steps to adopt the budget and tax rate. On August 10th the Council will establish the proposed tax rate. The public hearing on the budget and tax rate and the first readings of the ordinances will be August 24th. The second reading of the budget and tax rate ordinances will be September 14th.

All the business at hand having been completed, the meeting adjourned at 10:39 a.m.

PASSED AND APPROVED August 10, 2021.

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Patrick Payton, Mayor

ATTEST:

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Amy M. Turner, City Secretary

DRAFT

MIDLAND CITY COUNCIL
BRIEFING SESSION
MINUTES
July 27, 2021

The City Council convened in briefing session in the Council Chamber, City Hall, Midland, Texas, at 9:15 a.m., July 27, 2021.

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

The meeting was called to order at 9:16 a.m.

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

1. Receive an update from City Staff on the Automated Water Meter Collector Program

   Deputy City Manager Morris Williams gave a brief overview of the water meter collector program noting they have been installing the smart meters around town for the last ten years. The smart meters will help customers save on their monthly bills by providing detailed information about usage and allows customers to set up parameters and send alerts. It can help detect a leak in real time. The collectors are the antennaes in the system that collect data from the meters and sends it to Customer Service. Today there have been 40,000 meters installed which is about 80% complete. The collectors are set in City rights-of-way and parks. Nine collectors have been installed on stadium lights, elevated storage tanks and monopoles. The monopoles are 18 inches at the base and 75 feet tall. There will be a total of five monopoles installed. He shared a list of the areas where the collectors will be installed. There were two locations that were not good for aesthetic reasons at Haley Park and the polo grounds. Staff has been active in the process of moving those two poles so as not to be disruptive to the neighborhood. They have met with residents who have had concerns.

2. Receive a presentation from Development Services regarding planned developments and receive a presentation from Gary Bellomy of Oasis Development, LLC, regarding the proposed Oasis Planned Development

DRAFT

Development Services Director Chuck Harrington explained the difference between straight zoning and a planned development. Straight zoning is a fixed district; it has set requirements such as set backs and heights and requires strict adherence to the rules. The rules cannot be waived in trade. A planned development is different in that it allows a developer to propose a difference to the underlying zoning district. A planned development allows the City Council to control the appearance in order to protect certain areas and allows for the granting of concessions to a project. Changes require a new hearing if they are significant. A significant change can delay a project up to 12 weeks. Council Member Blong asked if there was a way to meet in the middle as she does not want to make it more difficult for the development community. Mr. Harrington reported there was one planned development that was approved at the request of the developer that included maximum square footage for a hotel, office buildings and residential with an overall density that could not be exceeded. It required a development committee made up of two Council Members and staff to review. The process worked well but the project has not yet been built. He reported they can research other options and report back.

Gary Belamy, Austin Texas, reviewed a development document explaining the different components and requirements of the plan. He explained the frontages noting there is a build-to line rather than a setback. He explained street types and utility standards and other standards such as bike paths. He reviewed the amendment procedures that essentially says if something is changed in the regulated plan there are five or six tests it goes through. If it doesn't change more than ten percent and doesn't eliminate a public open space, it can be approved by the director of planning. If it doesn't meet the tests it has to come back through Planning & Zoning and Council for approval of the change. The plan is parkable much like Centennial Park with on street parallel parking. Long term parking is always behind the buildings. The idea is a walkable development with open public space within 2-3 minutes of every household. He explained the four components of a walkable community including destination, plenty of paths, safety and shade. He shared a map showing the location of the Idea public school. He has submitted a draft of this plan to Planning along with a reimbursement agreement. They are asking to have infrastructure reimbursed based on the increased tax value of the property. They would like to break ground by the end of the year. They have an obligation to turn the school over in a year.

City Manager Robert Patrick reported they are asking for 75% of the property tax, hotel/motel tax and sales tax for up to 20 years. He reported the City has never done more than 10 years. City Attorney John Ohnemiller added that there are some things the developer is asking for that the City cannot do. Mr. Bellamy added that their infrastructure is $15-16 million and they are hoping to recover two-thirds to three-quarters of that cost. Mr. Patrick added that a discussion needs to take place on the water issue and working with Pioneer.

All the business at hand having been completed, the meeting adjourned at 10:00 a.m.

PASSED AND APPROVED August 10, 2021.

DRAFT

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

DRAFT

MIDLAND CITY COUNCIL
MINUTES
July 27, 2021

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., July 27, 2021.

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

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

OPENING ITEMS

1. Invocation – Monsignor Larry Droll, St Ann's Catholic Church

2. Pledge of Allegiance

PRESENTATIONS

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

    3a. Present a Proclamation honoring Tyler Stewart, the UIL 6A State Champion in boys singles tennis

CONSENT AGENDA

Lori Blong moved to approve the Consent Agenda items 4-23, excluding item(s) 12, 16; seconded by John Norman.

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

DRAFT

ABSENT: Dufford, Ladd

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. SPECIAL SESSION OF JULY 8, 2021

   4b. REGULAR SESSION OF JULY 13, 2021

5. 2021-082 – RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES, LTD., THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF A RESTROOM FACILITY AT WASHINGTON PARK FOR A TOTAL COST OF $256,781.00; APPROVING $25,000.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 2) (GENERAL SERVICES)

6. 081-2021 – MOTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH LUCK DESIGN TEAM, LLC, FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE HOGAN PARK MASTER PLAN AND THE HOGAN PARK PHASE II IMPROVEMENTS PROJECT; AND APPROPRIATING $2,513,940.00 FROM THE PARKS BOND PROJECTS FUND (126) TO A PROJECT ESTABLISHED BY THE CITY OF MIDLAND FINANCE DEPARTMENT (DISTRICT 2) (GENERAL SERVICES)

7. 082-2021 – MOTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE FLORIDA AVENUE AND COTTON FLAT ROAD WATER MAIN IMPROVEMENTS PROJECT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION, AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS (DISTRICT 2) (GENERAL SERVICES)

8. 2021-083 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH HENTHORN COMMERCIAL CONSTRUCTION, LLC, FOR THE RENOVATION OF THE WATER RECLAMATION FACILITY WAREHOUSE OFFICE AND OPERATIONS LABORATORY THROUGH BUYBOARD AT A TOTAL COST OF $84,682.34; APPROVING $12,702.35 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 2) (GENERAL SERVICES)

9. 2021-084 – RESOLUTION APPROVING THE FISCAL YEAR 2021-2022 BUDGET OF THE MIDLAND DEVELOPMENT CORPORATION, A TYPE A CORPORATION AS AUTHORIZED BY CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE (DISTRICT: NONE) (CITY MANAGER)

10. 083-2021 – MOTION APPROVING A CONTRACT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND STRONG ENVIRONMENTAL SERVICES, LLC, FOR THE INSTALLATION OF ADDITIONAL SECURITY MEASURES AT THE WESTERN

DRAFT

UNITED LIFE BUILDING (DISTRICT 2) (CITY MANAGER)

11. 084-2021 – MOTION AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT WITH THE MIDLAND DEVELOPMENT CORPORATION FOR THE CONSTRUCTION OF CERTAIN IMPROVEMENTS TO THE MIDLAND DRAW, AS AUTHORIZED BY CHAPTER 501 OF THE TEXAS LOCAL GOVERNMENT CODE (DISTRICT 2) (CITY MANAGER)

13. 2021-085 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO MCM OPERATING, LLC ("OPERATOR") TO DRILL SEVEN OIL AND GAS WELLS LOCATED IN SECTION 6, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 485 FEET SOUTH OF MOCKINGBIRD LANE AND BETWEEN 1,681 FEET AND 1,801 FEET EAST OF HOLIDAY HILL ROAD); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT (DISTRICT 1) (DEVELOPMENT SERVICES)

14. 2021-086 – RESOLUTION AUTHORIZING THE CITY MANAGER TO CONVEY A 0.382-ACRE TRACT OF LAND OUT OF SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (THE "CONVEYED TRACT"), TO THE OWNER OF PROPERTY ABUTTING THE CONVEYED TRACT IN EXCHANGE FOR SAID ABUTTING PROPERTY OWNER CONVEYING TO THE CITY A 0.253-ACRE TRACT OF LAND OUT OF LOT 2B, BLOCK 14, CLAYDESTA PLAZA, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (THE "ACQUIRED TRACT"); AUTHORIZING THE CITY MANAGER TO ACCEPT THE ACQUIRED TRACT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE AND FILE ALL DOCUMENTS NECESSARY TO CONVEY THE CONVEYED TRACT AND ACCEPT THE ACQUIRED TRACT, PURCHASE TITLE INSURANCE POLICIES AND HOLD THE CLOSINGS; ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, THE INSTRUMENT CONVEYING TO THE CITY THE ACQUIRED TRACT (DISTRICT 3) (ENGINEERING SERVICES)

15. 086-2021 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR PROPOSAL FOR AN OPERATOR FOR SERVICES ASSOCIATED WITH THE REMEDIATION OF T-BAR WELLFIELD REMEDIATION PLAN AS APPROVED BY THE TEXAS RAILROAD COMMISSION AND TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR SAID SERVICES; PROVIDED HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT: NONE) (UTILITIES)

17. 088-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (21-329-011) BETWEEN THE CITY OF MIDLAND AND ENVIRONMENTAL DISPOSAL SYSTEMS, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 24, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

18. 089-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE

DRAFT

(21-329-010) BETWEEN THE CITY OF MIDLAND AND ENVIRONMENTAL DISPOSAL SYSTEMS, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 24, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

19. 090-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND ENVIRONMENTAL DISPOSAL SYSTEMS, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 12 AND 24, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

20. 091-2021 – MOTION AUTHORIZING THE EXECUTION OF CHANGE ORDERS NUMBER 1 AND 2 WITH GARNEY CONSTRUCTION REGARDING THE NORTHEAST WATER SYSTEM IMPROVEMENTS; SAID CHANGE ORDERS TO BE IN THE AMOUNT OF $272,454.76 AND TO PROVIDE FOR PIPELINE ADJUSTMENTS AND PUMP IMPROVEMENTS (DISTRICT: ALL) (UTILITIES)

21. 092-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND PLAINS PIPELINE, LP, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 8, BLOCK 38, TOWNSHIP 1 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

22. 093-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND MCM OPERATING, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 24, BLOCK 40, TOWNSHIP 1 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 1) (UTILITIES)

23. 094-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND MCM OPERATING, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 6, BLOCK X, H.P. HILLARD SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 1) (UTILITIES)

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

12. 085-2021 – MOTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND DINI SPHERIS, INC., TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND, TEXAS, FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES (DISTRICT 2) (CITY MANAGER)

Council Member Trost asked what was the purpose of this item. Midland Development Corporation Executive Director Sara Harris reported that the company was being hired to do fundraising for Hogan Park, to lead the gift giving campaign and to establish a website.

Michael Trost moved to approve Motion No. 085-2021; seconded by Jack Ladd.

The motion passed by the following vote:

DRAFT

AYE: Payton, Robnett, Trost, Norman, Ladd, Blong
NAY: None
ABSTAIN: None
ABSENT: Dufford

16. 087-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (21-329-012) BETWEEN THE CITY OF MIDLAND AND ENVIRONMENTAL DISPOSAL SYSTEMS, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 24, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

Council Member Trost asked how the right-of-way licenses will affect the land since these are all City-owned properties. Utilities Director Carl Craigo reported these are all on Spraberry and will not affect any future operations. City Attorney John Ohnemiller reported there are several pipelines that criss-cross that area. Council Member Robnett asked to have a conversation about receiving payment of license fees up front instead of over a 5-10 year period.

Michael Trost moved to approve Motion No. 087-2021; seconded by Spencer Robnett.

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

SECOND READINGS

24. 10202 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1 AND 2, BLOCK 37, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST INDIANA AVENUE AND SOUTH E STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (FIRST READING HELD JULY 13, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10202.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10202; seconded by John Norman.

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

DRAFT

25. 10205 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,000-SQUARE FOOT PORTION OF LOT 1A, BLOCK 2, GRANDRIDGE PARK ADDITION, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF HOLIDAY HILL ROAD AND NORTH LOOP 250 WEST), WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (FIRST READING HELD JULY 13, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10205.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10205; seconded by John Norman.

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

26. 10206 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 57.55-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART MH, MANUFACTURED HOUSING DISTRICT, IN PART, AND BP, I-20 BUSINESS PARK, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, AND SHOPPING CENTER (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 530 FEET EAST OF SOUTH LAMESA ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD JULY 13, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10206.

John Norman moved to approve the second and final reading of Ordinance No. 10206; seconded by Jack Ladd.

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

DRAFT

27. 10207 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.42-ACRE TRACT OF LAND OUT OF LOT 1A, BLOCK 1, CYCLES ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF WEST BUSINESS INTERSTATE 20, APPROXIMATELY 450 FEET WEST OF SOUTH TRADEWINDS BOULEVARD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (FIRST READING HELD JULY 13, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10207.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10207; seconded by John Norman.

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

28. 10208 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 2.5-ACRE TRACT OF LAND OUT OF SECTION 30, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH FAIRGROUNDS ROAD, APPROXIMATELY 1,582 FEET SOUTH OF EAST LOOP 250 NORTH); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD JULY 13, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10208.

John Norman moved to approve the second and final reading of Ordinance No. 10208; seconded by Spencer Robnett.

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

29. 10209 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 14, BLOCK 3, PARK HILL ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST TENNESSEE AVENUE, APPROXIMATELY 190 FEET WEST FROM NORTH D STREET), BY PERMITTING A REDUCED MINIMUM

DRAFT

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) (FIRST READING HELD JULY 13, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10209.

Lori Blong moved to approve the second and final reading of Ordinance No. 10209; seconded by Michael Trost.

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

30. 10210 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 1 AND 2, BLOCK 182, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SOUTH BIG SPRING STREET AND WEST FLORIDA AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD JULY 13, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10210.

John Norman moved to approve the second and final reading of Ordinance No.10210; seconded by Jack Ladd.

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

31. 10211 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,600-SQUARE FOOT PORTION OF LOTS 9 AND 10, BLOCK 20, BELMONT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF RANKIN HIGHWAY, APPROXIMATELY 182 FEET SOUTH OF WEST TAYLOR AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID

DRAFT

PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (FIRST READING HELD JULY 13, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10211.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10211; seconded by John Norman.

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

32. 10212 – AN ORDINANCE CHANGING THE NAMES OF (1) THE PORTION OF YUCCA LANE LOCATED ADJACENT TO LOT 15, BLOCK 36, AND LOT 1, BLOCK 53, LONE STAR TRAILS II, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF RANCH AVENUE, APPROXIMATELY 289 FEET EAST OF RIO PLACE) AND (2) THE PORTION OF PIONEER ROAD LOCATED ADJACENT TO LOT 68, BLOCK 36, AND LOT 4, BLOCK 53, LONE STAR TRAILS II, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF RANCH AVENUE, APPROXIMATELY 580 FEET EAST OF RIO PLACE) TO “PIONEER CIRCLE”; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND DIRECTING THE CITY SECRETARY TO SEND THE MIDLAND EMERGENCY COMMUNICATIONS DISTRICT A CERTIFIED COPY OF THIS ORDINANCE (DISTRICT 1) (DEVELOPMENT SERVICES) (FIRST READING HELD JULY 13, 2021)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10212.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10212; seconded by Lori Blong.

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

PUBLIC HEARINGS

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

33. 2021-087 – RESOLUTION AMENDING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2020-2021 ACTION PLAN; AND AUTHORIZING THE ALLOCATION OF FUNDS

DRAFT

(DISTRICT: ALL) (DEVELOPMENT SERVICES)

Community Development Block Grant Manager Isaac Garnett reported this is the second public hearing regarding the emergency funding of Casa de Amigos and Salvation Army feeding programs.

Mayor Payton opened the public hearing at 10:21 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve Resolution No. 2021-087; seconded by Jack Ladd.

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

34. 095-2021 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC FOR THE DRILLING OF THE OIL AND GAS WELL CHARGER 115 MIPA UNIT #H115LS; SAID WELL BEING GENERALLY LOCATED 2,080 FEET WEST OF RANKIN HIGHWAY AND 520 FEET SOUTH OF WEST I-20 (DISTRICT 2) (DEVELOPMENT SERVICES)

Mayor Payton opened the public hearing at 10:22 a.m. There being no one present wishing to speak, the public hearing was immediately closed. This was a public hearing only.

35. 10213 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 8A, BLOCK 27, WYDEWOOD ESTATES, SECTION 29, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH LOOP 250 WEST AND PRESTON DRIVE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10213.

Development Services Director Chuck Harrington gave a brief overview of the item noting Cracker Barrel would like to serve alcoholic beverages. All requirements have been met, staff has no objections and no letters of objection were received. Staff recommends approval.

Mayor Payton opened the public hearing at 10:25 a.m.

DRAFT

Catherine Chamblee representing CBOCS reported this will put Cracker Barrel in line with their competitors. This is not expected to be a large part of their revenue. They wish this to complement their other beverages on their menu. When asked if this was the first Cracker Barrel to serve alcohol, she clarified this is one of the last.

There being no one else wishing to speak, the public hearing was closed at 10:27 a.m.

Michael Trost moved to approve the first of two readings of Ordinance No. 10213; seconded by Lori Blong.

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

36. 10214 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.43-ACRE TRACT OF LAND OUT OF LOT 14, BLOCK 1, 349 RANCH ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SHAWNEE, APPROXIMATELY 175 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)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10214.

Development Services Director Chuck Harrington gave a brief overview of the item noting there are a few lots in this area that were brought in as AE but do not meet the minimum requirements for AE. The property is vacant land and the owner would like to build a home. This will allow them to meet the minimum requirements to build.

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

Lori Blong moved to approve the first of two readings of Ordinance No. 10214; seconded by Jack Ladd.

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

37. 10215 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE NORTH HALVES OF TRACTS 12, 13 AND 14, HILLCREST ACRES, AND THE ENTIRETY OF LOT 2, BLOCK 3, HILLCREST ACRES, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING

DRAFT

DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER AND HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF ANDREWS HIGHWAY, APPROXIMATELY 170 FEET EAST OF WOODCREST 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 (COUNCIL DISTRICT 4) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10215.

Development Services Director Chuck Harrington gave a brief overview of the item noting the applicant is Safe Place and they are proposing a campus to combine all of their services in one property including overnight stays and offices. This will be in a PD and have mixed uses. Staff is in support of the request. No letters of objection have been received.

Mayor Payton opened the public hearing at 10:31 a.m.

Paladin Huckaba of Maverick Engineering, via Zoom, reported he was available if there were questions.

There being no one else wishing to speak, the public hearing was closed at 10:33 a.m.

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10215; seconded by Jack Ladd.

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

38. 10216 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 3, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MADISON STREET, APPROXIMATELY 97 FEET SOUTH OF SOUTH STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10216.

Development Services Director Chuck Harrington gave a brief overview of the item noting the existing lot is a vacant lot on the east side. No letters of objection were received.

Mayor Payton opened the public hearing at 10:35 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

DRAFT

John Norman moved to approve the first of two readings of Ordinance No. 10216; seconded by Michael Trost.

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

39. 10217 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 16, BLOCK 2, EASTOVER ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF JESSE STREET AND EAST ILLINOIS AVENUE), BY PERMITTING A REDUCED MINIMUM LOT AREA, A REDUCED MINIMUM LOT WIDTH, AND A REDUCED MINIMUM LOT DEPTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; 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 2) (DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10217.

Mayor Payton opened the public hearing at 10:36 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10217; seconded by Michael Trost.

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

PUBLIC COMMENT

40. 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.)

Shirley Howard, 405 Magnolia, gave kudos to the Mayor for stopping to speak with residents in the community and thanked those who participated in their parade. On behalf of District 2, the community would like to know what is going on with the White House which used to be the Federated Women's Club house. She received a complaint about how

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boards and commissions are handled. She would like to ensure that someone from every district is represented on boards and for it to be made clear that appointments can be made throughout the year as vacancies occur in addition to the annual recruitment. District 2 would also like to hear from their representatives who serve at-large. She also received complaints that the community had to read in the newspaper about what was happening at Hogan Park. They felt they should have been consulted and asked for input.

All the business at hand having been completed, the meeting adjourned at 10:45 a.m.

PASSED AND APPROVED August 10, 2021.

_____

Patrick Payton, Mayor

ATTEST:

_____

Amy M. Turner, City Secretary

DRAFT

City Council Meeting

Item Number: 4

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Regina Stephenson, Director

Subject: **RESOLUTION APPROVING A CONTRACT WITH FIELDTURF USA, INC., THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF TWO (2) ARTIFICIAL TURF FIELDS FOR FIELDS 5 AND 6 AT HOGAN PARK FOR A TOTAL COST OF $1,514,221.00; APPROVING $50,000.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 2) (GENERAL SERVICES)**

Purpose:

Approval of a resolution authorizing the execution of a contract with Fieldturf USA, Inc. through Buyboard Contract 560-18 for Turf Fields 5 and 6 at the Bill Williams Softball Complex at Hogan Park.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding in the amount of $1,564,221 is available in the Parks Bond Projects Fund (126) and will be appropriated to a project for said purpose.

Discussion:

Staff recommends the installation of Turf Fields 5 and 6 at the Bill Williams Softball Complex at Hogan Park through Buyboard contract 560-18. We are members of the Buyboard 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 memos from Cristina Burns, Community Services Director, for more information.

Therefore, please consider a resolution authorizing the execution of a contract for the installation of Turf Fields 5 and 6 at Hogan Park with Fieldturf USA, Inc. of Montreal, Canada through Buyboard contract 560-18 for a cost of $1,514,221 plus contingencies of $50,000.00 to cover any unforeseen conditions during installation for a total project cost of $1,564,221.00 for the Community Services Department.

Morris Williams Jr.

City Manager's Office

CITY OF MIDLAND
Community Services Department
Parks Division
Interoffice Memorandum

Date: July 14, 2021
To: Morris Williams Jr., Deputy City Manager
From: Cristina Burns, Community Services Director
Subject: Purchase of Artificial Turf for Fields 5 and 6 at Bill Williams Softball Complex at Hogan Park

In 2019, four artificial turf fields were installed at the Bill Williams Softball Complex, utilizing funds from a healthy Hotel-Motel fund. As part of that project, the design work was completed for all six of the softball fields within the complex. As part of the Hogan Master Plan Phase I developments, staff now recommends installation of artificial turf on fields 5 and 6. Completion of the six fields, along with the proposed upgrade to LED Musco lighting, will add great value to the Complex, as well as enhance the draw of tournaments to the facility.

Staff is recommending a Buy Board purchase from FieldTurf at the cost of $1,514,221. Staff also recommends adding a contingency of $50,000.00 to cover any unforeseen conditions during installation. Total funding requested for the project is $1,564,221.

Moving forward with the purchase allows the work to be done during the off season this fall/winter, just in time to use this coming February the start of season and tournaments.

The Field System is laser graded, compacted with a 6” layer of drainage stone for the “natural grass” look, all weather playability, low maintenance, and safe play. The fields will include inlaid markings, sleeves for bases, pitching rubbers and home plates. The fields will be a two-tone green in the "grass" areas with an ash brown "dirt" on the infield.

The DoublePlay system is currently being used by Texas Tech University, the University of Texas, the University of Houston, Toronto Blue Jays, University of Louisville, Ford Park in Beaumont and installed this past season at the University of Tennessee.

Funding in the amount of $1,564,221 is available in the Parks Bond Projects Fund (126) and will be appropriated to a project for said purpose.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH FIELDTURF USA, INC., THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF TWO (2) ARTIFICIAL TURF FIELDS FOR FIELDS 5 AND 6 AT HOGAN PARK FOR A TOTAL COST OF $1,514,221.00; APPROVING $50,000.00 FOR CONTINGENCIES; 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, Fieldturf USA, Inc., has submitted a total proposed cost to the City of $1,514,221.00 for the purchase and installation of two (2) artificial turf fields for Fields 5 and 6 at Hogan Park through Buyboard; and

WHEREAS, the Council finds the price proposed by Fieldturf USA, Inc., through Buyboard for the purchase and installation of said fields to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Fieldturf USA, Inc., for the purchase and installation of two (2) artificial turf fields for Fields 5 and 6 at Hogan Park through Buyboard; and

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

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for the purchase and installation of two (2) artificial turf fields for Fields 5 and 6 at Hogan Park, through Buyboard, for a total cost of $1,514,221.00. Said contract being attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That the sum of $50,000.00 for contingencies is hereby approved

for said project.

SECTION THREE. That the sum of $1,564,221.00 is hereby appropriated from the Parks Bond Projects Fund (126) to a project established by the City of Midland Finance Department for the purpose set forth herein.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Fieldturf USA, Inc., 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., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Partick, 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

21004072

THIS CONTRACT, effective the 11 day of August, 2021, by and between the City of Midland, hereinafter referred to as "CITY", and Fieldturf USA, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 1,514,221.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for turf installation at Bill Williams Fields 5 and 6 in the following documents, attached hereto and incorporated herein by referencefor all legal purposes.

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

3. **City:** The words "CITY's Representative" or "representative" shall mean Cristina Burns or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials,

supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

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

OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS ORPROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OREMPLOYEES, 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 OFITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE DOCUMENTED ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1.

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 ANDALL 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 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than October 1, 2021 and shall complete such work no later than twelve (12) weeks after COMPANY commences work on the project.

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 incorporatedin 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. Notwithstanding the foregoing, COMPANY shall be entitled to be paid for the work performed prior to the receipt of the notice of termination in accordance with the terms of this Contract; provided, however, that CITY shall not be obligated to pay COMPANY anything for any work not performed or the fee or profit COMPANY would have earned on the unperformed work.

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 said contract are completed, and CITY has inspected and approved thatthe work is completed and in compliance with the contract and all subsequent Change Orders, CITY shallthereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shallbe 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. **WAIVER: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN,IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE REPRESENATIVES BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE WORK CONTEMPLATED UNDER THIS CONTRACT.**

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

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees,contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY.Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a “Community of Pecuniary Interest” or an “Equal Right of Control” which would give rise to vicarious liability.

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

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

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

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

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

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

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

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

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:_____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By:_____

Name:_____

Title: _____

STATE OF_____§

§

COUNTY OF_____§

BEFORE ME, the undersigned authority, on this____ day of_____, 20___ personally appeared, _____, an officer of Fieldturf USA, 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 sameas the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the____day of_____, 20____.

_____
Notary Public, State of _____

Exhibit "A"

Date: **5/20/21**

To: **City of Midland**

From: David Ross
Phone: 816-886-8097
E-Mail: david.ross@fieldturf.com

Subject: **Pricing Proposal for Hogan Fields 5 & 6**

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Buy Board Cooperative Purchasing contract. Buy Board provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Buy Board Contract #641-21.

Click on the following BuyBoard hyperlink for due diligence documentation.

Hogan Field 5 & 6	LUMP SUM
FieldTurf DoublePlay Natural Approx. 84,630 sf per field Turf Includes (per field): • Installation of the artificial in-filled grass surface upon a suitable base • Inlaid Softball Markings • (8) Sets of Velcro Replacements • An 8 year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface; with exception on the home plate area, base paths and pitcher's mound which shall be 2 years instead of 8 years and there is no third party insurance Civil Scope Includes (per field): • Mobilization • Survey and layout of our work • Excavate field to required depth, moisture condition subgrade 6" deep • Laser-grade and compact subgrade to our required tolerances • Construct perimeter 12" x 8" concrete curb, reinforced with 2 continuous #4 rebar • Supply and install 30mil HDPE liner over subgrade, adhered behind new PT nailer at perimeter curb • Supply and install network of HDPE corrugated pipe o 8" HDPE Collector Pipe along foul lines o 12" HDPE Collector Pipe at outfield fence o 4 Nyloplast Catch Basins o 15" HDPE Outfall Pipe; outfall to be within 60' outside of turf limits • Supply and install 6" layer of drainage stone, laser graded and compacted to	$1,491,053.00

turf requirements • Supply and install set of sleeves, bases, pitching rubber home plate ***This proposal and offered pricing are based upon FieldTurf's typical dynamic base drainage system and storm water calculations. However, the scope of work/services and associated pricing are subject to change in the event of: (i) design and/or construction requirements of the local permitting authorities which dictate a change in design and/or construction and/or (ii) existing site conditions which are concealed, unknown and/or differ from readily available published data for the region.***	
Performance & Payment Bonds	$23,168.00
Total	**$1,514,221.00**

Price does not include:

a) Any costs associated with necessary charges relating to the delineation of the field
b) Unless otherwise specified, does not include any G-max testing
c) The supply of manholes or clean-outs or grates, or supply of the manhole covers
d) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price
e) Supply or installation of E layer (shock Pad)
f) Implementation of a storm water pollution prevention plan
g) Geotechnical testing, investigation of site
h) Soil stabilization or moisture conditioning, remediation of any type
i) Stabilized construction entrance
j) Rock Excavation
k) Allowances/contingencies
l) The provision of temporary power or washroom facilities
m) Supply or installation of perimeter safety fencing
n) Supply or installation of any athletic equipment not listed above
o) Supply or installation of time clocks, scoreboards, or communication systems
p) Supply, installation or replacement of padding, fencing and gates of any type if not listed above
q) Installation of manholes, junction boxes, gabions, rip rap, or storm drainage outside of turf limits, unless noted above
r) Adjusting of existing utilities such as electrical conduits, power poles, water, sewer, gas, cable, phone, drainage
s) Installation of concrete paving, flatwork or asphalt paving not listed above
t) Installation of any electrical, mechanical or plumbing associated with the field construction area not listed above
u) Locating, adjusting or capping existing irrigation main lines or heads
v) Protection of surface after completion
w) Supply or installation of sod, re-vegetation of existing other than what is disturbed
x) Maintenance of grass or vegetation within construction limits
y) Landscaping, planting of trees, bushes shrubs or irrigation to these items
z) Boring for utilities
aa) Small vehicle to tow maintenance equipment

bb) Once subgrade has been established, a proof roll will be performed to ensure structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be negotiated based on recommended methods per project Engineer.
cc) Taxes, permits and testing fees
dd) Any work not listed in the inclusions
ee) Any maintenance equipment

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The price of the base preparation is subject to increase in the event FieldTurf encounters any of the following site conditions: soil contamination; bedrock; unknown utilities; underground springs; unstable or unsuitable ground; and any concealed or unknown conditions.

NOTES:

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) remaining balance upon substantial completion of FieldTurf's obligations
c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and *force majeure*.
e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punchlist items.
h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.

i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
j) All colors are to be chosen from FieldTurf's standard colors.

Please contact Eric Fisher if you have any questions or require additional information regarding FieldTurf's SmartBuy Program: 888-209-0065, ext. 246 or via e-mail at eric.fisher@fieldturf.com. Be sure to visit our website at www.fieldturf.com



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 formof 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 contractand execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____day of_____, 20___.

_____	_____
Principal	Surety
By_____	By _____
Address_____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

_____	_____
Principal	Surety
By_____	By _____
Address_____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PerfB 2

EXHIBIT D – BUILDING WAGE RATES rev 01-01-21

General Decision Number: TX20210261 01/01/2021

Superseded General Decision Number: TX20200261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 28.00	22.35

ENGI0178-005 06/01/2020

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

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* IRON0084-011 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 25.26	7.13

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* PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING.	$ 12.27	0.00

IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80	0.00
LABORER: Mason Tender - Brick	$ 11.38	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58	0.00
LABORER: Pipelayer	$ 12.49	2.13
LABORER: Roof Tearoff	$ 11.28	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.25	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 16.22	0.34
OPERATOR: Forklift	$ 14.83	0.00
OPERATOR: Grader/Blade	$ 13.37	0.00
OPERATOR: Loader	$ 13.55	0.94
OPERATOR: Mechanic	$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.03	0.00
OPERATOR: Roller	$ 12.70	0.00
PAINTER (Brush, Roller, and Spray)	$ 15.00	0.73
PIPEFITTER	$ 25.80	8.55
ROOFER	$ 14.75	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 19.50	0.00

TILE FINISHER	$ 11.22	0.00
TILE SETTER	$ 14.74	0.00
TRUCK DRIVER: Dump Truck.	$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.	$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.	$ 12.50	0.00
TRUCK DRIVER: Water Truck.	$ 12.00	4.11

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

THE CITY OF MIDLAND

CONTRACT

21004072

THIS CONTRACT, effective the 11 day of August, 2021, by and between the City of Midland, hereinafter referred to as "CITY", and Fieldturf USA, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 1,514,221.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for turf installation at Bill Williams Fields 5 and 6 in the following documents, attached hereto and incorporated herein by referencefor all legal purposes.

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

3. **City:** The words "CITY's Representative" or "representative" shall mean Cristina Burns or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials,

supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

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

OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS ORPROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OREMPLOYEES, 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 OFITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE DOCUMENTED ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1.

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 ANDALL 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 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than October 1, 2021 and shall complete such work no later than twelve (12) weeks after COMPANY commences work on the project.

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 incorporatedin 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. Notwithstanding the foregoing, COMPANY shall be entitled to be paid for the work performed prior to the receipt of the notice of termination in accordance with the terms of this Contract; provided, however, that CITY shall not be obligated to pay COMPANY anything for any work not performed or the fee or profit COMPANY would have earned on the unperformed work.

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 said contract are completed, and CITY has inspected and approved thatthe work is completed and in compliance with the contract and all subsequent Change Orders, CITY shallthereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shallbe 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. **WAIVER: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN,IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE REPRESENATIVES BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE WORK CONTEMPLATED UNDER THIS CONTRACT.**

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

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees,contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY.Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

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

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

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

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

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

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

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

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:_____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By:_____

Name:_____

Title: _____

STATE OF_____§

§

COUNTY OF_____§

BEFORE ME, the undersigned authority, on this____ day of_____, 20___ personally appeared, _____, an officer of Fieldturf USA, 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 sameas the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the____day of_____, 20____.

_____
Notary Public, State of _____

Exhibit "A"

FieldTurf® A Tarkett Sports Company | THE ULTIMATE SURFACE EXPERIENCE

Date: **5/20/21**

To: **City of Midland**

From: David Ross
Phone: 816-886-8097
E-Mail: david.ross@fieldturf.com

Subject: **Pricing Proposal for Hogan Fields 5 & 6**

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Buy Board Cooperative Purchasing contract. Buy Board provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Buy Board Contract #641-21.

Click on the following BuyBoard hyperlink for due diligence documentation.

Hogan Field 5 & 6	LUMP SUM
FieldTurf DoublePlay Natural Approx. 84,630 sf per field Turf Includes (per field): • Installation of the artificial in-filled grass surface upon a suitable base • Inlaid Softball Markings • (8) Sets of Velcro Replacements • An 8 year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface; with exception on the home plate area, base paths and pitcher's mound which shall be 2 years instead of 8 years and there is no third party insurance Civil Scope Includes (per field): • Mobilization • Survey and layout of our work • Excavate field to required depth, moisture condition subgrade 6" deep • Laser-grade and compact subgrade to our required tolerances • Construct perimeter 12" x 8" concrete curb, reinforced with 2 continuous #4 rebar • Supply and install 30mil HDPE liner over subgrade, adhered behind new PT nailer at perimeter curb • Supply and install network of HDPE corrugated pipe o 8" HDPE Collector Pipe along foul lines o 12" HDPE Collector Pipe at outfield fence o 4 Nyloplast Catch Basins o 15" HDPE Outfall Pipe; outfall to be within 60' outside of turf limits • Supply and install 6" layer of drainage stone, laser graded and compacted to	$1,491,053.00

turf requirements • Supply and install set of sleeves, bases, pitching rubber home plate ***This proposal and offered pricing are based upon FieldTurf's typical dynamic base drainage system and storm water calculations. However, the scope of work/services and associated pricing are subject to change in the event of: (i) design and/or construction requirements of the local permitting authorities which dictate a change in design and/or construction and/or (ii) existing site conditions which are concealed, unknown and/or differ from readily available published data for the region.***	
Performance & Payment Bonds	$23,168.00
Total	**$1,514,221.00**

Price does not include:

a) Any costs associated with necessary charges relating to the delineation of the field
b) Unless otherwise specified, does not include any G-max testing
c) The supply of manholes or clean-outs or grates, or supply of the manhole covers
d) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price
e) Supply or installation of E layer (shock Pad)
f) Implementation of a storm water pollution prevention plan
g) Geotechnical testing, investigation of site
h) Soil stabilization or moisture conditioning, remediation of any type
i) Stabilized construction entrance
j) Rock Excavation
k) Allowances/contingencies
l) The provision of temporary power or washroom facilities
m) Supply or installation of perimeter safety fencing
n) Supply or installation of any athletic equipment not listed above
o) Supply or installation of time clocks, scoreboards, or communication systems
p) Supply, installation or replacement of padding, fencing and gates of any type if not listed above
q) Installation of manholes, junction boxes, gabions, rip rap, or storm drainage outside of turf limits, unless noted above
r) Adjusting of existing utilities such as electrical conduits, power poles, water, sewer, gas, cable, phone, drainage
s) Installation of concrete paving, flatwork or asphalt paving not listed above
t) Installation of any electrical, mechanical or plumbing associated with the field construction area not listed above
u) Locating, adjusting or capping existing irrigation main lines or heads
v) Protection of surface after completion
w) Supply or installation of sod, re-vegetation of existing other than what is disturbed
x) Maintenance of grass or vegetation within construction limits
y) Landscaping, planting of trees, bushes shrubs or irrigation to these items
z) Boring for utilities
aa) Small vehicle to tow maintenance equipment

bb) Once subgrade has been established, a proof roll will be performed to ensure structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be negotiated based on recommended methods per project Engineer.
cc) Taxes, permits and testing fees
dd) Any work not listed in the inclusions
ee) Any maintenance equipment

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The price of the base preparation is subject to increase in the event FieldTurf encounters any of the following site conditions: soil contamination; bedrock; unknown utilities; underground springs; unstable or unsuitable ground; and any concealed or unknown conditions.

NOTES:

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) remaining balance upon substantial completion of FieldTurf's obligations
c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and *force majeure*.
e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punchlist items.
h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.

i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
j) All colors are to be chosen from FieldTurf's standard colors.

Please contact Eric Fisher if you have any questions or require additional information regarding FieldTurf's SmartBuy Program: 888-209-0065, ext. 246 or via e-mail at eric.fisher@fieldturf.com. Be sure to visit our website at www.fieldturf.com



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 formof 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 contractand execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____day of_____, 20___.

_____	_____
Principal	Surety
By_____	By _____
Address_____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

_____	_____
Principal	Surety
By_____	By _____
Address_____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PerfB 2

EXHIBIT D – BUILDING WAGE RATES rev 01-01-21

General Decision Number: TX20210261 01/01/2021

Superseded General Decision Number: TX20200261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 28.00	22.35

ENGI0178-005 06/01/2020

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

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* IRON0084-011 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 25.26	7.13

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* PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING.	$ 12.27	0.00

IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80	0.00
LABORER: Mason Tender - Brick	$ 11.38	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58	0.00
LABORER: Pipelayer	$ 12.49	2.13
LABORER: Roof Tearoff	$ 11.28	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.25	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 16.22	0.34
OPERATOR: Forklift	$ 14.83	0.00
OPERATOR: Grader/Blade	$ 13.37	0.00
OPERATOR: Loader	$ 13.55	0.94
OPERATOR: Mechanic	$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.03	0.00
OPERATOR: Roller	$ 12.70	0.00
PAINTER (Brush, Roller, and Spray)	$ 15.00	0.73
PIPEFITTER	$ 25.80	8.55
ROOFER	$ 14.75	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 19.50	0.00

TILE FINISHER	$ 11.22	0.00
TILE SETTER	$ 14.74	0.00
TRUCK DRIVER: Dump Truck.	$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.	$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.	$ 12.50	0.00
TRUCK DRIVER: Water Truck.	$ 12.00	4.11

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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)).

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City Council Meeting

Item Number: 5

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Regina Stephenson, Director

Subject: **RESOLUTION APPROVING A CONTRACT WITH FIELDTURF USA, INC., THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF TWO (2) ARTIFICIAL TURF FIELDS AT REYES-MASHBURN-NELMS PARK FOR A TOTAL COST OF $1,349,678.00; APPROVING $75,000.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 2) (GENERAL SERVICES)**

Purpose:

Approval of a resolution authorizing the execution of a contract with Fieldturf USA, Inc. through Buyboard Contract 560-18 for two (2) artificial turf fields at Reyes-Mashburn-Nelms Park.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding in the amount of $1,424,678 is available in the Parks Bond Projects Fund (126) and will be appropriated to a project for said purpose.

Discussion:

Staff recommends the installation of two (2) artificial turf fields at Reyes-Mashburn-Nelms Park through Buyboard contract 560-18. We are members of the Buyboard 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 memos from Cristina Burns, Community Services Director, for more information.

Therefore, please consider a resolution authorizing the execution of a contract for the installation of two (2) artificial turf fields at Reyes-Mashburn-Nelms Park with Fieldturf USA, Inc. of Montreal, Canada through Buyboard contract 560-18 for a cost of $1,349,678.00 plus contingencies of $75,000.00 to cover the geotechnical survey and any other unforeseen costs for a total project cost of $1,424,678.00 for the Community Services Department.

Morris Williams Jr.

City Manager's Office

CITY OF MIDLAND
Community Services Department
Parks Division
Interoffice Memorandum

Date: July 14, 2021
To: Morris Williams Jr., Deputy City Manager
From: Cristina Burns, Community Services Director
Subject: Purchase of Artificial Turf for Reyes Mashburn Nelms Athletic Fields and Appropriating Funds to a Project

In accordance with the completed Reyes-Mashburn-Nelms Master Plan, two multi-purpose turf athletic fields are proposed on the south side of Cuthbert Road in the park. Staff is recommending a Buy Board purchase from FieldTurf at the cost of $1,349,678 to turf the two existing fields. In addition, staff recommends adding a contingency of $75,000.00 to cover the geotechnical survey that will be required, as well as any unforeseen obstacles that may occur during construction. Total for the project is $1,424,678.

Moving forward with the purchase allows the work to be done during the off season this fall/winter, in time to use the fields for the 2022 season.

The Fieldturf System is laser graded, compacted with a 6” layer of drainage stone for the “natural grass” look for all weather playability, low maintenance, and safe play.

Funding in the amount of $1,424,678 is available in the Parks Bond Projects Fund (126) and will be appropriated to a project for said purpose.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH FIELDTURF USA, INC., THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF TWO (2) ARTIFICIAL TURF FIELDS AT REYES-MASHBURN-NELMS PARK FOR A TOTAL COST OF $1,349,678.00; APPROVING $75,000.00 FOR CONTINGENCIES; 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, Fieldturf USA, Inc., has submitted a total proposed cost to the City of $1,349,678.00 for the purchase and installation of two (2) artificial turf fields at Reyes-Mashburn-Nelms Park through Buyboard; and

WHEREAS, the Council finds the price proposed by Fieldturf USA, Inc., through Buyboard for the purchase and installation of said fields to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Fieldturf USA, Inc., for the purchase and installation of two (2) artificial turf fields at Reyes-Mashburn-Nelms Park through Buyboard; and

WHEREAS, the City Council finds it to be in the public interest to approve $75,000.00 for contingencies;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for the purchase and installation of two (2) artificial turf fields at Reyes-Mashburn-Nelms Park, through Buyboard, for a total cost of $1,349,678.00. Said contract being attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That the sum of $75,000.00 for contingencies is hereby approved

for said project.

SECTION THREE. That the sum of $1,424,678.00 is hereby appropriated from the Parks Bond Projects Fund (126) to a project established by the City of Midland Finance Department for the purpose set forth herein.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Fieldturf USA, Inc., 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., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Partick, 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

21004074

THIS CONTRACT, effective the 11 day of August, 2021, by and between the City of Midland, hereinafter referred to as "CITY", and Fieldturf USA, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 1,349,678.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for installation of 2 artificialturf fields at Reyes-Mashburn-Nelms Park in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

3. **City:** The words "CITY's Representative" or "representative" shall mean Cristina Burns or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials,

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 REASONABLE DOCUMENTED ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES**

OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS ORPROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OREMPLOYEES, 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 OFITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE DOCUMENTED ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1.

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 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than October 4, 2021 and shall complete such work no later than fifteen (15) weeks after COMPANY commences work on the project.

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 incorporatedin 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 it 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) yearfrom 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. Notwithstanding the foregoing, COMPANY shall be entitled to be paid for the work performed prior to the receipt of the notice of termination in accordance with the terms of this Contract; provided, however, that CITY shall not be obligated to pay COMPANY anything for any work not performed or the fee or profit COMPANY would have earned on the unperformed work.

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 requestand invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed95% of the total

contract amount.

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

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

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

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

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

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

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

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

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN.**

17.6. **UNLESS OTHERWISE AGREED TO IN WRITING, COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK.**

18. **No Third Party Beneficiary:** CITY's approval of this contract does not create a third party

beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

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

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

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

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

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

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

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of

subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

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

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

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

23. **WAIVER: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN,IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE REPRESENATIVES BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE WORK CONTEMPLATED UNDER 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 doctrineof respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees,contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY.Further, it is specifically understood and agreed that

nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

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

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the

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

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

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

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

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

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

32. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) ofthe 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:_____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By:_____

Name:_____

Title: _____

STATE OF_____§

§

COUNTY OF_____§

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the____day of_____, 20____.

_____

Notary Public, State of _____

COOP PRICING PROPOSAL

City of Midland – Reyes Mashburn Park

05/20/21

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Buy Board Cooperative Purchasing contract. Buy Board provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Buy Board Contract #641-21.

Click on the following BuyBoard hyperlink for due diligence documentation.

1.800.724.2969 | info@fieldturf.com | fieldturf.com

COOP PRICING PROPOSAL

Reyes Mashburn Soccer Park	**LUMP SUM**
FieldTurf XT-57 on approx. 164,628 sf **Price includes:** **Design Services and Construction Documentation** **a)** Review existing Geotechnical information and Storm water calculations prepared by others **b)** Erosion Control Plan **c)** Layout Plan **d)** Grading Plan **e)** Utility Plan **f)** Field Marking Plan **g)** Detail Plans to include curbs, piping systems, base section and additional details as required to complete the installation of the field **h)** Furnish Sealed Drawings **Athletic Field Subsurface Drainage System & Synthetic Turf:** **i)** Mobilization **j)** Survey and layout of our work **k)** Laser-grade and compact subgrade to our required tolerances **l)** Construct perimeter 12" x 12" concrete curb, reinforced with 2 continuous #4 rebar **m)** Supply and install 30mil HDPE liner over subgrade, adhered behind new PT nailer at perimeter curb **n)** Supply and install network of HDPE corrugated pipe **o)** 12" HDPE Collector Pipe **p)** 15" HDPE Outfall Pipe; outfall to be within 100' outside of turf limits **q)** Supply and install 6" layer of drainage stone, laser graded and compacted to turf requirements **r)** Supply and install set of football goal posts **s)** Installation of the artificial in-filled grass surface upon a suitable base. **t)** (2) Sets of Football Inlays **u)** (2) Sets of Soccer Inlays **v)** An (8) year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface	$ 1,329,437.00
Performance & Payment Bonds	$ 20,241.00
Total	**$ 1,349,678.00**

1.800.724.2969 | info@fieldturf.com | fieldturf.com

COOP PRICING PROPOSAL

PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf XT-57 2.25" system, with the following product characteristics:

- **Pile Height:** 2.25 Inches
- **Infill Weight:** 3lbs sand & 3lbs ambient rubber per sq.ft.
- **Pile Weight:** 33 oz/yd2
- **Total System Weight:** 920 oz/yd2

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE DOES NOT INCLUDE:

a) Any costs associated with necessary charges relating to the delineation of the field
b) Unless otherwise specified, does not include any G-max testing
c) The supply of manholes or clean-outs or grates, or supply of the manhole covers
d) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price
e) Supply or installation of E layer (shock Pad)
f) Soil stabilization, remediation of any type
g) Stabilized construction entrance
h) Mass Excavation, Mass Grading, or Rock Excavation
i) Allowances/contingencies
j) The implementation of a Storm Water Pollution Prevention Plan
k) The provision of temporary power or washroom facilities
l) Supply or installation of perimeter safety fencing
m) Supply or installation of any athletic equipment not listed above
n) Supply or installation of time clocks, scoreboards, or communication systems
o) Supply, installation or replacement of padding, fencing and gates of any type if not listed above.
p) Installation of manholes, junction boxes, gabions, rip rap, or storm drainage outside of turf limits, unless noted above
q) Adjusting of existing utilities such as electrical conduits, power poles, water, sewer, gas, cable, phone, drainage
r) Installation of concrete paving, flatwork or asphalt paving not listed above
s) Installation of any electrical, mechanical or plumbing associated with the field construction area not listed above
t) Locating, adjusting or capping existing irrigation main lines or heads
u) Supply or installation of sod, re-vegetation of existing other than what is disturbed
v) Maintenance of grass or vegetation within construction limits
w) Landscaping, planting of trees, bushes shrubs or irrigation to these items
x) Boring for utilities

1.800.724.2969 | info@fieldturf.com | fieldturf.com

y) Protection of surface after completion
z) Once subgrade has been established, a proof roll will be performed to ensure structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be negotiated based on recommended methods per project Engineer.
aa) Site security.
bb) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
cc) Bond fees, Permit fees, Inspection fees.
dd) Field Graphics.
ee) Any maintenance equipment.
ff) A vehicle to tow FieldTurf maintenance equipment.
gg) All applicable taxes, prevailing wages, union labor and other labor law levies.
hh) Anything not explicitly noted in the inclusions.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.

Please feel free to reach out to any member of our project team with questions about our offer:

Brenda Armendariz
Project Manager
678-767-4937
Brenda.Armendariz@fieldturf.com

David Ross
Regional Sales Manager
816-886-8097
David.Ross@fieldturf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

Per: _____
Marie-Christine Raymond, Director of Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701
If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.

COOP PRICING PROPOSAL

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CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.

b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.

c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.

d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure

e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.

f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.

g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.

h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.

i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.

j) All colors are to be chosen from FieldTurf's standard colors.

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 formof 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 contractand execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____day of_____, 20___.

_____	_____
Principal	Surety
By_____	By _____
Address_____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

_____	_____
Principal	Surety
By_____	By _____
Address_____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PerfB 2

EXHIBIT D – Heavy and Highway Wage Rates rev 01-01-21

"General Decision Number: TX20210002 01/01/2021

Superseded General Decision Number: TX20200002

State: Texas

Construction Types: Heavy and Highway

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

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/gov contracts.

Modification Number	Publication Date
0	01/01/2021

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb.	$ 12.36	

Structures .....$ 13.52

LABORER
- Asphalt Raker.....$ 12.28
- Flagger.....$ 9.30
- Laborer, Common. ..... $ 10.30
- Laborer, Utility .....$ 11.80
- Work Zone Barricade Servicer .....$ 10.30

POWER EQUIPMENT OPERATOR:
- Asphalt Distributer..... $ 14.87
- Asphalt Paving Machine ..... $ 13.40
- Broom and Sweeper..... $ 11.21
- Crane, Lattice Boom 80 Tons or Less .....$ 16.82
- Crawler Tractor Operator..... $ 13.96
- Excavator, 50,000 lbs or less .....$ 13.46
- Front End Loader Operator, Over 3 CY .....$ 12.77
- Front End Loader, 3CY or less .....$ 12.28
- Loader/Backhoe. ..... $ 14.18
- Mechanic..... $ 20.14
- Milling Machine.....$ 15.54
- Motor Grader, Rough..... $ 16.15
- Motor Grader, Fine .....$ 17.49
- Pavement Marking Machine ..... $ 16.42
- Reclaimer/Pulverizer.....$ 12.85
- Roller, Asphalt ..... $ 10.95
- Roller, Other .....$ 10.36
- Scraper .....$ 10.61
- Spreader Box..... $ 12.60

Servicer .....$ 13.98

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate

includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

THE CITY OF MIDLAND

CONTRACT

21004074

THIS CONTRACT, effective the 11 day of August, 2021, by and between the City of Midland, hereinafter referred to as "CITY", and Fieldturf USA, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 1,349,678.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for installation of 2 artificialturf fields at Reyes-Mashburn-Nelms Park in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

3. **City:** The words "CITY's Representative" or "representative" shall mean Cristina Burns or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials,

supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

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

OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS ORPROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OREMPLOYEES, 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 OFITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE DOCUMENTED ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1.

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 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than October 4, 2021 and shall complete such work no later than fifteen (15) weeks after COMPANY commences work on the project.

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 incorporatedin 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 it 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) yearfrom 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. Notwithstanding the foregoing, COMPANY shall be entitled to be paid for the work performed prior to the receipt of the notice of termination in accordance with the terms of this Contract; provided, however, that CITY shall not be obligated to pay COMPANY anything for any work not performed or the fee or profit COMPANY would have earned on the unperformed work.

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 requestand invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed95% of the total

contract amount.

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

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

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

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

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

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

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

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

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN.**

17.6. **UNLESS OTHERWISE AGREED TO IN WRITING, COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK.**

18. **No Third Party Beneficiary:** CITY's approval of this contract does not create a third party

beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

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

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

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

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

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

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

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of

subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

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

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

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

23. **WAIVER: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN,IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE REPRESENATIVES BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE WORK CONTEMPLATED UNDER 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 doctrineof respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees,contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY.Further, it is specifically understood and agreed that

nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

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

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the

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

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

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

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

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

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

32. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) ofthe 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:_____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By:_____

Name:_____

Title: _____

STATE OF_____§

§

COUNTY OF_____§

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the____day of_____, 20____.

_____

Notary Public, State of _____

COOP PRICING PROPOSAL

City of Midland – Reyes Mashburn Park

05/20/21

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Buy Board Cooperative Purchasing contract. Buy Board provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Buy Board Contract #641-21.

Click on the following BuyBoard hyperlink for due diligence documentation.

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COOP PRICING PROPOSAL

Reyes Mashburn Soccer Park	**LUMP SUM**
FieldTurf XT-57 on approx. 164,628 sf **Price includes:** **Design Services and Construction Documentation** **a)** Review existing Geotechnical information and Storm water calculations prepared by others **b)** Erosion Control Plan **c)** Layout Plan **d)** Grading Plan **e)** Utility Plan **f)** Field Marking Plan **g)** Detail Plans to include curbs, piping systems, base section and additional details as required to complete the installation of the field **h)** Furnish Sealed Drawings **Athletic Field Subsurface Drainage System & Synthetic Turf:** **i)** Mobilization **j)** Survey and layout of our work **k)** Laser-grade and compact subgrade to our required tolerances **l)** Construct perimeter 12" x 12" concrete curb, reinforced with 2 continuous #4 rebar **m)** Supply and install 30mil HDPE liner over subgrade, adhered behind new PT nailer at perimeter curb **n)** Supply and install network of HDPE corrugated pipe **o)** 12" HDPE Collector Pipe **p)** 15" HDPE Outfall Pipe; outfall to be within 100' outside of turf limits **q)** Supply and install 6" layer of drainage stone, laser graded and compacted to turf requirements **r)** Supply and install set of football goal posts **s)** Installation of the artificial in-filled grass surface upon a suitable base. **t)** (2) Sets of Football Inlays **u)** (2) Sets of Soccer Inlays **v)** An (8) year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface	$ 1,329,437.00
Performance & Payment Bonds	$ 20,241.00
Total	**$ 1,349,678.00**

1.800.724.2969 | info@fieldturf.com | fieldturf.com

COOP PRICING PROPOSAL

PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf XT-57 2.25" system, with the following product characteristics:

- **Pile Height:** 2.25 Inches
- **Infill Weight:** 3lbs sand & 3lbs ambient rubber per sq.ft.
- **Pile Weight:** 33 oz/yd2
- **Total System Weight:** 920 oz/yd2

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE DOES NOT INCLUDE:

a) Any costs associated with necessary charges relating to the delineation of the field
b) Unless otherwise specified, does not include any G-max testing
c) The supply of manholes or clean-outs or grates, or supply of the manhole covers
d) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price
e) Supply or installation of E layer (shock Pad)
f) Soil stabilization, remediation of any type
g) Stabilized construction entrance
h) Mass Excavation, Mass Grading, or Rock Excavation
i) Allowances/contingencies
j) The implementation of a Storm Water Pollution Prevention Plan
k) The provision of temporary power or washroom facilities
l) Supply or installation of perimeter safety fencing
m) Supply or installation of any athletic equipment not listed above
n) Supply or installation of time clocks, scoreboards, or communication systems
o) Supply, installation or replacement of padding, fencing and gates of any type if not listed above.
p) Installation of manholes, junction boxes, gabions, rip rap, or storm drainage outside of turf limits, unless noted above
q) Adjusting of existing utilities such as electrical conduits, power poles, water, sewer, gas, cable, phone, drainage
r) Installation of concrete paving, flatwork or asphalt paving not listed above
s) Installation of any electrical, mechanical or plumbing associated with the field construction area not listed above
t) Locating, adjusting or capping existing irrigation main lines or heads
u) Supply or installation of sod, re-vegetation of existing other than what is disturbed
v) Maintenance of grass or vegetation within construction limits
w) Landscaping, planting of trees, bushes shrubs or irrigation to these items
x) Boring for utilities

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y) Protection of surface after completion
z) Once subgrade has been established, a proof roll will be performed to ensure structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be negotiated based on recommended methods per project Engineer.
aa) Site security.
bb) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
cc) Bond fees, Permit fees, Inspection fees.
dd) Field Graphics.
ee) Any maintenance equipment.
ff) A vehicle to tow FieldTurf maintenance equipment.
gg) All applicable taxes, prevailing wages, union labor and other labor law levies.
hh) Anything not explicitly noted in the inclusions.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.

Please feel free to reach out to any member of our project team with questions about our offer:

Brenda Armendariz
Project Manager
678-767-4937
Brenda.Armendariz@fieldturf.com

David Ross
Regional Sales Manager
816-886-8097
David.Ross@fieldturf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

Per: _____
Marie-Christine Raymond, Director of Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701
If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.

COOP PRICING PROPOSAL

1.800.724.2969 | info@fieldturf.com | fieldturf.com

CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.

b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.

c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.

d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure

e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.

f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.

g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.

h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.

i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.

j) All colors are to be chosen from FieldTurf's standard colors.

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 formof 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 contractand execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____day of_____, 20___.

_____	_____
Principal	Surety
By_____	By _____
Address_____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

_____	_____
Principal	Surety
By_____	By _____
Address_____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PerfB 2

EXHIBIT D – Heavy and Highway Wage Rates rev 01-01-21

"General Decision Number: TX20210002 01/01/2021

Superseded General Decision Number: TX20200002

State: Texas

Construction Types: Heavy and Highway

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

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/gov contracts.

Modification Number	Publication Date
0	01/01/2021

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb.	$ 12.36	

Structures .....$ 13.52

LABORER
- Asphalt Raker.....$ 12.28
- Flagger.....$ 9.30
- Laborer, Common. ..... $ 10.30
- Laborer, Utility .....$ 11.80
- Work Zone Barricade Servicer .....$ 10.30

POWER EQUIPMENT OPERATOR:
- Asphalt Distributer..... $ 14.87
- Asphalt Paving Machine ..... $ 13.40
- Broom and Sweeper..... $ 11.21
- Crane, Lattice Boom 80 Tons or Less .....$ 16.82
- Crawler Tractor Operator..... $ 13.96
- Excavator, 50,000 lbs or less .....$ 13.46
- Front End Loader Operator, Over 3 CY .....$ 12.77
- Front End Loader, 3CY or less .....$ 12.28
- Loader/Backhoe. ..... $ 14.18
- Mechanic..... $ 20.14
- Milling Machine.....$ 15.54
- Motor Grader, Rough..... $ 16.15
- Motor Grader, Fine .....$ 17.49
- Pavement Marking Machine ..... $ 16.42
- Reclaimer/Pulverizer.....$ 12.85
- Roller, Asphalt ..... $ 10.95
- Roller, Other .....$ 10.36
- Scraper .....$ 10.61
- Spreader Box..... $ 12.60

Servicer .....$ 13.98

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate

includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

City Council Meeting

Item Number: 6

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Regina Stephenson, Director

Subject: **RESOLUTION APPROVING A CONTRACT WITH MUSCO CORPORATION DBA MUSCO SPORTS LIGHTING, LLC, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF LED FIELD LIGHTING AT THE HOGAN PARK BILL WILLIAMS SOFTBALL COMPLEX FOR A TOTAL COST OF $1,835,972.00; APPROVING $183,597.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 2) (GENERAL SERVICES)**

Purpose:

Approval of a resolution authorizing the execution of a contract with MUSCO Corporation dba MUSCO Sports Lighting, LLC through Buyboard Contract 592-19 for LED Field Lighting at Hogan Park Bill Williams Softball Complex.

Recommended City Council Action:

Approve

Fiscal Impact:

The amount of $2,019,569 is available in the Parks Bond Projects Fund 126 and will be appropriated to a project for said purpose.

Discussion:

Staff recommends the installation of LED Field Lighting at Hogan Park Bill Williams Softball Complex through Buyboard contract 592-19. We are members of the Buyboard 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 memos from Cristina Burns, Community Services Director, for more information.

Therefore, please consider a resolution authorizing the execution of a contract for the installation of LED Field Lighting at Hogan Park Bill Williams Softball Complex with MUSCO Corporation dba MUSCO Sports Lighting, LLC of Oskalossa, IA through Buyboard contract 592-19 for a cost of $1,835,972 plus $183,597.00 in contingencies for a total project cost of $2,019,569.00.

Morris Williams Jr.

City Manager's Office

CITY OF MIDLAND

Community Services Department
Parks Division
Interoffice Memorandum

Date: July 14, 2021
To: Morris Williams Jr., Deputy City Manager
From: Cristina Burns, Community Services Director
Subject: Purchase and Installation of a LED Field Lighting at Bill Williams Softball Complex

The Community Services Department recommends the BuyBoard purchase of LED Field lights to be installed at the Hogan Park Bill Williams Softball Complex fields 1-6. This facility is used extensively by adults and children playing softball and baseball. Bill Williams Complex is Midland's home for multiple tournaments each year, bringing large numbers of visitors to Midland. Regular league play and practices are held on these fields each night of the week.

Since fields 1-4 were turfed, Bill Williams Complex has become Midland's premier facility for softball and baseball. Fields 5-6 are scheduled to receive artificial turf this fall, and this facility will continue to be used for recreational sports and tournaments.

The lighting improvements are a part of the $10 million that was intended for use at Hogan Park to complete Phase I improvements of the Hogan Park Master Plan. The $10 million is a part of the $25 million in 2021 Certificate of Obligation funds that was approved by Council for park improvements.

MUSCO's BuyBoard price is $1,835,972 and includes all engineering, materials, freight, crane, installation, warranty and technology. Staff requests a 10% contingency added to this amount to cover any unforeseen conditions that may arise. Total funds requested for installation of lights at the fields is $2,019,569.

The amount of $2,019,569 is available in the Parks Bond Projects Fund 126 and will be appropriated to a project for said purpose.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH MUSCO CORPORATION DBA MUSCO SPORTS LIGHTING, LLC, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF LED FIELD LIGHTING AT THE HOGAN PARK BILL WILLIAMS SOFTBALL COMPLEX FOR A TOTAL COST OF $1,835,972.00; APPROVING $183,597.00 FOR CONTINGENCIES; 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, Musco Corporation DBA Musco Sports Lighting, LLC, has submitted a total proposed cost to the City of $1,835,972.00 for the purchase and installation of LED field lighting at the Hogan Park Bill Williams Softball Complex, through Buyboard; and

WHEREAS, the Council finds the price proposed by Musco Corporation through Buyboard for said field lighting to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Musco Corporation for the purchase and installation of LED field lighting at the Hogan Park Bill Williams Softball Complex through Buyboard; and

WHEREAS, the City Council finds it to be in the public interest to approve $183,972.00 for contingencies;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for the purchase and installation of LED field lighting at the Hogan Park Bill Williams Softball Complex, through Buyboard, for a total cost of $1,835,972.00. Said contract being attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That the sum of $183,972.00 for contingencies is hereby approved

for said project.

SECTION THREE. That the sum of $2,019,569.00 is hereby appropriated from the Parks Bond Project (Fund 620) to a project established by the City of Midland Finance Department for the purpose stated herein.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Musco Corporation 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., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Partick, 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

21004063

THIS CONTRACT, effective the 11th day of August, 2021, by and between the City of Midland, hereinafter referred to as "CITY", and MUSCO Corporation dba MUSCO Sports Lighting, LLC, , hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 1,835,972.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for installation of LED Field Lighting at Hogan Park Bill Williams Softball Complex fields 1-6 in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

3. **City:** The words "CITY's Representative" or "representative" shall mean Cristina Burns or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials,

supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall obtain all permits and licenses necessary for the performance of this contract and pay all 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 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 eight (8) weeks after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 60 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials

with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

16. **Payment; Retainage:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of the contract are completed, and the CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the CITY may thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. The CITY shall be the final judge of when the work is completed by COMPANY. The CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the CITY's requirements.

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

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

17.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the CITY $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel

this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

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

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

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

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

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

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

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR**

CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

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

18. **No Third Party Beneficiary:** CITY's approval of this contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

19. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEYS' 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: EXCEPT FOR PAYMENT DUE UNDER THIS CONTRACT, NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND**

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

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

25. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

26. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for

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

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

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

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

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

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

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

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

33. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto.

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: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

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

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

_____
Notary Public, State of _____

Quote

Date: May 20, 2021
To: Andy Cedilo

Project: Hogan Park Bill Williams Ballfields
Midland, TX
Ref: 204549

BuyBoard
Master Project: 196290, **Contract Number:** 592-19, **Expiration:** 09/30/2021
Commodity: Parks and Recreation Equipment and Field Lighting Products and Installation

All purchase orders should note the following:
BuyBoard purchase – Contract Number: 592-19

Quotation Price – Materials Delivered to Job Site and Installation

Lighting & 6 MuscoVision™ Automated Sports Broadcasting

Ballfields 1-6 – 295' Radius ..... $ 1,835,972

Sales tax and bonding are not included.
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50 footcandles infield, 30 footcandles outfield and uniformity of 2:1 infield, 2.5:1 outfield
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- 29 Pre-cast concrete bases with integrated lightning grounding
- 29 Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- 29 Factory wired poletop luminaire assemblies
- 204 Factory aimed and assembled luminaires, including BallTracker® luminaires
- UL Listed assemblies

Environmental Light Control

- Spill light minimized
- Off-site glare light minimized

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

2018, 2021 Musco Sports Lighting, LLC

MuscoVision™ Automated Sports Broadcasting System

Camera Structure System

- Six (6) structures including poletop camera assembly with pole, base, wire harness and electrical components enclosures
- Six (6) backstop mounting brackets

MuscoVision™ Streaming Services

Control-Link® Scheduling and Support

- Training for Control-Link scheduling service
- Control-Link.com access for scheduling of broadcast
- Reporting and management tools
- 24/7/365 phone support

Distribution and Payment System

- Payment system with credit card processing
- Revenue sharing as detailed below
- Live and on-demand video streaming
- Content downloads
- Available via Apple TV, Roku, Amazon Fire TV, Android TV applications
- 750 hours of streaming included with purchase with additional hours available for purchase as needed

Operation and Warranty Services

- Five-year parts and labor for all MuscoVision components
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your broadcasting equipment – plus a network of 1800+ contractors

3rd Party Installation Responsibilities (under separate contract)

1. Installation of 6 - 30' galvanized steel poles (Barton Electric)
2. Supply and terminate 120v electric circuit to each pole Electrical Component Enclosure
3. Installation of MuscoVision control cabinets
   - (1) Automation Cabinet 16" x 32"
   - (1) Network Cabinet 16" x 32"
   - (1) Fiber Cabinet 20" x 20"
4. Supply and terminate 120v 20amp dedicated circuit to the MuscoVision Control Cabinets
5. Supply and terminate Cat 5 cable from customer Internet point of presence and the MuscoVision Control Cabinets
   - Recommended Cat 5 – Belden 7937A
6. Supply fiber run and termination from the MuscoVision Control Cabinets to each pole Electrical Component Enclosures
   - Recommended Fiber - Belden FDSD006P9 fiber cable and Mechanical Unicam type LC connectors

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Installation Services Provided

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any necessary power company fees and requirements.
6. Pay all permitting fees.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, pole harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on 2500 psf soils.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Musco Subcontractor Responsibilities

General:

1. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for material, (including electrical components enclosures), as needed.
3. Provide necessary waste disposal and daily clean up.
4. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
5. Obtain any required permitting.
6. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any such damage during construction.
7. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
8. Provide startup and aiming as required to provide complete and operating sports lighting system.
9. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Demolition:

1. Demolition of the (36) existing lighting poles, luminaires, and electrical component enclosures, and leave at owner designated location on-site. City will dispose of equipment.
2. Demolition of existing foundations to 2 ft (0.6 m) below grade.

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3. Leave existing power feed in place for connection to new pole locations.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (29) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect (29) dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to install new electrical service panels as required.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
3. Provide as-built drawings on completion of installation, **(if required)**.

Control System:

1. Provide labor, equipment, and materials to install (3) Musco control and monitoring cabinet(s) and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

Payment Terms

Musco's Credit Department will provide payment details.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

All purchase orders should note the following:
BuyBoard purchase – Contract Number: 592-19

Delivery Timing

6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 480 Volt, 3 Phase electrical system requirement.

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- Structural code and wind speed = 2015 IBC, 115 mi/h, Exposure C, Importance Factor II.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.
- Broadcasted events will be stored online for a period of three months.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Mitchel Stockton
Field Sales Representative
Musco Sports Lighting, LLC
Phone: 806-474-4743
E-mail: Mitchel.Stockton@musco.com

2018, 2021 Musco Sports Lighting, LLC

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of $50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

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

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

EXHIBIT D – Heavy and Highway Wage Rates rev 01-01-21

"General Decision Number: TX20210002 01/01/2021

Superseded General Decision Number: TX20200002

State: Texas

Construction Types: Heavy and Highway

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

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/gov contracts.

Modification Number	Publication Date
0	01/01/2021

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)……..	$ 13.55	
ELECTRICIAN.....	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	$ 12.36	

Structures.....$ 13.52

LABORER
- Asphalt Raker.....$ 12.28
- Flagger.....$ 9.30
- Laborer, Common.....$ 10.30
- Laborer, Utility.....$ 11.80
- Work Zone Barricade Servicer.....$ 10.30

POWER EQUIPMENT OPERATOR:
- Asphalt Distributer.....$ 14.87
- Asphalt Paving Machine.....$ 13.40
- Broom and Sweeper.....$ 11.21
- Crane, Lattice Boom 80 Tons or Less.....$ 16.82
- Crawler Tractor Operator……...$ 13.96
- Excavator, 50,000 lbs or less.....$ 13.46
- Front End Loader Operator, Over 3 CY.....$ 12.77
- Front End Loader, 3CY or less.....$ 12.28
- Loader/Backhoe.....$ 14.18
- Mechanic.....$ 20.14
- Milling Machine.....$ 15.54
- Motor Grader, Rough.....$ 16.15
- Motor Grader, Fine.....$ 17.49
- Pavement Marking Machine…….....$ 16.42
- Reclaimer/Pulverizer…….....$ 12.85
- Roller, Asphalt.....$ 10.95
- Roller, Other.....$ 10.36
- Scraper.....$ 10.61
- Spreader Box.....$ 12.60

Servicer.....$ 13.98

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate

includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

THE CITY OF MIDLAND

CONTRACT

21004063

THIS CONTRACT, effective the 11th day of August, 2021, by and between the City of Midland, hereinafter referred to as "CITY", and MUSCO Corporation dba MUSCO Sports Lighting, LLC, , hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 1,835,972.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for installation of LED Field Lighting at Hogan Park Bill Williams Softball Complex fields 1-6 in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

3. **City:** The words "CITY's Representative" or "representative" shall mean Cristina Burns or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials,

supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall obtain all permits and licenses necessary for the performance of this contract and pay all 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 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 eight (8) weeks after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 60 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials

with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

16. **Payment; Retainage:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of the contract are completed, and the CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the CITY may thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. The CITY shall be the final judge of when the work is completed by COMPANY. The CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the CITY's requirements.

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

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

17.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the CITY $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel

this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

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

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

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

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

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

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

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR**

CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

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

18. **No Third Party Beneficiary:** CITY's approval of this contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

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

COMPANY MIGHT OTHERWISE BE ENTITLED.

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

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. 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: EXCEPT FOR PAYMENT DUE UNDER THIS CONTRACT, NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND**

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

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

25. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

26. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for

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

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

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

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

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

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

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

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

33. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto.

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: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

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

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

_____
Notary Public, State of _____

Quote

Date: May 20, 2021
To: Andy Cedilo

Project: Hogan Park Bill Williams Ballfields
Midland, TX
Ref: 204549

BuyBoard
Master Project: 196290, **Contract Number:** 592-19, **Expiration:** 09/30/2021
Commodity: Parks and Recreation Equipment and Field Lighting Products and Installation

All purchase orders should note the following:
BuyBoard purchase – Contract Number: 592-19

Quotation Price – Materials Delivered to Job Site and Installation

Lighting & 6 MuscoVision™ Automated Sports Broadcasting

Ballfields 1-6 – 295' Radius ..... $ 1,835,972

Sales tax and bonding are not included.
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50 footcandles infield, 30 footcandles outfield and uniformity of 2:1 infield, 2.5:1 outfield
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- 29 Pre-cast concrete bases with integrated lightning grounding
- 29 Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- 29 Factory wired poletop luminaire assemblies
- 204 Factory aimed and assembled luminaires, including BallTracker® luminaires
- UL Listed assemblies

Environmental Light Control

- Spill light minimized
- Off-site glare light minimized

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

2018, 2021 Musco Sports Lighting, LLC

MuscoVision™ Automated Sports Broadcasting System

Camera Structure System

- Six (6) structures including poletop camera assembly with pole, base, wire harness and electrical components enclosures
- Six (6) backstop mounting brackets

MuscoVision™ Streaming Services

Control-Link® Scheduling and Support

- Training for Control-Link scheduling service
- Control-Link.com access for scheduling of broadcast
- Reporting and management tools
- 24/7/365 phone support

Distribution and Payment System

- Payment system with credit card processing
- Revenue sharing as detailed below
- Live and on-demand video streaming
- Content downloads
- Available via Apple TV, Roku, Amazon Fire TV, Android TV applications
- 750 hours of streaming included with purchase with additional hours available for purchase as needed

Operation and Warranty Services

- Five-year parts and labor for all MuscoVision components
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your broadcasting equipment – plus a network of 1800+ contractors

3rd Party Installation Responsibilities (under separate contract)

1. Installation of 6 - 30' galvanized steel poles (Barton Electric)
2. Supply and terminate 120v electric circuit to each pole Electrical Component Enclosure
3. Installation of MuscoVision control cabinets
   - (1) Automation Cabinet 16" x 32"
   - (1) Network Cabinet 16" x 32"
   - (1) Fiber Cabinet 20" x 20"
4. Supply and terminate 120v 20amp dedicated circuit to the MuscoVision Control Cabinets
5. Supply and terminate Cat 5 cable from customer Internet point of presence and the MuscoVision Control Cabinets
   - Recommended Cat 5 – Belden 7937A
6. Supply fiber run and termination from the MuscoVision Control Cabinets to each pole Electrical Component Enclosures
   - Recommended Fiber - Belden FDSD006P9 fiber cable and Mechanical Unicam type LC connectors

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Installation Services Provided

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any necessary power company fees and requirements.
6. Pay all permitting fees.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, pole harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on 2500 psf soils.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Musco Subcontractor Responsibilities

General:

1. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for material, (including electrical components enclosures), as needed.
3. Provide necessary waste disposal and daily clean up.
4. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
5. Obtain any required permitting.
6. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any such damage during construction.
7. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
8. Provide startup and aiming as required to provide complete and operating sports lighting system.
9. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Demolition:

1. Demolition of the (36) existing lighting poles, luminaires, and electrical component enclosures, and leave at owner designated location on-site. City will dispose of equipment.
2. Demolition of existing foundations to 2 ft (0.6 m) below grade.

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3. Leave existing power feed in place for connection to new pole locations.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (29) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect (29) dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to install new electrical service panels as required.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
3. Provide as-built drawings on completion of installation, **(if required)**.

Control System:

1. Provide labor, equipment, and materials to install (3) Musco control and monitoring cabinet(s) and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

Payment Terms

Musco's Credit Department will provide payment details.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

All purchase orders should note the following:
BuyBoard purchase – Contract Number: 592-19

Delivery Timing

6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 480 Volt, 3 Phase electrical system requirement.

2018, 2021 Musco Sports Lighting, LLC

- Structural code and wind speed = 2015 IBC, 115 mi/h, Exposure C, Importance Factor II.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.
- Broadcasted events will be stored online for a period of three months.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Mitchel Stockton
Field Sales Representative
Musco Sports Lighting, LLC
Phone: 806-474-4743
E-mail: Mitchel.Stockton@musco.com

2018, 2021 Musco Sports Lighting, LLC

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of $50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

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

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

EXHIBIT D – Heavy and Highway Wage Rates rev 01-01-21

"General Decision Number: TX20210002 01/01/2021

Superseded General Decision Number: TX20200002

State: Texas

Construction Types: Heavy and Highway

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

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/gov contracts.

Modification Number	Publication Date
0	01/01/2021

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)……..	$ 13.55	
ELECTRICIAN.....	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	$ 12.36	

Structures.....$ 13.52

LABORER
- Asphalt Raker.....$ 12.28
- Flagger.....$ 9.30
- Laborer, Common.....$ 10.30
- Laborer, Utility.....$ 11.80
- Work Zone Barricade Servicer.....$ 10.30

POWER EQUIPMENT OPERATOR:
- Asphalt Distributer.....$ 14.87
- Asphalt Paving Machine.....$ 13.40
- Broom and Sweeper.....$ 11.21
- Crane, Lattice Boom 80 Tons or Less.....$ 16.82
- Crawler Tractor Operator……...$ 13.96
- Excavator, 50,000 lbs or less.....$ 13.46
- Front End Loader Operator, Over 3 CY.....$ 12.77
- Front End Loader, 3CY or less.....$ 12.28
- Loader/Backhoe.....$ 14.18
- Mechanic.....$ 20.14
- Milling Machine.....$ 15.54
- Motor Grader, Rough.....$ 16.15
- Motor Grader, Fine.....$ 17.49
- Pavement Marking Machine…….....$ 16.42
- Reclaimer/Pulverizer…….....$ 12.85
- Roller, Asphalt.....$ 10.95
- Roller, Other.....$ 10.36
- Scraper.....$ 10.61
- Spreader Box.....$ 12.60

Servicer.....$ 13.98

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

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

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

==========

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate

includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

City Council Meeting

Item Number: 7

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **Motion authorizing the City Manager or the City Manager's designee to advertise a request for proposals for turf and landscape maintenance services and to negotiate a contract for said services; provided, however, that said contract shall not become effective until approved by the City Council (DISTRICT: ALL) (GENERAL SERVICES)**

Purpose:

Approval of a motion to authorize the City Manager or the City Manager's designee to advertise a request for proposals for turf and landscape maintenance services and to negotiate a professional services agreement for said services; provided, however, that said agreement shall not become effective until approved by the City Council.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required at this time.

Discussion:

Please consider approving a motion authorizing the issuance of a request for proposals for turf and landscape maintenance services for the Community Services Department. The Request for Proposals for Professional Turf and Landscape Maintenance Services is to engage a Landscape Maintenance Company to provide complete maintenance for the City of Midland Parks, athletic fields, and other city properties maintained within the Parks and Recreation Divisions. Please see the attached memo from Cristina Burns, Community Services Director, for additional information.

Tina Jaug

City Manager's Office

CITY OF MIDLAND
Community Services Department
Interoffice Memorandum

Date: July 29, 2021
To: Regina Stephenson, Purchasing Manager
From: Cristina Burns, Community Services Director
Subject: Request for Proposals – Turf and Landscape Maintenance Services

The Request for Proposals for Professional Turf and Landscape Maintenance Services is to engage a Landscape Maintenance Company to provide complete maintenance for the City of Midland Parks, athletic fields, and other city properties maintained within the Parks and Recreation Divisions. These services include mowing, trimming, edging, pesticide and herbicide application, fertilization, plant bed maintenance, tree removal, and tree and shrub planting.

The current contract has been in place for seven years. The new contract will be structured to allow parks that are slated for improvements to be removed from the contract to allow a warrantee period after new construction. Other changes include the removal of drainage basins that are now maintained by the Transportation Division.

The new specifications incorporate requirements for better quality herbicides to help control unwanted species within the landscaped areas. An increased fertilization schedule with higher quality fertilizers should also help to improve the existing turf areas.

Proposals will be evaluated and awarded based on the proposal that represents the provider with the capability to provide the equipment and staff that can best provide the required services to the City of Midland at the best value.

CITY OF MIDLAND

PURCHASING DIVISION DATE: 7/29/2021

BID REQUEST PAGE: 01

(THIS IS NOT AN ORDER) **BID NO: 21004234**

OPENING TIME: 2:00 PM **CLOSING DATE: 08/27/2021**

CITY OF MIDLAND
300 NORTH LORAINE
P. O. BOX 1152
MIDLAND, TX 79702

BIDS WILL BE RECEIVED IN THE OFFICE OF THE City Secretary, 300 N. Loraine, Ste 330, Midland, Texas UNTIL 2:00 PM. 8/27/2021 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: Various Locations, Midland, TX

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			Professional Turf and Landscape Maintenance Services for Parks & Recreation		
				TOTAL	_____

NOTICE TO BIDDERS:

1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
2. BIDS SHALL BE DELIVERED TO THE CITY IN A SEALED PACKAGE (ENVELOPE, ETC) **UNLESS THE CITY STATES** THAT THE BID MAY BE FAXED OR E-MAILED, OTHERWISE, BIDS FAXED OR E-MAILED DIRECTLY TO THE CITY WILL BE REJECTED. A SEALED BID MAY BE FAXED TO A THIRD PARTY FOR SEALED DELIVERY TO THE CITY. PLEASE CALL FOR MORE INFORMATION.
3. IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.
4. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 3, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
5. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.

FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR 685-7233. FAX NO. (432) 685-0523

NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID.

THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.

COMPANY NAME:_____
ADDRESS_____
CITY_____ST _____ ZIP_____
PHONE NO. _____ FAX NO._____
EMAIL:_____

CASH DISCOUNT: _____ %_____DAYS

DELIVERY CAN BE MADE_____

AUTHORIZED SIGNATURE _____

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

MIDLAND
Purchasing Division

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

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

If bid packets are delivered in person then bidders must make arrangements in advance to drop the bid packets off at the north doors of City Hall before the bid opening deadline, and social distancing measures will be maintained for the health of all parties involved.

ATTENTION: The public bid opening will be in person or shown via the City Council Meeting live feed in order to maintain social distancing due to COVID-19. This can be accessed from the following web address at the time of the bid opening:

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

The deadline for submitting additional questions is 72 working hours before the bid opening date. Questions submitted before the Noon deadline will be included in the Addendum. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Request for Proposals

RFP 21004234

for

Professional Turf and Landscape Maintenance Services for Parks & Recreation

Proposals for this requirement will be accepted until 2:00 PM. on August 27, 2021

Proposals May be Mailed or Delivered to:

City Secretary
City of Midland
Suite 340
P.O. BOX 1152
Midland, Texas 79702-1153
(300 N. Loraine, Suite 340 Midland, TX 79701)

No Late Proposals Will Be Accepted

NOTICE TO PROPOSERS:

1. THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE**. MODIFICATIONS BY PROPOSER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE PROPOSAL. NON-RESPONSIVE PROPOSALS WILL BE REJECTED. PROPOSER/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.

2. IF THE SELECTED PROPOSER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 1, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER PROPOSER.

3. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, PROPOSER/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

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SCHEDULE OF EVENTS

RFP 21004234

For

Professional Turf and Landscape Maintenance Services for Parks & Recreation

Event	Date*
RFP Released	August 11, 2021
Cutoff Date for inquiries and clarification	August 25, 2021
Proposal Due Date	August 27, 2021
Notification of Vendor Interviews / Product Demonstrations	To be determined
Present Recommendation to Council for Consideration	September 14, 2021
Intended date for Contract Award	September 15, 2021
Intended date to begin Contract Services	October 1, 2021

*These dates are our intended schedule; however, they may be changed as necessary without further notice.

NOTE:

From the issuance date of this RFP until a Contractor(s) is selected, all verbal communication is not binding. The City will only be bound by written comments submitted by the Purchasing Office.

SPECIAL TERMS AND CONDITIONS

Proposal Requirements /Terms

1. Unless otherwise called for, the number of copies specified in the RFP, shall be submitted typewritten or printed in ink. Many Requests for Proposals are in a word format that can be completed on your computer and will be noted on the cover page if available.

2. Each proposal should be placed in a separate envelope completely and properly identified with the RFP number, due time and date. Proposal must be time stamped at the appointed receipt location before the hour and date specified for the proposal receipt. Responsibility for having the proposal properly marked and to the opening location by the specified date and time is solely the offerors. All copies of the proposal may be delivered in the same box/package.

3. Any Proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a minimum period as stated in the RFP following the final acceptance date, to provide the commodity or service set forth in the attached specifications, or until a selection has been made by the City.

4. Late proposals will not be accepted under any circumstances.

5. Proposal should give full firm name and address of Offeror. Failure to manually sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. Insert your Federal Employer's Identification Number _____ or Sole owner should enter SSN _____-____-_____.

6. Purchases made for City use are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in your proposal. Tax exemption certificates will be furnished by the City upon request.

7. Telephone proposals are not acceptable when in response to an RFP.

Conditions

The City of Midland is requesting proposals with the intent of awarding a contract for the requirement contained in this RFP. However, the City is not obligated to award a contract on this solicitation and reserves the right to reject any and all proposals and award the proposal to best serve the interests of the City.

1. Offerors electing to respond to this RFP are responsible for all costs of proposal preparation. The City is not liable for any costs incurred by an offeror in response to this RFP.

2. No public disclosures or news releases pertaining to this RFP shall be made without prior written approval from Purchasing.

3. In case of a tie between two or more offerors, the award will be made in accordance with preferences as outlined by statute.

4. The Offeror agrees to protect the City from claims involving infringement of patents or copyrights.

5. The Offeror hereby assigns to Purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. 1973 and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

6. No substitutions or cancellation permitted without the written approval of the City Purchasing Agent. Deliveries made pursuant to a resulting contract shall be made during normal working hours only, unless approval for late delivery has been obtained.

7. Contractor shall submit two copies of an itemized invoice to Accounts Payable, The City of Midland, Texas, P.O. Box 1152, Midland Texas 79702. Each copy of the invoice shall reference the P.O. and the RFP numbers.

8. In the event of a conflict between the standard proposal requirements and conditions and the attached detail specification, the detail specifications shall govern.

9. Governing Law & Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes or lawsuits arising from the performance of this contract shall be exclusively in Midland County, Texas. The parties agree that all performance under this contract shall take place in Midland, County, Texas. The Contractor and City agree that all payments made under this contract shall take place in Midland County, Texas.

10. This obligation and undertakings of each of the parties to this contract shall be deemed to have been performed in Midland County, Texas.

1. GENERAL INFORMATION

1.1. INTRODUCTION

The City of Midland Parks and Recreation Division (hereinafter referred to as "the City") is pleased to invite you to submit a proposal for Professional Turf and Landscape Maintenance Services for Parks & Recreation as specified herein. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

Request for Proposal Standard Information

This Request for Proposal (RFP) is issued in accordance with City of Midland Policy, the RFP Manual and the statutes of the State of Texas. The RFP process is a procurement option allowing the award to be evaluated based on stated criteria. The RFP states the relative importance of all criteria. No other criteria, other than as outlined in the Request for Proposal, will be used.

1.2. INITIAL EVALUATION

Upon receipt, the proposal information will be disclosed only to persons participating in the evaluation or contracting process until the proposal has been reviewed and all marked trade secrets have been removed (see "Trade Secrets and Other Withheld Information" statement below). After this review, all remaining proposal materials will be available under the open records act. The proposals will be initially evaluated by the committee as being "responsive" or "non-responsive".

1.3. DISCUSSION/NEGOTIATION

Although proposals may be accepted and a contract awarded without discussion, the City may initiate discussions should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Midland, Texas to discuss technical and contractual aspects of the proposal.

1.4. BEST AND FINAL OFFER

The "Best and Final Offer" is an option available to the City under the RFP process allowing one or more offerors to submit a best and final offer. Offerors may be contacted, asking that they submit their best and final offer, which must include the discussed and/or negotiated changes.

1.5. AWARD

1.5.1. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code.

1.6. LATE PROPOSALS

Proposals received after the time specified for receipt of proposals will be destroyed or returned at the offeror's expense after consultation with the offeror. There are no exceptions to this deadline.

1.7. PREPARING A RESPONSE

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. Compliance with the intent of a mandatory requirement will be

determined by the Purchasing Office. When imperative language (shall, will, must) appears in any section of the RFP, it is considered to be mandatory.

1.7.1. Offerors shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of this RFP.

1.8. CLARIFICATION/ INTERPRETATION

Offerors requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to the City Purchasing Agent by the deadline described in the Schedule of Events. All written correspondence must be addressed to:

The City of Midland
Office of the Purchasing Agent OR
P.O. Box 115
Midland, TX 79702

FAX: (432) 685-0523

e-mail: purchasing@midlandtexas.gov

1.9. FORMAT FOR INQUIRIES:

Each offeror submitting written questions must clearly address each question by reference to a specific section, page and item of this RFP. An official written answer will be provided to all questions received. Verbal responses shall not be considered binding.

1.10. INTERPRETATION:

Any interpretation, correction or change of this RFP will be made by written Addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections or changes.

The City of Midland Purchasing Office will issue any necessary Addenda.

A point-by-point response to all numbered sections, subsections, paragraphs, subparagraphs and appendices must be submitted by each offeror in order to be considered for selection.

1.11. PROPOSAL ORGANIZATION AND SUBMISSION

Offerors must organize proposals into sections following the format of this RFP, with tabs separating each section. If no exception, explanation, or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response with the following:

"(Offeror's Name)", understands and will comply.

1.12. OFFER PRICING

Offerors must respond to this RFP by utilizing the RFP Cost Summary. The cost summary will be used as the primary representation of each offeror's cost, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost.

Proposals should be complete to the degree that all of the information sought by this RFP is supplied in the order requested.

1.13. SUBMITTING A SEALED PROPOSAL

1.13.1. Number of copies and Location:

1.13.1.1. Offerors must submit one original, and one (1) soft copy (PDF or Word) to the City Secretary. Sealed Proposals must be received by the date before the time stated on the

face of the Request for Proposal Cover Page, local time. Sealed Proposals received after this time will not be accepted for consideration. Facsimile copies are not acceptable.

1.13.1.2. Please be sure to label the outermost package of the RFP whether it is an envelope, box or overnight package with the RFP number, RFP description and closing date so that it is visible when received by the City.

1.13.2. Each Offeror who submits a proposal represents that:

1.13.2.1. The proposal is based upon an understanding of the specifications and requirements described in this RFP.

1.13.2.2. Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the offeror. The City is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.

1.13.2.3. All materials submitted in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and offeror resulting from this RFP process.

1.13.3. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.

1.13.4. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission, or receipt of best and final offer, if required, as defined in the Schedule of Events, and offeror so agrees in submitting the proposal.

1.14. RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Midland to award a contract. Upon a determination, such actions would be in its best interests, the City in its sole discretion reserves the right to:

a) waive any formality;

b) cancel or terminate this RFP;

c) reject any or all proposals received in response to this document;

d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal; not award, or if awarded, terminate any contract if the City determines adequate City funds are not available.

1.15. BONDING REQUIREMENTS

See Exhibit C

1.16. OFFEROR INTERVIEW / PRODUCT DEMONSTRATION

After receipt of all proposals and before the determination of the award, respondents may be required to make an oral presentation and product demonstration in Midland, Texas to clarify their response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

1.17. SUBCONTRACTING

1.17.1. The successful offeror will be the Prime Contractor and shall be responsible, in total, for all work of subcontractors. All subcontractors must be listed in the proposal. The City reserves the right to approve all subcontractors.

1.17.2. The contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the

contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

1.18. INSURANCE REQUIREMENTS

See Contract or Agreement

1.19. CONTRACTOR'S RESPONSIBILITIES

The successful offeror shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The offeror shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

1.20. OFFEROR COMPETITION

The City encourages free and open competition among offerors. Whenever possible, specifications, proposal requests and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services.

The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion of other eligible offerors and without effort to preclude the City of Midland from obtaining the best possible price.

1.21. CONTRACT PROVISIONS AND TERMS

1.21.1. Contract Execution

The City will execute a contract with the successful offeror(s). The City requires that the RFP and the terms and conditions attached to it, the offeror's response, the best and final offer (if required), and any formal addenda to the RFP be included as part of any contract documents.

1.21.2. Terms and Conditions

Contract that will be executed by the successful offeror and the City is in Appendix A.

1.21.3. Exceptions to Contract Terms & Conditions

Offerors should notify the City of any terms within the sample contract that either precludes them from responding to the RFP or adds unnecessary cost.

1.21.4. The initial contract(s) term is for a period of _one_ year. Renewals of the contract may be made at one-year intervals, not to exceed a total of (6) six one-year renewals, at the City's option.

1.21.5. Contract Extension

The offeror agrees that, through the term of the initial contract and any agreed-upon extension, the City will be entitled to any price reductions at least equal to any lower prices made available to any other customer of comparable volume.

1.21.6. Escalation

Annual pricing adjustments to contract extensions following the initial contract term, if applicable, shall not exceed seventy-five percent (75%) of the rate of increase in the cost of living as reflected in the Federal Bureau of Labor Statistics, Consumer Price Index (CPI) for all

Urban Consumers (1982-84=100; through November 1991 = 137.8) or any other index which may be substituted in the future. The CPI for the latest twelve (12) month period of the contract will be the CPI base on which later adjustments are computed. Each time an adjustment is made, the earlier CPI base will be replaced by the adjusted CPI base. The percentage of adjustment to contract prices shall in no event exceed the percentage change in the index.

2. PROPOSAL WAIVERS:

2.1. WAIVER OF ATTORNEY FEES: BY SUBMITTING THIS PROPOSAL, OFFEROR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT. THE OFFEROR SPECIFICALLY AGREES THAT IF THE OFFEROR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE 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 OFFEROR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH OFFEROR MIGHT OTHERWISE BE ENTITLED.

2.2. OFFEROR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE OFFEROR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE PROPOSAL DOCUMENTS INCLUDING BUT NOT LIMITED TO THE CONTRACT. THE OFFEROR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE OFFEROR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

2.3. THE OFFEROR AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE PROPOSAL DOCUMENTS, INCLUDING THE CONTRACT, WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE PROPOSAL OR EXECUTION OF THE CONTRACT.

2.4. <u>WAIVER:</u>

2.5. BY SUBMITTING A PROPOSAL, THE OFFEROR AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE OFFEROR 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:

2.5.1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY PROPOSAL;

2.5.2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE

PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS;

2.5.3. ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR

2.5.4. AWARD OF THE CONTRACT.

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

2.7. BY SIGNING THE EXECUTION OF OFFER, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S). IF THIS FORM IS NOT SIGNED AND INCLUDED WITH YOUR PROPOSAL DOCUMENTS YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.

3. SCOPE OF PROJECT

The City of Midland is requesting sealed proposals from qualified vendors for the purpose of establishing a contract to provide grounds maintenance, pest and weed control services, tree removal, and tree and shrub planting as specified herein and including all provisions set forth in the accompanying documentation. The contractor will provide professional turf and landscaping services necessary to complete the scope of work indicated as set forth in the following Schedules A through I.

4. GENERAL MAINTENANCE REQUIREMENTS

THE FOLLOWING MINIMUM STANDARDS WILL BE REQUIRED FROM SUCCESSFUL BIDDERS WITH RESPECT TO THE CARE AND MAINTENANCE OF TURF AND LANDSCAPE AREAS. ITEMS OF WORK WILL BE LISTED IN SCHEDULES A-I:

4.1. LITTER AND TRASH PICK-UP

4.1.2. All trash debris shall be picked up and disposed of by the Contractor prior to performing each cycle of work.

4.1.3. Failure to pick up litter and trash prior to mowing will result in a deduction of 25% of the cycle payment for each location.

4.2. MOWING

4.2.1. Mowing shall commence upon written notice by the Assistant Director of the Community Services Department for the City of Midland, Midland, Texas. Contractor will have ten (10) days from receipt of certified letter to commence mowing.

4.2.2. Mowing decks must be in good repair, with leveling wheel in place.

4.2.3. Fenced fields should be mowed with a mower with a 52" deck. Permission to utilize certain 72" deck mowers may be approved by the Assistant Community Services Director, pending written request.

4.2.4 Schedule D areas that are mowed 3 cycles per year are to be mowed with a brush hog type mower.

4.2.5. Grass clippings shall not be caught. No grass "ridges" should be left after mowing.

4.2.6. Mowing operations shall not be performed if grass height does not exceed 3 ¾" (minimum grass height requirement to mow).

4.2.7. **GRASS HEIGHT SHALL BE 3" AFTER MOWING.** "Mowing Dirt" and/or "scalping" will not be tolerated. Cycle will not be paid if grass does not meet grass height requirement. Unpaid cycles will result in additional funds for tree or shrub planting or other maintenance as required.

4.2.8. All walks shall be swept or blown clear of grass clippings after each mowing. Do not blow clippings into the street unless they are subsequently picked up and properly disposed of by the contractor.

4.2.9. Contractor is responsible for notifying City of Midland Park Superintendent of any damages to structures, fences, gates, trees, or equipment including irrigation that occurs while mowing. Notification shall occur within 48 hours of damage.

4.2.10. Contractor is responsible for replacing or repairing all structures, fences, gates, trees, or equipment (excluding irrigation) that is damaged while mowing. Repair or replacement must occur within 2 weeks of damage. Failure by the contractor to make repairs or rectify damages will result in a deduction from the following month's payment to recover the cost for the city to make repairs or replacement.

4.3. EDGING

All walks shall be edged to a depth of 1 1/2" and to a width of ½" in conjunction with every mowing cycle. This shall be performed by a blade edger in locations of high public traffic. Debris must be swept clear and disposed of by the Contractor. Blowing debris into the street is not acceptable.

4.4. TRIMMING

4.4.1. All trimming will be done in conjunction with every mowing cycle to achieve a uniform height in accordance with the mowing height (3") around trees, signs, park structures and any other obstacles.

4.4.2. Contractor is responsible for repairing or replacing trees, signs, park structures and any other obstacles that are damaged while trimming. DO NOT allow trimmers to come in contact with trees.

4.4.3. Trees damaged by trimmers will be replaced. Tree guards may be placed around trees to prevent damage by mowers. These must be furnished at the contractor's expense. They must be maintained by the contractor. Replacement trees must be equal in size and variety, unless otherwise approved by the Assistant Director of Community Services.

4.4.5. Use of Glyphosate herbicide may be used to "chemically trim" areas around fences, structures, mature trees, sign posts, light posts, and buildings. Herbicide applicators must hold a TDA pesticide applicator license, or be under the direct supervision of a licensed applicator. If damages to surrounding turf or other plant materials is observed, this practice may be discontinued at the discretion of the Assistant Community Services Director.

4.5. FERTILIZATION

4.5.1. Parks designated to receive fertilization will be fertilized two times a year; once in the spring (April) and once in the fall (September).

4.5.2. Fertilizer shall be a 4 to 1 to 2 ratio of nitrogen, phosphorus and potassium (20-5-10 or approved equal). Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UF) plus minimum 8% Sulphur and 4 % iron plus micronutrients. Apply at a rate of 1 pound of nitrogen per 1000 square feet per application.

4.5.3. Fertilizer must be approved by the Assistant Community Services Director prior to application.

4.6. PEST CONTROL

4.6.1. Control all insects/pests that are detrimental to the maintenance of a healthy park landscape. This would include, but not be limited to, fire ants, harvester ants, tree bores and other insects or pests that are detrimental to health of turfgrass, trees and shrubs.

4.6.2. Broad spectrum pesticide for Ant Control shall be broadcast applied annually to all areas in schedules A, B, C, D Areas I and J, E Area L, .F Areas N, O and P, and G Areas W, AA, F3 and G3.

4.6.3 All other areas requiring pest control should be spot treated as needed.

4.7. WEED CONTROL

 Note: All control methods will be coordinated with the Park irrigation schedules.

4.7.1. Control all weeds, noxious plants and fungal forms that are detrimental to the maintenance of a healthy park landscape. This would include any weed, noxious plant or fungal form that inhibits the healthy growth of turfgrass, trees and/or shrubs.

4.7.2. Control all weeds and/or noxious plants in the crushed granite paths within the parks.

4.7.3. Control all weeds and/or noxious plants in the parking lots within the maintenance areas and parks as well as those in curbing /streets that directly border a park property.

4.7.4. High quality pre-emergent applications should be made starting in February and again in November for all areas where “Weed Control” is specified. Contractor must notify Park Superintendent when applications will begin.

4.7.5. The following schedules DO NOT require pre-emergent applications:

Schedule D Area K, Schedule E Area M, and Schedule H, I and J

4.7.6. Post Emergent Herbicides should be used in all areas where weed control is specified as a work requirement.

4.7.7 Do not use marker dye unless location is specifically approved by Assistant Community Services Director.

4.8. PLANTER BED MAINTENANCE

All beds to be turned and weeded once every 30 days during mowing cycles.

4.9. SHRUB MAINTENANCE

All shrubs to be trimmed and pruned once every 30 days during mowing cycles, as to maintain a neat, uniform appearance.

4.10. IRRIGATION

4.10.1. Repair and operation of all irrigation systems will be the sole responsibility of the City of Midland Parks' Division.

4.10.2. Contractor must immediately report any damages to the irrigation system caused by maintenance operations to the Park Superintendent. Contractor should mark damages with a green irrigation flag.

4.10.3. Failure to report damages will result in a deduction from the following month's payment to recover the cost for the city to make repairs or replacement.

5. SCHEDULE OF WORK

The following minimum standards will be required from successful bidders with respect to the care and maintenance of Turf and Landscape Areas listed in Schedules A-I:

5.1. SCHEDULE A- HOGAN PARK

5.1.1 General Work Requirements for all Schedule A locations:
Litter and Trash Pick-up, Mowing, Edging, Trimming, Fertilization, Pest Control, Weed Control, Planter Bed Maintenance, and Shrub Maintenance.

5.1.2. MOWING FREQUENCY

March-October 1 cycle every 7 days……35 cycles

November - February 1 cycle every 30 days……4 cycles

5.1.3

SCHEDULE A – HOGAN PARK				
	AREA	**ADDRESS**	**EST. TURF**	**EST. SQ.FT.BEDS**
A	Hogan Park (Baseball) (Softball) (Soccer)	1201 E. Wadley	 8 AC. 2 AC. 22 ½ AC.	
B	Hogan Park (Dog Parks)	1201 E. Wadley	5 AC.	
C	Hogan Park Common Areas	1201 E. Wadley	65 AC	1064

5.2. SCHEDULE B - BEAL PARK

5.2.1 General Work Requirements for all Schedule B locations:

Litter and Trash Pick-up, Mowing, Edging, Trimming, Fertilization, Pest Control, Weed Control, Planter Bed Maintenance, and Shrub Maintenance.

5.2.2. MOWING FREQUENCY

March-October 1 cycle every 7 days……35 cycles

November - February 1 cycle every 30 days……4 cycles

5.2.3

SCHEDULE B – BEAL PARK				
	AREA	**ADDRESS**	**EST. TURF**	**EST. SQ.FT.BEDS**
D	Beal Park (Baseball) (Cricket) (Soccer)	5200 Wall	 8 AC. ½ AC. 4 ½ AC.	
E	Beal Dog Parks	5200 Wall	5 AC.	
F	Beal Common Areas	5200 Wall	30 AC.	

5.3. SCHEDULE C - BUTLER PARK

5.3.1 General Work Requirements for all Schedule C locations:

Litter and Trash Pick-up, Mowing, Edging, Trimming, Fertilization, Pest Control, Weed Control, Planter Bed Maintenance, and Shrub Maintenance.

5.3.2. MOWING FREQUENCY

March-October 1 cycle every 7 days……35 cycles

November - February 1 cycle every 30 days……4 cycles

5.3.3.

SCHEDULE C – BUTLER PARK				
	AREA	**ADDRESS**	**EST. TURF**	**EST. SQ.FT.BEDS**
G	Butler Park (Baseball) (Soccer)	3801 Bluebird	 7 AC. 8 AC.	
H	Butler Common Areas	3801 Bluebird	13 AC.	1358

5.4. SCHEDULE D - WINDLANDS PARK

5.4.1 General Work Requirements for all Schedule D Areas I and J locations:

Litter and Trash Pick-up, Mowing, Edging, Trimming, Fertilization, Pest Control, Weed Control, Planter Bed Maintenance, and Shrub Maintenance.

5.4.2 General Work Requirements for all Schedule D Area K only:

Litter and Trash Pick-up, Mowing (brush hog allowed), and Trimming

5.4.3. MOWING FREQUENCY – Areas I and J

March-October 1 cycle every 7 days……35 cycles

November - February 1 cycle every 30 days……4 cycles

5.4.4. MOWING FREQUENCY – Area K

February only 1 cycle …… 1 cycle

5.4.5.

SCHEDULE D – WINDLANDS PARK				
	AREA	**ADDRESS**	**EST. TURF**	**EST. SQ.FT.BEDS**
I	Windlands Park (Baseball) (Soccer)	1000 W. Dengar	 4 AC. 19 AC.	
J	Windlands Park Common Areas	1000 W. Dengar	17 AC	3100
K	Windlands Park Natural Area & Jogging Trail	1000 W. Dengar	20 AC	

5.5. SCHEDULE E – SCHARBAUER SPORTS COMPLEX

5.5.1 General Work Requirements for Schedule E location L:

Litter and Trash Pick-up, Mowing, Edging, Trimming, Fertilization, Pest Control, Weed Control, Planter Bed Maintenance, and Shrub Maintenance.

5.5.2 General Work Requirements for Schedule E location M:

Litter and Trash Pick-up, Mowing, and Trimming. Brush hog is allowed.

5.5.3. MOWING FREQUENCY – Area L

March - October 1 cycle every 7 days……35 cycles

November - February 1 cycle every 30 days……4 cycles

5.5.4. MOWING FREQUENCY – Area M

1 cycle April/ 1 cycle July/ 1 cycle October……..……..…….3 cycles

5.5.5.

SCHEDULE E – SCHARBAUER SPORTS COMPLEX				
	AREA	**ADDRESS**	**EST. TURF**	**EST. SQ.FT.BEDS**
L	Scharbauer Sports Complex Common Areas	801 N Loop 250 W	46 AC	26,114
M	Scharbauer Sports Complex Undeveloped Areas	801 N Loop 250 W	4 AC	

5.6. SCHEDULE F - PARKS WITH ATHLETIC FIELDS

5.6.1 General Work Requirements for all Schedule F locations:

Litter and Trash Pick-up, Mowing, Edging, Trimming, Fertilization, Pest Control, Weed Control.

5.6.2. MOWING FREQUENCY

March-October 1 cycle every 7 days……35 cycles

November - February 1 cycle every 30 days……4 cycles

5.6.3

SCHEDULE F – PARKS WITH ATHLETIC FIELDS				
AREA	PARK	LOCATION	EST. TURF	EST. SQ.FT.BEDS
N	CJ Kelly Park (Baseball) (Football) Common Areas	5500 League Drive	 5 AC. 2 AC. 23 AC	 1000
O	Reyes/Mashburn/Nelms (Baseball) (Soccer) Common Areas	2101 E. Cuthbert	 7 AC. 10 AC. 48 AC.	
P	MUGS/Ulmer Park (Softball) Common Areas	2700 W. Kentucky	 9 AC. 17 AC	 200
Q	Dunagan Common Areas (Soccer)	600 E. Gist	 2 AC. 6 AC.	
R	Hidalgo Common Areas (Softball)	1401 Orchard Lane	 8 AC. 1 AC.	

5.7 SCHEDULE G – GENERAL PARKS

5.7.1 General Work Requirements for all Schedule G locations:

Litter and Trash Pick-up, Mowing, Edging, Trimming, Fertilization, Pest Control, Weed Control, Planter Bed Maintenance, and Shrub Maintenance.

5.7.2. MOWING FREQUENCY

March - October 1 cycle every 7 days……35 cycles

November - February 1 cycle every 60 days……2 cycles

5.7.3.

SCHEDULE G – GENERAL PARKS				
	PARK	**LOCATION**	**EST. TURF**	**EST. SQ. FT. BEDS**
S	Bradford	801 E Pennsylvania	3.5 AC.	NA
T	Butler	4000 Bluebird	13 AC.	1358
U	Cowden	1100 Ward	8 AC	NA
V	Crier Park	"H" at Texas	½ AC	5722
W	Dennis the Menace	2201 W. Indiana	5.7 AC.	NA
X	Doug Russell Pool	900 N. Midland Dr.	5 AC	450
Y	Elkin	1101 W. Washington	2 AC.	100
Z	Essex	3400 Whittle Way	4 AC.	1000
AA	Faskin	2301 Humble Ave	3 ½ AC.	NA
BB	Garrett-Brown	300 S. Holly Dr	9 AC.	NA
CC	Grafa	3201 MaMar Ave	6 AC	NA
DD	Grasslands	2501 Crowley	5 AC.	NA
EE	Greathouse	5105 Greathouse	5 AC	400
FF	Haley	1800 Holloway Ave.	3 ½ AC.	NA
GG	Halff	100 E. New Jersey	2 AC.	NA
HH	Henderson	4701 Graceland Dr.	3 ½ AC	NA
II	Hill	1301 W. Cuthbert	5 ½ AC	400
JJ	House	4800 Ric Drive	6 ½ AC	NA
KK	Ida Jo Moore	701 W. Nobles	1 ½ AC.	NA
LL	Indiana Islands (3)	At "C" and "G"	2 AC.	NA
MM	Jacotte	Golf Course intersect. With Jacotte	1 AC.	NA
NN	Lloyd	Cuthbert & Marienfeld	1/3 AC.	NA
OO	M.L. King, Jr.	1415 E Scharbauer	3 ½ AC.	NA
PP	Kiwanis	2900 Haynes Dr	4 AC.	NA
QQ	Lamesa Triangle	Kentucky and Indiana	½ AC	NA
RR	Lancaster	3501 W. Kansas	7 AC	NA
SS	Lancaster (Annex)	3400 W. Storey	2 ½ AC	NA
TT	Lancaster (Tesco)	3500 W. Kansas	4 AC.	NA
UU	Pioneer	2001 Lindora Way	5 AC	300
VV	Ratliff	2411 Edwards	5 AC.	NA
WW	Santa Rita	5200 Whitman	5 AC.	NA

SCHEDULE G – GENERAL PARKS				
	PARK	**LOCATION**	**EST. TURF**	**EST. SQ. FT. BEDS**
XX	Scharbauer Triangle	1601 W. Scharbauer	1 AC	NA
YY	Sidwell	500 Neely	5 ½ AC.	NA
ZZ	Sparks	1500 E. Golf Course	5 AC.	NA
A3	Taylor	1401 E. Carter Dr	8 AC.	NA
B3	Trinity	3900 St. Andrew	4 AC	NA
C3	Tumbleweed	1300 Ventura	8 AC	NA
D3	Unity	600 N. Mineola	1 AC	1244
E3	Vietnam Memorial	Wright Drive	2 ½ AC	25,000
F3	Wadley Barron	1001 N. A Street	5 AC	450
G3	Washington Park	1803 E. Indiana	16 AC.	1500

5.8 SCHEDULE H – BI-MONTHLY MOWING

5.8.1 General Work Requirements for all Schedule H locations:

Litter and Trash Pick-up, Mowing, Edging and Trimming only

5.8.2. MOWING FREQUENCY

1 cycle Every other week March-October …….18 Cycles

5.8.3.

SCHEDULE H – BI MONTHLY MOWING			
	PARK	**LOCATION**	**EST. TURF**
H3	Andrews Hwy ROW	Andrews & Godfrey	½ AC
I3	Fuhrman House	3301 Sinclair	1 ¼ AC
J3	Heritage Blvd	Behind Lowe's	½ AC
K3	HWY 191 Easement	Adj to Grasslands	3 AC
L3	Loop 250 Easement	Adj to Grasslands	4 AC
M3	Marienfeld at Rankin Hwy	Same	½ AC
N3	Orchard & Front	Same	½ AC
O3	Scharbauer ROW	"C"-"I" Pecos to Humble	5 ¼ AC
P3	Lamesa at Cuthbert	Same	¼ AC
Q3	Holiday Hill Rd Extension	Holiday Hill North	18 AC

5.9. SCHEDULE I – OCCASIONAL MOWING

5.9.1 General Work Requirements for all Schedule I locations:

Litter and Trash Pick-up and Mowing only

5.9.2 MOWING FREQUENCY

1 cycle April/ 1 cycle July/ 1 cycle October…….3 Cycles

5.9.3

SCHEDULE I – OCCASIONAL MOWING			
	AREA	LOCATION	EST. AREA
R3	Heritage Center (back area Linebery House)	802 S. Main	3 AC
S3	Fairgrounds Road Hike/Bike Path	Fairgrounds Road	4 AC
T3	Loop 250 to Lancaster Hike/Bike Path	TXU Easement	5 AC
U3	Reyes Mashburn Nelms Undeveloped	Fairgrounds at Cuthbert	2 AC

5.10 SCHEDULE J – NO MOW AREAS (XERISCAPE AND/OR BEDS ONLY)

5.10.1. General Work Requirements for all Schedule J locations:

Litter and Trash Pick-up, Weed Control, Pest Control, Planter Bed Maintenance, and Shrub Maintenance

5.10.2. CYCLE FREQUENCY

October – March 1 cycle per month…… 6 Cycles
April – September 2 cycles per month……..12 Cycles

5.10.3.

NO MOW AREAS (XERISCAPE AND/OR BEDS ONLY)			
	AREA	LOCATION	EST. SQ. FT.
V3	Achievement Plaza	W. Wall at W. Front Ave	1000
W3	Broadway Island	At Ohio Ave	22,721
X3	Broadway Median	At Cuthbert	500
Y3	Cowden Island	At Big Spring	1950
Z3	Cowden Island	At Colorado	7838
A4	Main & Baird	Islands	5544
B4	Wall Street	Downtown beds/trees	450
C4	Front Street	Beds near RR tracks	1000
D4	Volunteer Park	Big Spring & Marienfeld	14,348

5.11 SCHEDULE K – CITY OFFICES

5.11.1. General Work Requirements for all Schedule K locations:

Litter and Trash Pick-up, Mowing, Edging, Trimming, Fertilization, Pest Control, Weed Control, Planter Bed Maintenance, and Shrub Maintenance as required at each site.

5.11.2. CYCLE FREQUENCY

October – March	1 cycle per month……	6 Cycles
April – September	1 cycle per week……..	26 Cycles

5.11.3

SCHEDULE K – CITY OFFICES				
	AREA	LOCATION	EST. TURF	EST. BED AREA
E4	City Hall	300 N. Loraine		5573
F4	Loraine Center	Loraine & Louisiana	¼ AC	951
G4	MLK Comm Center	2300 Butternut	2 AC	1000
H4	Scarborough/Linebery House	802 S. Main	1 AC	1250
I4	Old Police Station	404 E. Texas	¼ AC	NA
J4	Parks Office	2701 Elizabeth	¼ AC	800
K4	Baldwin Office	300 Baldwin	¼ AC	500

6.0 ADDITIONAL MAINTENANCE SERVICES AS REQUIRED

 NOTE: All services below will be paid as "each". Estimated quantities will be shown for purposes of bidding. Work will be performed as requested in writing by the Assistant Community Services Director.

6.1. ORNAMENTAL SHRUB/SEASONAL COLOR PLANTING

6.1.1. Ornamental Shrubs such as Autumn Sage, Lantana, or similar available varieties will be planted as directed by the Assistant Community Services Director. Seasonal Color bed planting may also be requested.

6.1.2. The plants should meet all horticultural standards, be disease and insect free.

6.1.3. Ornamental shrubs should be 1 gallon, container grown specimens.

6.1.4. Shrubs should be planted according to current American Nurseryman Standards.

6.2. ORNAMENTAL SHRUB PLANTING

6.2.1. Ornamental Shrubs such as Purple Sage, Red Yucca, or similar available varieties will be planted as directed by the Assistant Community Services Director.

6.2.2. The shrubs should meet all horticultural standards, be disease and insect free.

6.2.3. Ornamental shrubs should be 5-gallon, container grown specimens.

6.2.4. Shrubs should be planted according to current American Nurseryman Standards.

6.3. ORNAMENTAL TREE PLANTING

6.3.1. Ornamental trees such as Desert Willow, Vitex, or similar available varieties will be planted as directed by the Assistant Community Services Director.

6.3.2. The trees should meet all horticultural standards, be disease and insect free.

6.3.3. Ornamental trees should be 15-gallon, container grown specimens.

6.3.4. Trees should be planted according to current American Nurseryman Standards.

6.4. TREE PLANTING

6.4.1. Trees such as Cedar Elm, Monterrey Oak, Chinese Pistache or similar available varieties will be planted as directed by the Assistant Community Services Director.

6.4.2. The trees should meet all horticultural standards, be disease and insect free.

6.4.3. Trees should be minimum 3” caliper, container grown specimens.

6.4.4. Trees should be planted according to current American Nurseryman Standards.

6.5. TREE REMOVAL

6.5.1. Trees such as Elms, Mulberry or similar varieties will be removed as directed by the Assistant Community Services Director.

6.5.2. The trees shall be tagged for removal by Parks Division personnel.

6.5.3. Trees stumps should be ground to a level below the surrounding ground and filled to maintain a level surface.

6.5.4. All branches and stumps must be completely removed from City Property and disposal is the responsibility of the contractor.

6.5.5. Tree caliper will determine the Type of tree removal. Caliper is measured 18" above the soil line.

6.5.6. Tree removal Type A – Trees under 24" caliper

6.5.7 Tree removal Type B – Trees over 24" caliper

6.6. SCHEDULE L - ESTIMATE OF ADDITIONAL MAINTENANCE SERVICES

6.6.1.

SCHEDULE L - SUMMARY OF QUANTITIES FOR ONE YEAR		
	ITEM OF WORK	ESTIMATED QUANTITY
6.1	ORNAMENTAL SHRUB (1 GAL)	200
6.2	ORNAMENTAL SHRUB (5 GAL)	100
6.3	ORNAMENTAL TREE PLANTING	25
6.4	TREE PLANTING	50
6.5.6.	TREE REMOVAL-TYPE A	20
6.5.7.	TREE REMOVAL-TYPE B	50

7. VENDOR QUALIFICATIONS

7.1 INFORMATION VERIFICATION

The City may make such investigations as deemed necessary to determine the ability of the offeror to supply the products and perform the services specified.

7.2 RIGHT TO REJECT

The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the City that offeror is properly qualified to carry out the obligations of the contract.

7.3. VENDOR CAPABILITIES

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror and will be weighed by the City. (Note: Each item must be thoroughly addressed. Taking exception to any requirements listed in this Section may disqualify the proposal):

7.3.1 References

7.3.1.1 Offeror shall provide a minimum of ___3___ references that are using services of the type proposed in this RFP. The references should fall within the categories identified below. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer telephone number, a complete description of the service type, and dates the services were provided. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offerors to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

7.3.1.2 These references should include City government and universities where the offeror, preferably within the last __2___ years, has successfully provided this service.

7.3.2 Vendor Stability

7.3.2.1 Offerors shall demonstrate their financial stability to supply, install and support the services specified.

7.3.2.2 Provide financial statements, preferably audited, for the __2____ consecutive years immediately preceding the issuance of this RFP.

7.3.2.3 Provide copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

7.3.2.4 Offerors shall specify how long the company submitting the proposal has been in business (doing similar projects) _____.

8. EVALUATION PROCESS

8.1 EVALUATION PROCEDURE

8.1.1. Committee Actions

8.1.1.1. The evaluation committee will separate proposals into "responsive" and "non-responsive" proposals. Non-responsive proposals will be eliminated from further consideration.

8.1.1.2 The evaluation committee will evaluate the remaining proposals and determine whether to award the contract to the best proposal or to seek a best and final offer before awarding a contract. Selection and award will be based on the offeror's proposal and other items outlined in this RFP.

8.1.1.3 Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response or subsequent "best and final offer," if requested, will not be considered and will have no bearing on any award.

8.2 EVALUATION CRITERIA

The evaluation committee will review and evaluate the offers according to the following criteria:

8.2.1 Company Service Qualifications……..15%

8.2.2 Three references……...5%

8.2.3 Years in business……5%

8.2.4 Project Manager……...10%

8.2.5 Implementation Plan……15%

8.2.6 Training Requirements…….10%

8.2.7 Organization……...10%

8.2.8 Technical Abilities ……10%

8.2.9 Cost Analysis…….20%

9. PROPOSAL CONTENTS

The following items constitute the RFP submittal in response to the request herein:

9.1 THE RFP

9.2 THE COST SUMMARY OR PROPOSAL FORM

9.3 REQUESTED ATTACHMENTS

9.3.1 References

9.3.2 Resumes

9.3.3 Business Plan

9.3.4 Financial Information

9.3.5 Signed Execution of Offer

10. TEXAS PUBLIC INFORMATION ACT

Notwithstanding any other provisions, this request for proposals, along with any associated contract, is subject to the Texas Public Information Act.

EXECUTION OF OFFER

Date:

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

By executing this offer, Offeror affirms that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror shall be removed from all proposal lists.

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror or the firm, corporation, or institution represented by the Offeror or anyone acting for such firm, corporation, or institution has violate the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer being made to any competitor or any other person in such line of business. By signing this offer, Offeror certifies that if a Texas address is shown as the address of the Offeror, Offeror qualifies as a Texas Resident Offeror as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through _____.

Offeror/ COMPANY: _____

SIGNATURE (INK): _____

NAME: (TYPED/PRINTED) _____

TITLE: _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

City Of Midland
Turf & Landscape Services
Cost Summary

Instructions and Information

Cost Summary Instructions and Information

1. Insert the bid amounts on each schedule according to the requirements coinciding with the specification for that schedule.

2. The last column is to provide the total monthly cost of fuel that is already included in the monthly costs for mowing, trimming, etc. This is for City informational purposes and does not preclude including fuel cost in these costs.

3. The Rack price per gallon of gasoline used to prepare this proposal is: $ _____

3. The Rack price per gallon of diesel used to prepare this proposal is: $ _____

4. Estimated number of gallons of diesel fuel per month:..... _____

5. Estimated number of gallons of unledded gasoline..... _____

Name of Company submitting this offer: _____

Schedule A

City of Midland

Turf and Landscape Maintenance Services

Cost Summary

SCHEDULE A - SPORTS ASSOCIATION ATHLETIC FIELDS

Proposal From:			Monthly Bids For Specific Services			Composite Bids for All Services	
Property Name	Location	Area	Litter and Trash Pick Up, Edging,Trimming, (57 cycles/year)	Aerification and Fertilization (2 times / year)	Pesticide, Herbicide (as needed)	Monthly	Annually
Beal Park	5200 Wall						
(Baseball)		8 AC.					
(Cricket)		½ AC.					
(Soccer)		4 ½ AC.					
Butler Park	4000 Bluebird						
(Baseball)		7 AC.					
(Soccer)		8 AC.					
CJ Kelly Park	5500 League Drive						
(Baseball)		5 AC.					
(Football)		2 AC.					
Hogan Park	1201 E. Wadley						
(Baseball)		8 AC.					
(Softball)		9 AC.					
(Soccer)		22 ½ AC.					
Reyes/Mashburn/Nelms Park	2101 E. Cuthbert						
(Baseball)		7 AC.					
(Soccer)		12 AC.					
MUGS/Ulmer Park	2700 W. Kentucky						
(Softball)		9 AC.					
Windlands Park	1000 W. Dengar						
(Baseball)		4 AC.					

City Of Midland

Turf & Landscape Services

Cost Summary

Schedule A

Proposal From:			Monthly Bids For Specific Services			Composite Bids for All Services	
Property Name	Location	Area	Litter and Trash Pick Up, Edging,Trimming, (57 cycles/year)	Aerification and Fertilization (2 times / year)	Pesticide, Herbicide (as needed)	Monthly	Annually
(Soccer)		19 AC.					
Totals Schedule A							

Schedule B

City of Midland

Turf and Landscape Maintenance Services

Cost Summary

SCHEDULE B – GENERAL PARK LAND/SCHARBAUER SPORTS COMPLEX

Proposal From:

Property Name	Location	Turf Area	Plant Bed Area	Monthly Bids For Specific Services: Litter and Trash Pick Up, Edging, Trimming (35 cycles/year)	Fertilization (2 times / year)	Pesticide, Herbicide (as needed)	Plant Bed and Shrub Maintenance (8 times / year)	Composite Bids for All Services: Monthly	Annually
Beal	5200 Wall	35 AC.	NA						
Bradford	801 E Pennsylvania	3.5 AC.	NA						
Butler	4000 Bluebird	13 AC.	1358						
Cowden	1100 Ward	6 AC	NA						
Crier Park	"H" at Texas	½ AC	5722						
Dennis the Menace	2201 W. Indiana	5.7 AC.	NA						
Doug Russell Pool	900 N. Midland Dr.	5 AC	450						
Dunagan	600 E. Gist	2 AC.	NA						
(Soccer)		6 AC.	NA						
Elkin	1101 W. Washington	2 AC.	100						
Essex	3400 Whittle Way	4 AC.	1000						
Faskin	2301 Humble Ave	3 ½ AC.	NA						
Garrett-Brown	300 S. Holly Dr	9 AC.	NA						
Grasslands	2501 Crowly	7 AC.	NA						
Haley	1800 Holloway Ave.	3 ½ AC.	NA						
Halff	100 E. New Jersey	2 AC.	NA						
Henderson	4701 Graceland Dr.	3 ½ AC	NA						
Hidalgo Park	1401 Orchard Lane	6 AC	NA						
(Softball)		1 AC.	NA						
Hill	1301 W. Cuthbert	5 ½ AC	400						
Hogan Park	1201 E. Wadley	57 AC	1064						
(Dog Parks)		5 AC.	NA						
House	4800 Ric Drive	6 ½ AC	NA						
Ida Jo Moore	701 W. Nobles	1 ½ AC.	NA						
Indiana Islands (3)	At "C" and "G"	2 AC.	NA						
Jacotte	Golf Course intersect.	1 AC.	NA						
	With Jacotte		NA						
Lloyd	Cuthbert & Marienfeld	1/3 AC.	NA						
CJ Kelly	5500 League Drive	43 AC.	1000						

City Of Midland

Turf & Landscape Services

Cost Summary

Schedule B

Proposal From:				Monthly Bids For Specific Services				Composite Bids for All Services	
Property Name	Location	Turf Area	Plant Bed Area	Litter and Trash Pick Up, Edging,Trimming (35 cycles/year)	Fertilization (2 times / year)	Pesticide, Herbicide (as needed)	Plant Bed and Shrub Maintenance (8 times / year)	Monthly	Annually
M.L. King, Jr.	1415 E Scharbauer	3 ½ AC.	NA						
Kiwanis	2900 Haynes Dr	4 AC.	NA						
Lamesa Triangle	Kentucky and Indiana	½ AC	NA						
			NA						
Scharbauer Sports Complex	801 N Loop 250 W	46 AC	26,114						
Lancaster	3501 W. Kansas	7 AC	NA						
Lancaster (Annex)	3400 W. Storey	2 ½ AC	NA						
Lancaster (Tesco)	3500 W. Kansas	4 AC.	NA						
Ratlif	2411 Edwards	5 AC.	NA						
Reyes/Mashburn/Nelms	2101 E. Cuthbert	48 AC.	NA						
Santa Rita	5200 Whitman	5 AC.	NA						
Scharbauer Triangle	1601 W. Scharbauer	1 AC	NA						
Sidwell	500 Neely	5 ½ AC.	NA						
Sparks	1500 E. Golf Course	5 AC.	NA						
Taylor	1401 E. Carter Dr	8 AC.	NA						
Trinity	3900 St. Andrew	4 AC	NA						
Tumbleweed	1300 Ventura	9 AC	NA						
Ulmer	2700 W. Kentucky	19 AC.	NA						
Unity	600 N. Mineola	1 AC	1244						
Vietnam Memorial	Wright Drive	2 ½ AC	25,000						
Wadley Barron	1001 N. A Street	5 AC	450						
Washington Park	1803 E. Indiana	16 AC.	1500						
Windlands Park	1000 W. Dergar	17 AC	3100						
Totals Schedule B									

City Of Midland

Turf & Landscape Services

Cost Summary

Schedule B

Proposal From:				Monthly Bids For Specific Services				Composite Bids for All Services	
Property Name	Location	Turf Area	Plant Bed Area	Litter and Trash Pick Up, Edging,Trimming (35 cycles/year)	Fertilization (2 times / year)	Pesticide, Herbicide (as needed)	Plant Bed and Shrub Maintenance (8 times / year)	Monthly	Annually

Schedule C

City of Midland

Turf and Landscape Maintenance Services

Cost Summary

SCHEDULE C - BI-MONTHLY MOWING

Proposal From:			Monthly Bids For Specific Services	Composite Bids for All Services	
Property Name	Location	Area	Litter and Trash Pick Up, Edging,Trimming, (18 cycles/year)	Monthly	Annually
Andrews Hwy ROW	Andrews & Godfrey	½ AC			
Fuhrman House	3301 Sinclair	1 ¼ AC			
Heritage Blvd	Behind Lowe's	½ AC			
HWY 191 Easement	Adj to Grasslands	3 AC			
Loop 250 Easement	Adj to Grasslands	4 AC			
Marienfeld at Rankin Hwy	Same	½ AC			
Orchard & Front	Same	½ AC			
Scharbauer ROW	"C"-"I" Pecos to Humble	5 ¼ AC			
Lamesa at Cuthbert	Same	¼ AC			
Holiday Hill Rd Extension	Holiday Hill North	18 AC			
Totals Schedule C					

City Of Midland

Turf & Landscape Services

Cost Summary

Schedule C

Proposal From:			Monthly Bids For Specific Services	Composite Bids for All Services	
Property Name	Location	Area	Litter and Trash Pick Up, Edging,Trimming, (18 cycles/year)	Monthly	Annually

Schedule D

City of Midland

Turf and Landscape Maintenance Services

Cost Summary

SCHEDULE D - OCCASIONAL MOWING

Proposal From:			Monthly Bids For Specific Services	Composite Bids for All Services	
Property Name	Location	Area	Litter and Trash Pick Up and Mowing (3 cycles/year)	Monthly	Annually
Heritage Center (Lineberry House)	802 S. Main	3 AC			
Windlands Park Natural Area & Jogging Trail	1000 W. Dengar	20 AC			
Caldera Drainage Basin	Caldera at Midkiff	8 ½ AC.			
Exeter Pond	Off Tealwood	2 AC			
Briarwood & Northgate	Same	1 ½ AC			
Upland Catch Basin	Midkiff – by Grafa Park	4 ½ AC.			
Southridge	Southridge at Eastview	2 AC			
Greathouse Park Site	Oak Valley Drive & Riverside	5 AC			
Totals Schedule D					

City Of Midland

Turf & Landscape Services

Cost Summary

Schedule D

Proposal From:			Monthly Bids For Specific Services	Composite Bids for All Services	
Property Name	Location	Area	Litter and Trash Pick Up and Mowing (3 cycles/year)	Monthly	Annually

Schedule E

City of Midland

Turf and Landscape Maintenance Services

Cost Summary

SCHEDULE E - NO MOW AREAS (XERISCAPE AND/OR BEDS ONLY

Proposal From:			Monthly Bids For Specific Services	Composite Bids for All Services	
Property Name	Location	Area	Litter and Trash Pick Up, Weed Control, Pest Control, Planter Bed Maintenance, and Shrub Maintenance (18 cycles/year)	Monthly	Annually
Broadway Island	At Ohio Ave	22721 sq. ft.			
Broadway Median	At Cuthbert	500 sq. ft.			
Cowden Island	At Big Spring	1950 sq. ft.			
Cowden Island	At Colorado	7838 sq. ft.			
Main & Baird	Islands	5544 sq. ft.			
Wall Street	Downtown beds/trees	450 sq. ft.			
Front Street	Beds near RR tracks	1000 sq. ft.			
Volunteer Park	Big Spring & Marienfeld	14348 sq. ft.			
Totals Schedule E					

City Of Midland
Turf & Landscape Services
Cost Summary

Schedule E

Proposal From:			Monthly Bids For Specific Services	Composite Bids for All Services	
Property Name	Location	Area	Litter and Trash Pick Up, Weed Control, Pest Control, Planter Bed Maintenance, and Shrub Maintenance (18 cycles/year)	Monthly	Annually

Schedule F)

City of Midland

Turf and Landscape Maintenance Services

Cost Summary

SCHEDULE F – CITY OFFICES

Proposal From:				Monthly Bids For Specific Services				Composite Bids for All Services	
Property Name	Location	Turf Area	Plant Bed Area	Litter and Trash Pick Up, Edging,Trimming (32 cycles/year)	Fertilization (2 times / year)	Pesticide, Herbicide (as needed)	Plant Bed and Shrub Maintenance (12 times / year)	Monthly	Annually
Animal Control	1200 N. Fairground	1 AC	NA						
City Hall	300 N. Loraine	NA	5573						
Loraine Center	Loraine & Louisiana	¼ AC	951						
Municipal Court	406 E. Illinois	¼ AC	1359						
MLK Comm Center	2300 Butternut	3 AC	1000						
Centennial Plaza	105 N. Lorraine	½ AC	16861						
Scarborough/Lineberry House	802 S. Main	1 AC	1250						
Old Police Station	404 E. Texas	¼ AC	NA						
Parks Office	2701 Elizabeth	¼ AC	800						
Baldwin Office	300 Baldwin	¼ AC	500						
Totals Schedule F									

City Of Midland

Turf & Landscape Services

Cost Summary

Schedule F)

Proposal From:				Monthly Bids For Specific Services				Composite Bids for All Services	
Property Name	Location	Turf Area	Plant Bed Area	Litter and Trash Pick Up, Edging,Trimming (32 cycles/year)	Fertilization (2 times / year)	Pesticide, Herbicide (as needed)	Plant Bed and Shrub Maintenance (12 times / year)	Monthly	Annually

Schedule G

City of Midland

Turf and Landscape Maintenance Services

Cost Summary

SCHEDULE G - ADDITIONAL MAINTENANCE SERVICES AS REQUIRED

Proposal From:	Quantities	Composite Bids for All Services	
Items of Work	Estimated Quantity Per Year	Each	Annually
ORNAMENTAL SHRUB (1 GAL)	200		
ORNAMENTAL SHRUB (5 GAL)	100		
ORNAMENTAL TREE PLANTING	25		
TREE PLANTING	50		
TREE REMOVAL-TYPE A	20		
TREE REMOVAL-TYPE B	50		
Totals Schedule G			

CITY OF MIDLAND
SERVICE CONTRACT
#21004234

THIS CONTRACT, effective this ___ day of _____, 20____, by and between the City of Midland, hereinafter referred to as the "CITY" and _____, hereinafter referred to as the "COMPANY".

Projected Annual Cost: $_____

For and in consideration of the payments and Contracts hereinafter mentioned, COMPANY and CITY hereby agree as follows:

1. COMPANY shall perform all work as set forth in the Specifications and Instructions to Bidders, which are incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, Instructions to Bidders, and the Specifications and addenda therefor, and the Performance Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.

3. CITY agrees to pay COMPANY in current funds the price or prices shown in the Proposal, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.

4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

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

RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, IT'S AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.1. COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.2. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND,

INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

6. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

7. CITY shall have the right to withhold payment for:

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

d. damage to other work or CITY's property or equipment; or

e. default of COMPANY in performance of this Contract.

The Initial term of this Contract shall be one (1) year. CITY shall have the right to extend the term of this Contract for six (6) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

8. Prices for the extension of the Contract described in Paragraph 6.1 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal.

9. COMPANY shall:

a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

b. have a designated supervisor on the job site at all times work is in progress;

c. make no changes in the scheduled work without written authorization from CITY;

e. permit and facilitate inspection of the work in progress by CITY;

f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

h. remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

i. not permit any worker to labor more than eight (8) hours during any one (l) calendar day or more than forty (40) hours during any one (l) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

10. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Specifications.

11. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

12. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:

(If mailed) P. O. Box 1152
Midland, Texas 79702

(If hand delivered) 300 North Loraine
Suite 220
Midland, Texas 79701

To COMPANY.

The above addresses may be changed at any time by providing written notice to the other party.

13. **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.

14. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

15. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

16. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be binding.

17. **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.

18. 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.

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

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

20. **NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and

except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

21. **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.

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

23. **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.

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.

25. **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.

26. **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.

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

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. **INSURANCE**

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

Commercial General Liability (including Contractual liability):

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

	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Worker's Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis.

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

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

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

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

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code.

30. **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.

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

32. **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.

33. **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.

34. **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.

35. 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: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF_____§
§
COUNTY OF_____§

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

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

_____
Notary Public, State of _____

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of $50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by 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.

EXHIBIT D – BUILDING WAGE RATES rev 01-01-21

General Decision Number: TX20210261 01/01/2021

Superseded General Decision Number: TX20200261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 28.00	22.35

ENGI0178-005 06/01/2020

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

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* IRON0084-011 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 25.26	7.13

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* PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27	0.00

IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80	0.00
LABORER: Mason Tender - Brick	$ 11.38	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58	0.00
LABORER: Pipelayer	$ 12.49	2.13
LABORER: Roof Tearoff	$ 11.28	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.25	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 16.22	0.34
OPERATOR: Forklift	$ 14.83	0.00
OPERATOR: Grader/Blade	$ 13.37	0.00
OPERATOR: Loader	$ 13.55	0.94
OPERATOR: Mechanic	$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.03	0.00
OPERATOR: Roller	$ 12.70	0.00
PAINTER (Brush, Roller, and Spray)	$ 15.00	0.73
PIPEFITTER	$ 25.80	8.55
ROOFER	$ 14.75	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 19.50	0.00

TILE FINISHER.....$ 11.22 0.00

TILE SETTER.....$ 14.74 0.00

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

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

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 _____ _____

Signature of vendor doing business with the governmental entity Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

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

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

"Seller", as used herein, has the same meaning as "Company". "Buyer", as used herein, has the same meaning as "City".

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

23. **INSURANCE –**

The following provisions apply unless the agreement is for the supply of goods only:

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

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

The Commercial General Liability shall be on a per project or policy aggregate, including completed operations, and shall be on an occurrence basis.

The Workers' Compensation coverage provided by Seller shall inure to the benefit of employees injured during the course and scope of their employment by Seller pursuant to this agreement.

The Business Automobile Liability insurance provided by Seller shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this agreement.

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."

Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

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

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

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

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

27. INDEPENDENT CONTRACTOR - It is expressly understood and agreed that Seller shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Buyer; that Seller shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller. No person performing any of the work and services described hereunder by Seller shall be considered an officer, agent, servant or employee of the Buyer. Further, it is specifically understood and agreed that nothing in this agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Seller shall be an independent contractor under this agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Buyer does not have the power to direct the order in which the work is done. The Buyer shall not have the right to control the means, methods or details of the Seller's work. Seller shall assume exclusive responsibility for the work. Seller is entirely free to do the work in its own way.

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

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

29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

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

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY**.

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

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

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

THE SELLER AND BUYER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

33. CONSIDERATION - The terms of this agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. CERTIFICATION - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

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

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

City Council Meeting

Item Number: 8

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION REJECTING THE SOLE BID RECEIVED FOR THE REMOVAL OF WATER TREATMENT PLANT SOLIDS FROM THE WATER PURIFICATION PLANT (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Approval of a resolution rejecting the sole bid for the removal of water treatment plant solids from the Water Purification Plant.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required at this time.

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the removal of water treatment plant solids from the Water Purification Plant. Bid requests were issued to thirty (30) contractors. We received one (1) bid. Staff recommends rejecting the sole bid received since the bid was over budget. Please see the attached memo from Carl Craigo, Utilities Director, for more information.

Therefore, please consider a resolution rejecting all bids received for the removal of water treatment plant solids from the Water Purification Plant.

Tina Dawg

City Manager's Office

RESOLUTION NO. _____

RESOLUTION REJECTING THE SOLE BID RECEIVED FOR THE REMOVAL OF WATER TREATMENT PLANT SOLIDS FROM THE WATER PURIFICATION PLANT

WHEREAS, the City Manager advertised for competitive bids for the removal of water treatment plant solids from the Water Purification Plant (the "Project"); and

WHEREAS, the City Council finds it to be in the public interest to reject the sole bid received for the Project, which was opened on July 21, 2021;

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

SECTION ONE. That the recitals stated above are hereby adopted.

SECTION TWO. That the sole bid received for the Project is hereby rejected.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

INTEROFFICE MEMORANDUM

TO: Erika Munoz, Purchasing Manager

FROM: Carl Craigo, Utilities Director

SUBJECT: Consider a Resolution rejecting the sole bid for the removal of water treatment plant solids from the Water Purification Plant.

DATE: October 10, 2021

The City of Midland operates a Water Purification Plant that treats surface water from lakes Ivey, Spence and Thomas. Filter backwash water is directed to two cement detention basins where solids settle, water is removed and sent back to the head of the treatment facility. As water is brought through the facility and treated, solids fall out in the sedimentation basins and are removed via pumps to sludge drying beds for dewatering.

The project was advertised for the removal of solids in July 2021, three contractors attended the mandatory walk through. Bids were received on July 21, 2021 and there was a sole bid. The bid was more than twice the expected cost of the project.

Utilities requests to reject the sole bid and will evaluate other options for the removal of solids.

City of Midland - Bid Tabulation

BID # 21003893
Sludge Removal at the Water Purification Plant

OPENED July 21, 2021

Ecorobotics
905 W. 13th Street
Deer Park, TX 77536
Tbobo@ecorobotics.com
713-249-4455

ITEM	QTY	DESCRIPTION	COST EA.	TOTAL
1	1	Labor, Material, Equipment, and supervision necessary for the removal of water treatment plant solids from the Water Purification Plant in accordance with the attached specifications proposal form and contract.	$229,977.00	$229,977.00
		TOTAL PROPOSAL		$229,977.00

Bidding Summary:

30 **Bid requests were issued.**

1 **Bids listed above**

0 **NO RESPONSE were received.**

29 **Bidders did not respond.**

City Council Meeting

Item Number: 9

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR EMERGENCY REPAIR SERVICES OF A TWENTY-ONE INCH WASTEWATER LINE IN THE BOTTOM OF SCHARBAUER DRAW BY EDGARDO MADRID & ASSOCIATES, LLC, FOR A TOTAL COST OF $146,364.07 (DISTRICT 3) (GENERAL SERVICES)

Purpose:

Approval of a resolution ratifying and approving the emergency repair of a 21" wastewater line at the bottom of Scharbauer Draw by Edgardo Madrid & Associates LLC for a total cost of $146,364.07.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the FY21 Water & Sewer Fund Operating Budget.

Discussion:

Edgardo Madrid & Associates LLC was called to repair a 21" wastewater line at the bottom of Scharbauer Draw. The line had been broken and was allowing millions of gallons of stormwater flow to enter the wastewater system and over burden the water reclamation facility. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution ratifying and approving the emergency repair of a 21" wastewater line at the bottom of Scharbauer Draw by Edgardo Madrid & Associates LLC of Midland, Texas for a total cost of $146,364.07.

Tina Jaug

City Manager's Office

RESOLUTION NO. _____

RESOLUTION RATIFYING AND APPROVING THE PAYMENT FOR EMERGENCY REPAIR SERVICES OF A TWENTY-ONE INCH WASTEWATER LINE IN THE BOTTOM OF SCHARBAUER DRAW BY EDGARDO MADRID & ASSOCIATES, LLC, FOR A TOTAL COST OF $146,364.07

WHEREAS, a twenty-one inch wastewater line was broken and allowing millions of gallons of stormwater flow to enter the wastewater system and overburden the water reclamation facility; and

WHEREAS, Edgardo Madrid & Associates, LLC, was the emergency utility contractor called on to provide emergency repair services of said line; and

WHEREAS, Edgardo Madrid & Associates, LLC, agreed to provide the emergency repair services for a total cost of $146,364.07 as shown on the invoice attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds and determines that said unforeseen damage to said line constitutes unforeseen damage to public machinery, equipment, or other property as contemplated by TEX. LOC. GOV'T CODE § 252.022(a)(3); and

WHEREAS, the City Council finds it to be in the public interest to ratify and approve the payment for emergency repair services provided by Edgardo Madrid & Associates, LLC, for the repair of said line for a total cost of $146,364.07;

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

SECTION ONE. That the payment for emergency repair services of said line by Edgardo Madrid & Associates, LLC, at a total cost of $146,364.07, is hereby ratified and approved.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Edgardo Madrid & Associates, LLC, an amount not to exceed $146,364.07 from funds available in the FY21 Water & Sewer Fund Operating Budget upon proper receipt of

invoices or statements approved by the Interim City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller City Attorney

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Carl Craigo, PE, Utilities Director

SUBJECT: Consider a Resolution Ratifying the Emergency wastewater repair performed by Edgardo Madrid & Associates.

DATE: August 10, 2021

Mid-June 2021, crews uncovered a damaged 21" wastewater line in the bottom of Scharbauer Draw. The line was a clay pipe that had been concreted over. The line had been broken and was allowing millions of gallons of stormwater flow enter the wastewater system and over burdening the water reclamation facility. Cross connection of storm water and wastewater systems are prohibited by TCEQ.

Utilities brought in Edgardo Madrid & Associates to replace the broken line. Madrid had just wrapped up a City Utilities project and was the first contractor that could get crews on site. They were able to replace the pipe before the large rain storms Midland received in July.

Utilities requests to ratify the emergency repair of the 21" wastewater line by Edgardo Madrid & Associates LLC at a cost of $146,364.07 using funds available in the FY21 Water & Sewer Fund Operating Budget.

Invoice

EDGARDO MADRID & Associates

Date	Invoice #
7/14/2021	21-076

6216 Spahn St
Midland, TX 79706
4322605822

jorge@edgardomadrid.com

7/15/21

Bill To	Project
City of Midland P.O Box 1152 Midland,TX 79702	Scharbauer Dr. & D Street

Due Date	Terms
7/14/2021	Due on receipt

Quantity	Description	Rate	Amount
	Scharbauer Dr. & D Street 21" Sewer Line Repair		
1	Sewer Line Repair June 21- June 27	126,479.07	126,479.07
1	Sewer Line Repair June 28- July 04	6,985.00	6,985.00
1	Sewer Line Repair July 04- July 11	12,900.00	12,900.00
	Sales Tax Midland	8.25%	0.00
		Total	$146,364.07

EDGARDO MADRID & ASSOCIATES

6216 SPAHN STREET, MIDLAND TX 79706 • (432) 940-9683 • EDGARDO.MADRID@YMAIL.COM

INVOICE

CLIENT :
CITY OF MIDLAND
300 N Lorraine St
Midland, TX 79701

PROJECT :
CITY OF MIDLAND
Scharbauer Dr. & D Street
21" Sewer Line Repair
Midland, TX

PROJECT DESCRIPTION :
Sewer Line Repair **Jun 21- Jun27**

LABOR

Date	Employee	Hrs	Rate	Total	Activity
6/21/2021	Alex Nieto/Foreman	11.00	$75.00	$825.00	Putting Plug for Bypass
6/21/2021	Raul Urias/Operator	11.00	$65.00	$715.00	Cutting 21" pipe and tied into
6/21/2021	Rogelio Marquez/Laborer	11.00	$50.00	$550.00	it and put 3 Joints in
6/21/2021	Robert Grimaldo/Laborer	11.00	$50.00	$550.00	
6/21/2021	Armando Urias/Laborer	11.00	$50.00	$550.00	
6/21/2021	Armando Urias Jr/Laborer	0.00	$50.00	$0.00	
6/21/2021	Domingo Rodriguez/Driver	0.00	$65.00	$0.00	
6/22/2021	Alex Nieto/Foreman	10.50	$75.00	$787.50	Digging out manhole getting ready
6/22/2021	Raul Urias/Operator	10.50	$65.00	$682.50	for concrete
6/22/2021	Rogelio Marquez/Laborer	10.50	$50.00	$525.00	
6/22/2021	Robert Grimaldo/Laborer	10.50	$50.00	$525.00	
6/22/2021	Armando Urias/Laborer	10.50	$50.00	$525.00	
6/22/2021	Armando Urias Jr/Laborer	0.00	$50.00	$0.00	
6/22/2021	Domingo Rodriguez/Driver	0.00	$65.00	$0.00	
6/23/2021	Alex Nieto/Foreman	10.50	$75.00	$787.50	Put 4 21" Pipes poured Concrete Inside
6/23/2021	Raul Urias/Operator	10.50	$65.00	$682.50	Manhole and Top of pipe.
6/23/2021	Rogelio Marquez/Laborer	10.50	$50.00	$525.00	
6/23/2021	Robert Grimaldo/Laborer	10.50	$50.00	$525.00	Oscar brought one load of gravel
6/23/2021	Armando Urias/Laborer	10.50	$50.00	$525.00	
6/23/2021	Armando Urias Jr/Laborer	0.00	$50.00	$0.00	
6/23/2021	Oscar Barrera/Driver	1.00	$65.00	$65.00	
6/24/2021	Alex Nieto/Foreman	11.00	$75.00	$825.00	Putting 21" Pipe
6/24/2021	Raul Urias/Operator	11.00	$65.00	$715.00	
6/24/2021	Rogelio Marquez/Laborer	11.00	$50.00	$550.00	
6/24/2021	Robert Grimaldo/Laborer	11.00	$50.00	$550.00	
6/24/2021	Armando Urias/Laborer	11.00	$50.00	$550.00	
6/24/2021	Armando Urias Jr/Laborer	0.00	$50.00	$0.00	
6/24/2021	Domingo Rodriguez/Driver	0.00	$65.00	$0.00	
6/24/2021	Alex Nieto/Foreman	13.00	$75.00	$975.00	Tied into manhole backfilled and poured
6/24/2021	Raul Urias/Operator	13.00	$65.00	$845.00	2 sack

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6/24/2021	Rogelio Marquez/Laborer	13.00	$50.00	$650.00	
6/24/2021	Robert Grimaldo/Laborer	13.00	$50.00	$650.00	
6/24/2021	Armando Urias/Laborer	13.00	$50.00	$650.00	
6/24/2021	Armando Urias Jr/Laborer	0.00	$50.00	$0.00	
6/24/2021	Domingo Rodriguez/Driver	0.00	$65.00	$0.00	
		Subtotal Salaries =		**$16,305.00**	

MATERIALS & SUBCONTRACTOR

Date	Vendor	Description	Amount
6/16/2021	Benmark	Invoice #3279522	$6,568.80
6/16/2021	Benmark	Invoice #3279534	$3,991.00
6/16/2021	Benmark	Invoice #3279538	$8,211.00
6/21/2021	Benmark	Invoice #3280039	$6,905.50
6/21/2021	Benmark	Invoice #3280051	$1,305.74
6/23/2021	Benmark	Invoice #3280359	$53.20
6/24/2021	Benmark	Invoice #3280547	$41.60
6/28/2021	Benmark	Invoice #3280924	$549.21
6/29/2021	Benmark	Invoice #3281062	$106.39
6/22/2021	Trinidad Ready Mix	Invoice #4191	$1,166.40
6/23/2021	Trinidad Ready Mix	Invoice #4196	$3,240.00
6/24/2021	Trinidad Ready Mix	Invoice #4199	$2,332.80
6/24/2021	Trinidad Ready Mix	Invoice #4208	$4,320.00
6/30/2021	Trinidad Ready Mix	Invoice #4213	$1,800.00
6/29/2021	United Rentals Trench	Invoice #194925200-001	$3,766.05
7/7/2021	4K Materials	13.5 tons of hot mix	$1,188.00
6/30/2021	Rain for Rent	$43,365.88 + 15% OVERHEAD = $49,365.88	$49,365.88
		Subtotal Materials =	**$94,911.57**

EQUIPMENT

Date	Equipment	Hrs	Rate	Total	Activity
6/21/2021	Backhoe	11.00	$75.00	$825.00	Putting plug for bypass
6/21/2021	Skid Steer	11.00	$50.00	$550.00	cutting 21" pipe and tied into it
6/21/2021	Mini Excavator	11.00	$50.00	$550.00	and put 3 joints in.
6/21/2021	Excavator	11.00	$100.00	$1,100.00	
6/22/2021	Backhoe	10.50	$75.00	$787.50	Digging out manhole getting ready
6/22/2021	Skid Steer	10.50	$50.00	$525.00	for concrete
6/22/2021	Mini Excavator	10.50	$50.00	$525.00	
6/22/2021	Excavator	10.50	$100.00	$1,050.00	
6/23/2021	Backhoe	10.50	$75.00	$787.50	Put 4 21" Pipes poured Concrete Inside
6/23/2021	Skid Steer	10.50	$50.00	$525.00	Manhole and Top of pipe.
6/23/2021	Mini Excavator	10.50	$50.00	$525.00	

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6/23/2021	Excavator	10.50	$100.00	$1,050.00	Oscar brought one load of gravel
6/24/2021	Backhoe	10.50	$75.00	$787.50	Putting 21" Pipe
6/24/2021	Skid Steer	10.50	$50.00	$525.00	
6/24/2021	Mini Excavator	10.50	$50.00	$525.00	
6/24/2021	Excavator	10.50	$100.00	$1,050.00	
6/24/2021	Backhoe	13.00	$75.00	$975.00	Tied into manhole backfilled and poured
6/24/2021	Skid Steer	13.00	$50.00	$650.00	2 Sack
6/24/2021	Mini Excavator	13.00	$50.00	$650.00	
6/24/2021	Excavator	13.00	$100.00	$1,300.00	

Subtotal Equipment =	$15,262.50

Subtotal =	$126,479.07
Sales Tax =	$0.00
Total Invoice =	$126,479.07

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INVOICE

CLIENT :
CITY OF MIDLAND
300 N Lorraine St
Midland, TX 79701

PROJECT :
CITY OF MIDLAND
Scharbauer Dr. & D Street
21" Sewer Line Repair
Midland, TX

PROJECT DESCRIPTION :
Sewer Line Repair **JUN28-JULY4**

LABOR					
Date	**Employee**	**Hrs**	**Rate**	**Total**	**Activity**
6/28/2021	Alex Nieto/Foreman	0.00	$75.00	$0.00	
6/28/2021	Raul Urias/Operator	0.00	$65.00	$0.00	
6/28/2021	Rogelio Marquez/Laborer	0.00	$50.00	$0.00	RAINY DAY
6/28/2021	Robert Grimaldo/Laborer	0.00	$50.00	$0.00	
6/28/2021	Armando Urias/Laborer	0.00	$50.00	$0.00	
6/28/2021	Armando Urias Jr/Laborer	0.00	$50.00	$0.00	
6/28/2021	Domingo Rodriguez/Driver	0.00	$65.00	$0.00	
6/29/2021	Alex Nieto/Foreman	5.00	$75.00	$375.00	Clean up
6/29/2021	Raul Urias/Operator	5.00	$65.00	$325.00	
6/29/2021	Rogelio Marquez/Laborer	5.00	$50.00	$250.00	
6/29/2021	Robert Grimaldo/Laborer	5.00	$50.00	$250.00	
6/29/2021	Armando Urias/Laborer	5.00	$50.00	$250.00	
6/29/2021	Armando Urias Jr/Laborer	0.00	$50.00	$0.00	
6/29/2021	Domingo Rodriguez/Driver	2.00	$65.00	$130.00	
6/30/2021	Alex Nieto/Foreman	10.00	$75.00	$750.00	Fix 6" Sewer line poured 2 sack
6/30/2021	Raul Urias/Operator	10.00	$65.00	$650.00	
6/30/2021	Rogelio Marquez/Laborer	10.00	$50.00	$500.00	
6/30/2021	Robert Grimaldo/Laborer	10.00	$50.00	$500.00	
6/30/2021	Armando Urias/Laborer	10.00	$50.00	$500.00	
6/30/2021	Armando Urias Jr/Laborer	0.00	$50.00	$0.00	
6/30/2021	Oscar Barrera/Driver	2.00	$65.00	$130.00	
7/1/2021	Alex Nieto/Foreman	0.00	$75.00	$0.00	
7/1/2021	Raul Urias/Operator	0.00	$65.00	$0.00	
7/1/2021	Rogelio Marquez/Laborer	0.00	$50.00	$0.00	
7/1/2021	Robert Grimaldo/Laborer	0.00	$50.00	$0.00	
7/1/2021	Armando Urias/Laborer	0.00	$50.00	$0.00	
7/1/2021	Armando Urias Jr/Laborer	0.00	$50.00	$0.00	
7/1/2021	Domingo Rodriguez/Driver	0.00	$65.00	$0.00	
7/2/2021	Alex Nieto/Foreman	0.00	$75.00	$0.00	
7/2/2021	Raul Urias/Operator	0.00	$65.00	$0.00	

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7/2/2021	Rogelio Marquez/Laborer	0.00	$50.00	$0.00	
7/2/2021	Robert Grimaldo/Laborer	0.00	$50.00	$0.00	
7/2/2021	Armando Urias/Laborer	0.00	$50.00	$0.00	
7/2/2021	Armando Urias Jr/Laborer	0.00	$50.00	$0.00	
7/2/2021	Domingo Rodriguez/Driver	0.00	$65.00	$0.00	
		Subtotal Salaries =		$4,610.00	

MATERIALS

Date	Vendor	Description	Amount
			$0.00
		Subtotal Materials =	$0.00

EQUIPMENT

Date	Equipment	Hrs	Rate	Total	Activity
6/28/2021	Backhoe	0.00	$75.00	$0.00	Rainy Day
6/28/2021	Skid Steer	0.00	$50.00	$0.00	
6/28/2021	Mini Excavator	0.00	$50.00	$0.00	
6/28/2021	Excavator	0.00	$100.00	$0.00	
6/29/2021	Backhoe	5.00	$75.00	$375.00	Clean up
6/29/2021	Skid Steer	5.00	$50.00	$250.00	
6/29/2021	Mini Excavator	0.00	$50.00	$0.00	
6/29/2021	Sweeper	5.00	$50.00	$250.00	
6/30/2021	Backhoe	0.00	$75.00	$0.00	Fix 6" Sewer Line
6/30/2021	Skid Steer	10.00	$50.00	$500.00	poured 2 sack
6/30/2021	Mini Excavator	10.00	$50.00	$500.00	
6/30/2021	Sweeper	10.00	$50.00	$500.00	
7/1/2021	Backhoe	0.00	$75.00	$0.00	
7/1/2021	Skid Steer	0.00	$50.00	$0.00	
7/1/2021	Mini Excavator	0.00	$50.00	$0.00	
7/1/2021	Excavator	0.00	$100.00	$0.00	
7/2/2021	Backhoe	0.00	$75.00	$0.00	
7/2/2021	Skid Steer	0.00	$50.00	$0.00	

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7/2/2021	Mini Excavator	0.00	$50.00	$0.00	
7/2/2021	Excavator	0.00	$100.00	$0.00	

Subtotal Equipment =	$2,375.00

Subtotal =	$6,985.00
Sales Tax =	$0.00
Total Invoice =	$6,985.00

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INVOICE

CLIENT :
CITY OF MIDLAND
300 N Lorraine St
Midland, TX 79701

PROJECT :
CITY OF MIDLAND
Scharbauer Dr. & D Street
21" Sewer Line Repair
Midland, TX

PROJECT DESCRIPTION :
Sewer Line Repair **JULY5-JULY11**

LABOR

Date	Employee	Hrs	Rate	Total	Activity
7/8/2021	Alex Nieto/Foreman	11.00	$75.00	$825.00	Poured 2 Sack
7/8/2021	Raul Urias/Operator	11.00	$65.00	$715.00	
7/8/2021	Rogelio Marquez/Laborer	11.00	$50.00	$550.00	
7/8/2021	Robert Grimaldo/Laborer	11.00	$50.00	$550.00	
7/8/2021	Armando Urias/Laborer	11.00	$50.00	$550.00	
7/8/2021	Armando Urias Jr/Laborer	0.00	$50.00	$0.00	
7/8/2021	Domingo Rodriguez/Driver	11.00	$65.00	$715.00	
7/9/2021	Alex Nieto/Foreman	11.00	$75.00	$825.00	Hot mix patchwork, cleaning, and
7/9/2021	Raul Urias/Operator	11.00	$65.00	$715.00	cutting out for concrete
7/9/2021	Rogelio Marquez/Laborer	11.00	$50.00	$550.00	
7/9/2021	Robert Grimaldo/Laborer	11.00	$50.00	$550.00	
7/9/2021	Armando Urias/Laborer	11.00	$50.00	$550.00	
7/9/2021	Armando Urias Jr/Laborer	0.00	$50.00	$0.00	
7/9/2021	Domingo Rodriguez/Driver	11.00	$65.00	$715.00	
7/10/2021	Alex Nieto/Foreman	6.00	$75.00	$450.00	Poured Concrete Manhole
7/10/2021	Raul Urias/Operator	6.00	$65.00	$390.00	Cover and clean up
7/10/2021	Rogelio Marquez/Laborer	6.00	$50.00	$300.00	
7/10/2021	Robert Grimaldo/Laborer	6.00	$50.00	$300.00	
7/10/2021	Armando Urias/Laborer	6.00	$50.00	$300.00	
7/10/2021	Armando Urias Jr/Laborer	0.00	$50.00	$0.00	
7/10/2021	Oscar Barrera/Driver	0.00	$65.00	$0.00	
	Alex Nieto/Foreman	0.00	$0.00	$0.00	
	Raul Urias/Operator	0.00	$0.00	$0.00	
	Rogelio Marquez/Laborer	0.00	$0.00	$0.00	
	Robert Grimaldo/Laborer	0.00	$0.00	$0.00	
	Armando Urias/Laborer	0.00	$0.00	$0.00	
	Armando Urias Jr/Laborer	0.00	$0.00	$0.00	
	Domingo Rodriguez/Driver	0.00	$0.00	$0.00	
	Alex Nieto/Foreman	0.00	$0.00	$0.00	
	Raul Urias/Operator	0.00	$0.00	$0.00	

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	Rogelio Marquez/Laborer	0.00	$0.00	$0.00	
	Robert Grimaldo/Laborer	0.00	$0.00	$0.00	
	Armando Urias/Laborer	0.00	$0.00	$0.00	
	Armando Urias Jr/Laborer	0.00	$0.00	$0.00	
	Domingo Rodriguez/Driver	0.00	$0.00	$0.00	
		Subtotal Salaries =		$9,550.00	

MATERIALS

Date	Vendor	Description	Amount
			$0.00
		Subtotal Materials =	$0.00

EQUIPMENT

Date	Equipment	Hrs	Rate	Total	Activity
7/8/2021	Backhoe	0.00	$75.00	$0.00	Poured 2 Sack
7/8/2021	Skid Steer	11.00	$50.00	$550.00	
7/8/2021	Mini Excavator	0.00	$50.00	$0.00	
7/8/2021	Excavator	0.00	$100.00	$0.00	
7/9/2021	Sweeper	11.00	$50.00	$550.00	
7/9/2021	Backhoe	0.00	$75.00	$0.00	Hot Mix Patch Work
7/9/2021	Skid Steer	11.00	$50.00	$550.00	cleaning and cutting out for concrete
7/9/2021	Mini Excavator	0.00	$50.00	$0.00	
7/9/2021	Roller	11.00	$50.00	$550.00	
7/9/2021	Sweeper	11.00	$50.00	$550.00	
7/10/2021	Backhoe	0.00	$75.00	$0.00	Poured Concrete manhole
7/10/2021	Skid Steer	6.00	$50.00	$300.00	cover and clean up
7/10/2021	Mini Excavator	0.00	$50.00	$0.00	
7/10/2021	Excavator	0.00	$100.00	$0.00	
7/10/2021	Sweeper	6.00	$50.00	$300.00	
	Backhoe	0.00	$75.00	$0.00	
	Skid Steer	0.00	$50.00	$0.00	
	Mini Excavator	0.00	$50.00	$0.00	
	Excavator	0.00	$100.00	$0.00	

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	Backhoe	0.00	$75.00	$0.00	
	Skid Steer	0.00	$50.00	$0.00	
	Mini Excavator	0.00	$50.00	$0.00	
	Excavator	0.00	$100.00	$0.00	

Subtotal Equipment =	$3,350.00

Subtotal =	$12,900.00
Sales Tax =	$0.00
Total Invoice =	$12,900.00

City Council Meeting

Item Number: 10

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE NEW YORK AVENUE PAVING BOND PROJECT TO CD KING CONSTRUCTION, LLC, DOING BUSINESS AS JD KING, OF SEMINOLE, TEXAS, AT A TOTAL COST OF $2,096,751.37; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT 2) (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the execution of a contract for the New York Ave Paving Bond Project.

Recommended City Council Action:

Approve

Fiscal Impact:

The amount of $2,356,426.50 is available in the Road Bond Projects Fund 120 and will be appropriated to a project for said purpose.

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the approval of a resolution authorizing the execution of a contract for the New York Ave Paving Bond Project. The bid request was sent to fifty-seven (57) companies. We received three (3) bids. Staff recommends awarding a contract to CD King Construction, LLC dba JD King Corporation for the amount of $2,096,751.37. Please see the attached memo from Matt Carr, City Engineer, for more information.

Therefore, please consider a resolution awarding a contract for the New York Ave Paving Bond Project to CD King Construction, LLC dba JD King Corporation of Seminole, Texas for the

amount of $2,096,751.37. Staff is also requesting an additional $209,675.13 in contingences plus $50,000.00 for project related costs for a total cost of $2,356,426.50.

Tina Jaug

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE NEW YORK AVENUE PAVING BOND PROJECT TO CD KING CONSTRUCTION, LLC, DOING BUSINESS AS JD KING, OF SEMINOLE, TEXAS, AT A TOTAL COST OF $2,096,751.37; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the New York Avenue Paving Bond Project (the "Project"); and

WHEREAS, Bid No. 21003941 was opened on July 21, 2021, with the lowest responsible bidder being CD King Construction, LLC, doing business as JD King, of Seminole, Texas ("Contractor"), having submitted a bid of $2,096,751.37 as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the total cost of the work to be completed, according to the previously advertised plans and specifications and the unit prices in Exhibit "A", shall not exceed $2,096,751.37; and

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

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost of $2,096,751.37, 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 10 percent ($209,675.13).

SECTION THREE. That the sum of $2,356,426.50 is hereby appropriated from the Road Bond Projects Fund 120 to a project account for said Project.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract and change orders executed in accordance with this resolution in an amount not to exceed $2,306,426.50 from funds available in the aforementioned project account 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., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

BP20-01 - City of Midland: New York Avenue Paving Bond Project

City of Midland - Engineering Services; July 21, 2021

BID TAB					CD King Construction LLC			Jones Bro. Dirt & Paving Contractors, Inc			Reece Albert, Inc.		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total
1	M1	Mobilization	8	MO	$ 12,698.49	$ 101,587.92	$ 101,587.92	$ 52,275.00	$ 418,200.00	$ 418,200.00	$ 33,955.50	$ 271,644.00	$ 271,644.00
2	M2	Erosion/Sediment Control	8	MO	$ 16,738.11	$ 133,904.88	$ 133,904.88	$ 8,300.00	$ 66,400.00	$ 66,400.00	$ 7,895.00	$ 63,160.00	$ 63,160.00
3	M3	Traffic Control	8	MO	$ 4,750.00	$ 38,000.00	$ 38,000.00	$ 4,000.00	$ 32,000.00	$ 32,000.00	$ 960.00	$ 7,680.00	$ 7,680.00
4	M4	Job Site Safety	8	MO	$ 1,250.54	$ 10,004.32	$ 10,004.32	$ 4,950.00	$ 39,600.00	$ 39,600.00	$ 1,200.00	$ 9,600.00	$ 9,600.00
5	M5	Berm Seeding & Stabilization	19	SY	$ 78.75	$ 1,496.25	$ 1,496.25	$ 27.50	$ 522.50	$ 522.50	$ 82.50	$ 1,567.50	$ 1,567.50
6	M6	Disturbed Areas Seeding & Stabilization	1	LS	$ 4,650.00	$ 4,650.00	$ 4,650.00	$ 27,500.00	$ 27,500.00	$ 27,500.00	$ 1,980.00	$ 1,980.00	$ 1,980.00
7	M7	Spray Watering	1	LS	$ 21,860.94	$ 21,860.94	$ 21,860.94	$ 44,000.00	$ 44,000.00	$ 44,000.00	$ 2,675.00	$ 2,675.00	$ 2,675.00
1	D1	Unclassified Roadway Excavation	14030	CY	$ 14.58	$ 204,577.40	$ 204,557.40	$ 24.50	$ 343,735.00	$ 343,735.00	$ 6.85	$ 96,105.50	$ 96,105.50
2	D2	Removal & Disposal of Existing Unclassified Pavement	21401	SY	$ 2.36	$ 50,506.36	$ 50,506.36	$ 5.10	$ 109,145.10	$ 109,145.10	$ 0.30	$ 6,420.30	$ 6,420.30
3	D3	Removal & Disposal of Existing Concrete Curb & Gutter	2017	LF	$ 24.23	$ 8,268.80	$ 48,871.91	$ 8.40	$ 16,942.80	$ 16,942.80	$ 6.25	$ 12,606.25	$ 12,606.25
4	D4	Removal & Disposal of Existing Concrete Driveway	749	SY	$ 0.92	$ 1,855.64	$ 689.08	$ 28.30	$ 21,196.70	$ 21,196.70	$ 19.10	$ 14,305.90	$ 14,305.90
5	D5	Removal & Disposal of Existing Concrete Driveway	340	SY	$ 19.29	$ 14,448.21	$ 6,558.60	$ 53.00	$ 18,020.00	$ 18,020.00	$ 8.95	$ 3,043.00	$ 3,043.00
6	D6	Removal & Disposal of Existing Concrete Sidewalk & Ramps	274	SY	$ 12.44	$ 3,408.56	$ 3,408.56	$ 42.10	$ 11,535.40	$ 11,535.40	$ 21.15	$ 5,795.10	$ 5,795.10
7	D7	Removal & Disposal of Existing Miscellaneous Concrete	552	SY	$ 20.83	$ 11,498.16	$ 11,498.16	$ 23.60	$ 13,027.20	$ 13,027.20	$ 24.65	$ 13,606.80	$ 13,606.80
8	D8	Removal & Disposal of Existing Short Wall	116	LF	$ 23.35	$ 2,708.60	$ 2,708.60	$ 70.65	$ 8,195.40	$ 8,195.40	$ 12.90	$ 1,496.40	$ 1,496.40
9	D9	Removal & Disposal of Existing Brick Fence	18	LF	$ 127.77	$ 2,044.32	$ 2,299.86	$ 135.00	$ 2,430.00	$ 2,430.00	$ 21.00	$ 378.00	$ 378.00
10	D10	Removal & Disposal of Existing Tree or Trees	16	EA	$ 38.20	$ 687.60	$ 611.20	$ 3,590.00	$ 57,440.00	$ 57,440.00	$ 942.00	$ 15,072.00	$ 15,072.00
1	P1	Subgrade Preparation (Depth ≤ 8")	30471	SY	$ 1.72	$ 52,410.12	$ 52,410.12	$ 9.25	$ 281,856.75	$ 281,856.75	$ 1.05	$ 31,994.55	$ 31,994.55
2	P2	Unclassified Embankment (Density Controlled)	487	CY	$ 4.38	$ 2,133.06	$ 2,133.06	$ 52.15	$ 25,397.05	$ 25,397.05	$ 21.25	$ 10,348.75	$ 10,348.75
3	P3	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	2620	TON	$ 119.38	$ 312,775.60	$ 312,775.60	$ 121.50	$ 318,330.00	$ 318,330.00	$ 113.70	$ 297,894.00	$ 297,894.00
4	P4	2" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	2620	TON	$ 109.38	$ 286,575.60	$ 286,575.60	$ 125.10	$ 327,762.00	$ 327,762.00	$ 107.75	$ 282,305.00	$ 282,305.00
5	P5	8" Flexible Base (Type A, Grade 4)	27789	SY	$ 8.52	$ 236,762.28	$ 236,762.28	$ 37.10	$ 1,030,971.90	$ 1,030,971.90	$ 7.80	$ 216,754.20	$ 216,754.20
6	P5	6" Flexible Base (Type A, Grade 4)	2683	SY	$ 6.54	$ 17,546.82	$ 17,546.82	$ 41.50	$ 111,344.50	$ 111,344.50	$ 6.50	$ 17,439.50	$ 17,439.50
7	P6	Bituminous Prime Coat (MC-30)	4764	GAL	$ 4.60	$ 21,914.40	$ 21,914.40	$ 9.50	$ 45,258.00	$ 45,258.00	$ 5.60	$ 26,678.40	$ 26,678.40
8	P7	Tack Coat (CSS-1H)	2382	GAL	$ 4.60	$ 10,957.20	$ 10,957.20	$ 6.50	$ 15,483.00	$ 15,483.00	$ 3.40	$ 8,098.80	$ 8,098.80
9	P8	6" Concrete Fillet	577	SY	$ 69.45	$ 40,072.65	$ 40,072.65	$ 108.90	$ 62,835.30	$ 62,835.30	$ 90.75	$ 52,362.75	$ 52,362.75
10	P9	6" Concrete Valley Gutter	974	SY	$ 69.45	$ 67,644.30	$ 67,644.30	$ 108.90	$ 106,068.60	$ 106,068.60	$ 86.50	$ 84,251.00	$ 84,251.00
11	P10	6" Concrete Alley Approach	895	SY	$ 69.45	$ 62,157.75	$ 62,157.75	$ 104.50	$ 93,527.50	$ 93,527.50	$ 79.50	$ 71,152.50	$ 71,152.50
12	P11	6" Residential Concrete Driveway Approach	1512	SY	$ 69.45	$ 105,008.40	$ 105,008.40	$ 104.50	$ 158,004.00	$ 158,004.00	$ 80.75	$ 122,094.00	$ 122,094.00
13	P11	6" Commercial Concrete Driveway Approach	276	SY	$ 70.80	$ 19,540.80	$ 19,540.80	$ 104.50	$ 28,842.00	$ 28,842.00	$ 93.30	$ 25,750.80	$ 25,750.80
14	P12	Type A Concrete Curb & Gutter (6")	7880	LF	$ 13.82	$ 108,901.60	$ 108,901.60	$ 26.40	$ 208,032.00	$ 208,032.00	$ 22.75	$ 179,270.00	$ 179,270.00
15	P12	Transition Concrete Curb & Gutter	20	LF	$ 40.41	$ 808.20	$ 808.20	$ 26.40	$ 528.00	$ 528.00	$ 38.20	$ 764.00	$ 764.00
16	P13	Concrete Pedestrian Access Ramp (Type 12)	656	SY	$ 77.96	$ 51,141.76	$ 51,141.76	$ 141.90	$ 93,086.40	$ 93,086.40	$ 158.15	$ 103,746.40	$ 103,746.40
17	P14	Manhole Ring & Cover Adjustment	1	EA	$ 1,703.10	$ 1,703.10	$ 1,703.10	$ 1,760.00	$ 1,760.00	$ 1,760.00	$ 1,800.00	$ 1,800.00	$ 1,800.00
18	P14	Water Valve Box Ring & Cover Adjustment	51	EA	$ 975.83	$ 49,767.33	$ 49,767.33	$ 550.00	$ 28,020.00	$ 28,050.00	$ 900.00	$ 45,900.00	$ 45,900.00
19	P15	Earth Berm	4	CY	$ 257.20	$ 1,028.80	$ 1,028.80	$ 2,750.00	$ 11,000.00	$ 11,000.00	$ 81.00	$ 324.00	$ 324.00
20	P16	Short Wall	116	LF	$ 40.41	$ 4,687.56	$ 4,687.56	$ 220.00	$ 25,520.00	$ 25,520.00	$ 48.85	$ 5,666.60	$ 5,666.60
					Base Bid Total =	$ 2,065,025.29	**$ 2,096,751.37**	Base Bid Total =	$ 4,203,547.10	**$ 4,203,547.10**	Base Bid Total =	$ 2,111,731.00	**$ 2,111,731.00**
							$31,726.08			$0.00			$0.00

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

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

SUBJECT: New York Avenue Paving Bond Project ♦ Engr. Project No. B20-01 ♦ Bid Tabulation ♦ Funding #_____

DATE: July 21, 2021

Erika,

Engineer staff has reviewed the bid tabulation for the New York Avenue Paving Bond Project, a paving bond project. CD King Construction, LLC dba JD King of Seminole, Texas, is the apparent successful low bidder. Staff recommends awarding the New York Avenue Paving Bond Project to CD King Construction, LLC dba JD King.

CD King Construction, LLC dba JD King has an established history with the City of Midland of performing work of similar scale and scope to the New York Avenue Paving Bond Project. Furthermore, the unit prices appear to be in line with current pricing trends.

Funding is available for this project.

The apparent successful bidder was selected based on the base bid amount of **$2,096,751.37** as outlined in the bidding documents. In addition, we would like to request that a 10% contingency in the amount of **$209,675.13** be allowed for value added changes to the project during construction and **$50,000.00** for project related costs incurred by the City to facilitate the contract (i.e. TDLR inspections, material testing services, etc.). The total amount made available for the project would be **$2,356,426.50**.

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

Matt C. Carr, P.E.
City Engineer

Cc: Jose Ortiz
Regina Stephenson

BP20-01 - City of Midland: New York Avenue Paving Bond Project

City of Midland - Engineering Services; July 21, 2020

BID TAB					CD King Construction LLC			Jones Bro. Dirt & Paving Contractors, Inc			Reece Albert, Inc.		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total
1	M1	Mobilization	8	MO	$ 12,698.49	$ 101,587.92	$ 101,587.92	$ 52,275.00	$ 418,200.00	$ 418,200.00	$ 33,955.50	$ 271,644.00	$ 271,644.00
2	M2	Erosion/Sediment Control	8	MO	$ 16,738.11	$ 133,904.88	$ 133,904.88	$ 8,300.00	$ 66,400.00	$ 66,400.00	$ 7,895.00	$ 63,160.00	$ 63,160.00
3	M3	Traffic Control	8	MO	$ 4,750.00	$ 38,000.00	$ 38,000.00	$ 4,000.00	$ 32,000.00	$ 32,000.00	$ 960.00	$ 7,680.00	$ 7,680.00
4	M4	Job Site Safety	8	MO	$ 1,250.54	$ 10,004.32	$ 10,004.32	$ 4,950.00	$ 39,600.00	$ 39,600.00	$ 1,200.00	$ 9,600.00	$ 9,600.00
5	M5	Berm Seeding & Stabilization	19	SY	$ 78.75	$ 1,496.25	$ 1,496.25	$ 27.50	$ 522.50	$ 522.50	$ 82.50	$ 1,567.50	$ 1,567.50
6	M6	Disturbed Areas Seeding & Stabilization	1	LS	$ 4,650.00	$ 4,650.00	$ 4,650.00	$ 27,500.00	$ 27,500.00	$ 27,500.00	$ 1,980.00	$ 1,980.00	$ 1,980.00
7	M7	Spray Watering	1	LS	$ 21,860.94	$ 21,860.94	$ 21,860.94	$ 44,000.00	$ 44,000.00	$ 44,000.00	$ 2,675.00	$ 2,675.00	$ 2,675.00
1	D1	Unclassified Roadway Excavation	14030	CY	$ 14.58	$ 204,577.40	$ 204,557.40	$ 24.50	$ 343,735.00	$ 343,735.00	$ 6.85	$ 96,105.50	$ 96,105.50
2	D2	Removal & Disposal of Existing Unclassified Pavement	21401	SY	$ 2.36	$ 50,506.36	$ 50,506.36	$ 5.10	$ 109,145.10	$ 109,145.10	$ 0.30	$ 6,420.30	$ 6,420.30
3	D3	Removal & Disposal of Existing Concrete Curb & Gutter	2017	LF	$ 24.23	$ 8,268.80	$ 48,871.91	$ 8.40	$ 16,942.80	$ 16,942.80	$ 6.25	$ 12,606.25	$ 12,606.25
4	D4	Removal & Disposal of Existing Concrete Driveway	749	SY	$ 0.92	$ 1,855.64	$ 689.08	$ 28.30	$ 21,196.70	$ 21,196.70	$ 19.10	$ 14,305.90	$ 14,305.90
5	D5	Removal & Disposal of Existing Concrete Driveway	340	SY	$ 19.29	$ 14,448.21	$ 6,558.60	$ 53.00	$ 18,020.00	$ 18,020.00	$ 8.95	$ 3,043.00	$ 3,043.00
6	D6	Removal & Disposal of Existing Concrete Sidewalk & Ramps	274	SY	$ 12.44	$ 3,408.56	$ 3,408.56	$ 42.10	$ 11,535.40	$ 11,535.40	$ 21.15	$ 5,795.10	$ 5,795.10
7	D7	Removal & Disposal of Existing Miscellaneous Concrete	552	SY	$ 20.83	$ 11,498.16	$ 11,498.16	$ 23.60	$ 13,027.20	$ 13,027.20	$ 24.65	$ 13,606.80	$ 13,606.80
8	D8	Removal & Disposal of Existing Short Wall	116	LF	$ 23.35	$ 2,708.60	$ 2,708.60	$ 70.65	$ 8,195.40	$ 8,195.40	$ 12.90	$ 1,496.40	$ 1,496.40
9	D9	Removal & Disposal of Existing Brick Fence	18	LF	$ 127.77	$ 2,044.32	$ 2,299.86	$ 135.00	$ 2,430.00	$ 2,430.00	$ 21.00	$ 378.00	$ 378.00
10	D10	Removal & Disposal of Existing Tree or Trees	16	EA	$ 38.20	$ 687.60	$ 611.20	$ 3,590.00	$ 57,440.00	$ 57,440.00	$ 942.00	$ 15,072.00	$ 15,072.00
1	P1	Subgrade Preparation (Depth ≤ 8")	30471	SY	$ 1.72	$ 52,410.12	$ 52,410.12	$ 9.25	$ 281,856.75	$ 281,856.75	$ 1.05	$ 31,994.55	$ 31,994.55
2	P2	Unclassified Embankment (Density Controlled)	487	CY	$ 4.38	$ 2,133.06	$ 2,133.06	$ 52.15	$ 25,397.05	$ 25,397.05	$ 21.25	$ 10,348.75	$ 10,348.75
3	P3	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	2620	TON	$ 119.38	$ 312,775.60	$ 312,775.60	$ 121.50	$ 318,330.00	$ 318,330.00	$ 113.70	$ 297,894.00	$ 297,894.00
4	P4	2" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	2620	TON	$ 109.38	$ 286,575.60	$ 286,575.60	$ 125.10	$ 327,762.00	$ 327,762.00	$ 107.75	$ 282,305.00	$ 282,305.00
5	P5	8" Flexible Base (Type A, Grade 4)	27789	SY	$ 8.52	$ 236,762.28	$ 236,762.28	$ 37.10	$ 1,030,971.90	$ 1,030,971.90	$ 7.80	$ 216,754.20	$ 216,754.20
6	P5	6" Flexible Base (Type A, Grade 4)	2683	SY	$ 6.54	$ 17,546.82	$ 17,546.82	$ 41.50	$ 111,344.50	$ 111,344.50	$ 6.50	$ 17,439.50	$ 17,439.50
7	P6	Bituminous Prime Coat (MC-30)	4764	GAL	$ 4.60	$ 21,914.40	$ 21,914.40	$ 9.50	$ 45,258.00	$ 45,258.00	$ 5.60	$ 26,678.40	$ 26,678.40
8	P7	Tack Coat (CSS-1H)	2382	GAL	$ 4.60	$ 10,957.20	$ 10,957.20	$ 6.50	$ 15,483.00	$ 15,483.00	$ 3.40	$ 8,098.80	$ 8,098.80
9	P8	6" Concrete Fillet	577	SY	$ 69.45	$ 40,072.65	$ 40,072.65	$ 108.90	$ 62,835.30	$ 62,835.30	$ 90.75	$ 52,362.75	$ 52,362.75
10	P9	6" Concrete Valley Gutter	974	SY	$ 69.45	$ 67,644.30	$ 67,644.30	$ 108.90	$ 106,068.60	$ 106,068.60	$ 86.50	$ 84,251.00	$ 84,251.00
11	P10	6" Concrete Alley Approach	895	SY	$ 69.45	$ 62,157.75	$ 62,157.75	$ 104.50	$ 93,527.50	$ 93,527.50	$ 79.50	$ 71,152.50	$ 71,152.50
12	P11	6" Residential Concrete Driveway Approach	1512	SY	$ 69.45	$ 105,008.40	$ 105,008.40	$ 104.50	$ 158,004.00	$ 158,004.00	$ 80.75	$ 122,094.00	$ 122,094.00
13	P11	6" Commercial Concrete Driveway Approach	276	SY	$ 70.80	$ 19,540.80	$ 19,540.80	$ 104.50	$ 28,842.00	$ 28,842.00	$ 93.30	$ 25,750.80	$ 25,750.80
14	P12	Type A Concrete Curb & Gutter (6")	7880	LF	$ 13.82	$ 108,901.60	$ 108,901.60	$ 26.40	$ 208,032.00	$ 208,032.00	$ 22.75	$ 179,270.00	$ 179,270.00
15	P12	Transition Concrete Curb & Gutter	20	LF	$ 40.41	$ 808.20	$ 808.20	$ 26.40	$ 528.00	$ 528.00	$ 38.20	$ 764.00	$ 764.00
16	P13	Concrete Pedestrian Access Ramp (Type 12)	656	SY	$ 77.96	$ 51,141.76	$ 51,141.76	$ 141.90	$ 93,086.40	$ 93,086.40	$ 158.15	$ 103,746.40	$ 103,746.40
17	P14	Manhole Ring & Cover Adjustment	1	EA	$ 1,703.10	$ 1,703.10	$ 1,703.10	$ 1,760.00	$ 1,760.00	$ 1,760.00	$ 1,800.00	$ 1,800.00	$ 1,800.00
18	P14	Water Valve Box Ring & Cover Adjustment	51	EA	$ 975.83	$ 49,767.33	$ 49,767.33	$ 550.00	$ 28,020.00	$ 28,050.00	$ 900.00	$ 45,900.00	$ 45,900.00
19	P15	Earth Berm	4	CY	$ 257.20	$ 1,028.80	$ 1,028.80	$ 2,750.00	$ 11,000.00	$ 11,000.00	$ 81.00	$ 324.00	$ 324.00
20	P16	Short Wall	116	LF	$ 40.41	$ 4,687.56	$ 4,687.56	$ 220.00	$ 25,520.00	$ 25,520.00	$ 48.85	$ 5,666.60	$ 5,666.60
					Base Bid Total =	$ 2,065,025.29	**$ 2,096,751.37**	Base Bid Total =	$ 4,203,547.10	**$ 4,203,547.10**	Base Bid Total =	$ 2,111,731.00	**$ 2,111,731.00**
							$31,726.08			$0.00			$0.00

SPECIFICATIONS

Project Name: New York Avenue Paving Bond Project
(Includes New York Avenue & Benton Street Paving Improvements)

Project Number: BP20-01

MAYOR

Patrick Payton

COUNCIL MEMBERS

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

CITY ENGINEER

Matt C. Carr, P.E.



Prepared by City of Midland, Texas
Engineering Services Division

JUNE 2021

PACKET
10.9
August 10, 2021

NOTICE TO BIDDERS

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

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

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

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 21st day of July, 2021, and publicly opened and read aloud at that time.

ATTENTION: The public bid opening will be in the City Council Meeting Chambers in order to enable social distancing by the attendees due to COVID-19.

The Proposed Work provides for the furnishing of materials and labor for New York Avenue Paving Bond Project together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING TELECONFERENCE will be held at 3:00 p.m. on Wednesday, July 14th, 2021 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas. Bidders may attend the meeting either in person or by calling the number listed below:

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

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

jferguson@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting Teleconference is Noon on Friday, July 16, 2021. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting Teleconference. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

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

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

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

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

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

WAIVER OF ATTORNEY FEES

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

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

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

WAIVER

BIDDER’S WAIVER:

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

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

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

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

4. **AWARD OF THE CONTRACT**

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

City of Midland

Amy Turner
City Secretary

Form Revised June 2021

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

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

The location and details for the construction and related work are shown upon a set of drawings dated June 30, 2021 and numbered from 1 (1) through 83 (83) 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 June 2021

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

CD King Construction dba JDking

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

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

Chad King

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

N/A

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

7

Signature of vendor doing business with the governmental entity

7-21-21

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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: C D King Construction

Local Address (must be within the City limits): N/A

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: 7-21-21

Printed Name and Title: Chad King owner

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
4800 E. University Blvd., Suite B
Odessa TX 79762

CONTACT NAME: Kathy Horton
PHONE (A/C, No, Ext): 432-368-7676 **FAX (A/C, No):** 432-368-7505
E-MAIL ADDRESS: khorton@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley National Insurance Company	38911
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : Argonaut Insurance Company	19801
INSURER D : Nautilus Insurance Company	17370
INSURER E : Berkley Regional Insurance Company	29580
INSURER F : RLI Insurance Company	13056

INSURED JDKIN
CD King Construction, LLC dba JD King
Kings Royal Rental & Supply LLC;
P.O. Box 1254
Seminole TX 79360

COVERAGES **CERTIFICATE NUMBER:** 1647638561 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EGL001278315	6/1/2020	6/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Sudd & Accid Pol						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							S&A Pollution	$ Included
E	AUTOMOBILE LIABILITY			ECA312474915	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X MCS90 X CA9948							$
A	X UMBRELLA LIAB X OCCUR			EUL001278415	6/1/2020	6/1/2021	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			0001288315	6/1/2020	6/1/2021	X PER STATUTE [ ] OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] N/A (Mandatory in NH)			WC928638623534	6/1/2020	6/1/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Pollution Liability			CPL202915311	6/1/2020	6/1/2021	See Below	See Below
F	Lsd/Rtd Equp From Others			ILM0709479	6/1/2020	6/1/2021	See Below	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status (GL additional insured includes Ongoing and Completed Operations) and General Liability, Automobile Liability and Workers' Compensation policy includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: JDKIN

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	CD King Construction, LLC dba JD King Kings Royal Rental & Supply LLC; P.O. Box 1254 Seminole TX 79360
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Workers Compensation Policy #WC928518623534 excludes coverage for executive offiers: Chad King

Equipment Policy #ILM0709479 includes Leased & Rented Equipment Coverage with $675,000 Per Item Limit / $10,000,000 Cat Limit Any One Occurrence and has deductibles of:

$1,000 deductible items valued under $250,000
$5,000 for items valued $250,000-$500,000
$10,000 for items valued over $500,000

Equipment Policy Valuation: Replacement cost on items 5 years old or newer; ACV items over 5 years old.

The Contractors Pollution Policy #CPL202915311 has $5,000,000 Each Pollution Condition Limit / $5,000,000 General Aggregate and has a $25,000 Deductible for Each Pollution Condition.

The Umbrella Liability policy is Follow Form as respects the Schedule of Underlying Insurance which includes General Liability, Automobile Liability and Employers Liability.
RE: Scharbauer Drive

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TECHNICAL SPECIFICATIONS

FOR: New York Avenue Paving Bond Project

All construction for this project shall 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 shall pay particular attention to the following items in the "STANDARD SPECIFICATIONS" for this project.

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

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

Form Revised June 2021

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:

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

(e) 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.

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

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

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

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

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

9. ASSIGNMENT OF CONTRACT

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

10. SUBCONTRACTORS

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

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

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

11. SUSPENSION OF WORK

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

12. RIGHT OF OWNER TO TERMINATE CONTRACT

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

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

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

14. INCIDENTAL WORK

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

15. PERMITS – COMPLIANCE WITH LAW

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

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

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

16. INSPECTION BY OWNER

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

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

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

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

17. PATENTS

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

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

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

19. NOTICE AND SERVICE THEREOF

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

20. QUALITY OF MATERIALS AND WORKMANSHIP

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

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

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

21. SPECIAL METHODS

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

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

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

23. COVERING WORK

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

24. UNFAVORABLE WEATHER

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

25. ALL WORK SUBJECT TO FINAL INSPECTION

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

26. PUBLIC CONVENIENCE

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

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

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

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

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

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

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

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

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

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

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

27. TRAFFIC CONTROL

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

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

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

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

28. PROTECTION OF NEW WORK

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

29. MONUMENTS OR STAKES

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

30. USE OF COMPLETED PORTIONS

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

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

31. USE OF PREMISES

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

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

32. SAFETY RESTRICTIONS

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

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

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

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

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

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

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

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

34. INDEMNIFICATION

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

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

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

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

35. RELEASE

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

36. INDEPENDENT CONTRACTOR

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

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

37. QUALIFICATIONS FOR EMPLOYMENT

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

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

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

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

39. POSTING WAGE RATES

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

40. PAYMENT OF EMPLOYEES

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

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

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

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

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

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

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

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

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

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

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

44. CONTRACT SECURITY

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

45. DELAYS

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

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

LATE COMPLETION; LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

46. ERRORS AND OMISSIONS

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

47. SPECIFICATIONS AND DRAWINGS

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

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

48. CONSTRUCTION STAKING

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

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

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

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

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

49. SANITATION

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

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

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

50. WATER FOR CONSTRUCTION

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

51. SEQUENCE AND SPEED OF WORK

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

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

52. INSPECTION AND TESTING OF MATERIAL

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

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

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

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

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

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

53. CONSTRUCTION SCHEDULE

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

54. PROFILES AND ELEVATIONS

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

55. CLEANUP

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

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

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

56. GUARANTEE

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

57. WAIVER OF ATTORNEY FEES:

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

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

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

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

58. GOVERNING LAW AND VENUE

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

59. SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

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

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

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

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

62. ASSIGNMENT

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

63. FEDERAL WAGE REQUIREMENTS

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

64. PROMPT PAY ACT

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

Updated June 2021

SPECIAL PROVISIONS

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

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

1. PROJECT FUNDING

If awarded the contract, 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 the New York Avenue Paving Bond Project to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work. This project includes two phases of construction activity consisting of Phase 1) Benton Street paving, and Phase 2) New York Avenue paving.

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

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

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

3. ORDER OF PRECEDENCE:

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

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

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

In the 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.

Invoices for work performed on Benton Street are to be submitted separately from invoices for work performed on New York Avenue. Work performed at the intersection of New York Avenue and Benton Street necessary to continue the Benton Street phase of construction will be included with the Benton Street construction invoices.

6. SAFETY REQUIREMENTS:

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

7. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

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

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

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

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

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

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

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

8. TRAFFIC CONTROL:

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

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

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

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

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

9. DETOURS:

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

10. PROPERTY AND RIGHT-OF-WAY ACCESS:

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

11. CONSTRUCTION SCHEDULE:

The Contractor must complete the Phase 1 paving improvements for Benton Street before proceeding with the Phase 2 paving improvements for New York Avenue.

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

12. CONSTRUCTION STAKING:

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

13. CONSTRUCTION MATERIALS:

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

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

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

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

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

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

14. EROSION CONTROL:

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

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

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

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

15. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor. 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.

16. TESTING:

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

Required testing includes:

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

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

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

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

D. Every 4 alley approaches or driveway approaches.

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

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

17. COMPLIANCE:

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

18. PERSONNEL:

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

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

19. INTENT OF THE PROPOSAL:

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

20. CONTRACT DEADLINE:

The deadline for substantial completion of this project is _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.

21. WARRANTY PERIOD:

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

22. BID PACKET COMPLETION ITEMS OF NOTE:

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

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

All bid items in the Proposal section must be completed for a bid submittal to be considered complete. Any bid item left blank, 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.

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: New York Avenue Paving Bond Project

Project Number: BP20-01

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	8 MO	Mobilization, furnished, installed, complete and in place, for the sum of: twelve thousand six hundred ninety eight dollars and forty nine cents per month. (Pay Note M1)	$ 12,698.49	$ 101,587.92
2)	8 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: sixteen thousand seven hundred thirty eight dollars and eleven cents per month. (Pay Note M2)	$ 16,738.11	$ 133,904.88
3)	8 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: four thousand seven hundred fifty dollars and zero cents per month. (Pay Note M3)	$ 4,750.00	$ 38,000.00
4)	8 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: one thousand two hundred fifty dollars and fifty four cents per month. (Pay Note M4)	$ 1,250.54	$ 10,004.32
5)	19 SY	Berm Seeding & Stabilization, furnished, installed, complete and in place, for the sum of: seventy eight dollars and seventy five cents per square yard. (Pay Note M5)	$ 78.75	$ 1,496.25

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	1 LS	Disturbed Areas Seeding & Stabilization, furnished, installed, complete and in place, for the sum of: four thousand fifty dollars and zero cents per lump sum. (Pay Note M6)	$ 4,650.00	$ 4,650.00
7)	1 LS	Spray Watering, furnished, installed, complete and in place, for the sum of: twenty one thousand eight hundred sixty dollars and ninety four cents per lump sum. (Pay Note M7)	$ 21,860.94	$ 21,860.94
Total Miscellaneous Items 1-7		$ 311,504.31		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	14030 CY	Unclassified Roadway Excavation, complete and in place, for the sum of: fourteen dollars and fifty eight cents per cubic yard. (Pay Note D1)	$ 14.58	$ 204,557.40
2)	21401 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: two dollars and thirty six cents per square yard. (Pay Note D2)	$ 2.36	$ 50,506.36
3)	2017 LF	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place, for the sum of: twenty four dollars and thirty two cents per linear foot. (Pay Note D3)	$ 24.32	$ 8,268.80
4)	749 SY	Removal & Disposal of Existing Concrete Driveway, complete and in place, for the sum of: zero dollars and ninety two cents per square yard. (Pay Note D4)	$ 0.92	$ 1,855.64
5)	340 SY	Removal & Disposal of Existing Unclassified Driveway Pavement, complete and in place, for the sum of: nineteen dollars and twenty nine cents per square yard. (Pay Note D5)	$ 19.29	$ 14,448.21
6)	274 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: twelve dollars and forty four cents per square yard. (Pay Note D6)	$ 12.44	$ 3,408.56
7)	552 SY	Removal & Disposal of Existing Miscellaneous Concrete, complete and in place, for the sum of: twenty dollars and eighty three cents per square yard. (Pay Note D7)	$ 20.83	$ 11,498.16

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	116 LF	Removal & Disposal of Existing Concrete Short Wall, complete and in place, for the sum of: twenty three dollars and thirty five cents per linear foot. (Pay Note D8)	$ 23.35	$ 2,708.60
9)	18 LF	Removal & Disposal of Existing Brick Fence, complete and in place, for the sum of: one hundred twenty seven dollars and seventy seven cents per linear foot. (Pay Note D9)	$ 127.77	$ 2,044.32
10)	16 EA	Removal & Disposal of Existing Tree or Trees, complete and in place, for the sum of: thirty eight dollars and twenty cents per each. (Pay Note D10)	$ 38.20	$ 687.60
Total Demolition Items 1-10		$ 299,983.65		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	30471 SY	Subgrade Preparation (Depth ≤ 8"), furnished, installed, complete and in place, for the sum of: one dollars and seventy two cents per square yard. (Pay Note P1)	$ 1.72	$ 52,410.12
2)	487 CY	Unclassified Embankment (Density Controlled), furnished, installed, complete and in place, for the sum of: four dollars and thirty eight cents per cubic yard. (Pay Note P2)	$ 4.38	$ 2,133.06
3)	2620 TON	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick), furnished, installed, complete and in place, for the sum of: one hundred nineteen dollars and thirty eight cents per ton. (Pay Note P3)	$ 119.38	$ 312,775.60
4)	2620 TON	2" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick), furnished, installed, complete and in place, for the sum of: one hundred nine dollars and thirty eight cents per ton. (Pay Note P4)	$ 109.38	$ 286,575.60
5)	27789 SY	8" Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: eight dollars and fifty two cents per square yard. (Pay Note P5)	$ 8.52	$ 236,762.28
6)	2683 SY	6" Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: six dollars and fifty four cents per square yard. (Pay Note P5)	$ 6.54	$ 17,546.82
7)	4764 GAL	Bituminous Prime Coat (MC-30), furnished, installed, complete and in place, for the sum of: four dollars and sixty cents per gallon. (Pay Note P6)	$ 4.60	$ 21,914.40

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	2382 GAL	Tack Coat (CSS-1H), furnished, installed, complete and in place, for the sum of: four dollars and sixty cents per gallon. (Pay Note P7)	$ 4.60	$ 10,957.20
9)	577 SY	6" Concrete Fillet, furnished, installed, complete and in place, for the sum of: sixty nine dollars and forty five cents per square yard. (Pay Note P8)	$ 69.45	$ 40,072.65
10)	974 SY	6" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: sixty nine dollars and forty five cents per square yard. (Pay Note P9)	$ 69.45	$ 67,644.30
11)	895 SY	6" Concrete Alley Approach, furnished, installed, complete and in place, for the sum of: sixty nine dollars and forty five cents per square yard. (Pay Note P10)	$ 69.45	$ 62,157.75
12)	1512 SY	6" Residential Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: sixty nine dollars and forty five cents per square yard. (Pay Note P11)	$ 69.45	$ 105,008.40
13)	276 SY	6" Commercial Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: seventy dollars and eighty cents per square yard. (Pay Note P11)	$ 70.80	$ 19,540.80
14)	7880 LF	Type A Concrete Curb & Gutter (6"), furnished, installed, complete and in place, for the sum of: thirteen dollars and eighty two cents per linear foot. (Pay Note P12)	$ 13.82	$ 108,901.60

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
15)	20 LF	Transition Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: forty dollars and forty one cents per linear foot. (Pay Note P12)	$ 40.41	$ 808.20
16)	656 SY	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place, for the sum of: seventy seven dollars and ninety six cents per each. (Pay Note P13)	$ 77.96	$ 51,141.76
17)	1 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: one thousand seven hundred three dollars and ten cents per each. (Pay Note P14)	$ 1,703.10	$ 1,703.10
18)	51 EA	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: nine hundred seventy five dollars and eighty three cents per each. (Pay Note P14)	$ 975.83	$ 49,767.33
19)	4 CY	Earth Berm, furnished, installed, complete and in place, for the sum of: two hundred fifty seven dollars and twenty cents per cubic yard. (Pay Note P15)	$ 257.20	$ 1,028.80
20)	116 LF	Concrete Short Wall, furnished, installed, complete and in place, for the sum of: forty dollars and forty one cents per linear foot. (Pay Note P16)	$ 40.41	$ 4,687.56
Total Paving Items 1-20			$ 1,453,537.33	

Price For:	
1. Miscellaneous Items	$ 311,504.31
2. Demolition Items	$ 299,983.65
3. Paving Items	$ 1,453,537.33
Total Price	$ 2,065,025.29

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

two million sixty five thousand twenty five dollars

and twenty nine 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 three thousand two hundred fifty one dollars

and twenty six cents total. ($ 103,251.26)

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

CD King Construction LLC		
Name of Contractor	Stephanie Ruder, Project Manager	
Submitted By	Print Name and Title	
Signature		
PO Box 1254		
Mailing Address		
Seminole	TX	79360
City	State	Zip

PAY NOTES

New York Avenue Paving Bond Project

	Bid Item	Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
5	Berm Seeding & Stabilization	M5
6	Disturbed Areas Seeding & Stabilization	M6
7	Spray Watering	M7
Demolition Items		
1	Unclassified Roadway Excavation	D1
2	Removal & Disposal of Existing Unclassified Pavement	D2
3	Removal & Disposal of Existing Concrete Curb & Gutter	D3
4	Removal & Disposal of Existing Concrete Driveway	D4
5	Removal & Disposal of Existing Unclassified Driveway Pavement	D5
6	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D6
7	Removal & Disposal of Existing Miscellaneous Concrete	D7
8	Removal & Disposal of Existing Short Wall	D8
9	Removal & Disposal of Existing Brick Fence	D9
10	Removal & Disposal of Existing Tree	D10
Paving Items		
1	Subgrade Preparation (Depth ≤ 8")	P1
2	Unclassified Embankment (Density Controlled)	P2
3	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	P3
4	2" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	P4
5	8" Flexible Base (Type A, Grade 4)	P5
6	6" Flexible Base (Type A, Grade 4)	P5
7	Bituminous Prime Coat (MC-30)	P6
8	Tack Coat (CSS-1H)	P7
9	6" Concrete Fillet	P8
10	6" Concrete Valley Gutter	P9
11	6" Concrete Alley Approach	P10
12	6" Residential Concrete Driveway Approach	P11
13	6" Commercial Concrete Driveway Approach	P11
14	Type A Concrete Curb & Gutter (6")	P12
15	Tranistion Concrete Curb & Gutter	P12
16	Concrete Pedestrian Access Ramp	P13
17	Manhole Ring & Cover Adjustment	P14
18	Water Valve Box Ring & Cover Adjustment	P14
19	Earth Berm	P15
20	Concrete Short Wall	P16

PAY QUANTITY NOTES

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

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

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

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

M5 Includes the necessary equipment, labor, materials, and incidentals for Seeding & Stabilization per the construction drawings and City of Midland standards and specifications, including all removal, storage, and replacement of existing topsoil as well as all seeding, erosion control mats, and appurtenances. Watering is addressed in a separate pay note. Measurement and payment to be made per square yard measured along the ground surface.

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

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

D1 Includes the necessary equipment, labor, materials, and incidentals for Unclassified Roadway Excavation per the construction drawings and City of Midland standards and specifications including all existing pavement and sub-structure removal, unclassified excavation, material removal, and appurtenances. Measurment and payment to be per cubic yard of material removed.

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

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing 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 measured along the back of curb.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Driveway per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

D5 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Driveway Pavement per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

D6 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Sidewalk & Ramps per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

D7 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Miscellaneous Concrete per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

D8 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Short Wall per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot measured along the ground surface.

D9 Includes the necessary equipment, labor, materials, and incidentals to Remove & Dispose of Existing Brick Fence per the construction drawings and City of Midland standards and specifications, including removal of all, columns, posts, foundations, anchors, gates, frames, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear foot measures along the ground surface following the fence centerline through all structures and appurtenances.

D10 Includes the necessary equipment, labor, materials, and incidentals to Remove & Dispose of Existing Tree per the construction drawings and City of Midland standards and specifications, including all cutting, excavating, root removal, backfill, hauling, disposal, and appurtenances. Measurement and payment shall be per each tree removed.

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

P2 Includes the necessary equipment, labor, materials, and incidentals for placement of Unclassified Embankment per the construction drawings and City of Midland standards and specifications, including all sprinkling, rolling, correction of soft spots, grading, sloping, compaction, and appurtenances. Measurement and payment to be made per each cubic yard placed.

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

P4 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "C" HMAC Asphalt Pavement Surface Course (PG 64-22, 110 LBS / SY at 1" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per ton of material placed.

P5 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.

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

P7 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (CSS-1H) 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.

P8 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.

P9 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.

P10 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.

P11 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Driveway Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the driveway approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P12 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.

P13 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Pedestrian Access Ramp per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

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 installation of Eart Berm per the construction drawings and City of Midland standards and specifications, including all reinforcement, placement, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P16 Includes the necessary equipment, labor, materials, and incidentals for installation of Short Wall per the construction drawings and City of Midland standards and specifications, including all reinforcement, placement, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO Bid Bond

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

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract for the construction of New York Avenue Paving Bond Project .

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

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

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

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this 21st day of July, 2021.

CD King Construction, LLC dba JD King
Principal

By _____

Address P.O. Box 1254

Seminole, TX 79360

Merchants National Bonding, Inc.
Surety

By _____
Katie Rogers, Attorney-in-Fact

Address P.O. Box 14498

Des Moines, IA 50306

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised June 2021

BidB 2

MERCHANTS
BONDING COMPANY

POWER OF ATTORNEY

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

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

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

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

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

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

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

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

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

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor
President

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

NOTARIAL SEAL IOWA

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

Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of July , 2021 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

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

IMPORTANT NOTICE

To obtain information or make a complaint:

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

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

1-800-678-8171

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

1-800-252-3439

You may write the Texas Department of Insurance at:

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

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

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

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 11th day of August, 2021, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and CD King Construction, LLC dba JD King of the City Seminole, County of Gaines, State of Texas, Party of the Second Part, herein-after termed CONTRACTOR.

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

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

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 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: $2,096,751.37.

INSURANCE

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

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

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

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

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

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

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

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

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

WAIVER OF ATTORNEY FEES

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

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

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

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

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

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

VERIFICATION

To the extent that Tex. Gov't Code section 2270.002 applies to this Contract, Contractor hereby verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Contract. If Tex. Gov't Code

section 2270.002 does not apply to this Contract, such verification is not required, and Contractor shall be deemed to have not made such verification.

RECORDS RETENTION AND PRODUCTION OF INFORMATION

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

PUBLIC INFORMATION

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

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

Parties of the First Part (Owner)

By: _____
Patrick Payton, Mayor

ATTEST:

_____
Amy Turner, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

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

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

_____
Notary Public

Form Revised July 2021

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____ , 20__ .

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

New York Avenue Paving Bond Project

The undersigned states that all debts, bills, and expenses that were incurred by the undersigned, his agents, or subcontractors employed by him, for labor, wages, materials and other purposes furnished for the above project have been paid and satisfied in full.

The undersigned, as general contractor for the above described project agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against all claims and suits for damages, expenses, including court costs and attorney fees, arising out of or resulting from the undersigned contractor, his agents or subcontractors employed by him for expenses, warranties for items furnished, or labor performed and for any party that has supplied materials in connection with the repair or construction of the above referenced premises.

The undersigned contractor agrees to waive any and all claims it may have against the City, associated with, resulting from or arising out of the work performed at the above premises.

Further, the undersigned states that all labor performed by the undersigned, his agents, and subcontractors employed by him, has been completed in the usual and customary workmanlike manner and all work performed is accompanied with the usual and appropriate warranties for such work or repair, absent any disclaimer previously approved by the City of Midland.

I, the undersigned, release and relinquish unto the City of Midland, and their assigns the above described lien upon the above referenced property and hereby certify that all debts, bills, and expenses incurred by the undersigned, his agents, or subcontractors employed by him in connection with work done at the above

premises have been fully paid, in exchange for payment in full to be made by the City of Midland for the performance on the above described premises.

WITNESS MY HAND on this _____ day of _____, 20_____.

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

SUBSCRIBED AND SWORN to before me on the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

_____
Typed or printed name

_____
My Commission expires:

Form Revised June 2021

City of Midland Specifications

PREPARATION OF RIGHT OF WAY

1. GENERAL

Includes the preparation of right-of-way for construction by clearing, grubbing, removing and disposing of all obstructions and objectionable material from the right-of-way and designated easements, which is not specifically provided for on the plans.

Obstructions and objectionable material refer to all objects or material that do not meet the quality of standards for the courses of pavement to be constructed or which protrude into the excavation for slopes.

Measurement and Payment - Measurement and payment will be at the units and prices for the applicable bid item in the proposal.

When no specific bid items are included in the bid proposal for work specified under this section this work shall be considered as incidental to other items of work and the cost shall be included in the bid for these items. No separate payment will be made.

2. CONSTRUCTION METHODS

Removal - Obstructions and objectionable material to be removed by blading, plowing, bulldozing, or other methods approved in writing by the Engineer. The use of explosives will not be permitted. Solid objects must be removed to a depth of at least one (1) foot below the finished slope or subgrade elevation. Hollow objects must be removed entirely.

Disposal - Material to be removed from the right-of-way becomes the property of the Contractor. If disposal areas are available, they will be indicated on the plans.

Preservation of Trees and Shrubs - Trees and shrubs to be preserved in the right of way are shown on the plans and must be protected from injury during construction.

Removal of Concrete - Cut concrete at the right-of-way line straight and vertical by sawing or other approved methods prior to the removal of concrete in the right-of-way.

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE 1
1. GENERAL 2
2. CONSTRUCTION METHODS 2

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

1. GENERAL

Includes the excavation, embankment and preparation of subgrade determined by the lines, grades and sections shown on the plans and in accordance with the provisions of the specifications.

Excavation - Includes excavation to planned grade, disposal of the material, removal of unsuitable subgrade material and borrow material when required in the construction. All excavation to be classified as common.

Embankment - Consists of excavated or borrow materials placed and compacted in horizontal layers in accordance with the specifications.

Subgrade - The upper eight inches (8") of embankment or the upper eight inches (8") below the roadway excavation finished grade. The subgrade shall extend from six inches (6") back of curb to six inches (6") back of curb where curb and gutter is to be constructed.

Measurement and Payment - Measurement and payment to be at the units and prices for the applicable bid items in the proposal.

2. CONSTRUCTION METHODS

Excavation - Made at the location and to the lines and grades shown on the plans in areas previously prepared in accordance with provisions of Section 2A. Dispose of excess material not required in the embankment and material that is unsuitable for subgrade. Excavation tolerance to be plus or minus 1/10 foot from the plan grade.

The area between the curb and property line shall be excavated or filled, whichever is necessary, to curb height at back of curb and finished to a straight even surface to the property line. The minimum elevation at the property line shall be the elevation of the top of the curb. The maximum elevation at the property line shall be equal to a rise of 1/4 inch per foot from the back of the curb to the property line.

During the excavation of this project, it will be required that all parkways be excavated and shaped at the same time the roadway is excavated. Excess excavation will be disposed of at locations approved by the Engineer.

Embankment shall be constructed at the locations and to the lines and grades shown on the plans in areas previously prepared in accordance with Section 2A of these specifications. Top eight inches (8") of natural ground to be compacted

to embankment density requirements. Embankment shall be constructed from suitable material obtained from the excavation or borrow free of roots, rocks in excess of three inches (3"), debris and other objectionable material. Excavation deficiencies shall be supplemented from a borrow source approved by the Engineer. Embankment shall be constructed in uniform horizontal layers not to exceed eight inches (8") of loose depth and compact with suitable equipment to a minimum of ninety percent (90%) AASHTO T180. The materials shall be processed by aeration or watering to bring the material to the approximate optimum moisture. Dry layers will not be permitted. Soft spots that develop in the embankment shall be removed and replaced with suitable material. No payment will be made for removal of soft spots. Tolerance for embankment grading shall be one-half foot (1/2) plus or minus the plan grade.

Preparation of Subgrade - Eight inches (8") of the upper portion of the embankment or excavation shall be shaped and compacted to a minimum density of 95 percent (95%) AASHTO T180 and finished within a tolerance of one-half inch (1/2") in ten feet (10'). The finished subgrade shall be protected and maintained in a satisfactory condition until covered by succeeding construction.

Compaction Tests - Field density tests will be made by the Owner or by a laboratory selected by the Owner. The Contractor shall notify the Engineer when compaction has been achieved. The Contractor shall allow 24 hours for scheduling of test. Prior to the taking of subgrade density test, the entire subgrade will be tested by proof-rolling using a pneumatic roller weighing not less than 50,000 lbs. gross with tire pressure being not less than 110 psi. Any soft spots, pumping, or other evidence of weakness shall be remedied before density tests are made. Proof rolling shall be in the presence of the Engineer or his duly authorized representative.

The City will pay the cost of initial density tests made on the subgrade. If the subgrade fails to meet the density requirements on the first test, the contractor will be required to have subsequent density tests made by the commercial lab selected by owner. The cost of all subsequent density tests will be born by the contractor.

08/07

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

Includes the construction of concrete curb and gutter, sidewalks, driveways, valley gutters, center drains and rip rap in accordance with lines, grades and the sections shown on the plans and constructed in full compliance with provisions of the specifications.

A proven performance record by the Texas Highway Department shall be supplied by material producers for all materials supplied by them.

2. MATERIALS

Concrete - All concrete other than rip rap shall be Class "A" concrete in accordance with Texas Highway Department specifications Item No. 421. Concrete for rip rap shall be the class as shown on the plans and detail drawings. When no concrete class is shown the plans concrete for rip rap shall be Class "B" concrete.

Concrete batch designs shall be furnished for each project and shall include all classes of concrete proposed for use on the project.

Reinforcing Steel - Reinforcing steel shall be deformed bars or wire mesh fabric conforming to the requirements of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" Item No. 440 and shall be of the sizes and grades as shown on the plans.

The contractor, at his option, may use fiber reinforcing in lieu of the wire mesh for all concrete slab on grade. When fiber reinforcing is used, it shall be "Fiber Mesh" or "Caprolan RC" or approved equal. The material and rate of application shall be approved by the Engineer prior to its use.

Expansion Joints - Bituminous pre-molded joint filler shall be composed of top grade fiber, treated by special impregnation system with water repellent bituminous materials. It shall be a non-extruding type, resilient, expanding on release of compression, preventing open joint crevices. The pre-molded joint filler shall be of such character, that it will not be deformed by handling during hot weather, nor shall it become brittle in cold weather. It shall be free from visible external defects such as holes, ragged or untrue edges, breaks, cracks or tears. It may be covered on both sides with paper to facilitate handling.

The joint filler shall be accurately cut to the dimensions and shapes required. It shall be of the thickness required by the plans, or as specified elsewhere.

3. CONSTRUCTION METHODS

GENERAL

No concrete shall be placed when, in the Engineers opinion, weather or other conditions would be detrimental to the structure placed. No concrete shall be placed on grade when the ground temperature is 35^{o} F or lower. Concrete may be placed when the ground temperature is rising from 35^{o} F. Concrete placed in cold weather shall be protected from freezing for 72 hours after being placed.

CURB AND GUTTER

EXCAVATION AND SUBGRADE - Excavation for curb, gutter, and combined curb and gutter shall be done with the subgrade excavation for the street. Street subgrade shall extend from six inches (6") back of curb to (6") back of curb and shall be compacted for a full width to a minimum of 95% AASHTO T180-61. Where subgrade is more than three inches (3") below bottom of curb, fill shall be compacted caliche base constructed from six inches (6") back of curb to six inches (6") back of curb as specified for base course.

Whenever subgrade or base is dry or dusty, it shall be thoroughly moistened, not made muddy, before the concrete is placed.

Forms - Forms shall be of steel, of a type to be approved by the Engineer, except that curves may be formed with wood sections built up or laminated, upon prior approval by the Engineer.

The forms shall be attached securely to stakes, shall be set true to line and grade, and braced sufficiently to remain true during the placing and tamping of the concrete. Forms shall be thoroughly cleaned and oiled before each use.

Curves - All changes in direction of the curbs shall be by means of true circular curves of the radii as shown on the plans.

Expansion Joints - Expansion joints shall be placed between curb and gutter sections at the tangent points of all curves, at each side of the inlet boxes, drives, alleyways, and at intervals of not more than forty feet (40') in straight runs. The expansion material shall be pre-molded three-fourths inch (3/4") in thickness, and shall conform to the requirements of expansion material as specified herein. It shall be cut to the full size and shape or the cross section of the curb and gutter, less one-half inch (1/2") from the finished surface thereof. The edges of sections against the joint shall be finished with an edging tool and the joint raked clean of concrete.

Finishing - There shall be provided on the job a metal screed or mule designed to give proper shape to the curb and gutter. It shall be bent to the exact shape of the finished curb and gutter and the forward edge turned up slightly to prevent disturbing the mortar. It shall be designed to ride on the forms and when properly manipulated shall leave the curb and gutter in its proper shaped condition. An "S" trowel shall be used to finish the surface and minor imperfections shall be corrected with a mason's trowel. Care shall be taken to finish

the gutter flow line to a true, uniform grade. All edges shall be finished with an edging tool, and joints marked with a jointer. Joint marks shall coincide with actual joints and shall be straight and true.

Curing - The completed curb and gutter, shall be cured in accordance with the requirements of the item "Membrane Curing", Texas Highway Department Item 531.

DRIVEWAYS AND ALLEY RETURNS

Driveways and alley returns shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets. All driveways and alley returns shall be reinforced as shown on the detail drawings.

Excavation and Subgrade - Excavation shall be accomplished in the same manner as for streets and curbs. The subgrade for all driveways and alley returns shall be compacted to 95% modified proctor density for 8 inches depth.

Driveways for single family residences and property used for two family residential purposes (duplexes) may be placed on the compacted subgrade. All other driveways shall be considered as commercial driveways and shall be constructed on 6 inches compacted flexible base.

Flexible Base - Commercial driveways and alley returns shall be constructed on 6 inches of flexible base conforming to Section 2-C- Flexible Base, Caliche.

Forms - Forms shall be constructed of steel or, when approved by the engineer, wood conforming to the requirements for curb and gutter forms.

Expansion Joints - Expansion joints shall be placed at the ends of abutting curb and gutter at the end of radii for all driveways and alley returns. In addition, expansion joints shall be placed at the ends of abutting sidewalk sections and at any point where the driveway or alley return abuts another concrete structure. Expansion joint material shall be pre-molded three fourths inch (3/4") in thickness, cut to the shape and dimensions required and shall extend the full depth of the concrete.

Finishing - Shaping and finishing of driveways and alley returns shall be accomplished by using a screed to shape the driveway or alley return to the lines and grade required. Finishing shall be accomplished by use of wooden floats and stiff bristled brushes or brooms. The last finish shall be by brushing or brooming in
A direction transverse to the direction of traffic.

During the entire finishing process care shall be taken to maintain the true gutter invert in line with the street curb and gutter.

Curing - Finished driveways and alley returns shall be cured in accordance with the requirements "membrane curing" "Texas Department of Highways and Public Transportation, 1982 Standard Specifications for Highways, Streets and Bridges", Item Number 531.

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

Concrete slab type street drainage structures with or without curbs, shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets or as may be established in the field by the engineer.

Subgrade excavation preparation and compaction and flexible base shall be the same as specified for street construction. All drainage structures within the roadway shall be constructed on a flexible caliche base so that the thickness of the concrete slab plus base is equal to the thickness of the hot mix asphaltic concrete surface plus base.

Forms - Forms shall be as specified for curb and gutter.

Reinforcing - All slab type drainage structures shall be reinforced as shown on the plans and detail drawings. Care shall be taken to maintain all reinforcing in good condition and at its proper location within the slab.

Expansion Joints - Expansion joint material shall be as specified for curb and gutter and for driveways and alley returns.

Expansion joints for valley gutter shall be placed at the ends of radii and at the juncture between the fillet and the cross valley as shown on the detail sheet.

For center drains, expansion joints shall be placed at the ends of widened or transition sections and at each end of a section containing a manhole or other structure and at intervals of sixty feet (60') measured along the center line of the drain.

Additional expansion joints shall be placed where drainage slabs abut backs of curbs, sidewalks and at contact points with other concrete structures.

Contraction Joints - Contraction joints shall be spaced at 15' intervals along the center line of center drains. These contraction joints shall be saw cut 3/8" wide minimum and 1/4 the depth of the slab using an approved concrete saw.

Saw cut contraction joints shall be made after the concrete has set sufficiently to prevent excessive raveling during sawing and shall be completed before the concrete is 48 hours old.

Finishing - Finishing shall be the same as for alley returns and driveways with the last finishing operation for structures subject to vehicular traffic being by broom or stiff brush in a direction transverse to the direction of traffic.

Curing - Curing shall be the same as for curb and gutter and driveways and alley returns.

SIDEWALKS

Sidewalks shall be constructed of Class A" concrete to the lines and grades as shown on the plans and detail drawings or as may be established in the field by the engineer. Sidewalks shall be constructed parallel to the back of the curb and on a grade parallel to

the top of curb grade. The minimum thickness for any sidewalk is 4 inches. The minimum width of any sidewalk is 4 feet.

Excavation and Subgrade - Excavation for sidewalk shall be made with street excavation where applicable. Care shall be exercised in excavating for sidewalks. Any over excavation or any fill required for sidewalk must be brought to grade in lifts not to exceed two inches (2") and thoroughly tamped. Subgrade for sidewalks shall be compacted to at least the density of the adjacent soil or to 85% modified proctor whichever is greater.

When a sidewalk is to be constructed on an embankment the fill must extend at least 3 feet beyond the edge of the sidewalk.

If the subgrade is dry or dusty it must be thoroughly moistened but not made muddy before concrete is placed.

Forms - Forms for sidewalks may be either steel or wood. Forms must be in good shape and true to line and grade. If nominal 2" x 4" lumber is used the subgrade must be finished one half inch (1/2") below the bottom of the form to provide the required 4 inch thickness.

Expansion Joints - Expansion joint material shall be pre-molded conforming to these specifications and shall be one half inch (1/2") thick. The expansion joint shall extend the full depth of the sidewalk.

Expansion joints shall be placed at points where the sidewalk contacts the back of curb, at all junctures between sidewalks all directions, and at all points where the sidewalk abuts a driveway, alley return or other concrete structure including fence foundations.

Transverse expansion joints shall be constructed in the sidewalk at intervals not exceeding twenty eight feet (28') as measured along the centerline of the walk except for sidewalks that are constructed wider than four feet (4') in which case expansion joints may be placed at intervals that are multiples of the width but not exceeding thirty feet (30').

Contraction Joints - Contraction joints consisting of trowel cuts one and one half inches (1-1/2") deep shall be spaced at four foot (4') intervals along the sidewalk. Contraction joints shall be edged using an edging tool with a 1/4 inch or 3/8 inch radius.

For sidewalks wider than four feet (4') contraction joints may be placed at intervals equal to the width of the walk up to but not exceeding ten feet (10').

Finishing - Sidewalks shall be "struck off" with a screed to provide an even surface and float finished using a wooden float.

The final finish on the sidewalk shall be accomplished by brooming or brushing using a stiff bristled brush or broom with the final strokes being in the transverse direction.

Curing - Curing shall be as specified for curb and gutter and driveways and alley returns.

CONCRETE RIP RAP

Concrete rip rap shall be constructed of concrete of the class and to the line and grades as shown on the plans.

Excavation and Subgrade - Care shall be taken not to over excavate for rip rap. The subgrade for rip rap shall be compacted to at least the density of the adjacent undisturbed soil or 85% modified proctor whichever is higher.

Forms - Forms, where required, may be either steel or wood. Forms must be in good condition and true to line and grade.

Expansion Joints - Expansion joints, where required, will meet the requirements of expansion joints materials as specified herein and will be placed as shown on the plans or directed by the engineer.

Finishing - Finishing shall be by screed and wooden float to produce true uniform surface.

Curing - Curing shall be as specified for other concrete herein.

Slope Paving - Slope paving may be required behind the curb or behind sidewalks where street paving requires deeper cuts in developed areas. Slope paving shall be constructed of Class "A" concrete and shall be constructed to the lines and grades as shown on the plans or as established in the field. Slope pavement shall be four inches (4") thick and shall be constructed in accord with the specifications for sidewalks.

When no slope grade is given on the plans the slope gradient shall be l:l.

Unless listed separately on the bid proposal, slope pavement shall be measured and paid for as sidewalk.

4. BACKFILL AND CLEANUP

GENERAL

Backfill and clean up are an integral part of the various items covered by this specification and must be completed for each item before that item will be considered for payment.

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

Backfill and clean up for concrete structures within the paved areas of streets, alleys, etc. shall receive special attention to assure the integrity of the street pavement.

Structures constructed in previously paved areas shall have sufficient surface removed along with base and subgrade where necessary to set full face forms for the concrete. As soon as the forms are removed all loose material shall be removed from the form trench and the trench filled to the base level with Portland cement stabilized backfill material

consisting of two (2) sacks Portland cement to one (l) cubic yard of caliche base material or one (l) cubic yard "blow sand". When the cement stabilized backfill has cured the pavement edge shall be saw cut to provide true and straight lines and the pavement restored to its original or revised grade using Hot mix asphaltic concrete conforming to the requirements of Section 2-F of these specifications.

For structures constructed on previously prepared subgrade or base course, clean up and backfill shall be considered complete when the subgrade or base course has been made ready to receive the next course.

When a structure is constructed on a finished base course and it is necessary to remove base material to set forms, backfill and cleanup shall be as described for previously paved areas and shall be considered complete when the base course is made ready to receive the surface course or courses.

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

Backfill behind curbs and along sidewalks that is to be grassed shall be made using good top soil. Top soil shall be free of caliche, rocks, clods, lumps, debris and other objectionable material. This backfill shall be compacted to at least the density of undisturbed adjacent soil but not less than 85% modified proctor.

Backfill behind curbs and along sidewalks that is to receive paving shall be constructed to conform to the base and subgrade of the adjacent paving and shall be compacted to 95% modified proctor. Or the contractor may elect to backfill to the top of the base with two (2) sack cement stabilized backfill.

In undeveloped areas and in areas where no sidewalks exist the contractor shall slope from the back of the curb to a maximum height of 1/4 inch per foot rise from the top of the curb to the property line on a straight line grade. The minimum elevation at the property lines shall be top of curb elevation.

In deeper cut areas slope paving may be required. When slope paving is required it shall be constructed to the lines and grades shown on the plans. Backfill and shaping beyond the slope paving shall be in accord with the applicable portions of this specification.

08/07

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS **1**

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP **1**

1. GENERAL 1
2. MATERIALS 1
3. CONSTRUCTION METHODS 2

GENERAL *2*
CURB AND GUTTER *2*
DRIVEWAYS AND ALLEY RETURNS *3*
CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS *4*
SIDEWALKS *4*
CONCRETE RIP RAP *6*

4. BACKFILL AND CLEANUP 6

GENERAL *6*
CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS *6*
BACKFILL BEHIND CURBS AND ALONG SIDEWALKS *7*

CONCRETE STRUCTURES

1. GENERAL

This specification covers concrete structures including but not limited to junction boxes, culverts, head walls, cast in place manholes, valve vaults, meter vaults and retaining walls.

2. MATERIALS

CONCRETE

Concrete for cast in place manholes, junction boxes, storm sewer inlet boxes, valve vaults and direct traffic culvert and bridge decks shall be a modified class "C" concrete using a minimum of 6 sacks cement per cubic yard with a maximum water content of 5 gallons per sack of cement and producing a concrete with 4000 psi 28 day compressive strength.

Concrete for other structures shall be class "A" as specified in "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" item number 421. Concrete for riprap shall be class "B".

Reinforcing steel shall conform to the requirements of item number 440 or "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" and shall be of the sizes and grades as shown on the plans.

3. CONSTRUCTION

Construction of concrete structures shall be in accordance with the provisions of item 420 "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges".

FLEXIBLE BASE, CALICHE 1
1. GENERAL 2
2. MATERIALS 2
3. CONSTRUCTION 3
4. TESTING 3

FLEXIBLE BASE, CALICHE

1. GENERAL

This item consists of the construction of a caliche flexible base course to the lines, grades and thickness shown on the plans and in accordance with the provisions of the specifications.

Qualification of Material Source - There will be no designated material sources, but the source proposed by the Contractor must be approved by the Engineer. The contractor shall furnish evidence of capability to crush and screen the material with suitable equipment.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Material from the approved source shall meet the following requirements when tested in accordance with the referenced testing standards:

Gradation - Tested by ASTM C 136-67 to meet the following gradation limits:

Sieve Size	Percent Passing
1-3/4"	100.0
7/8"	65-90
3/8"	50-70
No. 4	30-60
No. 40	15-35

Liquid Limit and Plasticity Index **-** Tested by ASTM D423-66 and D 424-59.

Liquid Limit - 30.0 Maximum
Plasticity Index - 10.0 Maximum
Triaxial Classification - Tested by Texas Highway Department Method TEX 117-E, Part II - minimum class 3.0.

Source Quality Control - The contractor shall exercise caution in the operation of the material source to prevent the inclusion of inferior materials.

3. CONSTRUCTION

A. The subgrade shall be finished true to the lines and grades as shown on the plans or as established by the Engineer and finished within specified tolerances and properly maintained to prevent drying and/or loosening of the surface.

No base material may be dumped on any subgrade until it has been tested and approved by the Engineer.

B. Flexible caliche base material shall be placed in uniform courses and processed to provide a uniformly mixed base course of the proper moisture content for compaction. The processing and compaction procedure used shall provide a uniform base course compacted to ninety-five percent (95%) modified proctor density (YACHT T180) minimum. The minimum thickness of any one compacted course shall be three inches (3"). The maximum thickness of any one compacted course shall be eight inches (8").

Any soft or segregated spots that appear in the base shall be removed, replaced or reprocessed and recompacted prior to final finishing of the base. The finished base shall conform to the lines and grades as shown on the plans or established by the Engineer. Finished tolerances shall not exceed one half inch (1/2") in ten feet (10').

The finished base shall be primed as soon after finishing as practical and shall be protected until the hot mix asphaltic concrete surface is applied. In no case will prime be applied until the finished base has been approved by the Engineer.

4. TESTING

A. All test for approval of the source shall be performed by a commercial lab selected by the owner and shall be paid for by the contractor.

B. Gradation and soil constants tests (ASTM C-136, D423 and D424) and THD Triaxial Test (THD TEX117-E Part II) will be performed for source approval. Should the appearance, workability or other visual checks indicate a possible change in the material being furnished, the Engineer may require the contractor to retest the material for source approval.

C. Field quality control test will consist of the finish tolerance test and density test.

The finish tolerance test will be performed by the contractor at his expense using a 10' rolling straight edge. This test shall be performed at the direction of the Engineer or his representative. When required, the test shall consist of checking one path in each lane with the rolling straight edge.

Density test will be made by the City or a commercial laboratory chosen by the City using Troxler 3411-B nuclear density gauges or approved equal at the minimum rate of one test for each 1000 square yards of base. In no case shall less than three tests be run on any one area processed as a unit. The City will bear the cost of the first test or set of tests only. If the base fails the first test the contractor, at his own expense, will be required to have all subsequent tests performed by the commercial laboratory chosen by the city.

8/07

BITUMINOUS PRIME

1. GENERAL

This item consists of the application of a bituminous prime coat to the finished caliche base in accordance with the provisions of the Specifications.

Qualification of Material Source - Material shall be supplied by a producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade MC-30, Texas Highway Department Item 300.

Source Quality Control - Certificates of compliance to be furnished by the producer to the Engineer.

3. CONSTRUCTION METHODS

Condition of Base - The surface of the base shall be tightly compacted to the line and grade shown on the plans and within the tolerances of the specifications. The surface shall be clean and the base shall contain sufficient moisture to assure the proper penetration of the prime.

The prime shall be applied with an approved distributor to the surface of the base at a rate of between 0.15 and 0.40 gallon per square yard. The application rate shall be varied to meet field conditions and to obtain uniform coverage, and adequate penetration. Properly applied prime coat should penetrate from 3/8" to 1/2" into the base and should cure in approximately 72 hours with ambient temperatures at or near 70 degrees F. The prime shall be applied at a temperature within the range of temperatures recommended in Item 300 of Texas Highway Department Standard Specifications. The temperature shall be varied within this range to provide a viscosity that will assure even spreading and penetration of the base. Air Temperatures at the time of application shall be above 50'F.

BITUMINOUS TACK

1. GENERAL

This item consists of the application of a bituminous tack coat to the primed base or existing asphaltic concrete or Portland cement concrete pavement in accordance with the provisions of the specification.

Qualification of Material Source - Material shall be supplied by producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade RC-250, Texas Highway Department Item 300.

3. CONSTRUCTION METHODS

Conditions of Surface - Prior to application of tack to the base course the prime must be completely penetrated into the base and the surface cleaned of foreign objects.

The tack shall be applied with an approved distributor at a rate of between 0.05 and 0.10 gallons per square yard. The temperature of application shall be within the range recommended by the Texas Highway Department in Item 300. The surface temperature to which tack is being applied shall be above 50 degrees F. at the time of application.

When the asphaltic concrete surface is being placed on primed caliche base, use of the tack coat may be waived by the Engineer if the contractor can show that adequate adhesion of the surface being placed to the base course is achieved without it.

Tack coat shall be placed on all asphaltic concrete or portland cement concrete surfaces on which an additional course of asphaltic concrete surfacing is to be placed. The tack coat shall be rolled with a pneumatic roller to assure even distribution over the entire surface and to achieve proper penetration into and adhesion to the surface being overlayed.

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

Includes the construction of the hot mix asphaltic concrete surface in accordance with lines, grades and the sections shown on the plans and with the provisions of the specifications.

Qualification of Material Sources - Producers of oil asphaltic concrete mixture to have a proven record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Oil Asphalt - Oil asphalt grade AC-l0 or AC-20, Texas Highway Department Item 300. When no asphalt grade is shown on the plans, and unless directed otherwise by the Engineer, asphalt for this project shall be grade AC-10.

Coarse Aggregate - Crushed stone or crushed gravel with a minimum of 75 percent of the aggregates having two or more crushed faces. Additional requirements:

(a) Los Angeles Abrasion: ASTM C l3l, Wear not to exceed 40.

(b) Decantation: Maximum 2.0 percent by weight

Fine Aggregates - Natural sand and screenings crushed from the same or similar material meeting the requirements of the course aggregates. Additional requirements.

(a) Plasticity Index: Maximum of 6.

(b) Sand Equivalents: Minimum of 50 for each individual fine aggregate.

Paving Mixtures - The paving mixture(s) shall be as shown on the plans and details. If no mixtures are shown on the plans surface or wearing courses up to l-3/4 inches thick shall be Type D, base courses up to 2 inches thick shall be Type C and base courses over 2 inches thick shall be Type B or Type A.

(a) Gradation: The master gradations for the paving mixtures are:

TYPE "A" (Coarse Graded Base Course):	Percent Aggregate by weight or volume
Passing 2" sieve	100
Passing l-3/4" sieve	95 to 100
Passing l-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 4 sieve, retained on No. l0 sieve	5 to 21
Total retained on No. l0 sieve	68 to 84
Passing No. l0 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "B" (Fine graded Base or Leveling-up course)	Percent Aggregate by Weight or Volume
Passing l" sieve	100
Passing 78" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. l0 sieve	5 to 26
Total retained on No. l0 sieve	58 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

Type "C" (Coarse Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve	95 to 100
Passing 5/8" sieve, retained on 3/8" sieve	16 to 42
Passing No. 4 sieve, retained on No. l0 sieve	11 to 37
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 Sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing l/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on 4" sieve	21 to 53
Passing No. 4 sieve, retained on No. l0 sieve	54 to 74
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight.

TYPE "F" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No. l0 sieve	58 to 73
Passing No. l0 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 6.5 percent of the mixture by weight.

(b) Tolerances: Deviations from job mix formula limited to:

(l) Sizes larger than the l0 sieve- Plus or Minus 4 percent.

(2) No. l0 sieve and smaller - Plus or Minus 3 percent.

(3) The deviation from the job mix formula shall be further limited in that the total deviation from the job mix formula between any two adjacent aggregate grades shall not exceed the allowable deviation for either one.

(4) Asphalt - Plus or Minus 0.3 percent.

(c) Density - The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory should have the following percent of maximum theoretical density:

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

Source Quality Control - Paving mixture and plant tests to be performed by laboratory selected and paid by the Owner, except as noted.

Job Mix Formula - The contractor shall submit a job mix formula, prepared by laboratory chosen by the owner, at least l0 days in advance of laying operations to allow time for review by the engineer. Substitution of one or more materials will require a new job mix formula and must be approved by the engineer.

The design of job mix formula whether for original submittal or revisions shall be paid for by the contractor.

Plant Tests - Check of raw material uniformity, quality and flow, hot bin gradations, temperature of mixture, mixture tests for density, stability and percent asphalt and other necessary tests to be performed bythe laboratory selected by the owner for each day's production.

Oil Asphalt - Producer to furnish certificates of compliance to the Engineer.

3. CONSTRUCTION METHODS

A. GENERAL

Condition of Base - The surface of the base shall be tight and free of debris. The prime coat shall be uniformly distributed, well penetrated and completely cured prior to application of the tack coat. If the mixture will adhere to the surface of the base without the application of a tack coat, the tack coat can be eliminated. If the surface of the base is one half (l/2") inch or more lower than the proposed bottom of the asphaltic concrete it shall be corrected by placing and compacting a level up course of the asphaltic concrete before the mat is placed on it.

Stockpiling, Storage, Batching and Mixing - Shall meet the requirements of Item 340, "Texas Highway Department l982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340,"Texas Highway Department l982 Standard Specifications for Road and Bridge Construction." With the added provision that no asphaltic concrete shall be placed when the surface on which the mat is to be placed is below 50 degrees F.

Thickness - Shall be as shown on plans. Unless shown otherwise on the plans, the maximum compacted thickness of any one course of asphaltic concrete shall be two and one-half (2-l/2) times the maximum aggregate size of the mixture being placed. The minimum shall be one (l) inch or one and one fourth (1-1/4) times the maximum particle size which ever is greater.

B. PLACING

Placing of Asphaltic Concrete shall be accomplished using an approved self propelled spreading and finishing machine with a heated vibrating screed capable of producing a surface that will meet the requirements of the typical cross section and the surface test, and when the mixture is dumped directly into the finishing machine shall have adequate power to propel the delivery vehicles in a satisfactory manner. The finishing machine shall be equipped with a flexible spring and/or hydraulic type hitch sufficient in design and capacity to maintain contact between the rear wheels of the hauling equipment and the pusher rollers of the finishing machine while the mixture is being unloaded.

The use of any vehicle which requires dumping directly into the finishing machine and which the finishing machine cannot push or propel in such a manner as to obtain the desired lines and grades without resorting to hand finishing will not be allowed. Vehicles dumping directly or indirectly into the finishing machine shall be so designed and equipped that unloading into the finishing machine can be mechanically and/or automatically operated in such a manner that overloading the finishing machine being used cannot occur and the required lines and grades shall be obtained without resorting to hand finishing.

Automatic screed controls will be required and shall meet the requirements item, 528 "automatic screed controls for asphaltic concrete spreading and finishing machines "Texas Department of Highways and Public Transportation 1982 Specifications for Construction of Highways, Streets and Bridges".

The screed shall be ski controlled using a ski of not less than l8' in length. Curb shoe control will not be allowed.

The spreading and finishing machine shall be maintained in good working order and operated by competent trained personnel.

The Engineer may require the contractor to place a test strip to prove the capability of the machine and the competency of the operating personnel to produce a satisfactory finished surface.

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

Fillet areas, turn outs and other areas not accessible to the spreading machine may be hand laid provided a satisfactory surface is produced.

C. COMPACTION AND FINISHING

Compaction Requirements - The asphaltic concrete surface shall be compacted so that the compacted mixture will contain not more than seven percent (7%) nor less than three percent (3%) air voids.

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

Raking and Leveling - Minor leveling may be accomplished using asphalt rakes prior to compacting the surface. The surface shall be leveled by loosening the surface of the asphaltic concrete using an asphalt rake then adding or removing material and smoothing the surface. Any large aggregate worked to the surface in this process shall be removed before compaction. The large aggregate shall not be spread over the new asphaltic concrete surface.

Edges and joints with compacted asphalt or concrete gutters shall be carefully squared and excess material removed before compaction. Care shall be taken to see that NO excess material laps over onto the surface of existing asphaltic concrete paving or concrete gutters. Large aggregate worked to the surface in this process shall be removed. It shall not be spread over the new asphaltic concrete surface.

Rolling - In general rolling shall conform to the requirements of item 340 of the Texas Department of Highways and Transportation 1982 Specifications for Construction of Highways, Streets an Bridges except as modified herein.

It shall be the responsibility of the contractor to have rolling equipment available on the job to properly compact the paving mixture in place as required without delay to the lay down operation. Rollers provided shall meet the qualifications for their type as follows:

PNEUMATIC TIRE ROLLERS: The rollers shall be acceptable medium pneumatic tire rollers conforming to the requirements of the item, "Rolling (pneumatic tire)", Type B, unless otherwise specified on plans.

TWO AXLE TANDEM ROLLER: This roller shall be an acceptable power driven tandem roller weighing not less than 8 tons.

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

Vibrating rollers will not be used without prior written approval of the engineer. Written approval will be granted only upon demonstration by the contractor that the roller and operator can produce a satisfactory surface within the tolerances of these specifications. Only the operator or operators thus approved will be allowed to operate the vibrating roller on this project.

Areas not accessible to standard rollers shall be compacted using trench rollers, impact tampers, hand tamps or other approved means that will produce the density and surface required.

JOINTS- Shall be carefully rolled to provide compaction of the asphalt against the existing surface or face of the concrete gutter. Joints between concrete gutters and Hot Mix Asphaltic Concrete shall be placed so that the HMAC will be approximately l/2 inch higher than the concrete when compaction is completed. At transverse joints such as valley gutters and fillet areas where finishing asphalt paving 1/2 inch above the edge of concrete will adversely affect ride quality the asphalt shall be finished 1/4 inch above the edge of the concrete.

Transverse joints shall be rolled in the transverse direction with the first pass extending approximately six (6") inches onto the new asphalt each additional pass shall extend approximately twelve (12") inches further onto the new asphalt until the full width of the roller is on the new asphalt. Longitudinal rolling may begin then.

All transverse joints shall be checked with a l0" straight edge while the material is

still hot enough to roll. Any corrections shall be made by loosening the material using an asphalt rake and adding or removing material and recompacting the surface. The surface shall be rechecked and when the joint is acceptable the asphalt spreading machine may proceed with the pass.

Final or finish rolling shall be accomplished using a two axle tandem roller to remove roller marks. This rolling shall be accomplished after the surface has cooled sufficient to minimize further marking but before it is too cool to respond to rolling.

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

Surface Tests - Surface tolerance tests will be performed in both longitudinal and transverse directions. The test for longitudinal surface tolerance will be performed with a ten-foot rolling straightedge furnished by the contractor, and calibrated and used in accordance with the manufacturer's recommendation or other approved method.

The maximum allowable deviation in surface shall be 1/8 inch in 10 feet. Tests for longitudinal surface tolerance will be performed by the contractor, accompanied by the engineer within 24 hours of the completion of a lot. One path in each lane for the length of the entire lot will be tested. The location of the test path (Distance from centerline or pavement edge) will be determined by the engineer through the use of random numbers. Any deviations in the surface finish of a roadway wearing course which exceeds l/4 inch must be corrected. After corrections have been made, the entire lot must meet the l/8 inch surface tolerance.

Thin course "scab on" patching will NOT be permitted. Corrections may be made by planning, milling and patching or by removing and replacing affected surface area.

When milling and patching is used to correct surface defects the minimum depth of removal shall be l".

For milling and patching or surface removal the area removed or milled shall be sufficiently large to avoid the appearance of patching.

When planning is used to correct defects the thickness of the remaining paving shall meet the thickness requirements as shown on the plans.

Surface tolerance test will be performed on the last or wearing course only.

Asphaltic concrete pavement constructed under these specifications that does not meet the surface tolerance requirements and is allowed to remain in place will be paid for at a reduced rate determined by multiplying the price bid for the wearing surface course by a surface tolerance quality factor. This rate shall apply to the entire lot.

Lower courses will not be affected by this quality factor but will be paid for at the price bid or such price as it may be affected by other quality factors.

The surface tolerance quality factor will be determined according to the following schedule:

Linear % of pavement exceeding 1/8 inch surface tolerance	Surface tolerance quality factor
0.0 to 1.0	1.0
1.1 to 1.5	0.9
1.6 to 2.5	0.8
over 2.5	0.5

Roadway surface requirements will not be applied for paved drives, aprons, turnouts, and other irregular sections, however, asphaltic concrete shall be placed in such a manner as to provide a neat and uniform appearance and shall be compacted by methods satisfactory to the engineer.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the surface tolerance quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be pre- constructed and remove and reconstruct the pavement. All costs in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be re-tested and the surface tolerance quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Thickness Test - Thickness test will be made by the engineer on each course of asphaltic concrete laid. Test specimens shall be made by a commercial laboratory selected by the owner. Test specimens shall be cores having a minimum nominal diameter of 6". These cores shall be made in the presence of the inspector at locations designated by the inspector using an approved power operated coring machine.

For thickness and compaction test, each lot shall be divided into approximately equal sublots corresponding in width to each pass of the lay down machine and containing up to but not exceeding 2,000 square yards each. If a lot contains less than 2,000 square yards the engineer may, at his option, divide the lot into two equal sublots, or, if the contractor has a record of satisfactory workmanship, the engineer may waive tests on said lots.

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

The thickness of a specimen shall be determined by averaging four (4) measurements made at ninety degree (90) intervals around the specimen. Any thickness less than design thickness shall be considered as deficient.

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

When a test specimen has a greater deficiency and less than (25%) of the test specimens show a deficiency the contractor shall, at his own expense, determine the extent of the deficiency and correct it by removing and replacing the surface. The minimum width for such correction will be the full width of the pass or passes of the lay down machine in which the deficiency occurs.

The minimum length of such correction shall be three times the width removed. When more than (25%) of the test specimens show a deficiency the surface may at

the engineers option be declared uniformly deficient and the contractor shall correct the deficiency by removing and reconstructing the surface or by constructing an overlay of not less than l inch thickness over the deficient area. The construction of an overlay will require milling at lip lines and dips.

The corrected surface shall meet all the requirements of these specifications.

Asphaltic concrete pavement constructed under these specifications that is less than design thickness, if allowed to remain in place, will be paid for at a reduced rate determined by multiplying the unit price bid in the bid proposal by a thickness quality factor. This rate shall apply to the entire lot in which the deficiency is found.

The thickness quality factor for hot mix asphaltic concrete pavement less than 2 inches in thickness shall be:

Thickness Deficiency	Quality Factor
Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	l.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch.	0.75
Average specimen deficiency of l/8 inch to l/4 inch	.55
Average deficiency of more than l/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

$$\text{Thickness Quality Factor} = \frac{1}{\left(\frac{1}{\text{Thickness Ratio}}\right)^2}$$

The thickness ratio for a lot is the average specimen thickness for that lot, with no allowance for thickness in excess of design, divided by the design thickness. For determining the average specimen thickness, those specimens in excess of design thickness shall be considered at design thickness.

The minimum thickness quality factor for which payment will be allowed is .55. Any pavement with a thickness quality factor below .55 will be considered as having a thickness quality factor of 0. This shall apply only if the contractor requests, in writing, to have this paving remain in place and this request is approved in writing by the engineer.

When the deficient area is in a lower course of a multi-course paving structure the contractor may reduce or correct the deficiency by increasing the thickness of the subsequent course or courses as follows:

When subsequent course is	Maximum increase in course thickness
Type B	1/2"
Type C	3/8"
Type D	1/4"

When corrected in this manner the thickness quality factor shall be determined using the combined thickness of the corrected courses and shall apply to all unit prices applicable to this lot.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the thickness quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be reconstructed and remove and reconstruct the pavement. All cost in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be retested and the thickness quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Compaction Test: Compaction test will be made by the commercial laboratory chosen by the owner on the core samples removed from the paving for thickness testing.

The percent air voids will be calculated using maximum theoretical specific gravity of the mixture.

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

In no case shall the additional rolling be delayed beyond thirty (30) days from the date the surface was laid. All cost for additional rolling and additional coring and testing of the re-rolled surface shall be born by the contractor.

Asphaltic concrete pavement not meeting this specification and that is allowed to remain in place shall be paid for at a reduced rate determined by multiplying the price bid in the bid proposal by a compaction quality factor determined according to the following schedule:

Percent air voids (average of all specimens for the lot)	Compaction Quality factor	
less than 3	0	
3.0 to 8.0	1.0	
8.1 to 9.0	0.9	
9.1 to 10.0	0.7	
10.1 to 11.0	0.5	and the engineer may require a chip seal to be applied at the contractor's expense
More than 11		0 and the engineer may require a chip seal to be applied at the contractor's expense.

NOTE: HMAC surfacing with between 11% and 15% air voids may, upon written request by the Contractor, be reviewed by the Engineer to determine if it may be left in place. The Engineer's review will consider the type of street and expected traffic conditions among other factors and a written determination will be issued. If the surface is allowed to remain in place, a chip seal will be required at the Contractor's expense. The quality factor for this paving will remain at 0.

The reduced rate shall apply to the entire lot.

The effect of compaction quality factors shall be cumulative and shall be applied as described for surface quality factors and thickness quality factors.

Cost for Field Quality Control - The surface tolerance test shall be made by the contractor at his expense.

The initial thickness and compaction test will be made at no cost to the contractor except for the cost of materials and labor to repair the holes left when cores are removed.

The cost of all thickness test to isolate a deficient area and the cost of retesting the corrected area shall be born by the contractor.

The cost of all retesting of compaction after additional rolling to correct compaction deficiencies shall be born by the contractor.

Areas reconstructed to remedy deficiencies shall meet all the requirements of these specifications and shall be tested in the same manner as original construction. The cost of all tests on reconstructed areas shall be born by the contractor.

5. ADDITIVES

Anti-stripping: An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (l/2) of l%.

The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

DOUBLE COURSE ASPHALT SURFACE TREATMENT

1. SCOPE

The work to be done under this section consists of furnishing all labor, materials and equipment necessary to construct a Double Asphalt Surface Treatment on the prepared base course in accordance with the sections shown on the plans and as specified herein or as directed by the Engineer.

2. MATERIALS

2.1 Asphalt

The asphalt used shall be of the grade and type specified below. The material shall be homogeneous and free from water, shall not foam when heated to 347° F., and shall meet the following requirements.

Viscosity Grade AC-5
Texas Highway Department 1982 Specifications

Viscosity 140 F. Stokes	500 +/- 100	
	Min.	Max.
Viscosity 140 F. Stokes	1.4	--
Penetration 77° F. 100 g. 5 sec.	135	--
Flash Point C.O.C.F.	425	--
Solubility in trichlorethylene percent	99.0	--

Tests on residues from thin film oven test:

Viscosity 140 F. Stokes	--	1500
Ductility, 77° F. 5 cms per min. cms.	100	--

Spot Test – negative for all grades.

2.2 Aggregate

All aggregate shall be composed of sound and durable particles of crushed stone or crushed gravel. At least eighty-five percent (85%) of the particles of the aggregate retained on the No. 4 sieve shall have one or more crushed faces. Aggregate particles shall be free from organic matter, clay, loam, or pebbles coated therewith, and shall not contain more that (5%) of slate, shale, schist or soft particles of sandstone. The aggregates shall have a percent of wear of not more than thirty-five (35). (Los Angeles Abrasion Tests of Coarse Aggregate, AASHO Designation

T-96 as revised). Crushed limestone will not be acceptable for this project.

Double Asphalt Surface Treatment

No. 1 Aggregate –	Retained on ¾" Sieve -	0% by weight
(Texas Highway	Retained on 5/8" Sieve -	0 – 2% by weight
Department 1982	Retained on ½" Sieve -	20, 35% by weight
Grade 3)	Retained on 3/8" Sieve -	85 – 100% by weight
	Retained on ¼" Sieve	95 – 100% by weight
	Retained on No. 10 Sieve-	99-100% by weight

No. 2 Aggregate -	Retained on ½" Sieve -	0% by weight
(Texas Highway	Retained on 3/8" Sieve -	0 – 5% by weight
Department 1982	Retained on No. 4 Sieve -	40 – 85% by weight
Grade 5)	retained on No. 10 Sieve -	98 –100% by weight
	Retained on No. 20 Sieve-	99 100% by weight

3. CONSTRUCTION METHODS

3.1 Preparation of base

If the surface of the base course is not in proper condition for placement of surfacing, it shall first be brought true to the section and grade as established. The base shall be checked, and any deviation in excess of ¼-inch from grade or from true cross section shall be corrected by scarifying then adding or removing material, reshaping and re-compacting by sprinkling and rolling. No "scab" or "featheredge" patches will be permitted. After correction of any defects in the base, it shall be cleaned of dirt, dust, or other deleterious material by sweeping or other approved methods and primed.

The base course shall be primed with MC-30 Asphalt as directed by the Engineer. The asphalt used shall meet the 1982 Texas Highway Department Specifications Item 300.

The base course shall be checked at least 24 hours in advance of placing the surfacing and any defects shall be repaired and re-primed. Immediately prior to placing the surfacing, the base shall be cleaned of all dirt, dust, or other deleterious materials by sweeping with rotary and hand brooms or other approved methods.

Prime coats shall not be applied more than 7 days in advance of placing the surface course. Areas that have been primed longer than the time

specified above prior to placing the surface course shall be re-primed at the Contractor's expense.

3.2 Handling and Applying Asphalt

All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphalt shall be kept clean and in good operating condition at all times, and they shall be operated in such a manner that there will be no contamination of the asphalt with foreign material. Asphalt shall not be heated above 400° F. at any time, and when applied, it shall be at a temperature of not less than 300° F. and not more than 350° F. The Engineer will select the temperature of application, and the Contractor shall apply the asphalt at a temperature within 15° of the temperature selected. All asphalt material heated above 400° F. will be rejected. Re-circulating heating equipment shall be equipped with recording temperature gauges.

The prime coat shall not be applied when the air temperature is below 50° F. and falling or when in the opinion of the Engineer weather conditions are not suitable. Prime coat shall not be applied when the temperature of the surface on which it is to be applied is less than 40° F. The prime coat shall be applied at least 24 hours in advance of placing the surface course. Prime coat shall be applied with an approved distributor at a rate of 0.30 gallon per square yard, or as directed by the Engineer.

Double Asphalt Surface Treatment shall not be applied when the temperature of the surface on which it is to be placed is below 50° F. and is falling but may be applied when the air temperature is above 40° F. and rising. No asphalt shall be placed when general weather conditions, in the opinion of the engineer, are unsuitable. No double asphalt surface treatment shall be placed from September 30 to April 15.

Asphalt shall be applied on the clean surface by an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide necessary facilities for determining the temperature of the asphalt in all of the heating equipment and in the distributor, for determining the rate and pressure at which it is applied, and for securing uniformity at the junction of two distributor loads. The beginning and ending of each shot of asphalt shall start and stop on a strip of heavy craft paper of not less than thirty (30) inches in width.

In areas inaccessible to the distributor, asphalt shall be applied by means of a hose and spray nozzles attached to the distributor. Care shall be

taken during application of any asphalt to shield the curb and gutter from the asphalt spray; satisfactory means of handling this matter will be insisted upon.

3.3 Application of Aggregate

Immediately after making the first application of asphalt, the surface shall be covered with No. 1 aggregate. The aggregate shall be spread with an approved self-propelled continuous feet aggregate spreader box, or approved equal, at rates as specified below or as directed by the Engineer. If necessary to obtain uniform distribution of aggregates, hand brooming and hand spotting of aggregates will be required. After completion of placing the aggregates, all areas shall be bull-wheeled with a three- wheeled roller weighing not less than 8 tons followed immediately by two complete passes with an approved self propelled pneumatic roller.

The second application of asphalt shall then be made and the No. 2 aggregate shall be applied in the same manner as stated above for the No. 1 aggregate. The Contractor shall be responsible for the maintenance of the surface and the distribution of the excess aggregate until the work is accepted.

On the two successive days following completion of the work as specified above, all areas shall be rolled with at least four complete coverage's with a pneumatic roller. This rolling shall be done in the warm part of the day.

3.4 Rate of Application of Materials

The asphalt and aggregate shall be applied at the rates specified in the following schedule:

Double Asphalt Surface Treatment

Application	Aggregate Gal. Asphalt/Sq. Yd.	Aggregate Cu. Yd. To Sq. Yds.	Designation
First	0.30	1:70	No. 1
Second	0.40	1:110	No. 2

3.5 Cleanup

After completion of the asphalt surfacing, all debris resulting from the construction shall be cleaned up and removed from the site of the work to

an approved place of disposal. The ditches, shoulders and back slopes shall be bladed and graded to true grades and cross sections as shown on the plans. The entire premises of the work shall be left in a clean condition satisfactory to the Engineer, and all costs of cleanup shall be included in the contract unit prices for the items of work involved.

DOUBLE COURSE ASPHALT SURFACE TREATMENT 1
1. SCOPE 1
2. MATERIALS 1
2.1 Asphalt 1
Viscosity Grade AC-5 1
Texas Highway Department 1982 Specifications 1
Viscosity 140 F. Stokes 1.4 --..... 1
2.2 Aggregate 1
Double Asphalt Surface Treatment 2
3. CONSTRUCTION METHODS 2
3.1 Preparation of base 2
3.2 Handling and Applying Asphalt 3
3.3 Application of Aggregate 4
3.4 Rate of Application of Materials 4
Double Asphalt Surface Treatment 4
3.5 Cleanup 4

3/2006

PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL COAT

1. GENERAL

This item includes patching, milling and incidentals to prepare the asphaltic concrete surface for tack coating and overlay or for application of a seal coat.

2. MATERIALS

a. Asphalt

Asphalt for hot mix asphaltic concrete shall be Grade ACl0 Texas Highway Department Item 300.

Asphaltic concrete shall be Type D or Type F Texas Highway Department Item 340 except when the overlay is the second phase of phased construction in which case the asphaltic concrete for full depth patching shall be the grade as shown on the plans.

b. Portland Cement Stabilized Base

Cement stabilized base shall conform to Texas Highway Department Item 274 and shall consist of caliche base materials described in Section 2-C of this specification. Stabilized using 2 sacks of Portland cement per cubic yard. Cement stabilized base may be blade mixed at or near the job site if the contractor can produce a uniformly mixed acceptable product by this method.

3. PATCHING

a. Patching Surface Raveling

Where, in the opinion of the engineer, surface raveling has caused sufficient loss of material to require patching, the contractor shall thoroughly clean the area to be patched by brooming, and/or compressed air nozzle. When the patched area is completely free of loose aggregate and other foreign matter the contractor shall lightly brush the area with emulsified asphalt type SS1 and apply Type F hot mix asphaltic concrete. The asphaltic concrete shall be raked using an asphalt rake and finished smooth a little higher than the existing surrounding surface and compacted using a steel wheel roller and/or a pneumatic roller. Rollers shall be sufficient size and weight to achieve

adequate compaction. Small areas may be compacted using vibrating plate compacters when approved by the Engineer.

b. Patching Deteriorated Surface

When, in the opinion of the engineer, the surface has deteriorated to a point where replacement is required the engineer shall mark the area to be removed and replaced. The contractor shall saw cut for the full depth of the asphaltic concrete and remove said pavement. The saw cut shall be rectangular in shape with the edges being parallel to and at 90` to the centerline of the street. The minimum width for any patch shall be one (l') foot. After the surface has been removed the base shall be carefully smoothed and all loose base material shall be removed. When needed the base shall be reprimed using a light shot of RC 250 or MC 30 asphalt. After the prime coat has penetrated the base material, the contractor shall apply tack coat to the sawed edges of the surface and place Type D asphaltic concrete to a sufficient depth above the existing surface to provide a compacted surface slightly higher than the adjacent surface. The patch shall be compacted to a density of 92% to 97% Rice density using steel wheel and or pneumatic rollers.

c. Patching Deteriorated Substructure

When the base and or subgrade have failed and are to be removed, the contractor shall remove the surface as specified for deteriorated surface patching. The weakened base shall be removed to a uniform depth to expose undamaged base or subgrade. The minimum depth of removal shall be six (6") inches. The base and subgrade thus removed shall be replaced with Portland cement stabilize base and compacted to 95% modified proctor density and finished at the level of the abutting base. The finished base shall be primed and the surface replaced as specified for patching deteriorated surface.

4. MILLING

Surface milling shall be accomplished using approved asphalt milling machines. The maximum depth of milling shall be one (l") inch.

Milling shall be as directed by the engineer to remove asphaltic concrete placed at valley gutters, gutters and at the ends of the first phase of phased construction for drainage and to remove the asphaltic concrete placed for a smooth connection between that phase and the existing paving. The Engineer may also direct milling to

remove ridges and ruts that have formed on the pavement surface.

The Contractor shall be responsible for controlling the milling operation so that only these areas which require milling are milled. No measurement or payment will be made for milling where only superficial surface marks are left and from which no material is removed. When milling is required to remove ridges and ruts the low areas between ridges and ruts will be considered as "milled surface" for payment.

If a smooth straight joint can not be made by milling the contractor may be required to saw cut a one (l") inch depth groove at the edge of the milled area and remove material between the saw cut and the milled area by hand. No separate payment will be made for this saw cut when required.

5. MEASUREMENT AND PAYMENT

a. Patching Surface Raveling

Measurement will be made of the actual square footage of surface area patched. Payment will be made at the price bid per square foot for patching surface raveling in the bid proposal.

b. Patching Deteriorated Surface

Measurement will be made of the square yards of street surface replaced.

Payment will be made for the actual number of square yards of street surface replaced at the price bid per square yard for patching deteriorated surface in the bid proposal.

c. Portland Cement Stabilized Base

Measurement will be made of the actual cubic yards of compacted cement stabilized base in place.

Payment will be made at the price per cubic yard bid for compacted in place Portland cement stabilized base in the bid proposal.

d. Saw Cutting

Measurement will be made of the actual length of full depth saw cut made as directed by the engineer. No measurement will be made of the sawing required to square up poor milling edges.

Payment will be made at the price per linear foot of full depth saw cutting for the actual number of feet of saw cut as measured above.

No payment will be made for saw cutting required to square up the edges left by improper, inadequate or poor quality milling.

e. Milling

Measurement will be made of the actual area milled. No measurement will be made of areas where milling leaves only superficial surface marks from which no material was removed.

Payment will be made for the actual number of square yards of surface milling as measured above at the unit price bid per square yard of surface milling in the bid proposal.

01/04

SEAL COAT

I. DESCRIPTION

This item shall consist of the application of liquid asphalt to the existing pavement surface followed by placement of cover aggregate and rolled to increase adhesion, together with other operations necessary to form a complete durable seal coat.

II. MATERIALS

A. Asphaltic Materials

The material shall be homogeneous, shall be free from water, shall not foam when heated to 347 degrees F and shall meet the following requirements:

		VISCOSITY GRADE	
TEST		AC-5 Min/Max	AC-10 Min/Max
Viscosity, 140 F stokes		500+100	1000+200
Viscosity, 275 stokes		1.4	1.9
Penetration, 77F, 100g, 5 sec.		135	85
Flash Point, C.O.C.F.		425	450
Solubility in trichlorethylene	%	99.0	99.0
Tests on residues from thin film oven test: Viscosity, 140 F stokes		1500	3000
Ductility, 77 F 5cms per min, cms		100	70
Spot Test		Negative for all grades	

B. Storage, Heating and Application Temperatures

Asphalt materials should be applied at the temperature which provides proper and uniform distribution and within practical limits avoiding higher temperatures than necessary. Satisfactory application usually should be obtained within the recommended ranges shown below. No material shall be heated above the following maximum temperatures:

Applications and Mixing

TYPE-GRADE	Recommended Range, F	Maximum Allowable, F	Heating and Storage Maximum, F
AC-5, 10	275-350	375	400

NOTE:Heating of asphalt materials (except emulsions) constitutes a fire hazard to various degrees. Proper precautions should be used in all cases and especially with RC cutbacks.

Warning to Contractors: Attention is called to the fact that asphaltic materials are very flammable. The utmost care shall be taken to prevent open flames from coming in contact with the asphaltic materials or the gases of same. The Contractor shall be responsible for damages from any fires or accidents which may result from heating the asphaltic materials.

C. Additives

1. Latex Additive: A minimum of two percent by weight latex additive (solids basis) shall be added to AC-5 asphalt when specified on the plans or in other specifications in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S 70/30
Minimum solids content 67%
Solids content per gal @ 67% ..... 5.3 lbs
Coagulum on 80-mesh screen ..... 0.1% max

Type Anti-oxidant ..... staining
Mooney Viscosity of Polymer
(M/L4 @ 212 F) ....100 min
pH of Latex ..... 9.4 - 10.5
Surface Tension ..... 28-42 dynes/cm^2
Brookfield Viscosity
of Latex ..... 1200 ps max @ 67% solids

The finished latex-asphalt shall meet the following requirements:

Viscosity at 140 F, stokes ..... 1500 max
Ductility at 39.2F, 1cm per min, cm..... 100 min

2. Anti-stripping Agent. An approved liquid anti-stripping agent shall be added to the asphalt used on this project when called for on the plans or elsewhere in the specifications or bid proposal. The rate of application shall be in accordance with the manufacturers recommendations. The minimum anti-stripping agent added shall be one/half (1/2) of 1%. The anti-stripping agent shall be Permatac or approved equal.

D. Regular Aggregate

Regular aggregate shall be Type B Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 302 of the Texas State Department of Highways and Public Transportation (T.S.D.H.P.T.) 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Limestone other than natural limestone rock asphalt will not be approved for use on this project.

2. Aggregate shall contain not more than 1% by weight of organic matter, clays, loam or pebbles coated therewith and shall contain not more than 5% by weight of any one of or combination of slate, shale, schist or soft particles of sandstone when tested in accordance with Test Method Tex-217-F.

3. Aggregate Gradation, expressed as a percentage of weight, shall be as follows:

Grade 4	Percent by Weight		
Retained on 5/8" sieve			0
Retained on 1/2" sieve	0	-	2
Retained on 3/8" sieve	5	-	35
Retained on No. 4 sieve	80	-	100
Retained on No. 10 sieve	98	-	100
Passing No. 200 sieve	0	-	0.5

Grade 5	Percent by Weight		
Retained on 1/2" sieve			0
Retained on 3/8" sieve	0	-	5
Retained on No. 4 sieve	40	-	85
Retained on No. 10 sieve	98	-	100
Retained on No. 20 sieve	99	-	100

When no aggregate grade is shown on the plans or called for elsewhere in the specifications or bid proposal, Grade 5 aggregate will be furnished.

4. The percent of wear, as determined by ASTM C-131, shall not exceed 25%.

5. The percent loss of the aggregate, as determined by ASTM C-88 using a magnesium sulfate solution and a four cycle test, shall not exceed 30%.

E. Precoated Aggregate

Precoated aggregate shall be Type PB Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 304 of the T.S.D.H.P.T. 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Those exceptions listed in Paragraph II 2(B) above.

2. The precoated aggregate shall be coated with 1.0 to 2.0 per cent by weight of asphaltic cement of Grade AC-20.

F. Joint Paper

Paper used for starting and stopping asphalt application, as well as making fabricated paper discs to protect manhole covers and valve covers, shall be a non-absorbent, high grade 60# Kraft paper, 30" in width.

The contractor shall cover all manhole and valve box lids with paper discs, furnished by Contractor, immediately before application of asphalt and remove same immediately after application of rock.

G. Delivery Tickets

A legible copy of the delivery tickets for all materials to be used on this project shall be furnished to the City's representative at the time materials are delivered to the project stock pile and storage site.

III. CONSTRUCTION METHODS

A. Equipment

In general, all equipment used on this project shall be in good working order and in sufficient quantity to insure proper expedition of the seal operation.

1. Asphalt Handling Equipment

The asphalt distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. The distributor shall be an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide all necessary facilities for determining the temperature of the asphaltic material in all of the heating equipment and in the distributor, for determining the rate at which asphalt is applied, and for securing uniformity at the junction of two distributor loads. All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphaltic material shall be kept clean and in good operating

condition at all times, and they shall be operated in such manner that there will be no contamination of the asphalt with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage heating unit at all times.

2. Drag Broom

A drag broom shall be required if the aggregate is not properly distributed. The drag broom shall be furnished at no additional cost to the City.

3. Pneumatic-tire Roller

Pneumatic-tire rollers shall be of the self-propelled type consisting of not less than 7 pneumatic-tired wheels, running on axles in such manner that the rear group of tires will not follow in the tracks of the forward group, and mounted on a rigid frame and provided with a loading platform or body suitable for ballast loading. The roller shall be not less that 10 tons in weight and carry not less than 50 pounds pressure in each tire.

4. Aggregate Spreader

Aggregate spreader shall be an approved self-propelled continuous feed aggregate spreader. The spreader shall be equipped with a disposable trash box for placing debris removed from spreader box scalping screen.

5. Miscellaneous Equipment

The Contractor shall have available for immediate use at no additional cost one rock blade and one drag broom if their use is required by the Engineer. These pieces of equipment shall not be pulled by rollers. In addition, the Contractor shall furnish one tail gate aggregate spreader and one dump truck, equipped to receive the tail gate spreader.

6. Truck Scale

A truck scale conforming to the requirements of item 520 of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" shall be furnished by the Contractor at aggregate stockpile sites.

B. Surface Preparation

The City of Midland will sweep all streets to be sealed ahead of the Contractor. This sweeping by the City of Midland is not intended to be a final cleaning preparation for the application of asphalt but is intended as an aid to the Contractor.

Prior to placing the seal coat, loose dirt and other objectionable material shall be removed from the existing surface by the Contractor. The surface will be cleaned with rotary brooms. Hand brooms will be used in areas not accessible to the rotary broom. The Engineer shall approve all streets before application of any asphalt.

C. Application of Bituminous Material

Paper shall be spread on the surface for a sufficient distance back form the end of each application so that flow through sprays may be started and stopped on the paper, and so that all sprays will operate properly over the entire length being treated.

No asphaltic material shall be applied when the total of air temperature plus pavement surface temperature is less than 120" F.

No equipment or vehicular traffic shall be allowed to cross over joint paper in place, except the distributor.

Immediately following the application of asphaltic material, the Contractor shall remove all joint paper and load same on a designated vehicle. At the end of each day, all paper shall be disposed of at the City Landfill.

Following all preparation outlined above, the Contractor shall immediately apply asphaltic materials at the specified rates and temperatures designated by the Engineer.

If the Contractor employs only one distributor in the seal operation, he shall be required to seal all designated filets and street stubs in the seal area before moving to another section of the City. If two distributors are used, one distributor will be employed only to seal filets and street stubs.

The use of a second distributor to seal filets and street stubs shall require the following additional equipment; one dump truck equipped with tailgate spreader, and one self-propelled pneumatic roller. All rolling shall be deferred until aggregate is dry.

D. Application of Aggregate

Aggregate shall be immediately and uniformly applied and spread by an approved self-propelled continuous-feed aggregate -8- spreader, unless otherwise authorized by the Engineer. Aggregate shall be applied at the approximately rate directed by the Engineer.

Vehicles used to transport aggregate from stockpiled area to spreading machine shall be weighed and a weight ticket issued for each load. Weight tickets shall show truck identification No., tare weight of truck, gross weight, and net weight of aggregate. The weight ticket shall be delivered to the city's representative at the aggregate spreader.

E. Rolling

A minimum of three (3) rollers shall be employed by the Contractor. Rolling shall be controlled by the Engineer during the entire project. The speed of all rollers will be held to a maximum of 5 miles per hour during the rolling process. When surface moisture is present on aggregate, "Rolling shall be deferred until aggregate is dry.

F. Stockpiling

All aggregate stockpiles shall be placed on a paved surface or areas acceptable to the Engineer.

When dust from the aggregate creates a nuisance or when aggregate fails to adhere to the asphalt the Engineer may require the Contractor to "water down" the aggregate stock pile.

When, directed by the Engineer, or desired by the Contractor, aggregate stockpiles will be "watered down". When the "watered down" aggregate does not adhere to the asphalt properly the Engineer may direct that water for this purpose contain 5% EA10S emulsified asphalt and/or an approved wetting agent. The Engineer may direct the contractor to increase the amount of emulsified asphalt added to the water if, in his opinion, desired results are not being achieved. No separate payment shall be made for emulsified asphalt, water or wetting agent but the cost shall be considered as an incidental cost for furnishing satisfactory aggregate.

G. Cleanup

Clean up shall be maintained on a timely manner as the work progresses. All debris scattered on the sidewalks and driveways shall be swept up by the Contractor. Sweeping debris onto freshly sealed streets shall not be allowed.

City forces will remove excess aggregate from the street and gutters after the project is completed.

H. Maintenance

The Contractor will be required to maintain all sealed streets until final acceptance of the project by the Engineer. Maintenance shall consist of adding additional coverstone when required, rolling, pony blading, or drag brooming.

IV. MEASUREMENT

Asphaltic material shall be measured in gallons at the applied temperature at the point of application.

Aggregate shall be measured by the ton in vehicles as delivered to the aggregate spreader and applied on the street. Trucks will not be allowed to leave the construction area with a partial load. If it becomes necessary for a truck to leave the area because of mechanical failure or other reasons, a second weigh ticket for that truck will be required.

Rolling shall be measured by the hours of actual rolling for each roller.

V. PAYMENT

Payment shall be made as provided under "Measurement" at the unit price bid for "aggregate", "asphalt", and "rolling" and shall be full compensation for furnishing and incorporating the materials "Aggregate" and "Asphalt" (and additives where applicable) into a composite product; for delivering, stockpiling; for brooming, compaction, and rolling; for cleaning the existing surface; for cleaning excess bituminous material; cleaning gutters; for cleaning sidewalks and driveways; for cleaning stockpile sites; for all required maintenance; for pony blading; for drag brooming; for adding additional cover aggregate; for all labor, equipment, supervision, tools, overhead, profit, and any other incidentals necessary to complete the work required under the conditions of these plans and specifications to the satisfaction of the Engineer.

08/07

ASPHALT - RUBBER SEAL COAT

(Stress Absorbing Membrane)

1. SCOPE

This specification covers the material, equipment, and construction procedures for a Stress Absorbing Membrane (seal coat).

2. PREQUALIFICATION OF A NEW ASPHALT-RUBBER MATERIAL

Pre-qualification of a new asphalt-rubber material or applicator may be requested at any time. Pre-qualification will be based on three controlled field applications evaluated after three years' performance under traffic. New asphalt-rubber material that has been evaluated and pre-qualified by an agency recognized nationally may be pre-qualified by that agency upon disclosure of suitable evidence of successful performance. Notwithstanding other agency pre-qualification, the City reserves the right to withhold pre-qualification pending the performance evaluation of local controlled field applications.

3. MATERIALS

3.1 Asphalt

The grade of asphalt cement for the asphalt-rubber mixture shall be AC - 5 or AC - 10 which shall comply with the requirements of Item 300 "Asphalt, oils and emulsions" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges. The grade selected shall be based on laboratory testing by the asphalt-rubber supplier, to insure compatibility with the granulated reclaimed rubber.

If indicated necessary by laboratory testing, an approved anti-stripping additive may be added to the asphalt cement up to 1.0 percent by weight of asphalt.

3.2 Granulated Reclaimed Rubber

The granulated reclaimed rubber used shall be produced primarily from the processing of automobile and truck tires. The rubber shall be produced by ambient temperature grinding processes only.

The gradation of the granulated reclaimed rubber when tested in accordance with ASTM C-136 and using a 50 gram +/- 1 gram sample, shall meet the

following requirements:

Sieve Sizes	Percent Passing
#8	100
#10	95 - 100
#16	40 - 60
#30	0 - 10
#50	0 - 5

The use of rubber from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements.

The individual granulated rubber particles, irrespective of diameter, shall not be greater in length than 3/16 inch (5mm).

The granulated rubber shall have a specific gravity of 1.15 +/- 0.05 and shall be free of loose fabric, wire and other contaminants except that up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement.

The granulated reclaimed rubber shall be accepted by certification from the rubber supplier.

3.3 **Diluent**

The diluent shall have the following properties:

Flash Point	130^{o} F Minimum
Initial Boiling Point (ASTM D-86)	340^{o} F Minimum
Dry Point (ASTM D-86)	390^{o} - 415^{o} F
Total Saturates	85% Minimum

3.4 **Asphalt - Rubber**

The asphalt-rubber supplier shall furnish to the engineer a minimum of 10 days before the beginning of membrane placement, the asphalt-rubber mix formulation which shall contain the following information:

Asphalt Cement
Source of Asphalt Cement

Grade of Asphalt Cement
Percentage of Asphalt Cement by total weight of the asphalt-rubber mixture.

Granulated Reclaimed Rubber
Source of Granulated Rubber
Grade of Granulated Rubber
Percentage of Granulated Rubber by total weight of the asphalt-rubber mixture.

If granulated rubber from more than one source is utilized the above information will be required for each granulated rubber used.

Diluent
Source of Diluent
Grade of Diluent
Percentage of Diluent allowable by volume of the asphalt-rubber mixture.

3.5 **Cover Aggregate**

Aggregate shall be composed of a clean and durable crushed rock, crushed gravel or crushed slag conforming to Item 304 "Aggregate for Surface Treatments (pre-coated)" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges, grade No. 3 or No. 4.

Proposed aggregate samples shall be submitted to the asphalt-rubber supplier a minimum of 21 days prior to application, to test for aggregate stripping characteristics. The results shall be submitted to the engineer. Anti-strip will be included as a contingency bid item.

4. **EQUIPMENT**

4.1 **General**

The equipment used by the contractor shall include a self propelled rotary power broom or mobile pickup broom for pavement cleaning and excess cover material removal.

4.2 **Asphalt-Rubber Equipment**

All equipment utilized in the production and application of the asphalt-rubber shall be so designed and accessible that the Engineer can readily determine

the percentage by weight for each material being incorporated into the mixture and shall be as described as follows:

4.2.1 An asphalt heating tank with a hot oil heat transfer system or retort heating system capable of heating asphalt cement to the necessary temperature for blending with the granulated rubber. This unit shall be capable of heating a minimum of 3,000 gallons of asphalt cement.

4.2.2 An asphalt-rubber mechanical blender with a two stage continuous mixing process capable of producing a homogenous mixture of asphalt cement and granulated rubber, at the mix design specified ratios, as directed by the engineer. This unit shall be equipped with a granulated rubber feed system capable of supplying the asphalt cement feed system, as not to interrupt the continuity of the blending process. A separate asphalt cement feed pump and finished product pump are required. This unit shall have both an asphalt cement totaling meter in gallons and a flow rate meter in gallons per minute.

4.2.3 A truck mounted self powered distributor truck equipped with a retort heating unit, and an internal mixing device capable of maintaining a uniform mixture of asphalt cement and granulated rubber. It shall be equipped with a full circulating spreader bar and a pumping system capable of applying asphalt-rubber material within +/- .05 gallons per square yard tolerance of the specified application rate and must give a uniform covering of the surface to be treated. The distributor shall have a boot board on the rear of the vehicle and a bootman shall accompany the distributor. The bootman shall ride in a position so that all spray bar tips are in full view and readily accessible for unplugging if a plugged tip should occur. The distributor shall also include a tachometer, pressure gauge, volume measuring device and a thermometer.

4.3 Cover Material Spreader

The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the aggregate to the front, and a spreading hopper equipped with a full-width distribution auger and spread roll. The spreader shall be in good mechanical condition and be capable of applying the cover material uniformly across the spread at the specified rate.

4.4 Rolling Equipment

A minimum of three operational self-propelled pneumatic-tired rollers shall be used for the required rolling of the cover material. The pneumatic tired rollers shall carry a minimum loading of 3,000 pounds on each wheel and a

minimum air pressure of 100 pounds per square inch in each tire.

4.5 **Hauling Equipment**

Trucks for hauling cover material shall be tailgate discharge and shall be equipped with a device to lock onto the hitch at the rear of the cover material spreader. Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed which results in aggregate spillage while dumping into the receiving hopper.

5. **CONSTRUCTION**

5.1 **General**

Streets to receive the asphalt-rubber stress absorbing membrane or seal coat shall be prepared in accord with Section 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat" of these specifications.

Immediately prior to the application of the asphalt-rubber membrane, the surface shall be thoroughly cleaned in order to insure adequate adhesion of the asphalt-rubber to the pavement.

Due to the handling characteristics of asphalt-rubber, when radii and other irregular areas are to be sealed it is recommended that this be done with an RS or CRS chip seal emulsion or paving grade asphalt cement.

5.2 **Asphalt-Rubber Mixing and Reaction**

The percentage of granulated rubber shall be 23 percent plus or minus 3 percent by weight of total asphalt-rubber mixture, the exact granulated rubber content shall be as determined by the mix design submitted by the asphalt-rubber supplier. During membrane placement the granulated rubber percentage shall not fluctuate more than 1 percent by weight of total asphalt-rubber mixture.

The temperature of the asphalt cement shall be between 350^{o} and 400^{o} F at the addition of the granulated rubber. The asphalt and rubber shall be combined and mixed together in the asphalt-rubber blending unit and reacted in the distributor for a period of time as required by the engineer which shall be based on laboratory testing by the asphalt-rubber supplier. The temperature of the asphalt-rubber mixture shall be above 350^{o} F during the reaction period.

After the reaction between asphalt cement and granulated rubber has occurred, the viscosity of the hot asphalt-rubber-mixture may be adjusted for spraying and/or better "wetting" of the cover material by the addition of a diluent. The diluent shall comply with the requirements of Section 3.3 and shall not exceed 7.5 percent by volume of the hot asphalt-rubber mixture.

When a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application but not to a temperature exceeding 350^{o} F. An additional quantity of diluent not exceeding 3 percent by volume of the hot asphalt-rubber mixture may be added after reheating.

5.3 Application of Asphalt-Rubber Material

Placement of the asphalt-rubber membrane shall be made only under the following conditions.

1. The pavement surface temperature shall be 45^{o} F and rising.

2. The pavement surface is clean and absolutely dry.

3. The wind conditions are not excessive.

4. All construction equipment such as asphalt-rubber distributor, cover material spreader, haul trucks with cover material, and rollers are in position and ready to commence membrane placement operations.

5. Rain is not imminent.

The asphalt-rubber mixture shall be applied at a temperature of 300^{o} to 350^{o} F at a rate of between .55 and .65 gallons per square yard. Transverse joints shall be constructed by placing building paper across and over the end of the previous asphalt-rubber application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately and disposed of as directed by the engineer. All longitudinal joints shall not exceed a four inch overlap.

5.4 Application of Cover Material

Cover material shall be applied immediately to the asphalt-rubber after spreading at a rate of 25 to 35 pounds per square yard.
At the time of application to the asphalt-rubber, cover material shall be

surface dry so as to gain proper adhesion to the asphalt-rubber material.

5.5 Rolling

At least three operational pneumatic-tired rollers complying with the requirements of Section 4.4 shall be provided to accomplish the required embedment of the cover material. At some project locations or where production rates dictate, fewer rollers may be utilized as directed by the engineer. At no time shall there be less than two operational pneumatic tired rollers on a project.

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the cover material spreader, and if the spreading is stopped for an extended period, the cover material spreader shall be moved ahead or off the site so that all cover material may be immediately rolled. Four complete passes with rollers shall be made with all rolling completed within one hour after the application of the cover material.

5.6 Traffic Control

Except when it is necessary that hauling equipment must travel on the newly applied membrane, traffic of all types must be kept off the membrane until it has had time to set properly. The speed of all hauling equipment shall not exceed 15 miles per hour when traveling over a membrane which is not adequately set. The minimum traffic free period shall not be less than one hour.

5.7 Removing Loose Cover Material

Sweeping can begin a minimum of one hour after membrane placement.

5.8 Method of Measurement and Basis of Payment

5.8.1 Asphalt-Rubber

a) Measurement will be made of the actual number of gallons of Asphalt-Rubber including asphalt placed in accord with these specifications.

b) Payment will be made at the price bid per gallon of Asphalt-Rubber in the bid proposal and will be full compensation for furnishing all asphalt, rubber, extender and for all labor,

equipment and incidentals for placing the asphalt-rubber on the Street surface.

5.8.2 **Cover Aggregate**

a) Measurement will be made of the actual number of tons of pre-coated aggregate placed in accord with these specifications.

b) Payment will be made at the price bid per ton of pre-coated aggregate in the bid proposal and shall be full compensation for furnishing all pre-coated aggregate and for all labor and equipment including rollers and rolling for the complete surface in place.

5.8.3 **Rolling**

a) No measurement will be made of rolling but rolling shall be considered as incidental to placing of the cover aggregate.

b) No separate payment will be made for rolling. The cost of rolling shall be included in the price per ton of cover aggregate in the bid proposal.

5.8.4 **Anti strip agent**

a) Anti stripping agent, when used, shall be measured by the gallon.

b) Payment for anti stripping agent shall be made at the price per gallon of anti stripping agent bid in the bid proposal.

08/07

POLYMER MODIFIED SLURRY SEAL (MICRO-SURFACE)

I. SCOPE

This specification covers the design, application, testing, quality control and measurement and payment for a complete in place "polymer modified micro surface" constructed on existing paved surfaces cleaned and prepared in accordance with the item 2-C-1 "PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL".

2. DESCRIPTION

This specification covers all materials, equipment, construction and application procedures for rut filling and/or surfacing of existing paved surfaces. The micro-surfacing shall be a mixture of cationic polymer modified asphalt emulsion, mineral aggregate, mineral filler, water and other additives, properly proportioned, mixed and spread on the paved surface in accordance with this guideline and as directed by the Engineer.

3. MATERIALS

3.1 Emulsified Asphalt

(1.) The emulsified asphalt shall be a cationic emulsified type, designated as CSS-1P and shall comply with the following requirements.

	Min.	Max.
Viscosity, Saybolt Furol, 25 C (77 F), Sec.	**20**	**100**
Storage Stability test, one day, percent	**-**	**1**
Particle charge test		**Positive**
Sieve test, percent	**-**	**0.1**
Distillation:		**-** **-**
Oil distillate, by volume of emulsion, %	**-**	**0.5**
Residue, %		**62** **-**
Test on Residue from Distillation:		
Penetration, 77 F, 100 g, 5 seconds	**55**	**90**
Ductility, 77 F, 5 cm/min, cm	**70**	**-**
Solubility in trichloroethylene , %	**97**	**-**
Softening Point, R. & B., F	**135**	**-**
Viscosity, absolute 60 C (140 F), Poise		**8000** **-**

This standard distillation procedure shall be modified as follows: The temperature on the lower thermometer shall be brought slowly to 350 degrees plus or minus 10 degrees F and maintained at this point for 20 minutes. Complete the total distillation in 60 plus or minus 5 minutes from the first application of heat.

(2). The emulsion shall be modified with an approved Polymer. The distillation residue of the modified emulsion shall contain a minimum of three percent (3%) polymer solids by weight. The modified emulsion shall pass all applicable storage and settlement tests. The polymer material shall be milled into the emulsion or blended into the asphalt cement prior to the emulsification process. The cement-mixing test shall be waived for this emulsion.

(3). The polymer modified emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at not more than 50% and the ambient temperature at least 75^{o} F, the paving mixture will sufficiently cure so that uniformly moving traffic can be allowed in approximately one hour. Locations such as driveways, Intersections and where sharp turning may take place or where vehicles may accelerate sharply, additional curing time may be required.

(4). The contractor shall notify the Engineer of the source of his asphaltic material prior to the design or production of the surfacing mixture and this source shall not be changed during the course of the project, except on written permission by the Engineer.

3.2 Mineral Aggregate

(1) Description. One Hundred percent (100%) of the mineral aggregate shall be crushed and shall be composed of clean, tough and durable particles of traprock, granite, sandstone or other approved aggregates. A sand equivalent of 65 or higher is required. The aggregate shall have a weight loss of not more than 12% when sodium sulfate is used or 18% when magnesium sulfate is used in accordance with Test Method Tex-411-A, using 5 cycles. The aggregate shall be one that has proven resistant to polishing in roadway surfacing.

(2.) Grades. When tested by Test Method Tex-200-F, Part I, the gradation requirements shall be as follows:

Grade 1 (Fine Graded Surface Course)	Percent Aggregate By Weight
Passing 3/8" sieve	100
Passing No. 4 sieve	98-100
Passing No. 8 sieve	75 -90
Passing No. 16 sieve	50- 75
Passing No. 30 sieve	30- 50
Passing No. 50 sieve	18- 35
Passing No. 200 sieve	5 -15

Grade 2 (Coarse Graded Surface Course)	Percent Aggregate By Weight
Passing 1/2" sieve	100
Passing 3/8" sieve	99-100
Passing No.4 sieve	86- 94
Passing No. 8 sieve	45- 65
Passing No. 16 sieve	25- 46
Passing No. 30 sieve	15 - 35
Passing No. 50 sieve	10 - 25
Passing No. 200 sieve	5- 15

(3.) Mineral Filler. Mineral filler shall be non-air entrained Portland cement that is free of lumps or foreign matter.

3.3 Water

The water shall be portable and shall be free of harmful soluble salts.

3.4 Other Additives

Additives supplied by the emulsion manufacturer may be added to the emulsion mix or to any of the component materials to provide control of the set time in the field.

4. LABORATORY EVALUATION

4.l General

Before work commences, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design shall be performed by the contractors or suppliers laboratory or by a qualified laboratory chosen by the owner. Once the materials are approved, no substitution will be permitted, unless first tested and approved by the laboratory preparing the mix design. The cost of mix design shall be born by the contractor.

4.2 Designing Job Mix

The qualified laboratory shall develop the job mix design and present certified test results for the contractor approval. Compatibility of the aggregate and modified CSS-1P shall be verified by the mix design. The mix design must be made using samples taken from the actual materials proposed for use in the project and in accordance with the procedures and requirements of Article 5.1 below.

5. PAVING MIXTURE

5.1 Mixture Design.

The mix shall be designed in accordance with Texas State Highway Department Bulletin C-14 and Test Method Tex-204-F, using Test Method Tex-227-F to supplement Test Method Tex-201-F and Tex-202-F to conform to the requirements herein. The above laboratory mixing and curing procedures may be modified as approved by the Engineer. The emulsified asphalt content will be selected by the Engineer to provide an optimum laboratory compacted density within the range of 94 to 97%. A minimum Hveem stability of 35 is required for placements exceeding a depth of twice the maximum aggregate size.

This is a mix design requirement, to be verified by testing of trial batch material prior to placement of project material. Hveem Stability testing will be performed by the selected laboratory. The Engineer will determine the frequency of job control density and stability testing. The Contractor shall furnish the mix design for the type of mixture specified together with applicable design worksheets and data. The Bulk Specified Gravity will be determined for each aggregate to be used in the design mixture. If the determined values vary by 0.300 or more, the mixture design will be by the Volumetric Method, Test Method Tex-204-F, Part II. To substantiate the design, trial mixtures will be produced and tested using all of the proposed project materials and equipment prior to any placement. The Engineer may waive trial mixtures if the same design has been proven to be in conformance with these requirements.

5.2 Composition of Mixture.

The Engineer shall approve the design mix and all micro-surfacing materials and methods prior to use and shall designate the proportions to be used within the following limits.

Residual Asphalt	**6 to 9 percent by weight of dry aggregate or 13.5 to 23 percent by volume of the aggregate**
Mineral Filler	**0.5% to 3.0% by dry weight of aggregate**
Modifier	**As required to provide the specified properties**
Water	**As required to provide proper consistency**

5.3 Type

The paving mixture shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. The mix may also contain mineral filler and/or additives when required.

The mixture shall be designed so that the mineral aggregate will produce a gradation, which conforms to the limitations for the master grading for the type specified herein. The gradation will be determined in accordance with Test Method Tex-200-F (Dry Sieve Analysis) and shall be based upon aggregate only. The amount of asphaltic material shall conform to the limitation for the type specified.

The aggregate grade shall be as shown on the plans. If no grade is shown on the plan grade 2 aggregate shall be used.

5.4 Tolerances

The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances that follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be Test Method Tex-210-F or other methods of proven accuracy.

	Percent by Weight or Volume as Applicable
Passing 3/8" sieve, retained on No. 4 sieve	**Plus or minus 5**

Passing No. 4 sieve, retained on No. 8 sieve	**Plus or minus 5**
Total retained on No. 8 sieve	**Plus or minus 5**
Passing No. 8 sieve, retained on No. 16 sieve	**Plus or minus 3**
Passing No. 16 sieve, retained on No. 30 sieve	**Plus or minus 3**
Passing No. 30 sieve, retained on No. 50 sieve	**Plus or minus 3**
Passing No. 50 sieve, retained on No. 200 sieve	**Plus or minus 3**
Passing No. 200 sieve	**Plus or minus 2**

Asphaltic Material Plus or minus 0.5 by wt. or l.2 by vol.

6. EQUIPMENT

6.1 General.

All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and subject to the approval of the Engineer. Any equipment found to be defective and potentially affecting the quality of the paving mixture will be replaced or, at the option of the Contractor, satisfactorily repaired. It will be the contractor responsibility to prove to the Engineer that the repaired equipment is properly functional.

6.2 Mixing and Proportioning Equipment.

(1.) The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, field control additive and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, field control additive and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices, which provide for the loading of all materials while continuing to lay micro surfacing.

The machine shall be equipped with opposite side driving stations to optimize longitudinal alignment. The machine shall be equipped to allow the mix operator to have full hydrostatic control of the forward and reverse speed during application of the micro-surfacing material.

The self-loading devices, opposite side driving stations and forward and reverse speed controls shall be original equipment manufacturer design.

(2). Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked.

(3) The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

(4) The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

(5.) The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box.

(6.) The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

6.3 Spreading Equipment.

The paving mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles, screws or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as a final strike off and shall be adjustable and shall break in the middle so that the screed can be adjusted to fit the crown of the street including inverted crowns. The rear seal carrier shall be capable of being fitted with a rubber seal or a steel strike off bar.

The spreading equipment shall be readily adjustable in width so that laying widths can be changed without undue delay before starting each pass if necessary.

The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The seam where two spreads join, shall be neat appearing and uniform.

7. STOCKPILING AND STORAGE.

7.1 Aggregate Storage.

If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plant shall be uniform. Suitable equipment of acceptable size shall be furnished by the Contractor to work the stockpiles and prevent segregation of the aggregates. The mineral aggregate shall be screened and weighed at the contractor stockpile prior to job site delivery. The Engineer shall approve screens and scales.

7.2 Storage and Heating of Asphaltic Materials.

The asphaltic material storage shall be ample to meet the requirements of the plant. Asphalt shall not be heated to a temperature in excess of that specified
in the Item "Asphalt's, Oils and Emulsions" Texas Highway Department 1982 Standard Specifications. All equipment used in the storage and handling of asphaltic material shall be kept in a clean condition at all times and shall be operated in such manner that there will be no contamination with foreign matter.

8. CONSTRUCTION METHODS

8.1 General

It shall be the responsibility of the Contractor to produce, transport, and place the specified paving mixture in accordance with these specifications and as approved by the Engineer.

8.2 Street Preparation

Prior to starting the micro-surfacing operation, streets designated to be surfaced shall be prepared in accordance with item 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal".

8.3 Weather Limitations.

The material shall be spread only when the atmospheric temperature is at least fifty (50 degrees) F and rising and the weather is not foggy or rainy. No material will be placed when the surface on which it is to be placed is below 50^{o} F.

8.4 Final Surface Preparation

Immediately before placing the micro-surface, the area to be sealed shall be thoroughly cleaned of all vegetation, loose aggregate and soil, and moistened. Water for prewetting the surface shall be applied immediately ahead of the spreader box by use of a pressure spray bar equipped with nozzles that produce a fine mist. The rate of application of water shall be sufficient to dampen the entire surface without any free flowing water ahead of the spreader box. The rate of the mist spray shall be adjusted from time to time during the placing operation to accommodate changes in temperature, surface texture, humidity and dryness of the pavement surface.

8.5 Placing the Mix

(1). The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The finished surface shall be neat in appearance without drag marks, excessive buildup or other detracting irregularities.

(2). The speed of operation of the surfacing equipment shall be controlled by the mixer operator at forward speeds between 85 and 225 feet per minute depending on conditions and appearance of the newly placed surface.

If transverse rippling occurs the speed of the equipment shall be reduced until the ripples disappear.

(3). The Engineer shall designate either rubber seal/screed or the steel strike off screed according to the Project requirements.

(4). The depth of mixture in the spreader box shall be carefully controlled to prevent transverse ridging and premature setup of material in the corners of the box and ahead of the screed. In general the depth of mixture in the box should be approximately to the mid point of the auger-agitator.

(5). Auxiliary equipment shall be kept in good working order and free of leaks. Any truck or transport used to bring materials on to the street being surfaced that develops leaks either of the material being transported or fuel and/or oil leaks will be removed from the job site and not allowed to return until it has been thoroughly repaired.

Scales and screens used at the contractors stockpile and storage site shall be kept in good working order.

(6). Spills of surfacing materials or fuel, oil or other detrimental substances on the street ahead of the surfacing operation shall be thoroughly removed before the surface is placed. This may required the operation to be shut down until the street has been cleaned.

(7). No excessive streaks shall be left in the finished surface. When such excessive streaking occurs, the operation shall be immediately stopped and corrective action is taken before resuming the operation.

8.6 Joints

(1). Longitudinal joints shall be placed on lane lines. On residential streets an eight-foot parking lane will be assumed with the centerline being the other lane line.

(2). All longitudinal and transverse joints shall be straight and neat in appearance without excessive build up or bare spots. Any irregularity shall be corrected immediately before the material has started to set up.

(3). The overlap at longitudinal joints shall not exceed 4 inches. When the overlapped pass is only partially set care shall be exercised to avoid skid marks. Any skid marks that occur shall be immediately corrected by removing any partially set material that has been displaced and placing fresh mix in the mark and shaping by use of Lutes, squeegees, hand drags, etc.

Overlapping of longitudinal joints shall not leave a visible build up. Any buildup shall be immediately removed by use of lutes, squeegees, hand drags, shovels or other approved means.

8.7 Mix Stability

The modified mixture shall posses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading; it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

8.8 Hand Work

Areas that cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand-worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

8.9 Lines

Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

8.10 Work Force

The contractor shall maintain a work force of adequate size to accomplish the work as specified herein, including the loading and transporting of materials to the job site, the placing of the micro surface, the monitoring of joints and surface and the correction of any deficiencies that occur.

If, at any time, the Engineer or his representative determines that the work force is not adequate to perform all the tasks required for the proper completion of the micro surfacing, work on the project will be halted until adequate personnel are provided and/or modifications in procedure are implemented that will assure proper placement of the surfacing material.

8.11 Scratch or Level up course

A scratch or level up course will be required on certain streets as shown on the plans and/or as directed by the Engineer. This course shall be the same material as the polymer modified surface course and will be placed in the same manner except the spreader shall be equipped with a steel strike off screed. This screed shall be set to run as close to the pavement surface as practical.

The appearance of this course is not as critical as the final surface so long as any marks or blemishes that occur are not of such magnitude that they will affect the appearance of the final course.

8.12 Correction of Deficiencies and Blemishes

After the laydown work is completed and before final acceptance by the

Engineer, spot application of micro- surfacing material may be required to correct any deficiencies such as streaks, scuff marks, tire tracks, gaps, etc. to improve the ride quality and overall appearance. The spot application shall be performed with a full width spreader box when required.

9. QUALITY CONTROL

9.1 Materials

The contractor will permit the Engineer and/or the Independent laboratory to take samples of the aggregate and asphalt emulsion used in the project at the Engineers discretion. Gradation and sand equivalent tests may be run on the aggregate and residual asphalt content tests on the emulsion. Test results will be compared to specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet the specifications.

9.2 Polymer Modified Micro-Surfacing

Samples of the material may be taken directly from the mixing unit(s). Consistency and residual asphalt content tests may be made on the samples and compared to the specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet specifications.
The Engineer may use the recorders and measuring facilities of the unit to determine application rates, asphalt emulsion content, mineral filler and additive.

9.3 Non-Compliance

If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the
machine is working properly.

10. CLEAN UP

10.1 Protecting and Cleaning Manholes and Valves

Prior to beginning the sealing operation the contractor shall locate all manhole covers and valve boxes in the area to be sealed. Placing one or

more layers of heavy craft paper or other suitable material over them shall protect manhole covers and valve boxes. The protective covering shall be secured in place so that it does not move or tear during the sealing operation. The contractor shall remove the protective covering and any seal material placed over manhole covers and valve boxes as soon as the seal has set sufficiently to prevent damage to the adjoining seal in the process. The edges around manhole covers and valve boxes shall be neat and smooth and shall conform to the shape and size of the manhole cover or valve box.

10.2 Streets

Clean up along streets shall be accomplished as the work progresses and any excess material that is raked onto or otherwise placed on adjoining concrete curb and gutter, valley gutters or fillet areas or on adjacent asphalt or concrete paving shall be removed before it breaks or sets up.

Before a section of street is opened to traffic all clean up work shall be completed on that section.

11. MEASUREMENT AND PAYMENT

11.1 General

Payment will be made for these items listed in the bid proposal only. All work, materials, labor and appurtenance required to complete the project as shown on the plans or called for in the specifications but not listed in the bid proposal shall be considered as incidental and no separate payment will be made. The cost of these incidentals must be included in the price bid for the various items listed in the bid proposal.

11.2 Measurements

(1). Measurement will be made of the actual number of tons of each type or grade of the Composite Polymer Modified Slurry Seal (Micro-Surface) complete in place. For this specification a ton is considered 2000 lbs. and the composite slurry seal mixture is defined as the asphalt,
aggregate and additives.

All materials shall be weighed on certified public scales or the contractor shall place a set of standard truck scales at a site approved by the Engineer. Scales shall conform to the requirements of the item "Weighing and measuring equipment" Texas Highway Department 1982 Standard Specifications.

(2). Aggregate - The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of each individual load of
aggregate shipped to the project from the approved job site scale.

The weight of mineral additive used shall be calculated and included in the total aggregate weight.

(3). Polymer Modified Asphalt Emulsion. The quantity of polymer modified asphalt emulsion in the accepted portion of the work shall be measured by tons of material based on the accepted load tickets issued from the manufacturer. At the completion of the project any unused emulsion shall be weighed back and that quantity deducted from the accepted asphalt emulsion quantity delivered.

11.3 Payment

Payment will be made for the number of tons of micro surface measured at the applicable unit price bid per ton of micro surface in the bid proposal. This payment shall be full and complete compensation for the complete in place micro surface.

08/07

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	Publication Date
0	01/01/2021

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36	
Structures	$ 13.52	
LABORER		
Asphalt Raker	$ 12.28	
Flagger	$ 9.30	
Laborer, Common	$ 10.30	
Laborer, Utility	$ 11.80	
Work Zone Barricade Servicer	$ 10.30	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87	
Asphalt Paving Machine	$ 13.40	
Broom and Sweeper	$ 11.21	
Crane, Lattice Boom 80 Tons or Less	$ 16.82	
Crawler Tractor Operator	$ 13.96	
Excavator, 50,000 lbs or less	$ 13.46	
Front End Loader Operator, Over 3 CY	$ 12.77	
Front End Loader, 3CY or less	$ 12.28	
Loader/Backhoe	$ 14.18	
Mechanic	$ 20.14	
Milling Machine	$ 15.54	
Motor Grader, Rough	$ 16.15	
Motor Grader, Fine	$ 17.49	
Pavement Marking Machine	$ 16.42	
Reclaimer/Pulverizer	$ 12.85	
Roller, Asphalt	$ 10.95	
Roller, Other	$ 10.36	
Scraper	$ 10.61	
Spreader Box	$ 12.60	
Servicer	$ 13.98	
Steel Worker (Reinforcing)	$ 13.50	

TRUCK DRIVER
     Lowboy-Float.....$ 14.46
     Single Axle.....$ 12.74
     Single or Tandem Axle Dump..$ 11.33
     Tandem Axle Tractor with
     Semi.....$ 12.49

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION
"

SPECIAL FEDERAL REQUIREMENTS

1. FEDERALLY ASSISTED CONTRACT

The Contractor agrees to acknowledge that financial assistance from the U.S. Department of Housing and Urban Development is to be utilized on this contract and the contract is subject to all applicable laws, ordinances and codes of the United States, State of Texas and local governments.

2. COMPLIANCE WITH EXECUTIVE ORDER 11246, ENTITLED "EQUAL EMPLOYMENT OPPORTUNITY", AND SUPPLEMENTAL DEPARTMENT OF LABOR REGULATIONS

The Contractor shall comply with the equal opportunity requirements of Executive Order 11246, as amended:

a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the City setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Contractor shall not exclude any person in the United States, on the basis of age from the benefits of this contract. This contract shall be conducted and administered in compliance with the Age Discrimination Act of 1975, as amended, and any implementing regulations.

d. In the event this contract exceeds $10,000, the Bidder shall comply with EXHIBIT E1 and shall submit a completed HUD Form 4238 with his bid.

3. CIVIL RIGHTS AND EQUAL OPPORTUNITY

The Contractor will comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the applicant received federal financial assistance.

The Contractor will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development funds.

4. COMPLIANCE WITH SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

In the event this contract exceeds $100,000, the Contractor agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the HUD regulation issued pursuant thereto at 24 CFR PART 135, and any applicable rules and orders of HUD issued thereunder. Prior to issuance of notice to proceed, the Contractor must submit documents, including a “Preliminary Statement - Work Force Needs" form, that demonstrate compliance with Section 3.

5. MINORITY OWNED BUSINESS PARTICIPATION

The Contractor shall make positive efforts to utilize small business, minority-owned business and women-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to complete for subcontracts. The Bidder must submit a completed "Schedule of MBE/WBE Participation" with his Bid.

6. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT, THE DAVIS-BACON ACT, THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT AND SUPPLEMENTAL DEPARTMENT OF LABOR REGULATIONS

In the event this contract exceeds $10,000, the Contractor agrees will comply with Section 110 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.603), which provides that certain labor standards be adhered, with specific emphasis on the Copeland "Anti-Kickback" Act, and the Contract Work Hours and Safety Standards Act. The Federal Labor Standards Provisions contained in Exhibit

E3 are applicable. The Project Wage Decision attached to Exhibit E3 will apply to this contract. Modifications to the Wage Decision may occur. A pre-construction conference will be conducted. This will occur after an award is made. The Bidder must submit Form HUD-1421 with his Bid.

The Bidder is specially advised that any person, firm, or other party to whom the bidder proposes to award a subcontract under this contract:

a. Must be acceptable to the City after verification by HUD of the current eligibility status, and

b. Must submit Form HUD-1422 for each proposed subcontractor. Approval of the proposed subcontract award cannot be given by the City unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the Bidder is not required to attach such completed Form HUD-1422 on proposed contractors to his bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

7. COMPLIANCE WITH CERTIFICATION PROHIBITING USE OF FEDERAL FUNDS FOR LOBBYING.

The Contractor certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

8. OTHER SPECIAL REQUIREMENTS FOR CONSTRUCTION CONTRACTS EXCEEDING $100,000

In the event the contract exceeds $100,000, the requirements and conditions of Exhibit D shall apply to this contract and related subcontracts.

9. CONTRACTORS INSURANCE OF COMPLIANCE BY SUBCONTRACTORS

a. The Contractor will insure that subcontractors for work or construction activity under this Contract shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

b. The Contractor will insure that subcontractors for work or construction activity under this Contract shall comply with Section 110 of the Housing and Community Development Act of 1974 and the regulations issued thereto (24 CFR 570.603), which provide that certain labor standards be adhered.

10. AWARDS OF CONTRACTS AND SUBCONTRACTS TO DEBARRED OR DISQUALIFIED CONTRACTOR PROHIBITED

The Contractor shall be subject to Contractor Clearance by the U.S. Department of Housing and Urban Development. The Bidder must submit a completed Request for Contractor Clearance form with his Bid. The Contractor will insure that funds will not be used to directly or indirectly employ, award contracts to or otherwise engage the services of or fund any subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24. A completed Request for Subcontractor Clearance form on each subcontractor must be submitted so that compliance with this paragraph and paragraph 6 above can be insured.

11. COPYRIGHT PROVISIONS

The Contractor shall comply with the copyright provisions of 24 CFR 85.34.

12. DRUG FREE WORK PLACE

The Contractor shall comply with and shall ensure that its subcontractors comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C. § 701, et seq.

13. CONFLICT OF INTEREST PROVISIONS

The Contractor shall comply with the conflict of interest provisions of 24 CFR 570.611. The general rule is that no persons who exercise or have exercised any functions or

responsibilities with respect to CDBG activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. The Contractor may inquire about former City employees or other persons who are subject to this provision.

14. CONTRACTOR TO MAKE INFORMATION AND DATA AVAILABLE

The Contractor shall make available to the City, as determined by the City, information and/or data which document compliance, in all phases of its work, with the Federal Requirements. The Contractor shall fully cooperate with City when City monitors the services and work performed under this Contract. The Contractor shall maintain accounts and records adequate to identify and account for all cost pertaining to the agreement. These records will be made available to the City for federal audit purposes, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

EXHIBIT E1

EQUAL EMPLOYMENT CLAUSE
EXECUTIVE ORDER 11246, AS AMENDED

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to this books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

EXHIBIT E1

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 112319-25 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name:
Address:

1. Bidder Has participated in a previous contract or subcontract subject to the Equal Opportunity Clause
   Yes ☐ No ☐

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ☐ No ☐

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ☐ No ☐ None Required ☐

4. If answer to item 3 is "no", please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE DATE

SUBMIT WITH BID HUD-4238

Previous Editions Obsolete

SECTION 3 CLAUSE

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a section 3 covered project, the following clause (referred to as a section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by U.S. Department of Housing and Urban Development (HUD) assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very-low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other under standing, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preferences, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD

assisted contracts.

CITY OF MIDLAND, TEXAS
SECTION 3 BUSINESS CONCERN CERTIFICATION

Name of Business: _____

Address of Business: _____

Type of Business: ☐ Corporation ☐ Partnership
☐ Sole Proprietorship ☐ Joint Venture

Depending on type of business entity, submit applicable documents:

- ☐ Copy of Articles of Incorporation
- ☐ Assumed Business Name Certificate
- ☐ List of owners/stockholders and % ownership of each
- ☐ Certificate of Good Standing
- ☐ Partnership Agreement
- ☐ Corporation Annual Report
- ☐ Latest Board minutes appointing officers
- ☐ Organization chart with names and titles and brief function statement

Attached appropriate documentation based on type of Section 3 status:

___ **For business claiming status as a Section 3 resident-owned enterprise:**

- ☐ Copy of resident lease
- ☐ Copy of evidence of participation in a public assistance program
- ☐ Copy of receipt of public assistance
- ☐ Other evidence

___ **For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:**

- ☐ List of subcontracted Section 3 business(es) and subcontract amount

___ **For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- ☐ List of all current full-time employees
- ☐ PHA/IHA Residential lease less than 3 years from day of employment
- ☐ List of employees claiming Section 3 status
- ☐ Other evidence of Section 3 status less than 3 years from date of employment

___ **Business is not a Section 3 business concern at this time.**

_____ _____
Authorizing Name and Signature Date

(Corporate Seal)

Attested by:_____

EXHIBIT E3
Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development

Applicability
The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Officeof Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate) HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination, HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met.

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of work (or under the United States Housing Act of 1937, or under the Housing Act of

1949, in the construction or develop-ment of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including ratesof contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payments to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 32 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required recordsupon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its programs is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the usage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the

Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractorwill no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contracts termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of. . .influencing in any way the action of such Administration. . .makes, utters or publishes any statement, knowing the same to be false. . .shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT E3

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO: *(Appropriate recipient)*	DATE
C/O	
	PROJECT NUMBER *(If any)*
	PROJECT NAME

1. The undersigned, having executed a contract with	

	For the construction of the above identified project, acknowledges that:

(a) The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract;

(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

(a) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 *(29CFR, Part 5)*, or pursuant to Section 3(a) of the Davis-Bacon Act, as amended *(40 U.S.C. 276a-2(a))*.

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designed as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient, within ten days after the execution of any subcontract, including those executed by his subcontractor's and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standard and Prevailing Wage Requirements, executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF:
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION *(Describe)*

(c) The name, title and address of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS
		HUD-1421 (6-75)

(d)	The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are *(if none, so state)*:	
NAME	ADDRESS	NATURE OF INTEREST
(e)	The names and addresses and trade classifications of all other building construction contractors, in which the undersigned has a substantial interest are *(if none, so state)*:	
NAME	ADDRESS	TRADE CLASSIFICATION

Date			*(Contractor)*
		By	

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part; "Whoever.....makes, passes, utters, or publishes any statement, knowing the same to be false.....shall be fined not more than $5,000 or imprisoned more than two years or both."

EXHIBIT E3

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO: *(Appropriate recipient)* C/O	DATE
	PROJECT NUMBER *(If any)*
	PROJECT NAME
1. The undersigned, having executed a contract with	

U.S. GOVERNMENT PRINTING OFFICE: 1979-671-005/616

	for	*(Contractor or Subcontractor)*
(Nature of the Work)	in the amount of	$

in the construction of the above-identified project, certifies that:

(a) The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract.

(b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designed as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 *(29CFR, Part 5)*, or pursuant to Section 3(a) of the Davis-Bacon Act, as amended *(40 U.S.C. 276a-2(a))*.

(c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standard and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

(a) The workmen will report for duty on or about	
	(Date)

3. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF:
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION *(Describe)*

(c) The name, title and address of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS

U.S. GOVERNMENT PRINTING OFFICE: 1979-671-005/616

		HUD 1422 (6-75)

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are *(if none, so state)*:

NAME	ADDRESS	NATURE OF INTEREST

(d) The names and addresses and trade classifications of all other building construction contractors, in which the undersigned has a substantial interest are *(if none, so state)*:

NAME	ADDRESS	TRADE CLASSIFICATION

(Subcontractor)		
By		
(Signature)		*(Typed Name & Title)*

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part; "Whoever.....makes, passes, utters, or publishes any statement, knowing the same to be false.....shall be fined not more than $5,000 or imprisoned more than two years or both."

U.S. GOVERNMENT PRINTING OFFICE: 1979-671-005/616

EXHIBIT E4

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et. seq., and the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto at 40 CFR Part 15, amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

(1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issue thereunder.

(3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION

Lead-Based Paint Hazards (Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

Use of Explosives (Modify as Required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

Danger Signals and Safety Devices (Modify as Required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning light at night, suitable barricades and other devices necessary to protect the public. In case the contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the contractor of any liability incurred under these specifications or contract.

CITY OF MIDLAND CDBG PROGRAM

CONTRACTOR CERTIFICATION OF ELIGIBILITY FOR FEDERAL PROCUREMENTS

Business Name: _____ Fed Id./SS. # _____

Address: _____

Type of Business: ___ Corporation ___ Sole Proprietor ___ Partnership

Name, Title, Social Security No. of Principals:

1. _____

2. _____

3. _____

I/we the undersigned certify that neither I nor my firm are not excluded from federal procurement or non-procurement programs.

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Additional verification of compliance with federal regulations at 24 CFR part 5 was accomplished as follows:

Signature: _____ Date: _____

Name and Title: _____

ADDENDUM #01
Project Number BP20-01

TO ALL BIDDERS ON THE SUBJECT BID: New York Avenue Paving Bond Project

ADDENDUM #01

DATE: July 16, 2021

1. Q/A and Clarification
2. Revised Construction Drawing Set
3. Revised Proposal
4. Revised Pay Notes
5. Pre-Bid Agenda
6. Pre-Bid Meeting Attendance

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

CD King Construction LLC
Company Name

Bidder Authorized Signature

7/21/21
Date

Chad King
Please Print Above Name

800-805-6302
Phone

New York Avenue Paving Bond Project
Project Number BP20-01

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: The Construction Drawing Set has been revised. These revisions include:

1) Darkening contour lines and labels to make them more visible.
2) Adding existing grade points between intersections.
3) Corrected the location of an existing tree at the southeast corner of New York Avenue and Webster Street.

The revised Construction Drawing Set is attached to this Addendum 01. Bidders to are remove all previous versions of the Construction Drawing Set in their entirety from the original bid documents and replace them with the attached Construction Drawing Set revision.

Clarification: The Proposal section of the Bid Packet has been revised. These revisions include:

1) Revising the bid item Removal & Disposal of Existing Concrete Curb & Gutter quantity of 1,827-LF to 2,017-LF.
2) Revising the bid item Removal & Disposal of Existing Concrete Driveway quantity of 973-SY to 749-SY.
3) Adding the bid item Removal & Disposal of Existing Unclassified Driveway Pavement with a quantity of 340-SY.
4) Revising the bid item Removal & Disposal of Existing Miscellaneous Concrete quantity of 665-SY to 552-SY.
5) Adding the bid item Removal & Disposal of Existing Tree with a quantity of 16-EA.
6) Revising the bid item Subgrade Preparation (Depth ≤ 8") quantity of 30,244-SY to 30,471-SY.
7) Revising the bid item 8" Flexible Base (Type A, Grade 4) quantity of 27,561-SY to 27,789.
8) Combining the previous Concrete Pedestrian Access Ramp (12) and Concrete Pedestrian Access Ramp (12A) bid items into a single Concrete Pedestrian Access Ramp bid item with a quantity of 656-SY.

The revised Proposal is attached to this Addendum 01. Bidders to are remove all previous versions of the Proposal section in their entirety from the original bid documents and replace them with the attached Proposal revision.

Clarification: The Pay Notes section of the Bid Packet has been revised. These revisions include:

1) Adding the bid item Removal & Disposal of Existing Unclassified Driveway Pavement and its corresponding description.
2) Adding the bid item Removal & Disposal of Existing Tree and its corresponding description.
3) Combining the previous Concrete Pedestrian Access Ramp (12) and Concrete Pedestrian Access Ramp (12A) bid items into a single Concrete Pedestrian Access Ramp bid item and its corresponding description.

The revised Pay Notes are attached to this Addendum 01. Bidders to are remove all previous versions of the Pay Notes section in their entirety from the original bid documents and replace them with the attached Pay Notes revision.

Clarification: Contractor must be willing to sign contract as is.

Clarification: Check that all insurance forms are in order when submitting bids.

Clarification: Check that all conflict of interest forms are completed if applicable.

Clarification: Contractor must fill out all bid items in the Proposal for the bid to be considered complete.

Clarification: Sheets 03 – 06 of the Construction Drawing Set were not updated to reflect the most recent quantity revisions in the Proposal section of the Bid Packet. Therefore where a discrepancy between these sheets and the Proposal exists, the Contractor is directed to bid the quantities shown in the Proposal section of the Bid Packet.

Clarification: Contractor is responsible for all construction staking.

Clarification: Contractor is responsible for all traffic control during this project.

Clarification: Contractor is responsible for notifying all adjacent properties of any planned service interruptions no less than two (2) business days in advance of any such interruptions. Service interruptions are to be kept as short as is reasonably possible. This requirement does not apply in emergency situations.

Clarification: Contractor is responsible for maintaining access to all adjacent properties at all times, barring those times when actual construction activity necessary to complete the work is taking place in front of driveway approaches or similar points of access. When such work is not occurring then access must be restored by means of traffic rated steel plates or other equivalent means until such time as the work is completed.

Clarification: All concrete placed is to be Class “C” 3600 PSI concrete unless otherwise noted in the Construction Drawing Set or addendum. Reinforcement is to be per the Construction Drawing Set or addendum.

Clarification: Saw-cutting is considered subsidiary to the bid items listed in the Proposal.

Clarification: The Spray Watering bid item covers all watering necessary for both the Berm Seeding & Stabilization bid item and the Disturbed Areas Seeding & Stabilization bid item.

Clarification: All invoice submittals are to be itemized and are to match the Proposal item listed.

Clarification: There is a one (1) calendar year warranty period on this project.

Clarification: It is recommended that Bidders use the USPS mailing address rather than the physical City Hall address for bid submittals that are mailed in as the physical address has experienced issues on occasion in the past. The USPS mailing address is unchanged from what is listed in the original bid packet and the pre-bid teleconference meeting agenda.

Clarification: Davis-Bacon Act – 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, then 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 the wage determination, if it is higher) for all hours spend performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification is considered necessary for the performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification as least the wage rate determined through the conformance process rate set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the confirmed 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 is does not apply to contracts subject to only the Davis0Bacon 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.

Question: Engineers estimate for bid bond request?
Answer: The estimate range is between $3.5-million and $4.0-million.

Question: Bid item #D2, what is the thickness of the pavement removal?
Answer: Existing pavement thickness is anticipated to generally be 2”.

Question: Bid item #D4, can you recheck the quantity (DP3)?
Answer: The Proposal and Pay Notes sections of the Bid Packet have been revised as described in the clarifications portion of this addendum.

Question: Bid item #D6, can you recheck the quantity?
Answer: The Proposal and Pay Notes sections of the Bid Packet have been revised as described in the clarifications portion of this addendum.

Question: On the demolition plans, removal of existing unpaved driveway material is shown. Is this included in the excavation quantity? The note indicates 10 sy / location, but scaling does not match this area?
Answer: The Proposal and Pay Notes sections of the Bid Packet have been revised as described in the clarifications portion of this addendum.

Question: Tree removal bid item?
Answer: The Proposal and Pay Notes sections of the Bid Packet have been revised as described in the clarifications portion of this addendum.

Question: Benton has 6 pole relocates, and New York has 22 pole relocates, when will this occur?
Answer: The City of Midland has been contacting the franchise owners for months and providing updated plans as the design of this project has progressed. The City also notified the franchise owners this week that this project has been advertised for bids with the bid opening scheduled for next week. At this time the City is still awaiting status updates or relocation schedules from the franchise owners with utilities conflicting with this project.

Question: Grade 4 base is as shown on plans, what do you want?
Answer: City base will be used for this project meeting the gradation requirements stated in the Flexible Base, Caliche, 2. Materials section of the Specifications found in the Bid Packet.

Question: What concrete work do you want reinforcing steel in addition to the fiber?
Answer: Concrete fillets, valley gutters, and the approach at Fairgrounds Road and New York Avenue are to all have rebar reinforcement in addition to fiber reinforcement.

Question: Is the curb and gutter area included in the fillets, not the driveways/approach?
Answer: Yes and yes. The fillet quantities include the integral curb and gutter installed with all fillets, while the driveway quantities do not include the adjacent curb and gutter, which is installed separately from the driveway approach.

Question: Is saw cutting subsidiary?
Answer: Yes.

Question: Bid item P16, 40 ea not 45 ea?
Answer: The Proposal and Pay Notes sections of the Bid Packet have been revised as described in the clarifications portion of this addendum.

Question: Bid item P17, 8 ea not 7 ea?
Answer: The Proposal and Pay Notes sections of the Bid Packet have been revised as described in the clarifications portion of this addendum.

Question: Do you want reinforcing in the short wall?
Answer: Yes. #4 Rebar vertical stirrups on 12” spacing should be used to reinforce all concrete short walls in addition to fiber reinforcement.

Question: Is the fiber requirement 1# or 1.5#'s / cy?
Answer: 1.5 LBS / CY per Sheet 08, Construction Note 4 of the construction drawing set.

Question: Won't start project with unclear Right-of-Way. Company policy.
Answer: Acknowledged.

Question: Very difficult to start work with poles in the way.
Answer: Acknowledged.

Question: Do the HUD payments only apply to Benton Street?
Answer: Yes. Payments made for work along Benton Street will fall under HUD rules as outlined in the Bid Packet, but payments made for work along New York Avenue will be per the normal City of Midland process.

Question: Hard to come up with a bid for a lump sum seeding item. Not sure what all this is meant to cover.
Answer: The purpose of this bid item is to provide a means for addressing re-vegetation of areas disturbed by construction activity adjacent to the new roadway that fall within the project work zone, i.e. the public Right-of-Way bounded by the limits of the new pavement being placed. The total area in question is dependent on the Contractor's construction activity during the course of this project, and so there is no way to provide a quantity other than lump sum for the purposes of bidding as the size of this area will be determined entirely by the Contractor during the course of the project. A reasonable assumption however would be that at least a 2.0-FT wide strip of seeding and stabilization would likely be needed along both sides of most of the installed roadway for this project, with some areas perhaps needing less than 2.0-FT and other areas possibly needing more.

Areas disturbed by construction activity outside the public Right-of-Way bounded by the limits of the new pavement being placed do not fall within the project work zone and must be stabilized at the Contractor's sole expense to existing or better condition.

Question: Might consider revising fillet and valley gutter details to reflect wanting rebar reinforcement.
Answer: Noted. The City will look at implementing this for future project designs, but for the purposes of this bid all bides are directed to bid the construction drawing set as is.

Question: HUD paperwork doesn't have to be part of the bid submittal?
Answer: Correct. The HUD paperwork is not required when submitting a bid for this project, but it must be submitted and in order before the project can be awarded.

Question: Will we be allowed to work the full length of the project?
Answer: Yes, so long as reasonable access, ingress, and egress are provided for all adjacent properties.

Question: Would be nice if we could get full size plan sheets. Blow up 11x17 sheets to 200% to do quantity take-offs.

Answer: Acknowledged.

Question: Bid item D4 has a quantity of 973 sy. Sheet 3, DP-3 shows a quantity of 386 sy. Sheet 30 (D3) shows two driveways to remove 33.0 + 49.7 = 82.7 sy. There are three additional driveways shown, but they are included on sheet 34. Sheet 3, DP7 shows a quantity of 213 sy. Sheet 34 (D7) Shows eight driveways to remove 31.1 + 16.3 + 18.8 + 458.8 + 29.7 + 34.6 + 46.7 + 21.4 = 244.4 sy.

Answer: The Proposal and Pay Notes sections of the Bid Packet have been revised as described in the clarifications portion of this addendum.

CITY OF MIDLAND
NEW YORK AVENUE PAVING BOND PROJECT
(INCLUDES NEW YORK AVENUE & BENTON STREET PAVING IMPROVEMENTS)
PROJECT NUMBER: BP20-01
JULY 2021

SHEET INDEX	
SHEET	DESCRIPTION
01	COVER
02	VICINITY MAP
03 TO 06	QUANITITY SHEET
07 TO 09	GENERAL NOTES
10 TO 11	TYPICAL SECTION
12 TO 19	EXISTING CONDITIONS
20 TO 27	EROSION CONTROL PLAN
28 TO 35	DEMOLITION PLAN
36	OVERALL MASTER LAYOUT
37 TO 51	PLAN & PROFILE VIEW
52 TO 67	INTERSECTION VIEW
68 TO 83	ROAD DETAILS

MAYOR

PATRICK PAYTON

COUNCIL MEMBERS

SCOTT DUFFORD	DISTRICT 1
JOHN NORMAN	DISTRICT 2
JACK LADD	DISTRICT 3
LORI BLONG	DISTRICT 4
MICHAEL TROST	AT LARGE
SPENCER ROBNETT	AT LARGE

INTERM CITY MANAGER
ROBERT PATRICK

ENGINEERING SERVICES DIRECTOR
JOSE E. ORTIZ

CITY ENGINEER
MATT C. CARR, P.E.
OFFICE: (432) 685-7287

CITY OF MIDLAND, 300 N. LORAINE ST.
MIDLAND, TX 79702

CONTRACTOR _____

DATE WORK BEGAN _____

DATE WORK COMPLETED _____

DATE WORK ACCEPTED _____

FINAL CONTRACT COST _____

Josh Ferguson — ENGINEER — 7/13/2021 SUBMITTED

Matt Carr, P.E — CITY ENGINEER — 7/13/21 RECOMMENDED

Jose Ortiz — ENGINEERING SERVICE DIRECTOR — 7/13/2021 RECOMMENDED

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

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NEW YORK AVENUE
PAVING BOND PROJECT
COVER

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NEW YORK AVENUE & BENTON STREET
PROJECT LAYOUT



PROJECT VICINITY MAP
NOT TO SCALE

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NEW YORK AVENUE
PAVING BOND PROJECT
VICINITY MAP

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SUMMARY OF REMOVAL ITEMS								
	STATION TO STATION	REMOVE ASPHALT PAVEMENT	REMOVE EXISTING BRICK FENCE	REMOVE EXISTING CONCRETE DRIVEWAY	REMOVE CONC. CURB AND GUTTER	REMOVE CONC. SIDEWALK & RAMPS	REMOVE MISC. CONCRETE	REMOVE CONC. SHORT WALL
UNIT		SY	LF	SY	LF	SY	SY	LF
RATE								
DP1 OF 8	1+00 TO 10+00	4175	0	69	477	84	194	31
DP2 OF 8	10+00 TO 19+40	3820	18	17	444	50	0	0
DP3 OF 8	19+40 TO 29+40	3750	0	386	258	73	0	85
DP4 OF 8	29+40 TO 37+30	2855	0	138	366	21	134	0
DP5 OF 8	37+30 TO 39+30	426	0	0	0	0	133	0
DP6 OF 8	1+17 TO 11+45	1870	0	129	51	0	0	0
DP7 OF 8	11+45 TO 18+95	2620	0	213	32	0	83	0
DP8 OF 8	18+95 TO 20+62	1885	0	20	199	46	122	0
GRAND TOTAL		21401	18	973	1827	274	665	116

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JOSHUA C. FERGUSON
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MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
QUANTITY SHEET
1 OF 4

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SUMMARY OF ROADWAY ITEMS								
	STATION TO STATION	EXCAVATION (ROADWAY) (UNCLASSIFIED)	EMBANKMENT (ROADWAY) (DENSITY CONTROL)	BERM SEEDING AND STABLIZATION	HMAC PVMT TY D (PG70-22)	HMAC PVMT TY C (PG64-22)	PRIME COAT (MC-30)	TACK COAT (CSS-1H)
UNIT		CY	CY	SY	TON	TON	GAL	GAL
RATE					220 LB/SY	220 LB/SY	0.2 GAL/SY	0.1 GAL/SY
PP1 OF 15	1+00 TO 5+00	870	21	0	204	204	370	185
PP2 OF 15	5+00 TO 10+00	2108	30	0	271	271	493	246
PP3 OF 15	10+00 TO 15+00	1648	23	0	233	233	423	212
PP4 OF 15	15+00 TO 19+40	1490	4	0	208	208	379	190
PP5 OF 15	19+40 TO 24+40	1103	83	0	263	263	478	239
PP6 OF 15	24+40 TO 29+40	754	158	0	180	180	328	164
PP7 OF 15	29+40 TO 33+90	712	51	0	208	208	379	189
PP8 OF 15	33+90 TO 37+30	786	11	0	150	150	273	136
PP9 OF 15	37+30 TO 39+30	144	34	19	68	68	124	62
PP10 OF 15	1+17 TO 3+95	430	15	0	107	107	194	97
PP11 OF 15	3+95 TO 7+70	907	11	0	150	150	273	137
PP12 OF 15	7+70 TO 11+45	1130	25	0	181	181	329	165
PP13 OF 15	11+45 TO 15+20	766	11	0	151	151	275	138
PP14 OF 15	15+20 TO 18+95	950	8	0	181	181	330	165
PP15 OF 15	18+95 TO 20+62	232	2	0	64	64	117	58
GRAND TOTAL=		14030	487	19	2620	2620	4764	2382

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NEW YORK AVENUE
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QUANTITY SHEET
2 OF 4

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SUMMARY OF ROADWAY ITEMS

	STATION TO STATION	PREPARING OF SUBGRADE (H ≤ 8")	8" FLEXIBLE COMPACTED BASE (TY A) (GR 4)	6" FLEXIBLE COMPACTED BASE (TY A) (GR 4)	CONCRETE FILLET (H = 6")	CONCRETE VALLEY GUTTER (W = 10')	CONCRETE RESEDENTIAL DRIVEWAY APPROACH	CONCRETE COMMERCIAL DRIVEWAY APPROACH	CONCRETE ALLEY APPROACH
UNIT		SY	SY	SY	SY	SY	SY	SY	SY
RATE									
PP1 OF 15	1+00 TO 5+00	2241	2118	123	45	82	28	0	94
PP2 OF 15	5+00 TO 10+00	3148	2935	213	90	164	119	0	94
PP3 OF 15	10+00 TO 15+00	2730	2494	236	45	73	47	0	188
PP4 OF 15	15+00 TO 19+40	2395	2262	133	45	73	39	0	94
PP5 OF 15	19+40 TO 24+40	2997	2875	122	90	147	28	0	94
PP6 OF 15	24+40 TO 29+40	2190	1945	245	45	73	56	0	188
PP7 OF 15	29+40 TO 33+90	2412	2257	155	45	73	61	0	94
PP8 OF 15	33+90 TO 37+30	1891	1539	352	22	36	30	276	47
PP9 OF 15	37+30 TO 39+30	832	803	29	39	68	29	0	0
PP10 OF 15	1+17 TO 3+95	1262	1143	119	22	37	119	0	0
PP11 OF 15	3+95 TO 7+70	1691	1477	214	0	0	214	0	0
PP12 OF 15	7+70 TO 11+45	2107	1869	238	45	73	238	0	0
PP13 OF 15	11+45 TO 15+20	1714	1477	238	0	0	238	0	0
PP14 OF 15	15+20 TO 18+95	2153	1945	208	45	73	208	0	0
PP15 OF 15	18+95 TO 20+62	708	649	59	0	0	59	0	0
GRAND TOTAL=		30471	27789	2683	577	974	1512	276	895

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NEW YORK AVENUE
PAVING BOND PROJECT
QUANTITY SHEET
3 OF 4

Scale: NTS
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SUMMARY OF ROADWAY ITEMS									
	STATION TO STATION	TY A STD CURB AND GUTTER (6")	TRANSITION CURB AND GUTTER	CURB RAMP TY 12	CURB RAMP TY 12A	CONCRETE SHORT WALL	EARTH BERM	ADJUST WATER VALVE	ADJUST WW MANHOLE
UNIT		LF	LF	EA	EA	LF	CY	EA	EA
RATE									
PP1 OF 15	1+00 TO 5+00	508	0	4	0	0	0	4	0
PP2 OF 15	5+00 TO 10+00	660	0	6	2	31	0	8	0
PP3 OF 15	10+00 TO 15+00	815	0	4	0	0	0	4	1
PP4 OF 15	15+00 TO 19+40	768	0	4	0	0	0	4	0
PP5 OF 15	19+40 TO 24+40	770	0	3	5	85	0	8	0
PP6 OF 15	24+40 TO 29+40	673	0	4	0	0	0	4	0
PP7 OF 15	29+40 TO 33+90	754	0	4	0	0	0	4	0
PP8 OF 15	33+90 TO 37+30	358	0	2	0	0	0	4	0
PP9 OF 15	37+30 TO 39+30	272	20	0	0	0	4	4	0
PP10 OF 15	1+17 TO 3+95	408	0	2	0	0	0	1	0
PP11 OF 15	3+95 TO 7+70	396	0	4	0	0	0	3	0
PP12 OF 15	7+70 TO 11+45	378	0	4	0	0	0	1	0
PP13 OF 15	11+45 TO 15+20	366	0	0	0	0	0	0	0
PP14 OF 15	15+20 TO 18+95	518	0	4	0	0	0	1	0
PP15 OF 15	18+95 TO 20+62	236	0	0	0	0	0	1	0
GRAND TOTAL=		7880	20	45	7	116	4	51	1



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NEW YORK AVENUE
PAVING BOND PROJECT
QUANTITY SHEET
4 OF 4

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GENERAL NOTES

GENERAL NOTES:

1. THIS DESIGN IS FOR PUBLIC PAVING IMPROVEMENTS AT CARVER STREET TO FAIRGROUNDS ROAD ALONG NEW YORK AVENUE AND AT INDIANA AVENUE TO CALIFORNIA AVENUE ALONG BENTON STREET.
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, REQUIREMENTS, AND STANDARDS. WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.
3. 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.
4. 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.
5. EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS INDICATED IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, 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. MATERIAL STORAGE IS TO BE PLACED IN NEW YORK AVENUE AND BENTON STREET PROJECT AREA ZONE IDENTIFIED IN APPROVED TRAFFIC CONTROL PLAN.
11. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
12. CONTRACTOR MUST COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN PROJECT BID PACKET.
13. CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT. TREES AND OVERHEAD LINES ARE COMMON, AND CONTRACTOR IS TO PROVIDE PROPER EQUIPMENT TO COMPLETE ALL REQUIRED WORK FOR THIS PROJECT IN AN URBAN ENVIRONMENT.

EXISTING CONDITION NOTES:

A. EXISTING CONDITIONS ARE SHOWN BASED ON AVAILABLE PREVIOUS DESIGN DRAWINGS, CITY OF MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SURVEY DATA, AND SITE VISITS. CONTRACTOR IS TO FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
B. EXISTING ELECTRIC LINES WERE LOCATED FROM ONE-CALL MARKINGS, SURVEY DATA, AND SITE VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
C. EXISTING COMMUNICATION LINES WERE LOCATED FROM AS-BUILT DRAWINGS, ONE-CALL MARKINGS, SURVEY DATA, AND SITE VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
D. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR OVERHEAD ELECTRIC, POWER, OR PHONE LINES.
E. EXISTING TREES NEAR PROJECT SITE NOT NOTED FOR REMOVAL IN THIS CONSTRUCTION DRAWING SET SHOULD NOT BE CLOSE ENOUGH TO INTERFERE WITH CONSTRUCTION ACTIVITIES, AND CONTRACTOR IS DIRECTED TO MAKE SURE THESE EXISTING TREES ARE NOT DAMAGED DURING PROJECT OPERATIONS. CONTRACTOR IS TO NOTIFY ENGINEER OF ANY ISSUES OR CONFLICTS WITH THESE EXISTING TREES AND WAIT FOR DIRECTION FROM ENGINEER PRIOR TO PERFORMING ANY ACTIVITY THAT MIGHT HARM THESE TREES.

DEMOLITION NOTES:

I. CONTRACTOR IS TO NOTIFY PROJECT ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.
II. CONTRACTOR IS TO TAKE CARE NOT TO DAMAGE OR REMOVE ANY EXISTING INFRASTRUCTURE OR PROPERTY, PUBLIC OR PRIVATE, THAT IS NOT INDICATED BY THIS CONSTRUCTION DRAWING SET. ANY SUCH DAMAGE OR REMOVAL MUST BE REPLACED OR REPAIRED BY CONTRACTOR AT THEIR SOLE EXPENSE TO EQUAL OR BETTER CONDITION.
III. ANY EXISTING MAILBOX FOUNDATION TO BE REMOVED PER THIS CONSTRUCTION DRAWING SET CANNOT BE REMOVED UNTIL AFTER MAILBOX IS REMOVED FROM EXISTING FOUNDATION BY OWNER.
IV. ALL EXISTING FENCE REMOVED PER THIS CONSTRUCTION DRAWING SET IS TO BE STACKED NEATLY ON ADJACENT OWNER'S PROPERTY UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET OR PROJECT BID PACKET.
V. ALL DEMOLITION DIMENSIONS ARE APPROXIMATE BASED ON MOST RELIABLE DATA AVAILABLE. CONTRACTOR IS TO FIELD VERIFY ACTUAL DIMENSIONS AND NOTIFY ENGINEER OF QUANTITY INCREASE OR DISCREPANCIES.
VI. ALL SAW-CUTS FOR PAVEMENT REMOVAL ARE TO HAVE CLEAN, STRAIGHT EDGES AND ARE CONSIDERED INCIDENTAL TO ALL PROJECT WORK.
VII. 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.
VIII. CONTRACTOR IS TO NOTIFY ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE REMOVING ANYTHING NOT NOTED FOR REMOVAL.
IX. EXISTING TREES NOTED FOR REMOVAL IN THIS CONSTRUCTION DRAWING SET ARE TO BE REMOVED IN THEIR ENTIRETY, INCLUDING ROOTS. ANY EXISTING TREE NOT NOTED FOR REMOVAL IN THIS CONSTRUCTION DRAWING SET IS TO REMAIN AND SHOULD NOT BE CLOSE ENOUGH TO INTERFERE WITH CONSTRUCTION ACTIVITIES. CONTRACTOR IS TO AVOID DAMAGING ANY EXISTING TREES NOT NOTED FOR REMOVAL ON THIS SHEET.

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JW.13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

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1	7/13/21	REVISED CONTOURS AND ADDED GRADES.
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DRAWN: PAK
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APPROVED: JCF
VERT.: N/A
HORIZ.: N/A
PROJECT NO. BP20-01
Date: JUNE 2021

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
GERNERAL NOTES
1 OF 3

Scale: NTS
File: 2020BP20-01 NEW YORK AVE

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OF 83

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GENERAL NOTES

CONSTRUCTION NOTES:

1. ALL DIMENSIONS MEASURED TO CURB ARE MEASURED TO BACK-OF-CURB.
2. 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.
3. CONCRETE COLLARS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE UTILITY COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.
4. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 1.5-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0-CUBIC YARD OF CONCRETE PLACED (1.5-LBS / 1.0-CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET.
5. ALL CONCRETE PAVEMENT, FILLET, VALLEY GUTTER, APPROACH, AND COLLAR JOINTS ARE TO BE SEALED PER CITY STANDARDS.
6. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
7. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR ALL GRADE DAYLIGHTING.
8. COORDINATE ALL SIGNAL POLE, SIGNAL CONDUIT, STRIPING, TRAFFIC SIGN, OR OTHER TRAFFIC INFRASTRUCTURE ISSUES WITH CITY TRAFFIC ENGINEER AND NOTIFY CITY INSPECTOR.
9. NOTIFY CITY INSPECTOR OF ALL FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE ISSUES AND COORDINATE WITH BOTH CITY AND FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE OWNER.
10. EXISTING MAILBOX LOCATIONS ARE NOT EXPECTED TO CONFLICT WITH THIS PROJECT. IF EXISTING MAILBOX IS IN CONFLICT AND HAS NON-PERMANENT FOUNDATION, THEN CONTRACTOR IS TO CONTACT OWNER AND HAVE THEM RELOCATE MAILBOX. IF EXISTING MAILBOX IS IN CONFLICT AND HAS PERMANENT FOUNDATION THEN CONTRACTOR IS TO NOTIFY PROJECT ENGINEER, WHO WILL THEN COORDINATE WITH MAILBOX OWNER BEFORE CONTRACTOR SETS A NEW PERMANENT FOUNDATION AND OWNER RELOCATES MAILBOX.
11. CONTRACTOR IS TO CONTACT CITY TRANSPORTATION FOR REMOVAL, RELOCATION, OF REPLACEMENT OF EXISTING TRAFFIC SIGNS IN CONFLICT WITH NEW INFRASTRUCTURE PRIOR TO ANY CONSTRUCTION ACTIVITY OCCURRING NEXT TO ANY SUCH SIGNS.

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 NEW YORK AVENUE AND BENTON STREET LOCATION DESIGNATED AS PART OF WORK ZONE AREA.
E. ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE NOT PERMITTED IN FAIRGROUNDS ROAD.
F. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.
G. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM PROJECT SITE.
H. VEGETATION SEEDING AND WATERING:
   a. THIS REFERS TO ALL PORTIONS OF NEW YORK AVENUE AND BENTON STREET DISTURBED BY CONSTRUCTION ACTIVITY FOR THIS PROJECT.
   ii. REVEGETATE ALL AREAS AND SURFACES DISTURBED BY ANY CONSTRUCTION ACTIVITY THAT ARE SCHEDULED TO REMAIN NATURAL REGARDLESS OF WHETHER OR NOT THEY ARE WITHIN APPROVED PROJECT SITE OR WORK ZONE. NATURAL SURFACES ARE THOSE THAT WILL NOT RECEIVE A LAYER OF PAVEMENT, FLATWORK, STRUCTURE, OR OTHER IMPERVIOUS MATERIAL.
   iii. REMOVE TOP SIX INCH (6") LAYER OF VEGETATION AND TOPSOIL EVENLY FOR ENTIRE DISTURBED AREA AND SET ASIDE DURING CONSTRUCTION.
   iv. AFTER CONSTRUCTION PLACE SAVED VEGETATION AND TOPSOIL EVENLY ACROSS ENTIRE DISTURBED AREA AND RAKE SMOOTH. ADD ADDITIONAL TOPSOIL MATERIAL OF EQUAL OR BETTER QUALITY THAN ORIGINAL MATERIAL IF NECESSARY TO ACHIEVE A MINIMUM SIX INCH (6.0") TOPSOIL THICKNESS THROUGHOUT.
   v. RAKE AREAS TO BE SEEDED TO ALLOW GOOD CONTACT BETWEEN SEEDS AND SOIL.
   vi. UNIFORMLY DISTRIBUTE SEEDS BY SPREADER, BY HAND, OR BY OTHER EQUIVALENT METHOD.
   vii. RAKE SEEDER AREA AGAIN AFTER SEEDING OCCURS SO THAT SEEDS ARE NOT LEFT EXPOSED ON SURFACE. RAKED SURFACE SHOULD BE RELATIVELY SMOOTH AND FLUSH WITH ADJACENT SURFACES.
   viii. FERTILIZER IS TO BE PLACED UNIFORMLY OVER ALL SEEDED AREAS NO LESS THAN ONE (1) DAY AFTER SEEDS ARE PLACED.
   ix. BEFORE PLANTING OPERATIONS BEGIN, FURNISH SEED TAGS FROM SEED SUPPLIER. SEED TAGS MUST SHOW PERCENT PURITY, PERCENT GERMINATION, AND DATE SEED WAS HARVESTED. SUBMIT SEED TAGS TO PROJECT ENGINEER FOR VERIFICATION OF APPROPRIATE POUNDS P.L.S./ACRE RATES.
   x. TWO (2) TO THREE (3) DAYS AFTER FERTILIZER IS PLACED, SPRAY EVENLY WITH WATER EQUIVALENT TO A MINIMUM UNIFORM WATER VOLUME DEPTH OF 0.2-INCHES (0.2") FOR ENTIRE DISTURBED AREA AT A RATE OF NO LESS THAN ONCE (1) A DAY FOR TEN (10) CONSECUTIVE DAYS.
   xi. PROVIDE SEED MIXTURES LISTED AT APPROPRIATE RATES DURING SPECIFIED SEASON:
      a) SEED MIX TOTALING 20 LBS P.L.S. / ACRE, WHEN SEEDING BETWEEN OCTOBER AND FEBRUARY:

VARIETY	LBS, P.L.S. / ACRE
RYGRASS (ANNUAL)	8.0
WESTERN WHEATGRASS	2.0
MILLET	2.0
SIDEOATS GRAMA	1.5
KLEINGRASS	1.5
BRISTLEGRASS	1.5
BLUE GRAMA	0.5
BUFFALOGRASS	2.0
GREEN SPRANGLETOP	1.0

      b) SEED MIX TOTALING 20 LBS P.L.S. / ACRE, WHEN SEEDING BETWEEN MARCH AND SEPTEMBER:

VARIETY	LBS, P.L.S. / ACRE
MILLET	4.0
SIDEOATS GRAMA	3.0
KLEINGRASS	3.0
BRISTLEGRASS	3.0
BLUE GRAMA	1.0
BUFFALOGRASS	4.0
GREEN SPRANGLETOP	2.0

      c) IF SPECIFIED GRASS VARIETY IS NOT AVAILABLE, SUBMIT AVAILABLE SUBSTITUTION TO PROJECT ENGINEER FOR APPROVAL. PERMISSION FOR SUBSTITUTION WILL ONLY BE GRANTED AFTER PROJECT ENGINEER IS SATISFIED THAT SPECIFIED GRASS VARIETIES ARE NOT AVAILABLE.
      d) DELIVER ALL FERTILIZER IN BAGS OR CONTAINERS CLEARLY LABELED SHOWING BAG ANALYSIS. PREFERRED ANALYSIS IS 18-3-4. APPLY FERTILIZER AT RATE THAT ACHIEVES NO LESS THAN 100 LBS N_2 / ACRE. APPLY FERTILIZER IN CONJUNCTION WITH SEEDING.
I. CONTRACTOR HAS SOLE RESPONSIBILITY FOR VEGETATING OR STABILIZING TO EXISTING OR BETTER CONDITION ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY LOCATED OUTSIDE DESIGNATED PROJECT SITE OR APPROVED WORK ZONE AT CONTRACTOR'S SOLE EXPENSE.
J. 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.
K. 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 IMPEDE THEIR EFFECTIVENESS.
L. CONTRACTOR IS TO REMOVE ALL TERMPORARY EROSION CONTROL MEASURES FROM PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ONCE PROJECT SITE IS STABILIZED. THIS IS CONSIDERED SUBSIDIARY TO THIS PROJECT SCOPE.
M. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE SOLE RESPONSIBILITY OF CONTRACTOR.

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

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VERT.:	N/A	2				
HORIZ.:	N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.		
PROJECT NO.	BP20-01	0	__/__/__	IFC		
Date:	JUNE 2021	Rev. No.	Date	Description		

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
GERNERAL NOTES
2 OF 3

Scale: NTS | File: 2020\BP20-01 NEW YORK AVE

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File: P:\Engineering Services\Engineering Projects\2019\19-04 New York Ave\100 DWG\53 - 7WRSPKNG Plans\C-104-106 General Notes.dwg Jul 12, 2021 - 4:56pm pilkington

GENERAL NOTES

PAVING NOTES:

I. 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.

II. ALL NEW PAVEMENT AND CONCRETE ARE TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS.

III. 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.

IV. 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.

V. BLOT AREAS SHOWING AN EXCESS OF PRIME COAT OR TACK COAT WITH SAND OR OTHER SIMILAR MATERIAL AND REMOVE BLOTTING MATERIAL BEFORE PAVING.

VI. SOME EXISTING STAND-UP CURBS ARE 7.0" CURBS RATHER THAN CURRENT 6.0" CITY STANDARD CURBS IN THIS AREA. MATCH EXISTING CURB HEIGHT THROUGHOUT AT TIE-IN LOCATIONS.

VII. CONCRETE FLARES SHOWN IN ALLEY APPROACH ARE TO BE INSTALLED. NOTIFY ENGINEER IF CONFLICT WITH FLARES IS DISCOVERED IN FIELD.

VIII. 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.

IX. ONLY USE AND PLACE APPROVED EXPANSION JOINT MATERIAL AS INDICATED ON CONSTRUCTION DRAWINGS AND BETWEEN EXISTING CURB AND PROPOSED CURB.

X. ALL PEDESTRIAN ACCESS RAMPS AND SIDEWALKS ARE TO BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE ADA REQUIREMENTS. ALL SIDEWALK IS TO BE INSTALLED FLUSH WITH ADJACENT TOP-OF-CURB WHEN LOCATED NEXT TO CURB. SIDEWALK NOT LOCATED NEXT TO CURB IS TO BE PLACED FLUSH WITH EXISTING GROUND SURFACE. ENGINEER IS TO BE NOTIFIED PRIOR TO INSTALLATION IF ANY SIDEWALK SLOPE EXCEEDS 5.0% SLOPE WHEN FOLLOWING EXISTING GROUND SURFACE, AND NO SIDEWALK IS TO HAVE CROSS-SLOPE GREATER THAN 2.0%.

XI. 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.

XII. MAINTAIN SUBGRADE OR BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION AND KEEP DAMP WITH WATER UNTIL CONCRETE PAVEMENT IS PLACED.

XIII. 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.

XIV. SAWCUT ALL CONTROL JOINTS. JOINT SPACING TO TYPICALLY BE MINIMUM 10' X 10' AND MAXIMUM 15' X 15'. PLAN JOINT LAYOUT AROUND CURB RETURNS AND OTHER IRREGULAR FEATURES SUCH THAT JOINTS ARE PERPENDICULAR TO CURBS OR CONCRETE EDGES.

XV. 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.

XVI. CURB JOINTS ARE TO BE TOOL JOINTS EXCEPT FOR EVERY 6TH CONTROL JOINT, WHICH IS TO BE AN EXPANSION JOINT. UTILIZE EXPANSION JOINTS AT ALL JOINTS BETWEEN NEW AND EXISTING CURB-AND-GUTTER.

XVII. CONCRETE FILLETS ARE TO BE PLACED INTEGRAL WITH ADJACENT CONCRETE CURB.

XVIII. UTILIZE SAWCUT OR TOOL JOINTS IN SIDEWALK SPACED EVERY 5.0' WITH AN EXPANSION JOINT FOR EVERY 12TH JOINT OF SIDEWALK.

XIX. ALL CONCRETE PAVEMENT AND SIDEWALK SURFACES ARE TO BE BROOM FINISHED.

DRAINAGE NOTES:

1. CONTRACTOR IS TO ENSURE POSITIVE SURFACE DRAINAGE THROUGHOUT PROJECT SITE WITH SPECIAL ATTENTION GIVEN TO SURFACE DRAINAGE AT ALL INTERSECTIONS.
2. 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.

PHASING NOTES:

A. CONSTRUCTION FOR THIS PROJECT WILL CONSIST OF TWO (2) PHASES. PHASE ONE (1) INCLUDES ALL IMPROVEMENTS TO BENTON STREET, AND MUST BE CONSTRUCTED FIRST. PHASE TWO (2) INCLUDES ALL IMPROVEMENTS TO NEW YORK AVENUE, AND CONSTRUCTION OF PHASE TWO (2) CANNOT START UNTIL PHASE ONE (1) IS COMPLETE OR PROJECT ENGINEER GIVES WRITTEN PERMISSION TO START PHASE TWO (2) CONSTRUCTION SOONER.

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
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HORIZ.:	N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
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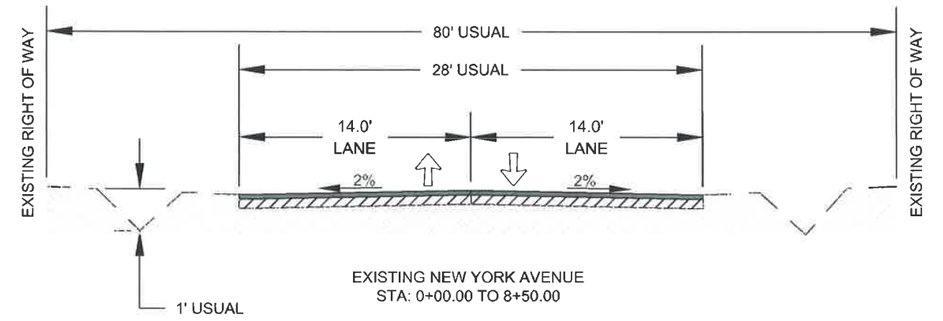
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NEW YORK AVENUE
PAVING BOND PROJECT
GERNERAL NOTES
3 OF 3

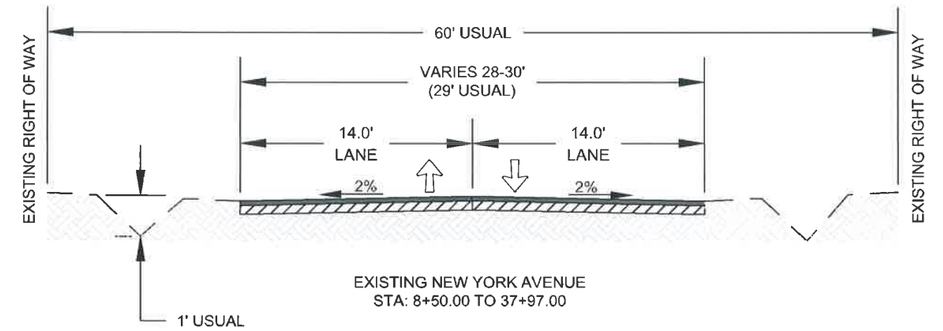
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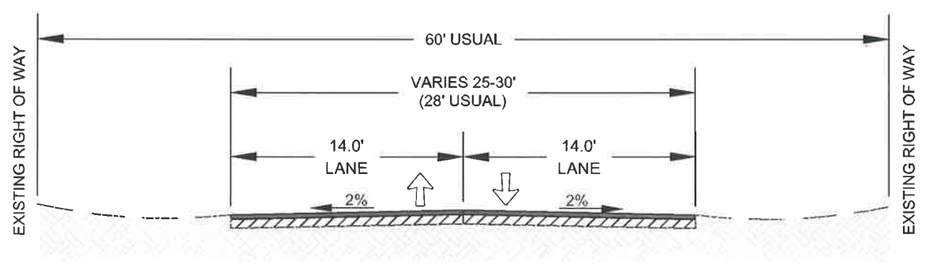
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EXISTING NEW YORK AVENUE
STA: 0+00.00 TO 8+50.00



EXISTING NEW YORK AVENUE
STA: 8+50.00 TO 37+97.00



EXISTING BENTON STREET
STA: 0+00.00 TO 19+79.00

STATE OF TEXAS
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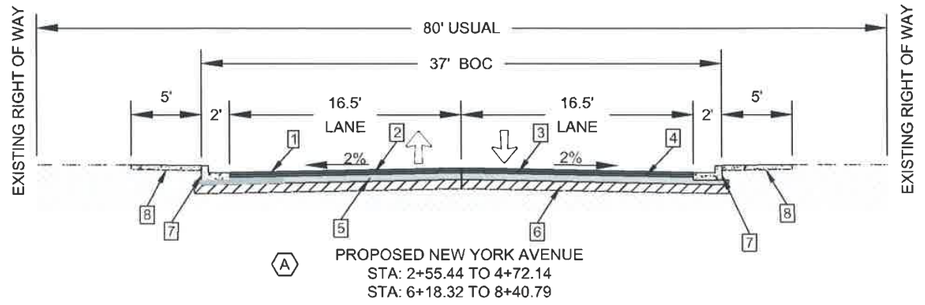
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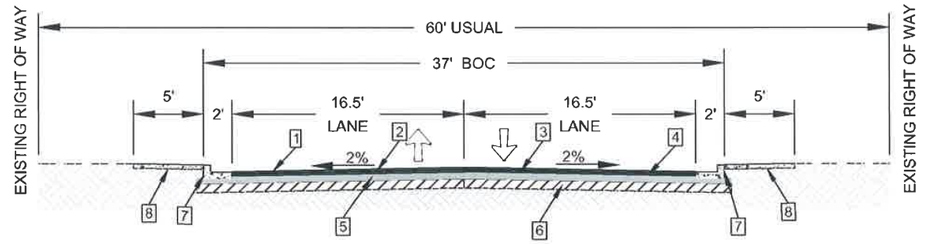
NEW YORK AVENUE
PAVING BOND PROJECT
TYPICAL SECTION
1 OF 2

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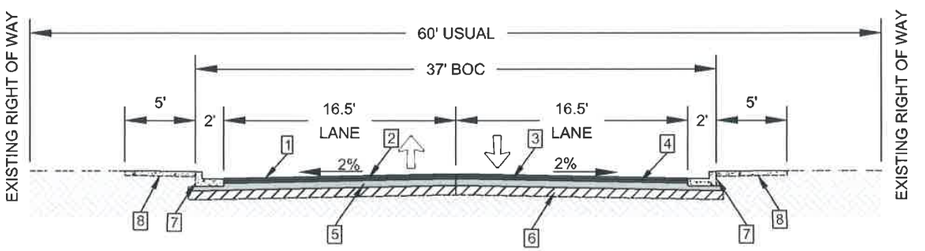
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Ⓐ PROPOSED NEW YORK AVENUE
STA: 2+55.44 TO 4+72.14
STA: 6+18.32 TO 8+40.79



Ⓑ PROPOSED NEW YORK AVENUE
STA: 9+86.92 TO 12+51.57
STA: 12+17.77 TO 15+58.17
STA: 17+11.09 TO 19+21.91
STA: 20+68.16 TO 22+78.48
STA: 24+31.18 TO 25+28.16
STA: 25+28.16 TO 26+35.88
STA: 27+92.66 TO 29+98.88
STA: 31+50.19 TO 33+62.09
STA: 35+08.05 TO 38+45.55

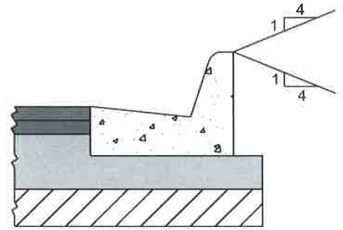


Ⓒ PROPOSED BENTON STREET
STA: 1+77.21 TO 4+07.05
STA: 5+52.21 TO 7+66.90
STA: 9+32.74 TO 11+66.90
STA: 13+12.22 TO 15+46.04
STA: 16+92.96 TO 20+02.91

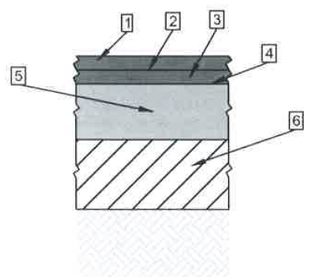
KEYED NOTES:

1) 2" TYPE C HMAC PAVEMENT
2) TACK COAT
3) 2" TYPE C HMAC PAVEMENT
4) PRIME COAT
5) 8" FLEXIBLE COMPACTED BASE (98% COMPACTED MAXIMUM DRY DENSITY)
6) 8" PROOF-ROLLED SUBGRADE
7) TYPE A STANDARD CURB AND GUTTER
8) FUTURE SIDEWALK BY OTHERS

TYPICAL DAYLIGHTING BEHIND CURB:



NOTE: FILL AND STABILIZE AREA BEHIND CURB AS NEEDED.



Ⓓ PROPOSED HALF CROWN AND SIDE STREET

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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Rev. No	Date	Description
1	7/13/21	REVISED CONTOURS AND ADDED GRADES.
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CHECKED: JCF
APPROVED: JCF
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HORIZ.: N/A
PROJECT NO. BP20-01
Date: JUNE 2021

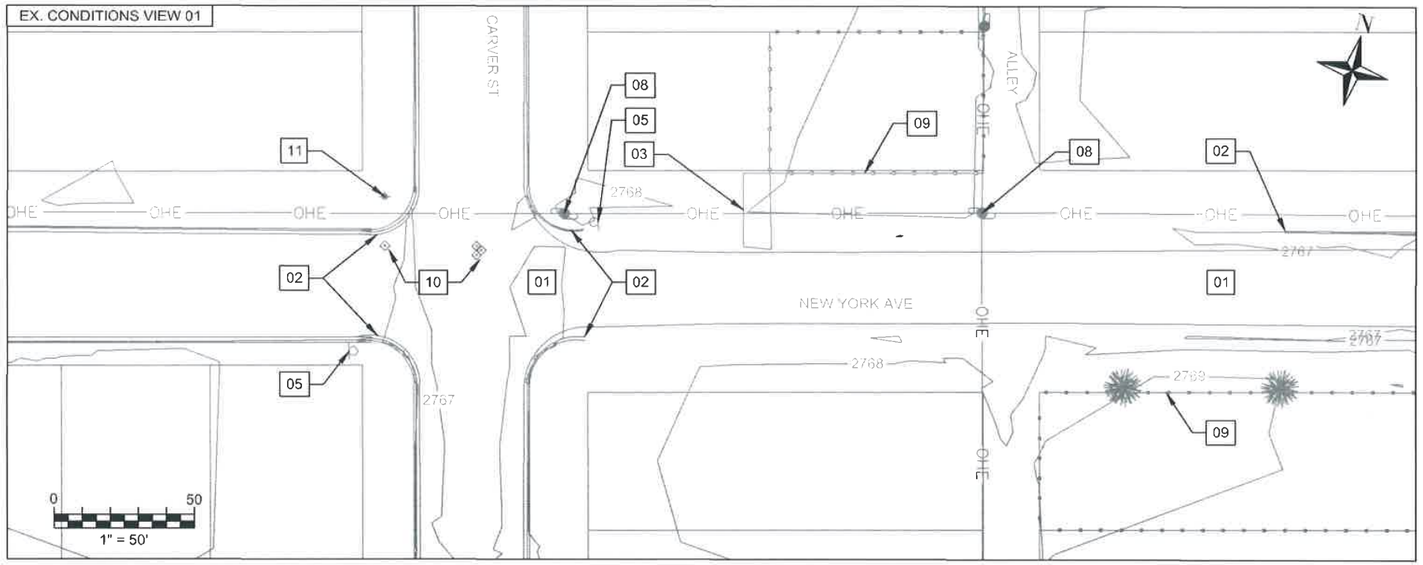
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NEW YORK AVENUE
PAVING BOND PROJECT
TYPICAL SECTION
2 OF 2

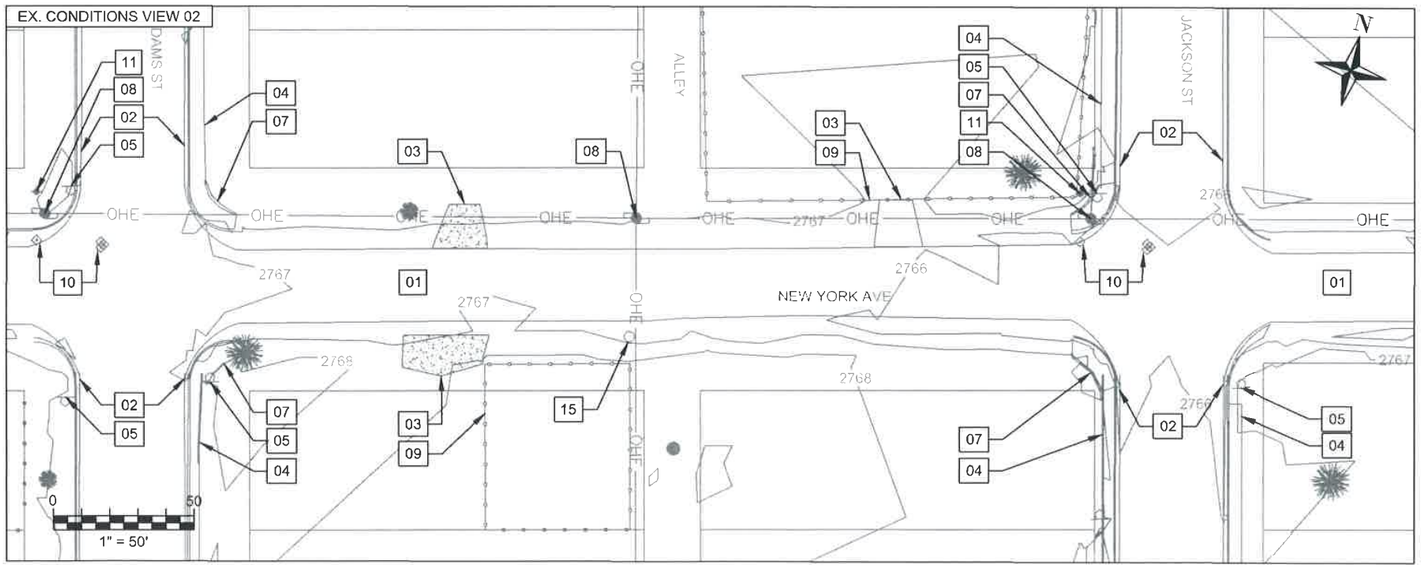
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EX. CONDITIONS VIEW 01



EX. CONDITIONS VIEW 02



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.

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JOSHUA C. FERGUSON
117692
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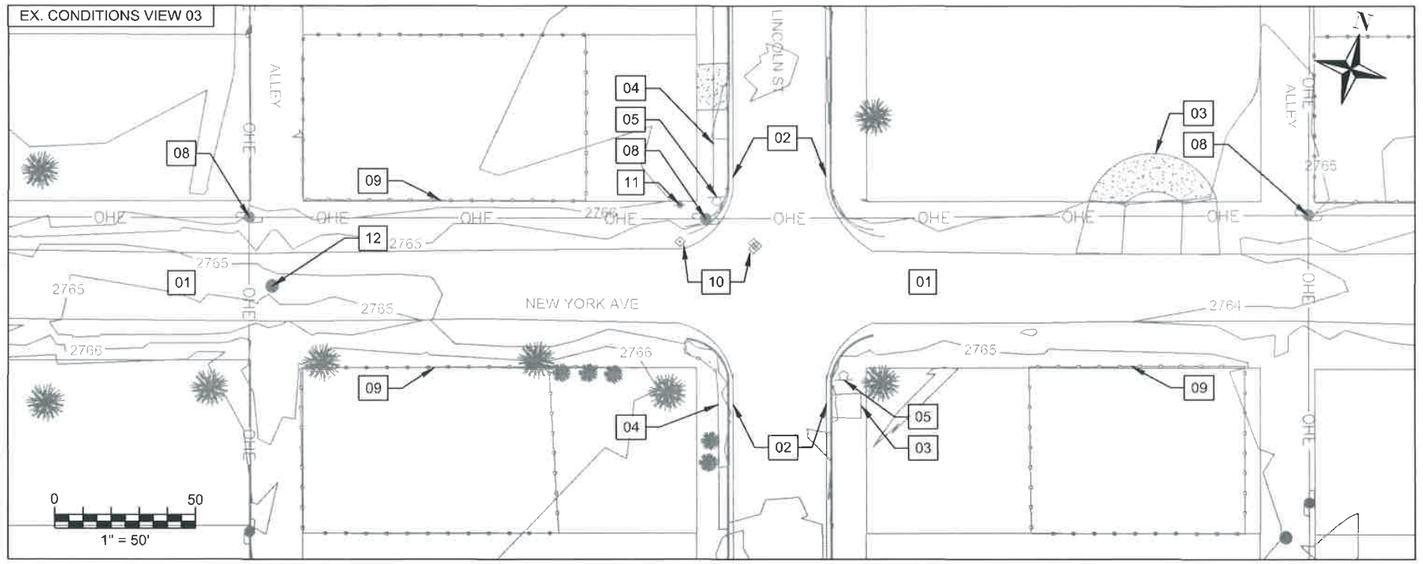
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Date: JUNE 2021

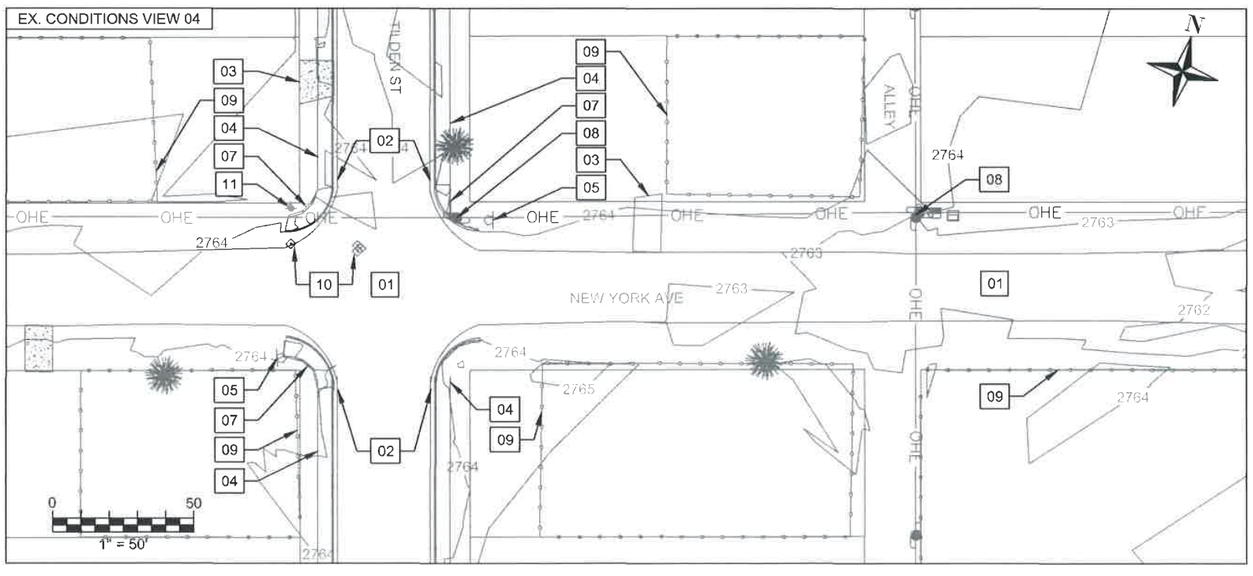
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NEW YORK AVENUE
PAVING BOND PROJECT
EXISTING CONDITIONS
1 OF 8

Scale: NTS
File : 2020\BP20-01 NEW YORK AVE

PACKET
10.211
August 10, 2021





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PROFESSIONAL ENGINEER
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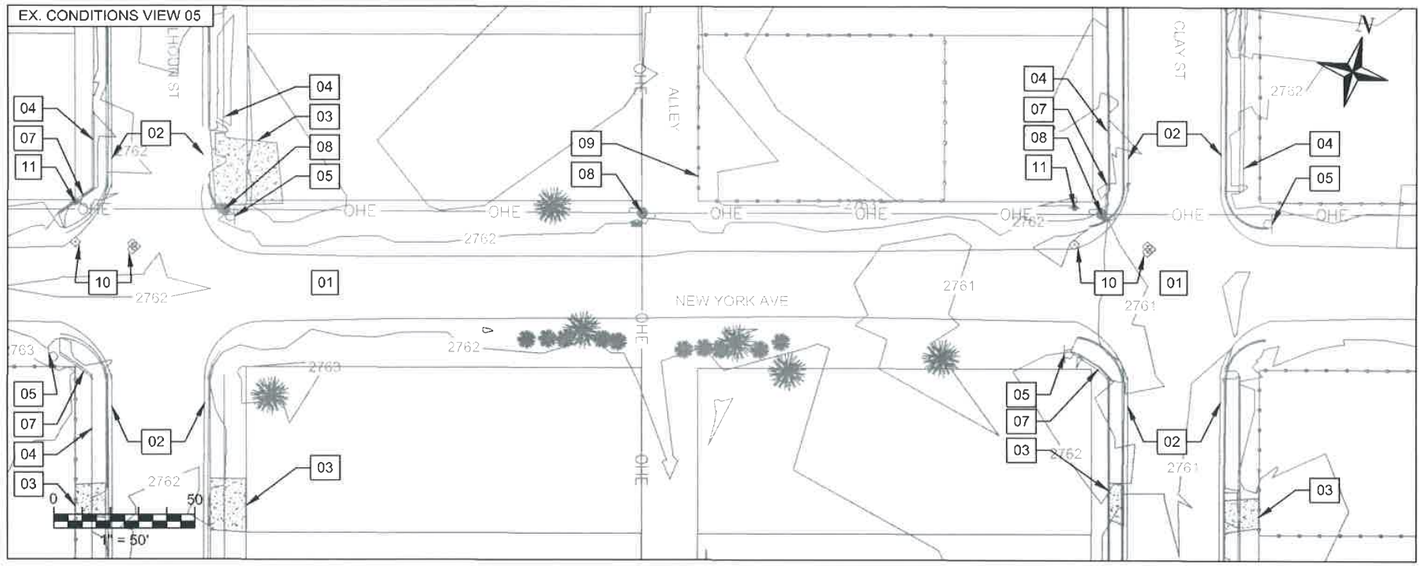
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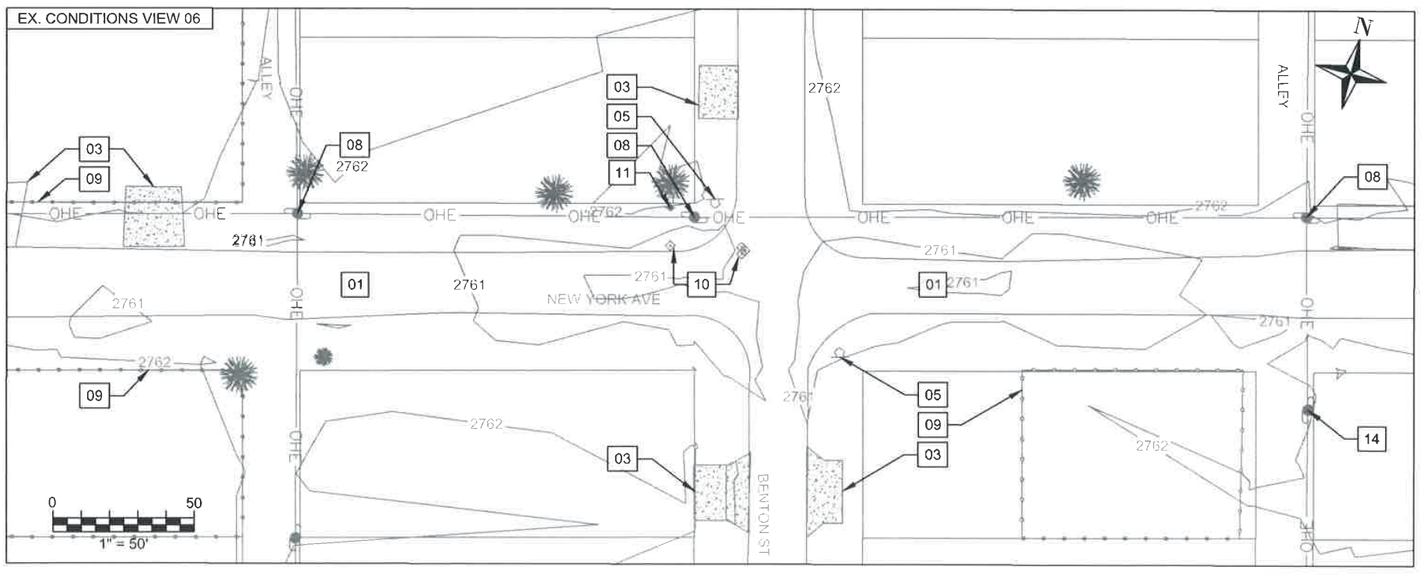
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NEW YORK AVENUE
PAVING BOND PROJECT
EXISTING CONDITIONS
2 OF 8

Scale: NTS
File : 2020\BP20-01 NEW YORK AVE

PACKET
10.212
August 10, 2021





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Date: JUNE 2021

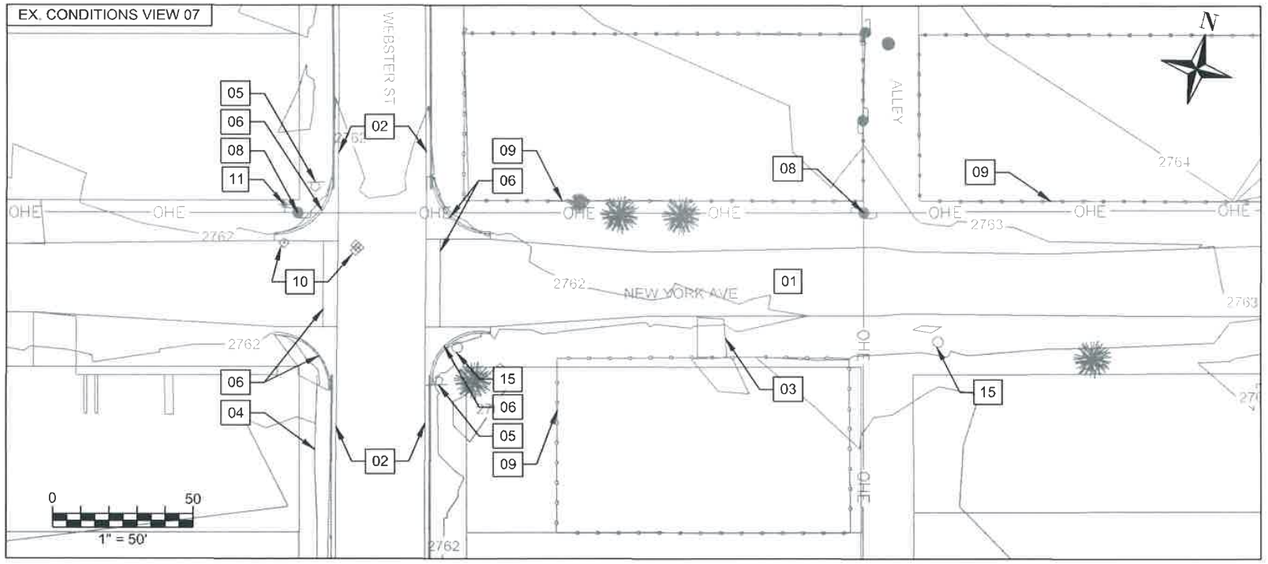
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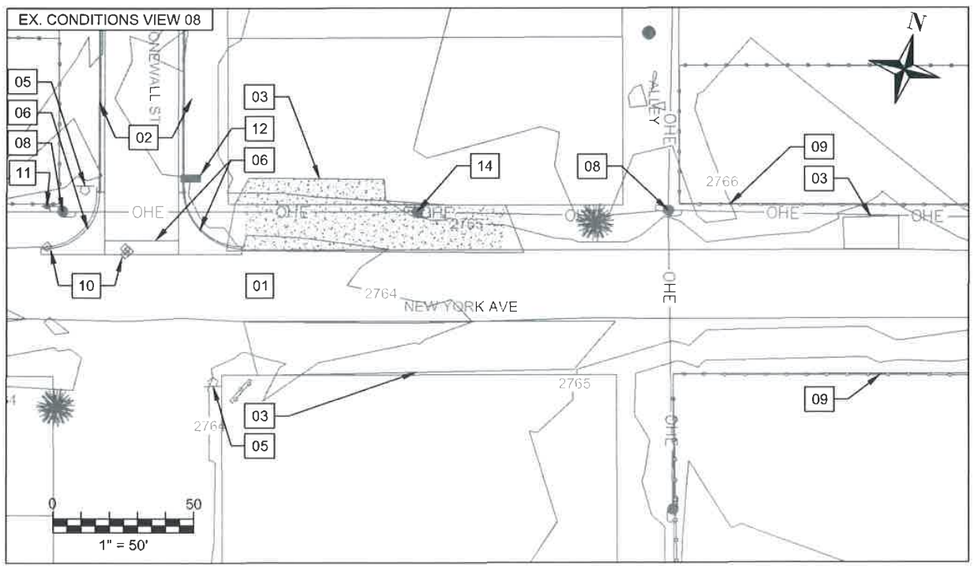
NEW YORK AVENUE
PAVING BOND PROJECT
EXISTING CONDITIONS
3 OF 8

Scale: NTS
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OF 83

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PROFESSIONAL ENGINEER
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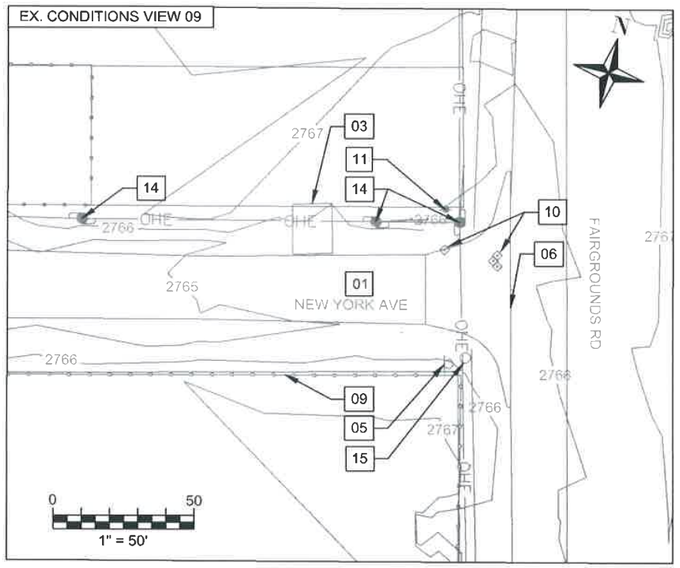
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PROJECT NO. BP20-01
Date: JUNE 2021

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NEW YORK AVENUE
PAVING BOND PROJECT
EXISTING CONDITIONS
4 OF 8

Scale: NTS | File: 2020BP20-01 NEW YORK AVE

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REVISED CONTOURS AND ADDED GRADES.	7/13/21	1
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Date: JUNE 2021

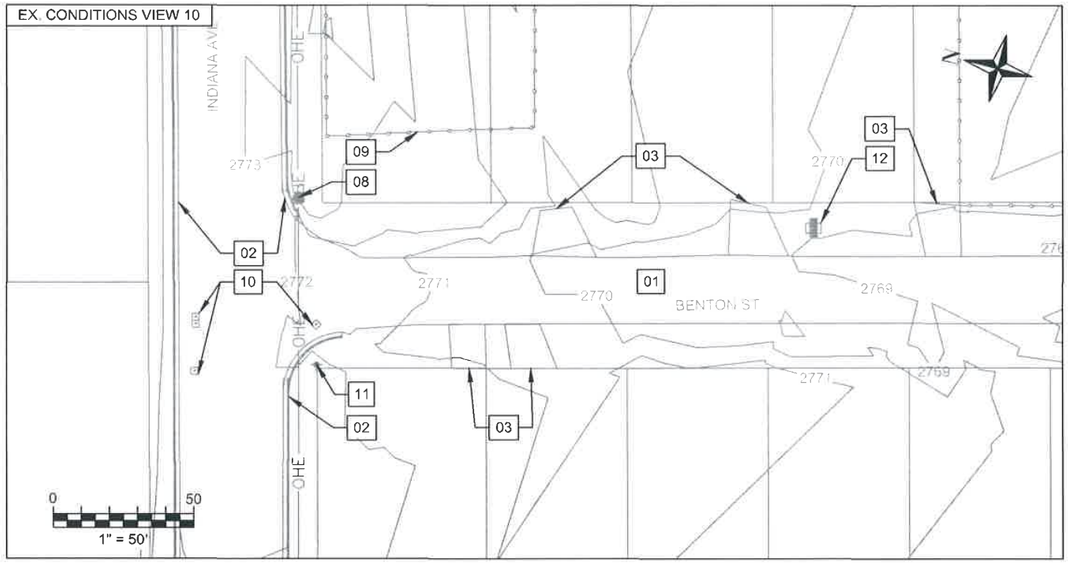
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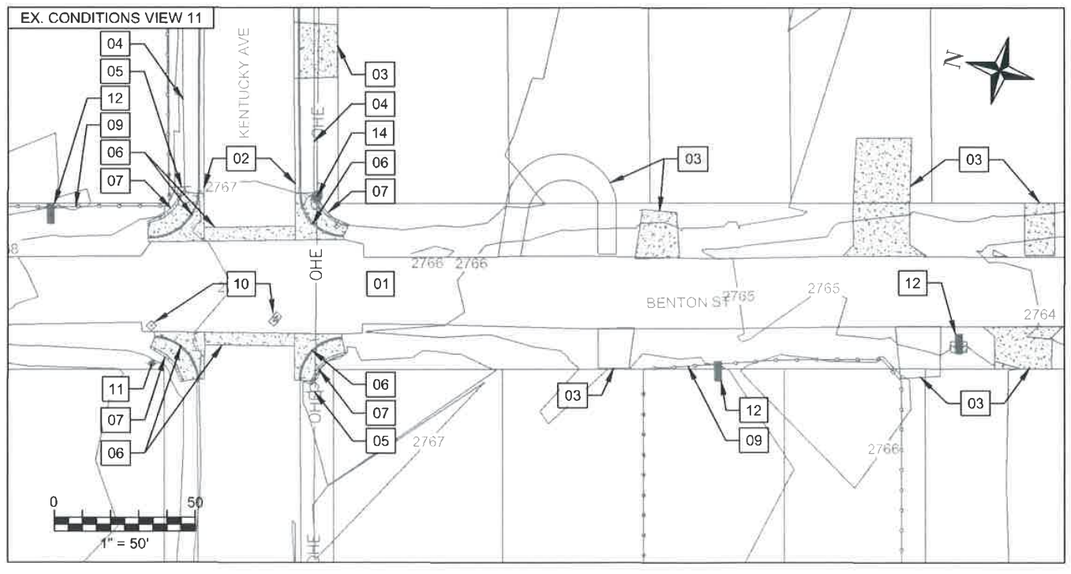
NEW YORK AVENUE
PAVING BOND PROJECT
EXISTING CONDITIONS
5 OF 8

Scale: NTS
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OF 83

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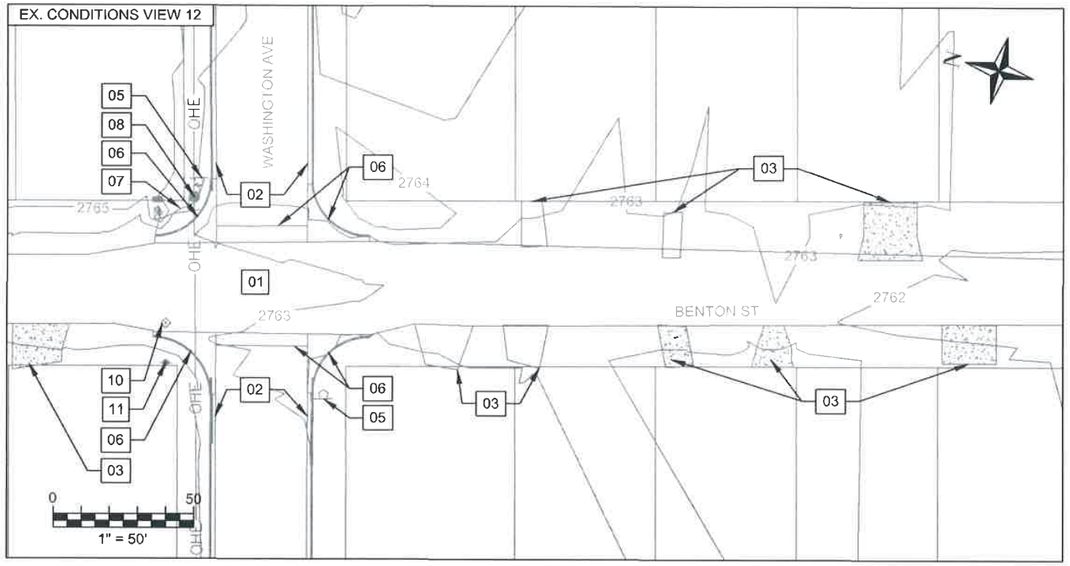
NEW YORK AVENUE
PAVING BOND PROJECT
EXISTING CONDITIONS
6 OF 8

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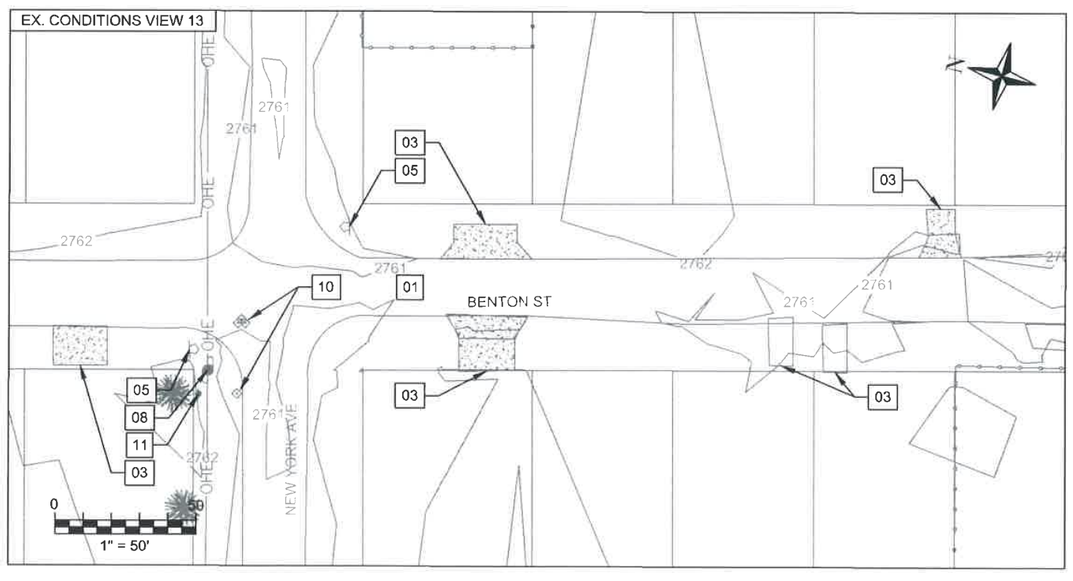
17
OF 83

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10.216
August 10, 2021

EX. CONDITIONS VIEW 12



EX. CONDITIONS VIEW 13



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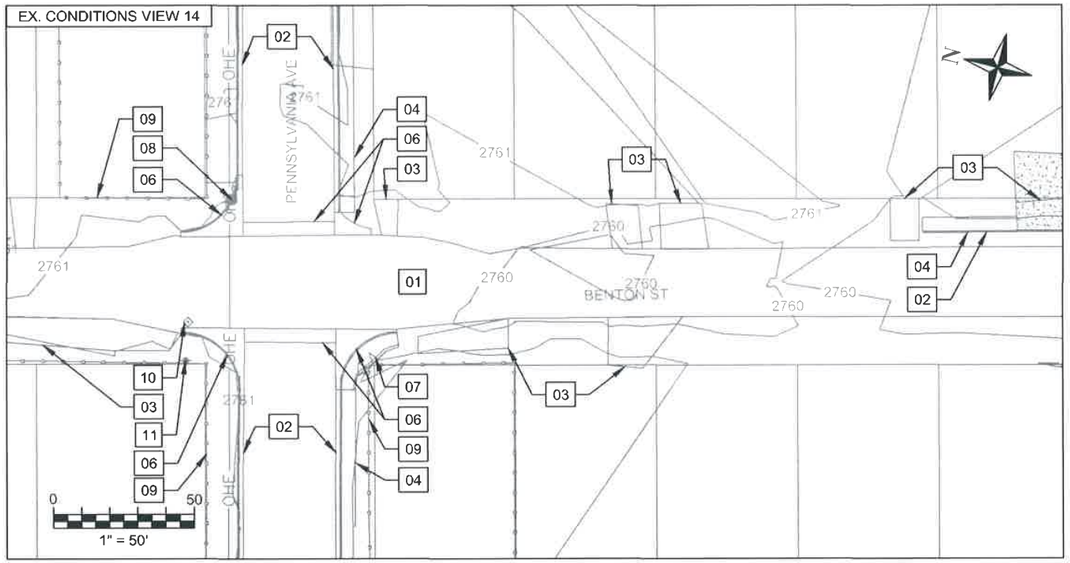
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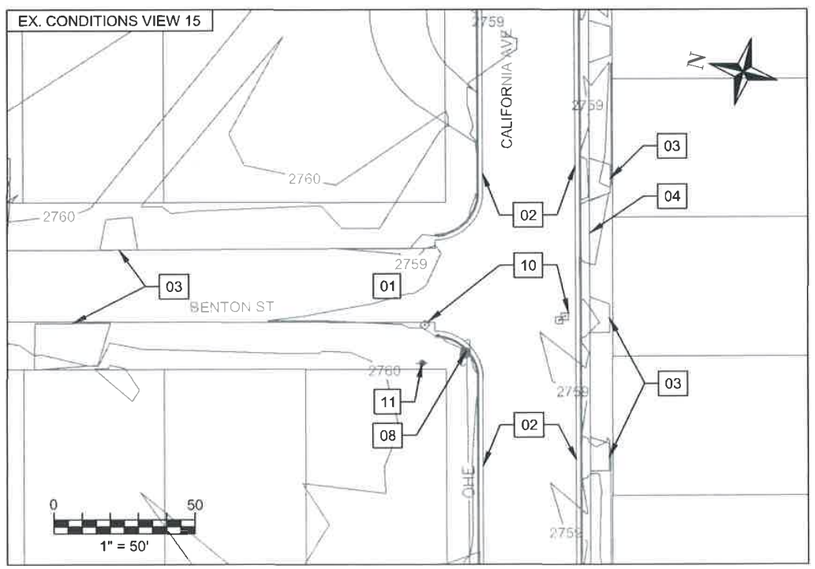
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NEW YORK AVENUE
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EXISTING CONDITIONS
7 OF 8

Scale: NTS
File : 2020\BP20-01 NEW YORK AVE

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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 ONSITE FIELD VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN EXCAVATION IS TAKING PLACE NEAR THESE LINES.

C) ALL EXISTING TREES ARE TO REMAIN UNLESS OTHER WISE NOTED AND ARE TO BE UNDISTURBED DURING CONSTRUCTION ACTIVITY. CONTRACTOR IS TO NOTIFY ENGINEER OF ANY ISSUES OR CONFLICTS WITH EXISTING TREES AND WAIT FOR DIRECTION FROM ENGINEER PRIOR TO PERFORMING ANY ACTIVITY THAT MIGHT HARM A TREE.

EXISTING CONDITIONS KEYED NOTES:

1) EXISTING ASPHALT PAVEMENT
2) EXISTING CURB & GUTTER
3) EXISTING DRIVEWAY
4) EXISTING SIDEWALK
5) EXISTING STREET SIGN
6) EXISTING FILLET AND VALLEY GUTTER
7) EXISTING ADA RAMP
8) EXISTING UTILITY POLE TO BE RELOCATED BY OTHERS
9) EXISTING PRIVATE FENCE LINE
10) EXISTING WATER VALVE COVER
11) EXISTING FIRE HYDRANT
12) EXISTING WASTEWATER MANHOLE COVER
13) EXISTING MAILBOX & CONCRETE BASE
14) EXISTING UTILITY POLE TO REMAIN
15) EXISTING AT&T MANHOLE VAULT TO REMAIN

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

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REVISED CONTOURS AND ADDED GRADES	7/13/21	1
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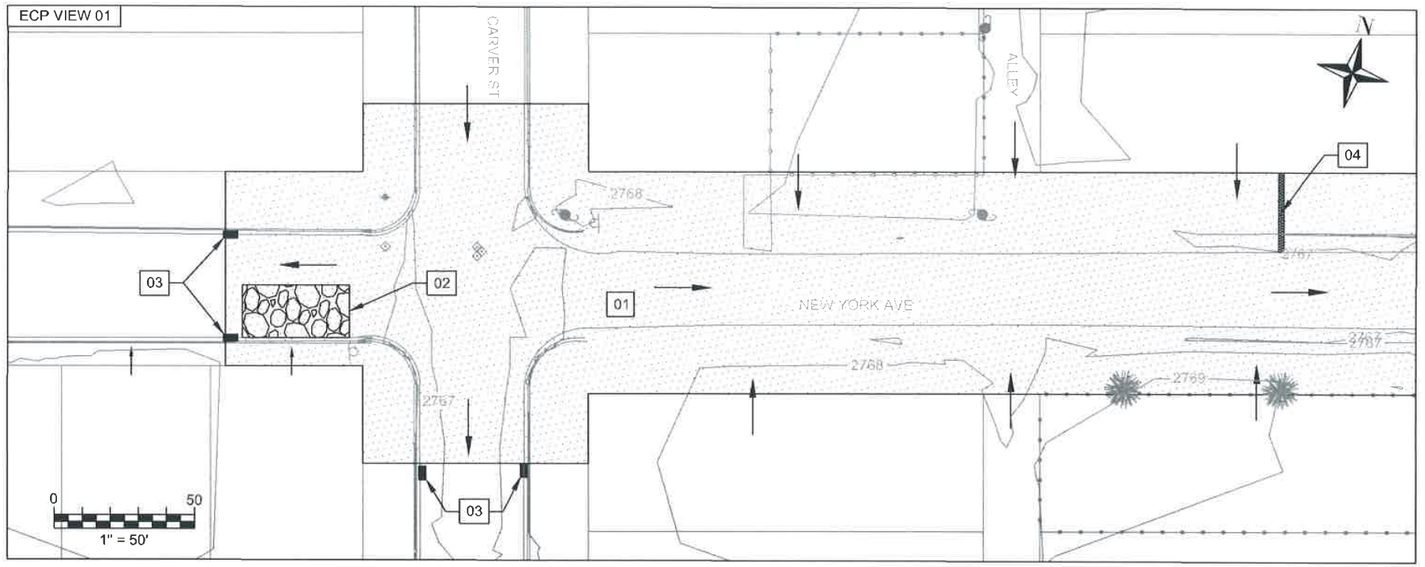
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PAVING BOND PROJECT
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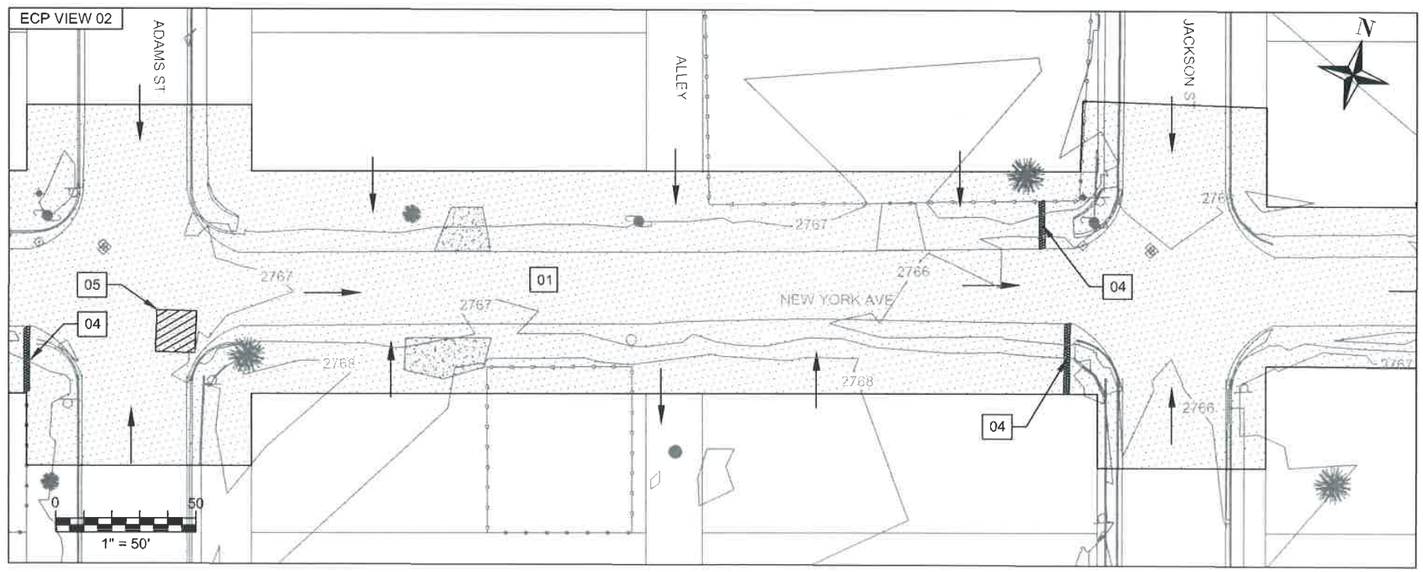
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August 10, 2021





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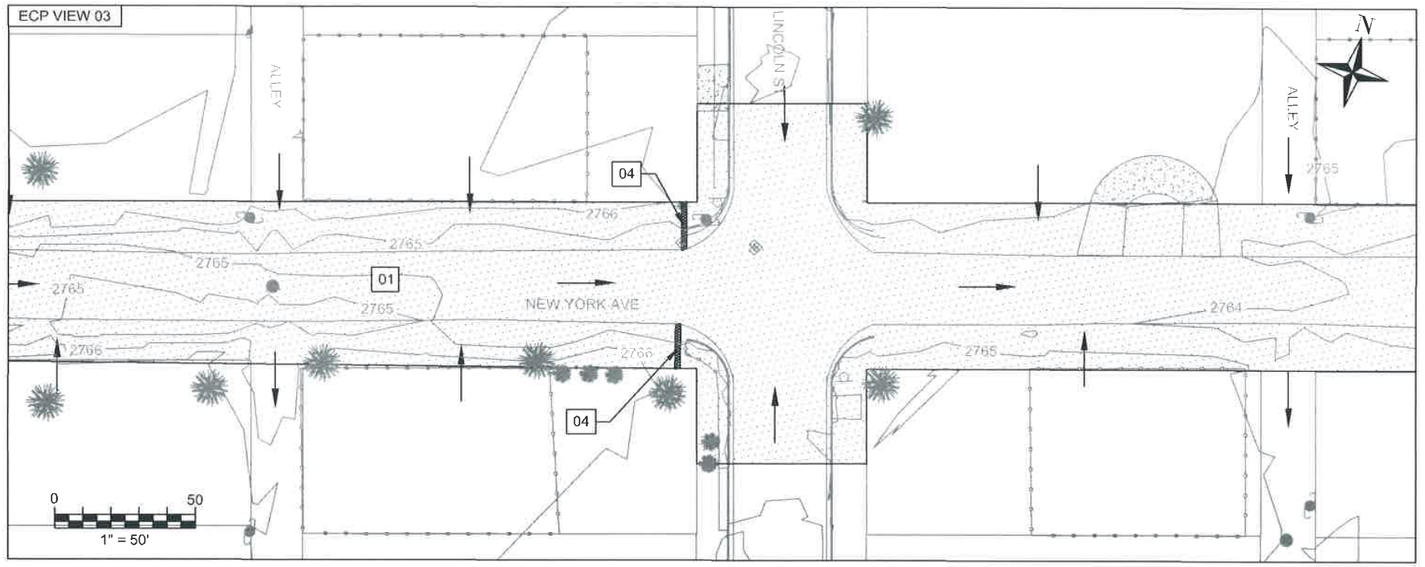
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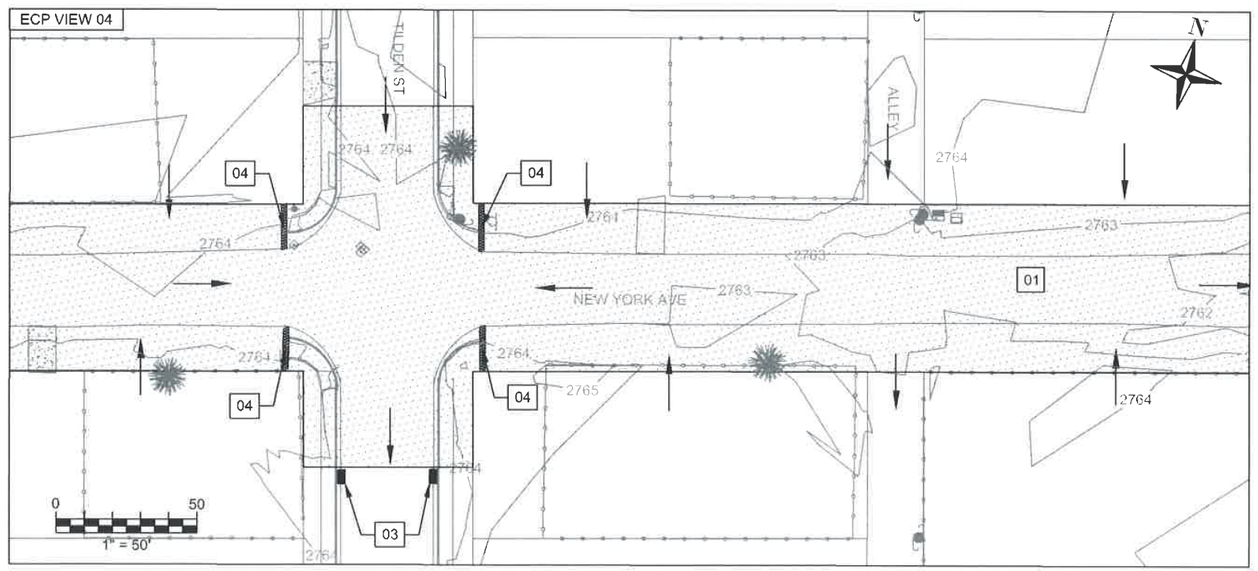
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EROSION CONTROL PLAN
1 OF 8

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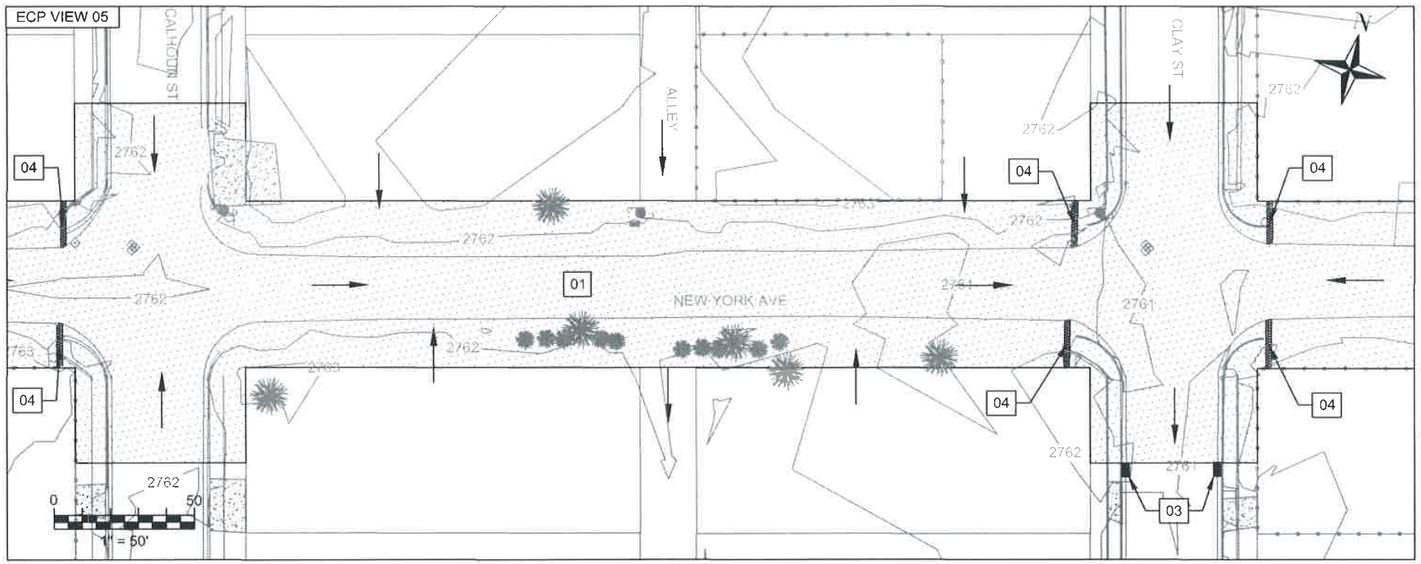
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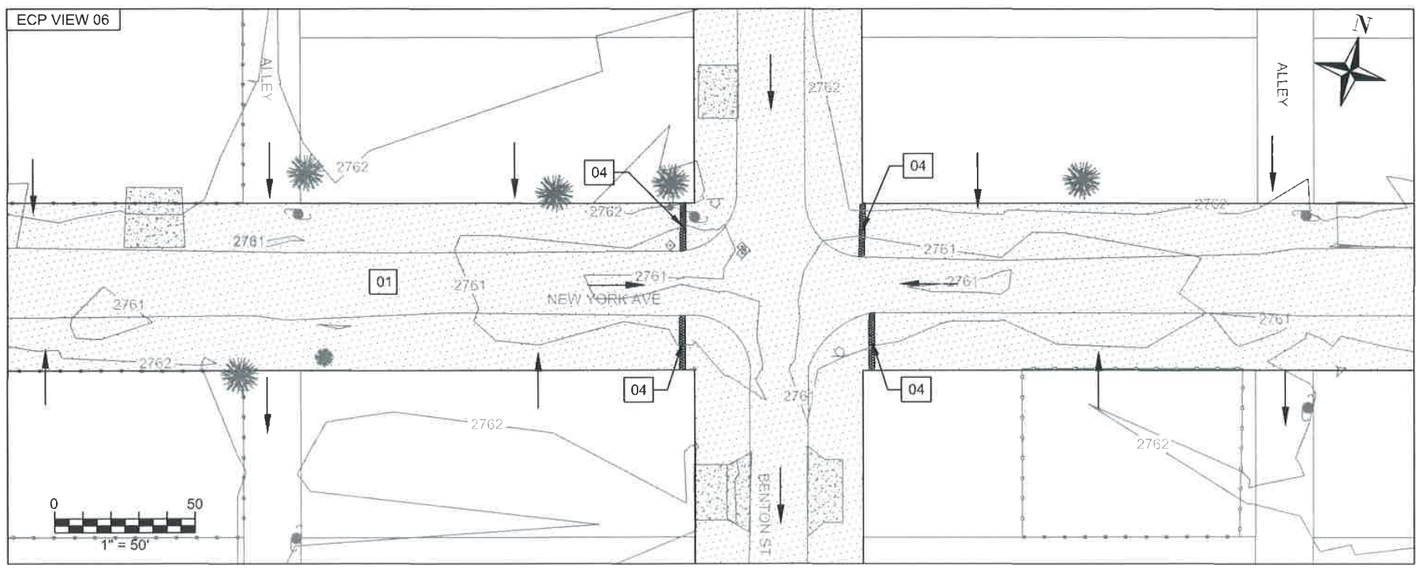
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NEW YORK AVENUE
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2 OF 8

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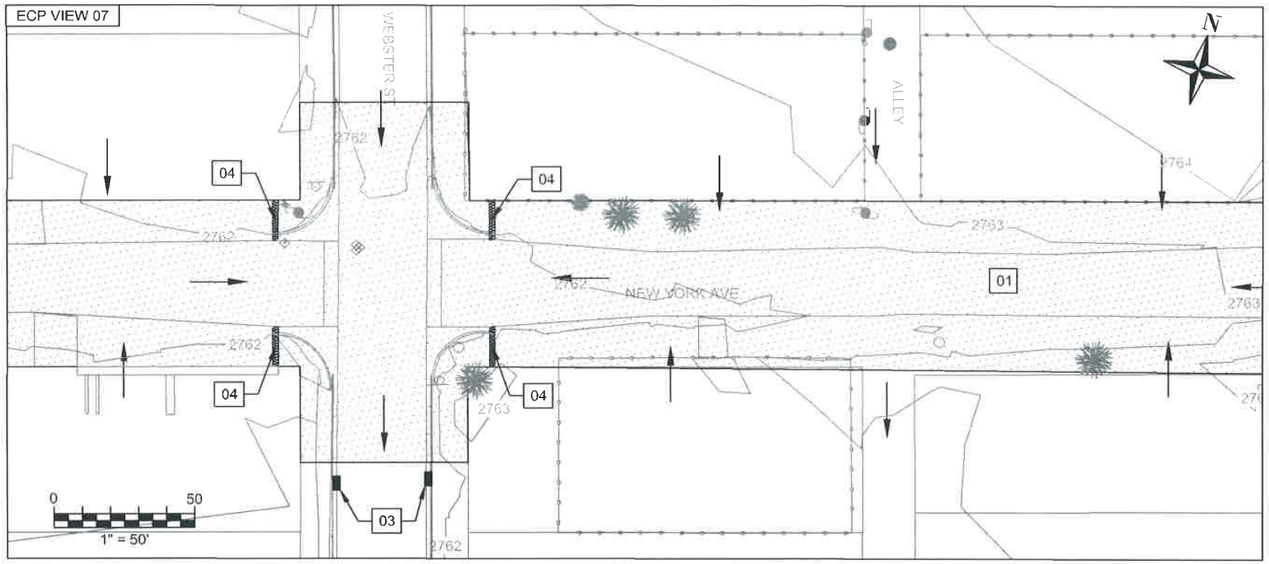
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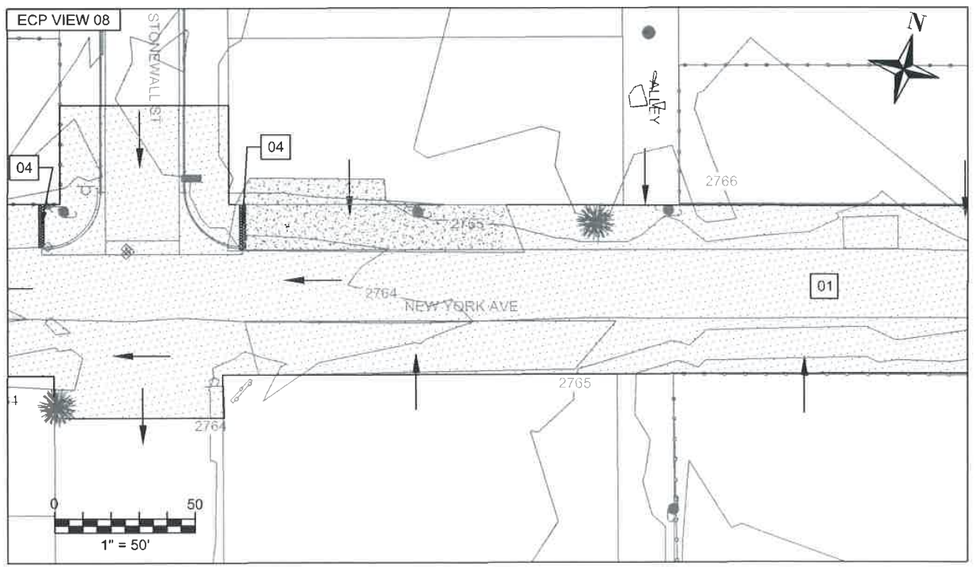
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EROSION CONTROL PLAN
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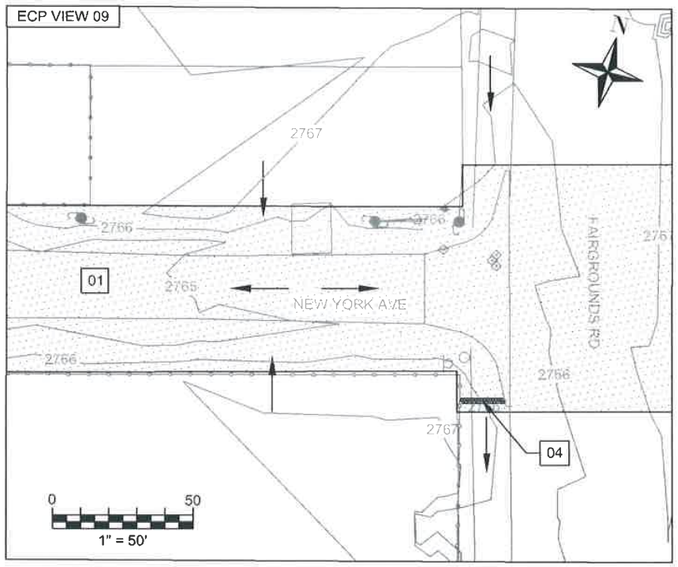
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NEW YORK AVENUE
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EROSION CONTROL PLAN
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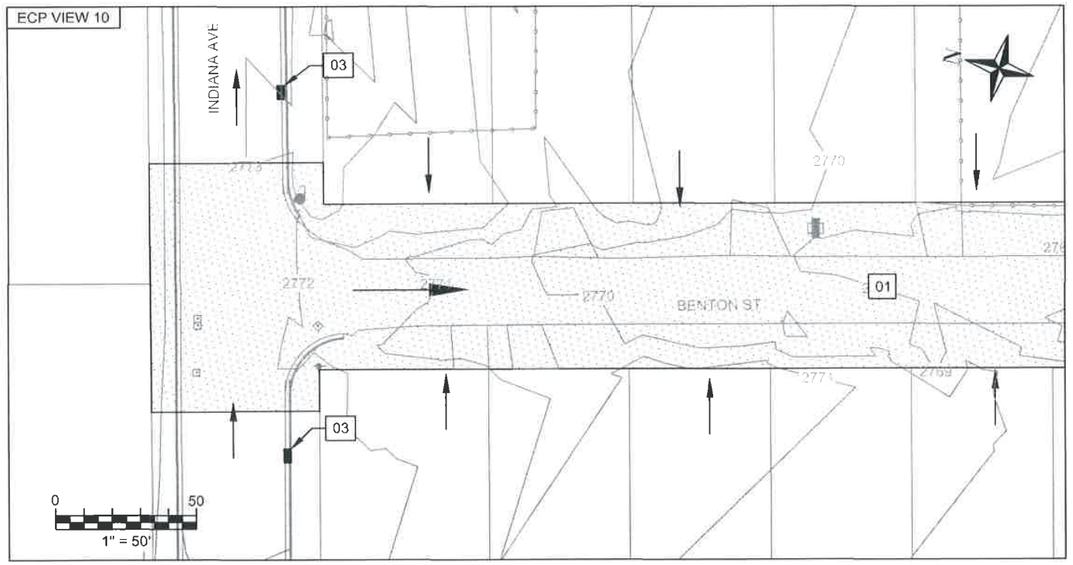
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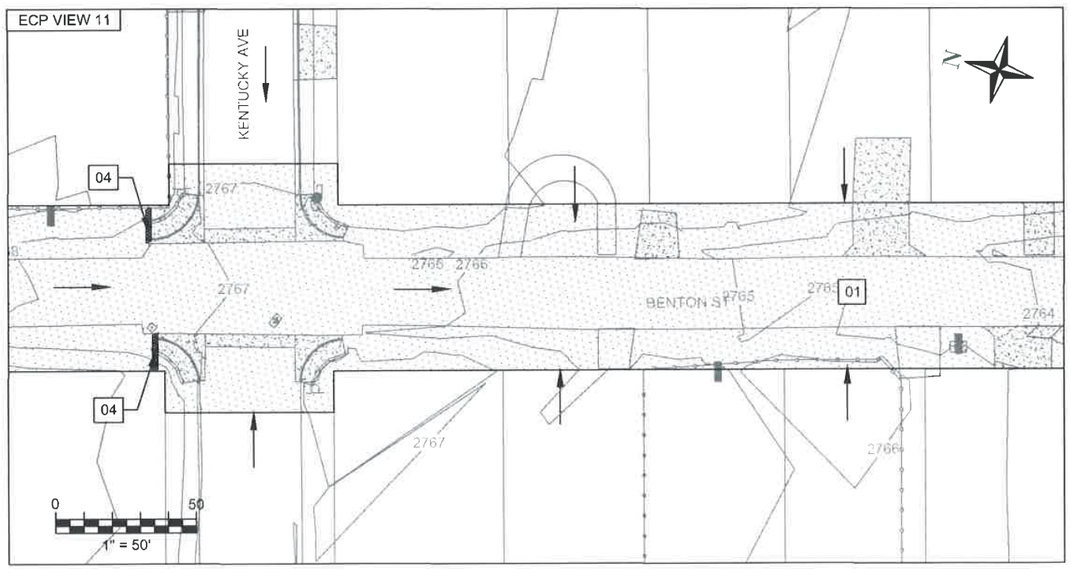
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EROSION CONTROL PLAN
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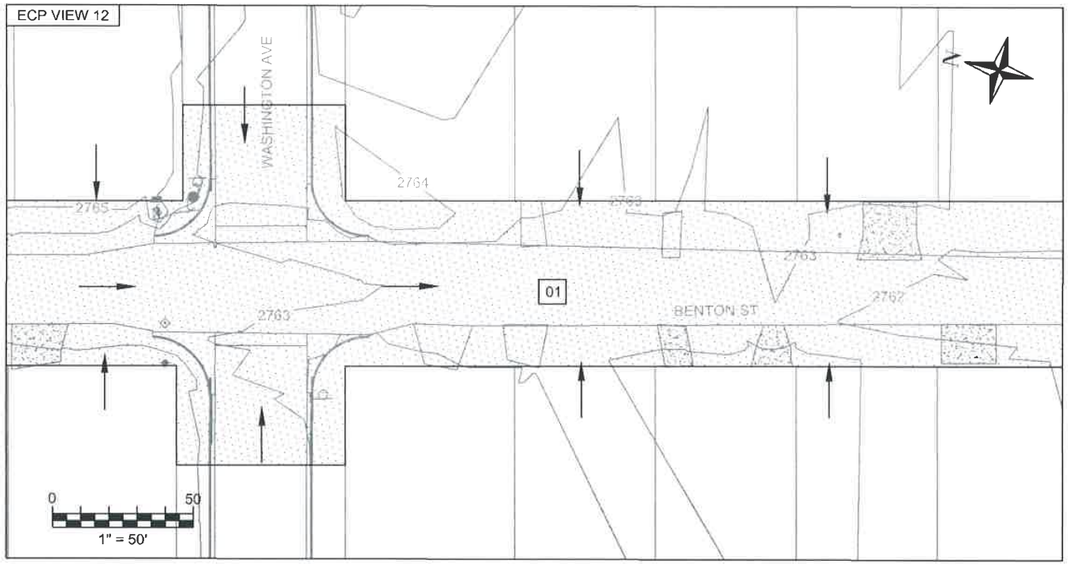
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EROSION CONTROL PLAN
6 OF 8

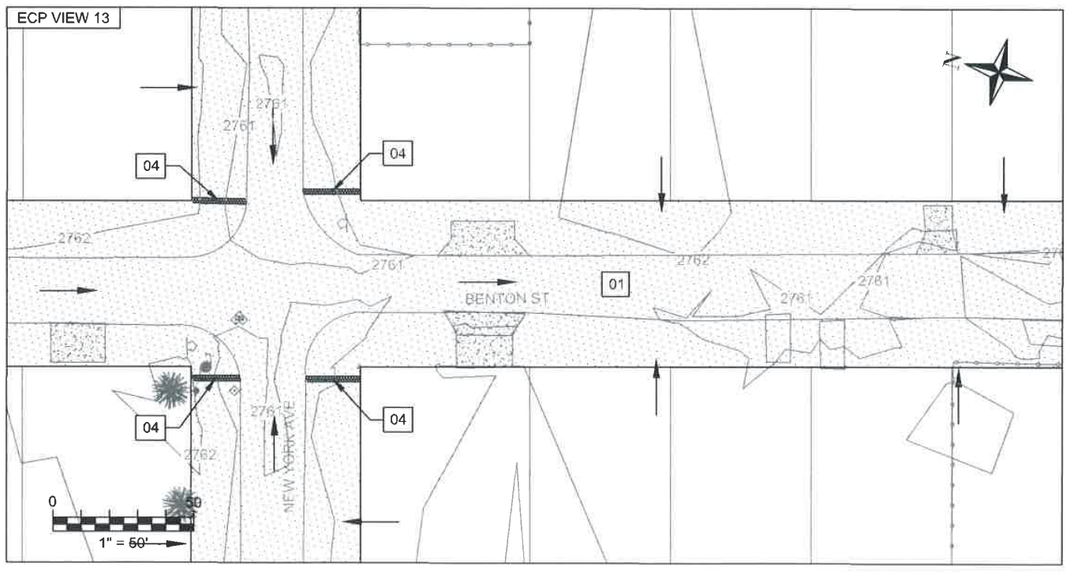
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10.224
August 10, 2021

ECP VIEW 12



ECP VIEW 13



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) ANY ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE TO BE LOCATED WITHIN EXISTING NEW YORK AVENUE AND BENTON STREET RIGHT-OF-WAYS DESIGNATED AS PART OF THE WORK ZONE AREA.

D) CONTRACTOR IS TO MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE THE PROJECT SITE ARE TO BE REMOVED PROMPTLY.

E) CONCRETE TRUCKS CANNOT UNDER ANY CIRCUMSTANCE WASHOUT IN THE UTILITY TRENCHES. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM THE PROJECT SITE.

F) 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 EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.

G) GENERAL PROJECT WORK ZONE AREA SHOWN FOR REFERENCE. ACTUAL PROJECT WORK ZONE AREA LIMITS TO BE DETERMINED PRIOR TO STARTING CONSTRUCTION ACTIVITY.

KEYED NOTES:

01 PROJECT AREA

02 CONSTRUCTION ENTRANCE(S) TO BE LOCATED AT LIMITS OF PROJECT WORK ZONE ON NEW YORK AVENUE OR BENTON STREET AS NEEDED.

03 PLACE SAND BAGS IN GUTTER FLOWLINE UPSTREAM OF CURB OPENINGS AND AT THE DOWNSTREAM LIMITS OF WORK ZONE AREA.

04 PLACE ROCK FILTER DAM ACROSS TRENCH UPSTREAM OF INTERSECTION.

05 LOCATE CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS ARE TO BE REMOVED FROM SITE.

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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REVISED CONTOURS AND ADDED GRADES.	7/13/21	1
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HORIZ.: 1:50
PROJECT NO. BP20-01
Date: JUNE 2021

MIDLAND Engineering Services

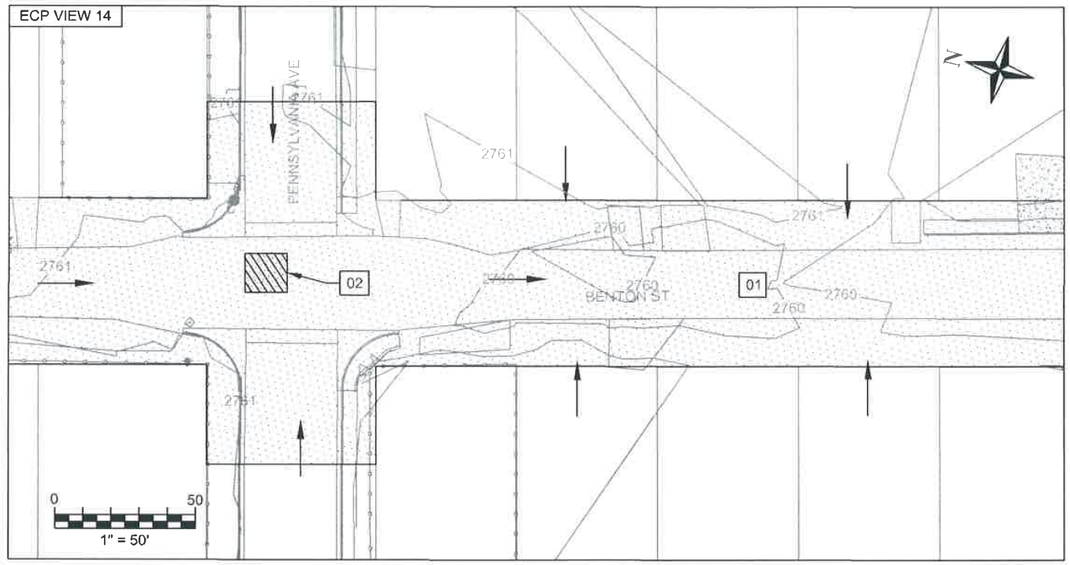
NEW YORK AVENUE
PAVING BOND PROJECT
EROSION CONTROL PLAN
7 OF 8

Scale: NTS
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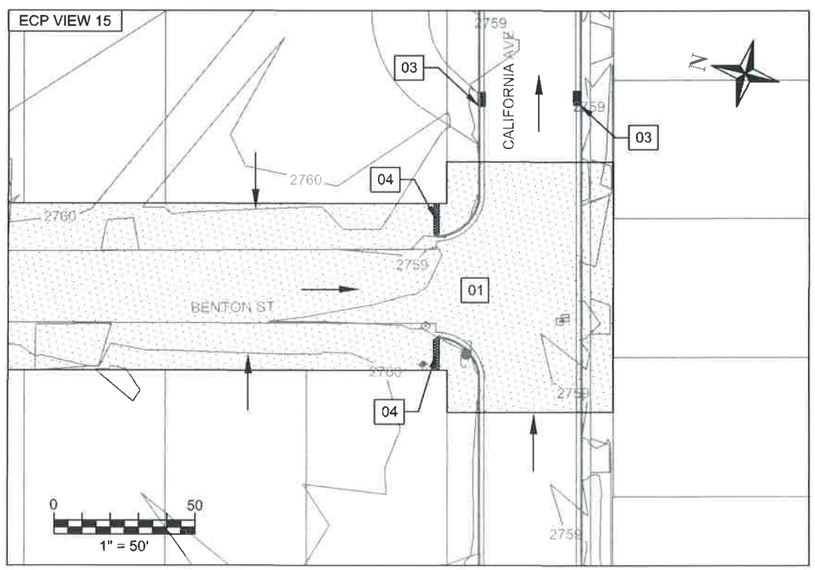
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ECP VIEW 14



ECP VIEW 15



EROSION CONTROL NOTES:

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STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
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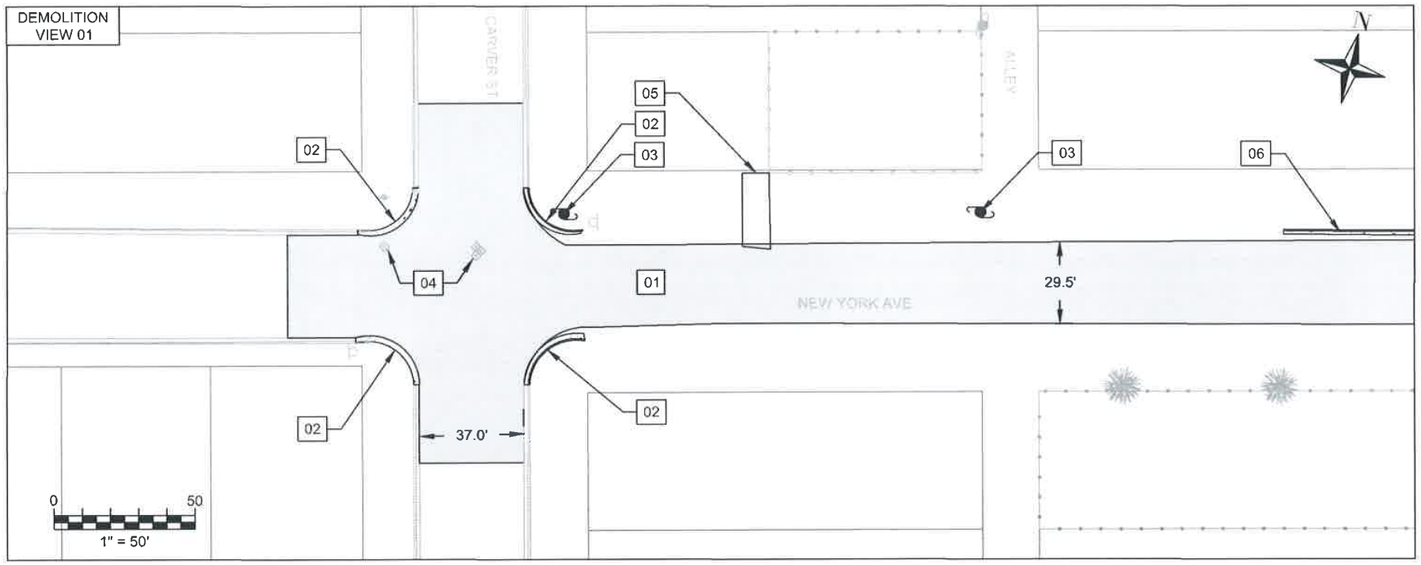
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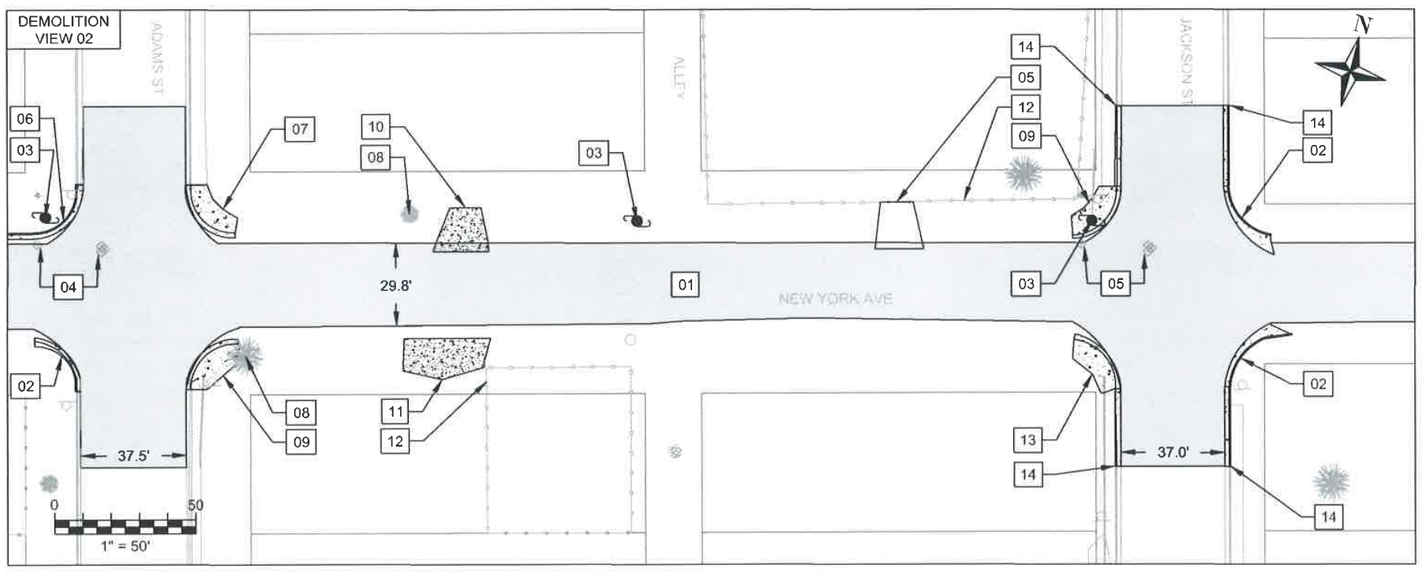
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NEW YORK AVENUE
PAVING BOND PROJECT
EROSION CONTROL PLAN
8 OF 8

Scale: NTS
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DEMOLITION KEYED NOTES:

01 REMOVE APPROXIMATELY 4175-SY EXISTING PAVEMENT.

02 REMOVE APPROXIMATELY 23.5-LF EXISTING CURB

03 EXISTING POWER POLE TO BE RELOCATED BY OTHERS.

04 EXISTING WATER VALVE CONCRETE RING TO BE REMOVED. COVER TO BE ADJUSTED TO FINISH GRADE.

05 REMOVE APPROXIMATELY 10-SY EXISTING UNPAVED DRIVEWAY MATERIAL.

06 REMOVE APPROXIMATELY 80.5-LF EXISTING CURB.

07 REMOVE APPROXIMATELY 29.4-LF EXISTING CURB. REMOVE APPROXIMATELY 19.8-SY EXISTING RAMP.

08 REMOVE EXISTING TREE OR TREES.

09 REMOVE APPROXIMATELY 29.0-LF EXISTING CURB. REMOVE APPROXIMATELY 21.6-SY EXISTING RAMP.

10 REMOVE APPROXIMATELY 27.3-SY EXISTING DRIVEWAY PAVEMENT.

11 REMOVE APPROXIMATELY 42.1-SY EXISTING DRIVEWAY PAVEMENT.

12 EXISTING FENCE TO REMAIN.

13 REMOVE APPROXIMATELY 27.1-LF EXISTING CURB. REMOVE APPROXIMATELY 20.7-SY EXISTING RAMP.

14 REMOVE APPROXIMATELY 30.0-LF EXISTING CURB.

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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.

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

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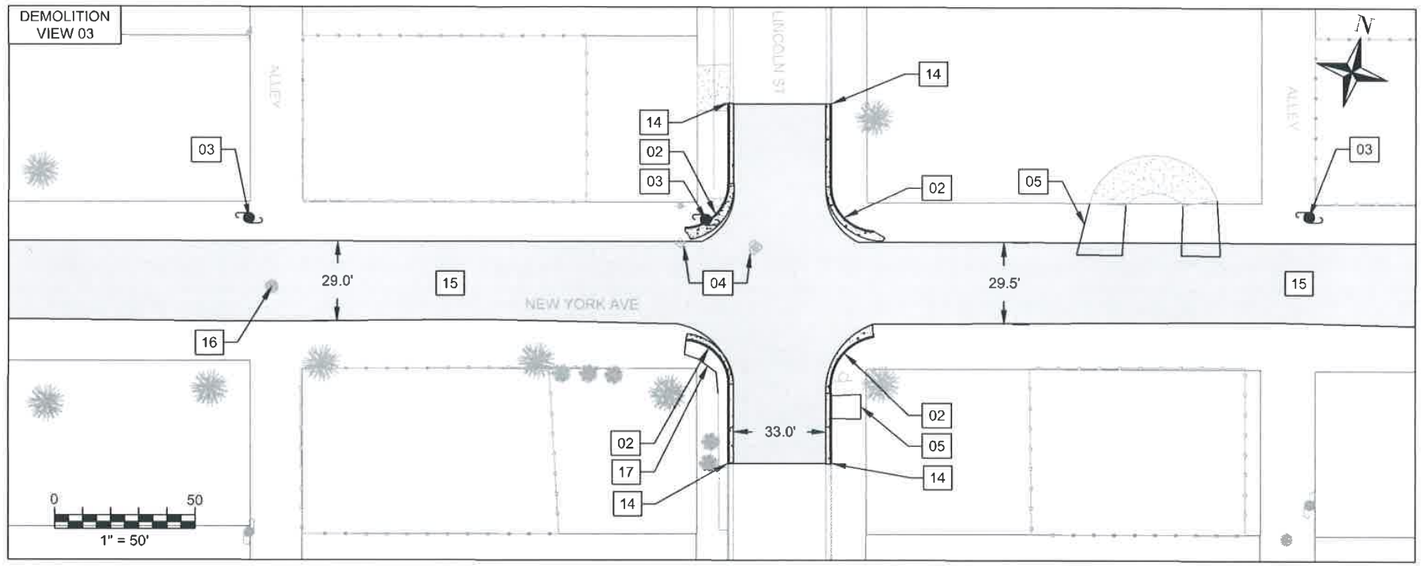
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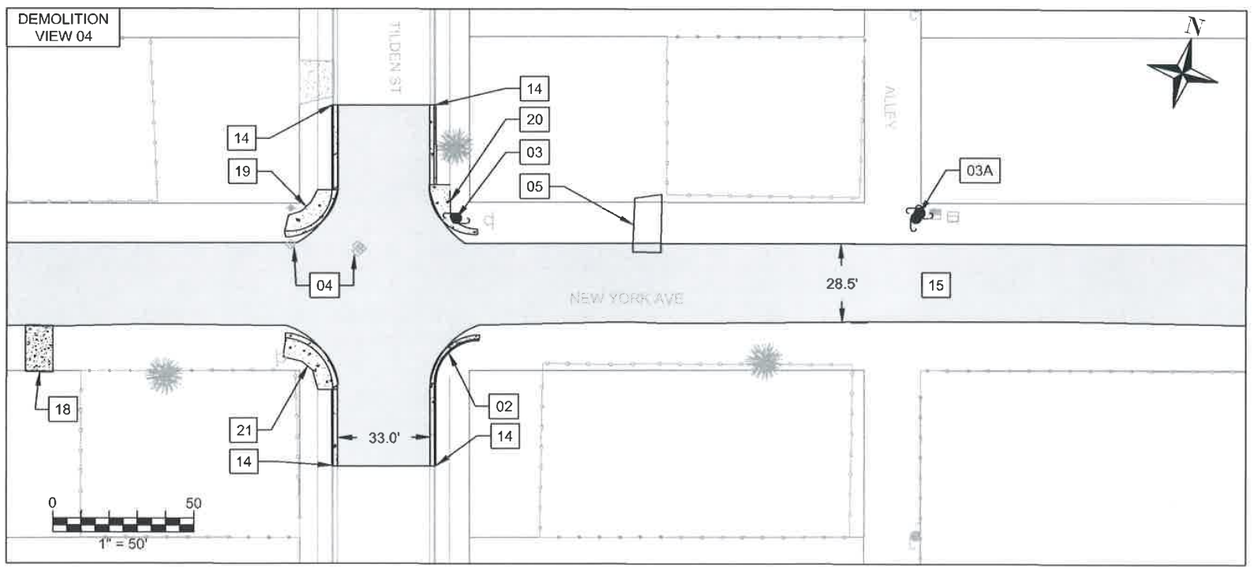
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NEW YORK AVENUE
PAVING BOND PROJECT
DEMOLITION PLAN
1 OF 8

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DEMOLITION KEYED NOTES:

02 REMOVE APPROXIMATELY 23.5-LF EXISTING CURB

03 EXISTING POWER POLE TO BE RELOCATED BY OTHERS.

03A 2 - EXISTING POWER POLE TO BE RELOCATED BY OTHERS.

04 EXISTING WATER VALVE CONCRETE RING TO BE REMOVED. COVER TO BE ADJUSTED TO FINISH GRADE.

05 REMOVE APPROXIMATELY 10-SY EXISTING UNPAVED DRIVEWAY MATERIAL.

08 REMOVE EXISTING TREE OR TREES.

12 EXISTING FENCE TO REMAIN.

14 REMOVE APPROXIMATELY 30.0-LF EXISTING CURB.

15 REMOVE APPROXIMATELY 3820-SY EXISTING PAVEMENT.

16 EXISTING WASTEWATER MANHOLE CONCRETE RING TO BE REMOVE. COVER TO BE ADJUSTED TO FINISHED GRADE.

17 REMOVE APPROXIMATELY 18.0-LF EXISTING FENCE.

18 REMOVE APPROXIMATELY 17.3-SY EXISTING DRIVEWAY PAVEMENT.

19 REMOVE APPROXIMATELY 27.5-LF EXISTING CURB. REMOVE APPROXIMATELY 17.4-SY EXISTING RAMP.

20 REMOVE APPROXIMATELY 28.5-LF EXISTING CURB. REMOVE APPROXIMATELY 11.5-SY EXISTING RAMP.

21 REMOVE APPROXIMATELY 30.5-LF EXISTING CURB. REMOVE APPROXIMATELY 20.8-SY EXISTING RAMP.

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STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
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PROFESSIONAL ENGINEER

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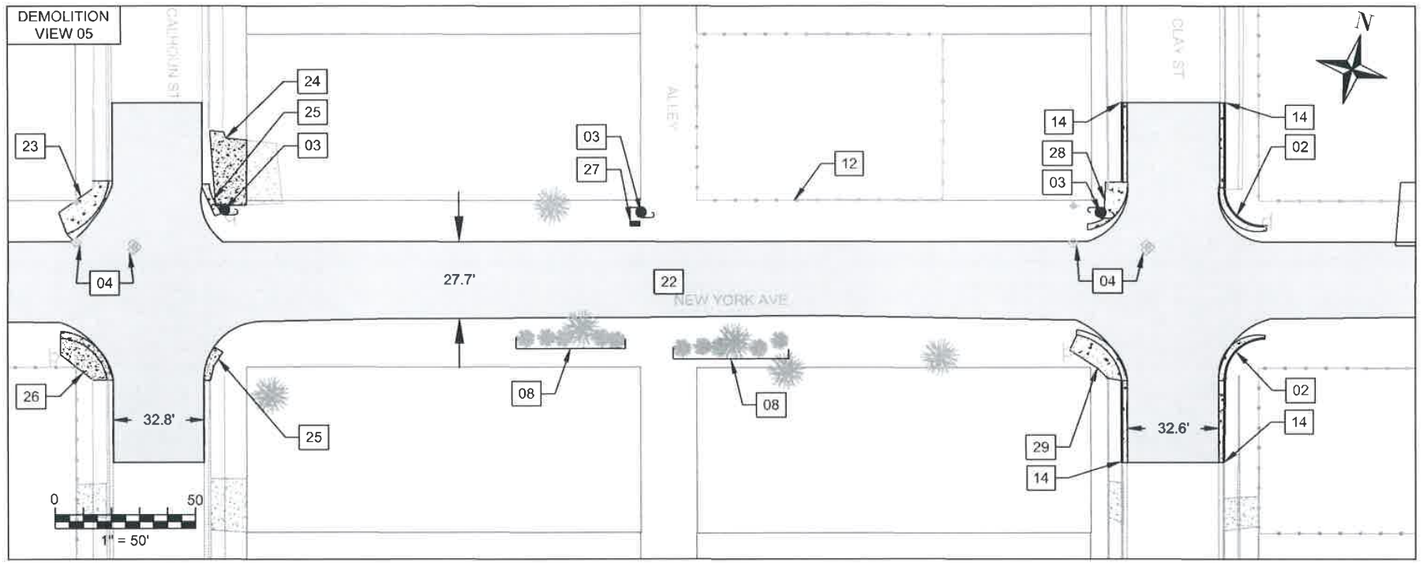
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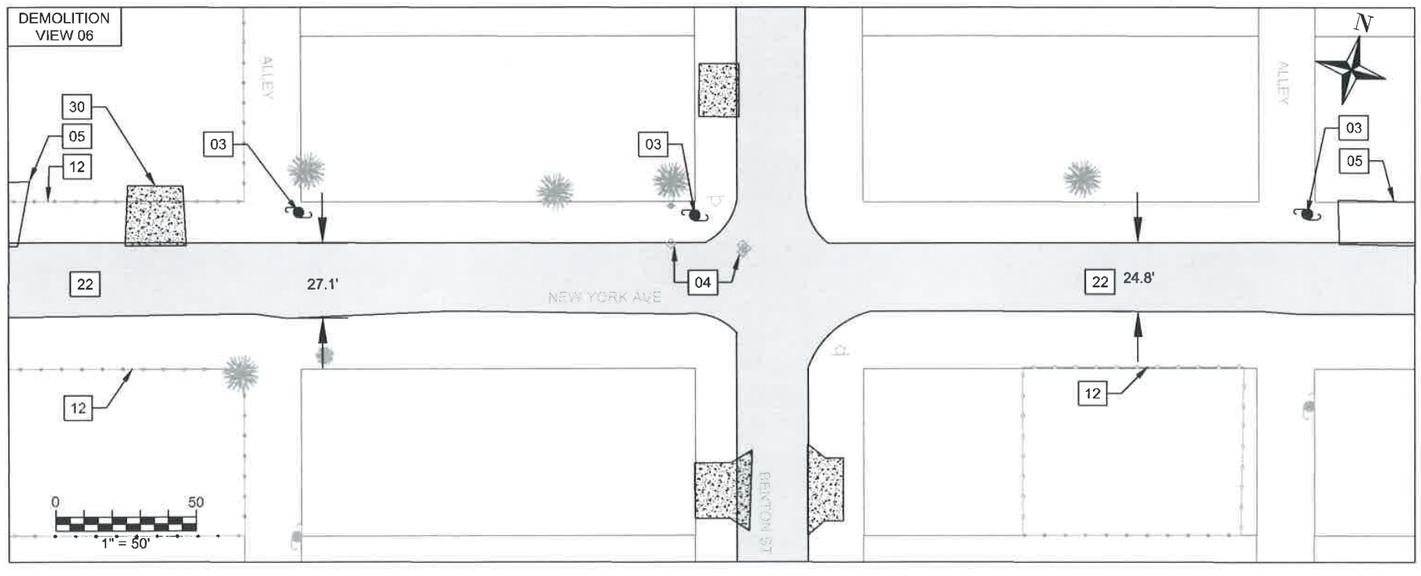
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NEW YORK AVENUE
PAVING BOND PROJECT
DEMOLITION PLAN
2 OF 8

Scale: NTS
File: 2020\BP20-01 NEW YORK AVE

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OF 83





DEMOLITION KEYED NOTES:

02 REMOVE APPROXIMATELY 23.5-LF EXISTING CURB

03 EXISTING POWER POLE TO BE RELOCATED BY OTHERS.

04 EXISTING WATER VALVE CONCRETE RING TO BE REMOVED. COVER TO BE ADJUSTED TO FINISH GRADE.

05 REMOVE APPROXIMATELY 10-SY EXISTING UNPAVED DRIVEWAY MATERIAL.

08 REMOVE EXISTING TREE OR TREES.

12 EXISTING FENCE TO REMAIN.

14 REMOVE APPROXIMATELY 30.0-LF EXISTING CURB.

21 REMOVE APPROXIMATELY 3750-SY EXISTING PAVEMENT.

23 REMOVE APPROXIMATELY 26.0-LF EXISTING CURB. REMOVE APPROXIMATELY 21.0-SY EXISTING RAMP.

24 REMOVE APPROXIMATELY 33.0-SY EXISTING DRIVEWAY PAVEMENT.

25 REMOVE APPROXIMATELY 12.5-LF EXISTING CURB

26 REMOVE APPROXIMATELY 28.0-LF EXISTING CURB. REMOVE APPROXIMATELY 20.6-SY EXISTING RAMP.

27 EXISTING ELECTRIC BOX TO BE RELOCATED BY OTHERS.

28 REMOVE APPROXIMATELY 24.1-LF EXISTING CURB. REMOVE APPROXIMATELY 11.0-SY EXISTING RAMP.

29 REMOVE APPROXIMATELY 27.5-LF EXISTING CURB. REMOVE APPROXIMATELY 20.2-SY EXISTING RAMP.

30 REMOVE APPROXIMATELY 49.7-SY EXISTING DRIVEWAY PAVEMENT.

DEMOLITION NOTES:

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STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
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PROFESSIONAL ENGINEER

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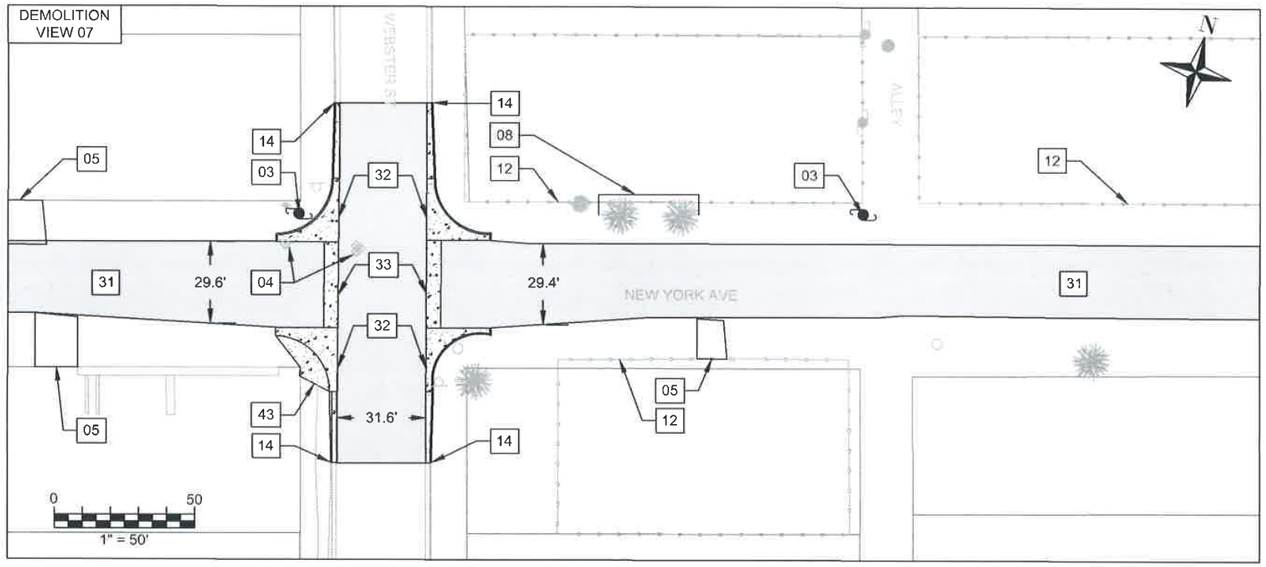
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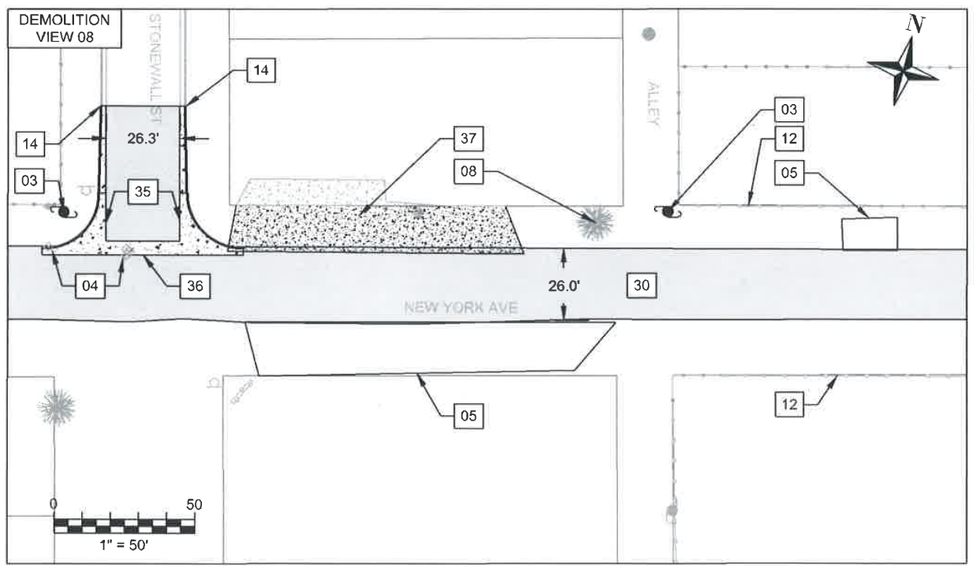
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NEW YORK AVENUE
PAVING BOND PROJECT
DEMOLITION PLAN
3 OF 8

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DEMOLITION KEYED NOTES:

03 EXISTING POWER POLE TO BE RELOCATED BY OTHERS.

04 EXISTING WATER VALVE CONCRETE RING TO BE REMOVED. COVER TO BE ADJUSTED TO FINISH GRADE.

05 REMOVE APPROXIMATELY 10-SY EXISTING UNPAVED DRIVEWAY MATERIAL.

08 REMOVE EXISTING TREE OR TREES.

12 EXISTING FENCE TO REMAIN.

14 REMOVE APPROXIMATELY 30.0-LF EXISTING CURB.

31 REMOVE APPROXIMATELY 2855-SY EXISTING PAVEMENT.

32 REMOVE APPROXIMATELY 30.8-LF EXISTING CURB. REMOVE APPROXIMATELY 22.6-SY EXISTING FILLET.

33 REMOVE APPROXIMATELY 12.2-SY EXISTING VALLEY GUTTER.

34 REMOVE APPROXIMATELY 26.0-LF EXISTING CURB. REMOVE APPROXIMATELY 21.0-SY EXISTING RAMP.

35 REMOVE APPROXIMATELY 31.6-LF EXISTING CURB. REMOVE APPROXIMATELY 21.6-SY EXISTING FILLET.

36 REMOVE APPROXIMATELY 15.8-SY EXISTING VALLEY GUTTER.

37 REMOVE APPROXIMATELY 138.0-SY EXISTING DRIVEWAY PAVEMENT.

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STATE OF TEXAS
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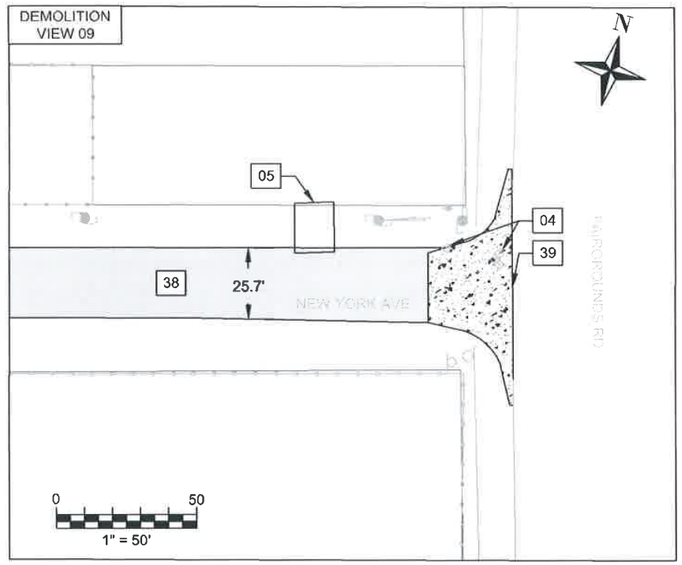
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NEW YORK AVENUE
PAVING BOND PROJECT
DEMOLITION PLAN
4 OF 8

Scale: NTS
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DEMOLITION KEYED NOTES:

04 EXISTING WATER VALVE CONCRETE RING TO BE REMOVED. COVER TO BE ADJUSTED TO FINISH GRADE.

05 REMOVE APPROXIMATELY 10-SY EXISTING UNPAVED DRIVEWAY MATERIAL.

38 REMOVE APPROXIMATELY 425.5-SY EXISTING PAVEMENT.

39 REMOVE APPROXIMATELY 132.8-SY EXISTING CONCRETE PAVEMENT.

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JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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Description	Date	Rev. No
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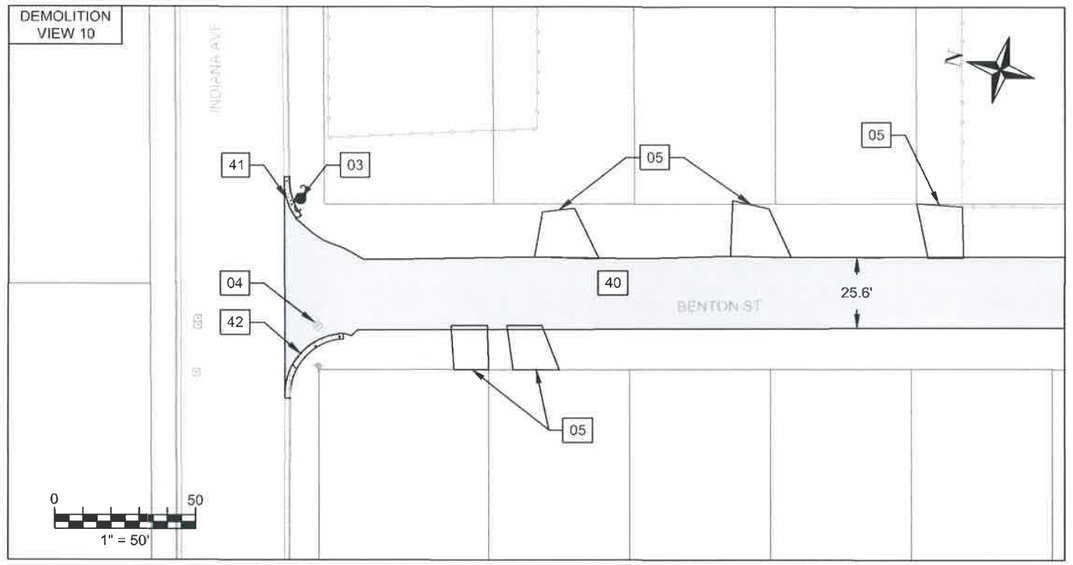
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PROJECT NO. BP20-01
Date: JUNE 2021

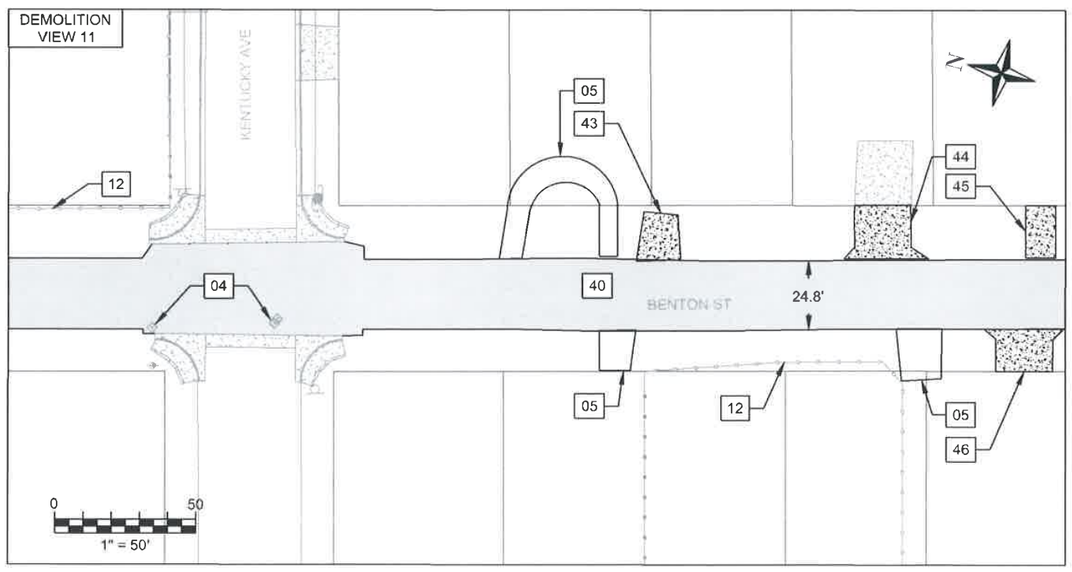
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
DEMOLITION PLAN
5 OF 8

Scale: NTS
File : 2020\BP20-01 NEW YORK AVE

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DEMOLITION KEYED NOTES:

03 EXISTING POWER POLE TO BE RELOCATED BY OTHERS.

04 EXISTING WATER VALVE CONCRETE RING TO BE REMOVED. COVER TO BE ADJUSTED TO FINISH GRADE.

05 REMOVE APPROXIMATELY 10-SY EXISTING UNPAVED DRIVEWAY MATERIAL.

12 EXISTING FENCE TO REMAIN.

40 REMOVE APPROXIMATELY 1870-SY EXISTING PAVEMENT.

41 REMOVE APPROXIMATELY 16.0-LF EXISTING CURB.

42 REMOVE APPROXIMATELY 34.8-LF EXISTING CURB.

43 REMOVE APPROXIMATELY 25.7-SY EXISTING DRIVEWAY PAVEMENT.

44 REMOVE APPROXIMATELY 45.3-SY EXISTING DRIVEWAY PAVEMENT.

45 REMOVE APPROXIMATELY 22.3-SY EXISTING DRIVEWAY PAVEMENT.

46 REMOVE APPROXIMATELY 35.5-SY EXISTING DRIVEWAY PAVEMENT.

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.

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
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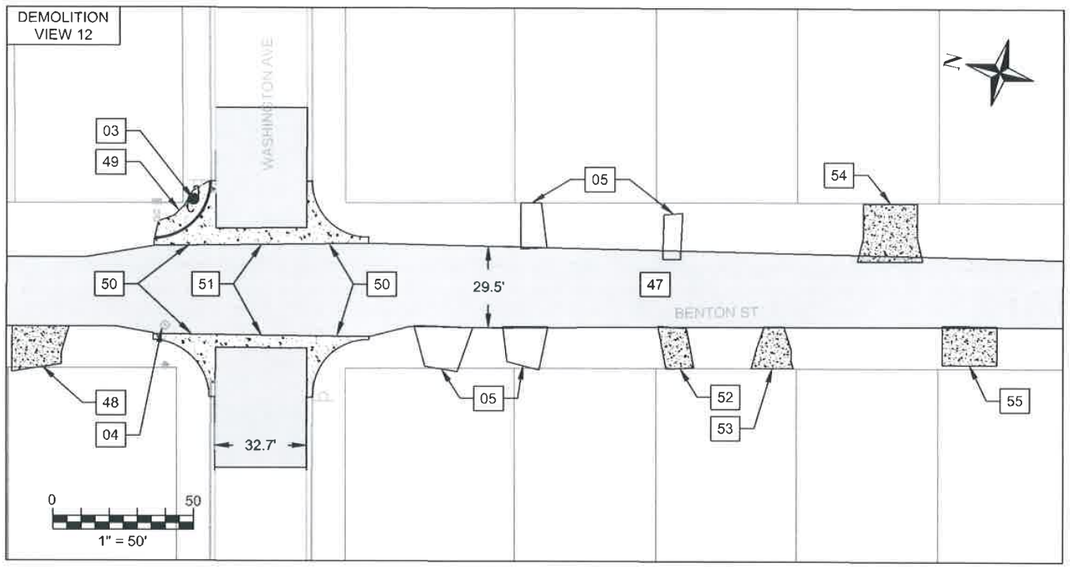
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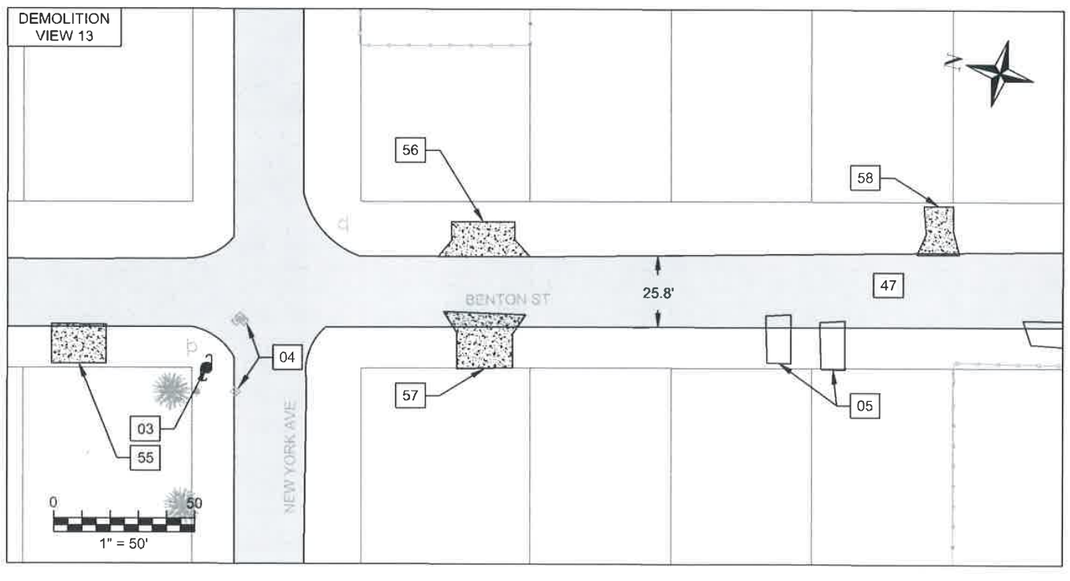
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
DEMOLITION PLAN
6 OF 8

Scale: NTS
File: 2020\BP20-01 NEW YORK AVE

PACKET
10.232
August 10, 2021





DEMOLITION KEYED NOTES:

03 EXISTING POWER POLE TO BE RELOCATED BY OTHERS.

04 EXISTING WATER VALVE CONCRETE RING TO BE REMOVED. COVER TO BE ADJUSTED TO FINISH GRADE.

05 REMOVE APPROXIMATELY 10-SY EXISTING UNPAVED DRIVEWAY MATERIAL.

12 EXISTING FENCE TO REMAIN.

47 REMOVE APPROXIMATELY 2620-SY EXISTING PAVEMENT.

48 REMOVE APPROXIMATELY 31.1-SY EXISTING DRIVEWAY PAVEMENT.

49 REMOVE APPROXIMATELY 32.2-LF EXISTING CURB. REMOVE APPROXIMATELY 18.1-SY EXISTING RAMP.

50 REMOVE APPROXIMATELY 14.2-SY EXISTING FILLET.

51 REMOVE APPROXIMATELY 18.0-SY EXISTING VALLEY GUTTER.

52 REMOVE APPROXIMATELY 16.3-SY EXISTING DRIVEWAY PAVEMENT.

53 REMOVE APPROXIMATELY 18.8-SY EXISTING DRIVEWAY PAVEMENT.

54 REMOVE APPROXIMATELY 45.8-SY EXISTING DRIVEWAY PAVEMENT

55 REMOVE APPROXIMATELY 29.7-SY EXISTING DRIVEWAY PAVEMENT.

56 REMOVE APPROXIMATELY 34.6-SY EXISTING DRIVEWAY PAVEMENT.

57 REMOVE APPROXIMATELY 46.7-SY EXISTING DRIVEWAY PAVEMENT.

58 REMOVE APPROXIMATELY 21.4-SY EXISTING DRIVEWAY PAVEMENT.

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PROFESSIONAL ENGINEER
Josh Ferguson

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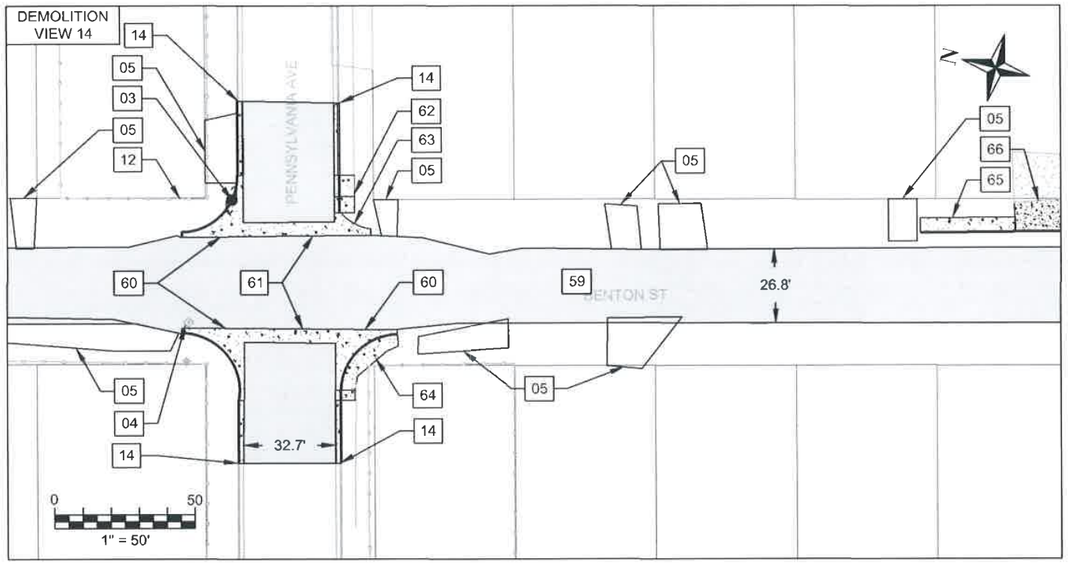
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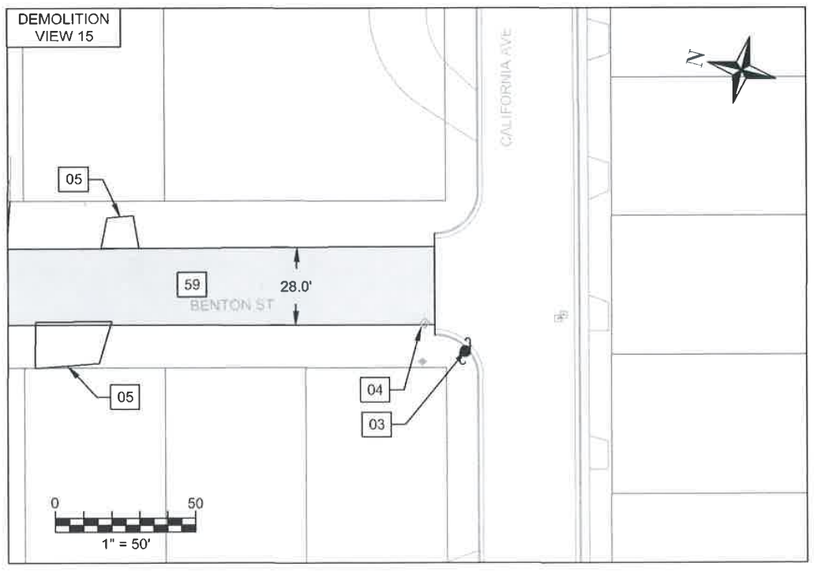
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Date: JUNE 2021

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
DEMOLITION PLAN
7 OF 8

Scale: NTS
File: 2020\BP20-01 NEW YORK AVE





DEMOLITION KEYED NOTES:

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05 REMOVE APPROXIMATELY 10-SY EXISTING UNPAVED DRIVEWAY MATERIAL.

12 EXISTING FENCE TO REMAIN.

14 REMOVE APPROXIMATELY 30.0-LF EXISTING CURB.

59 REMOVE APPROXIMATELY 1885-SY EXISTING PAVEMENT.

60 REMOVE APPROXIMATELY 35.5-LF EXISTING CURB. REMOVE APPROXIMATELY 18.2-SY EXISTING FILLET.

61 REMOVE APPROXIMATELY 29.6-SY EXISTING VALLEY GUTTER.

62 REMOVE APPROXIMATELY 32.2-LF EXISTING CURB. REMOVE APPROXIMATELY 7.7-SY EXISTING RAMP.

63 REMOVE APPROXIMATELY 8.5-SY EXISTING FILLET.

64 REMOVE APPROXIMATELY 20.4-SY EXISTING RAMP.

65 REMOVE APPROXIMATELY 18.3-SY EXISTING SIDEWALK.

66 REMOVE APPROXIMATELY 20.0-SY EXISTING DRIVEWAY PAVEMENT.

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PROJECT NO. BP20-01
Date: JUNE 2021

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
DEMOLITION PLAN
8 OF 8

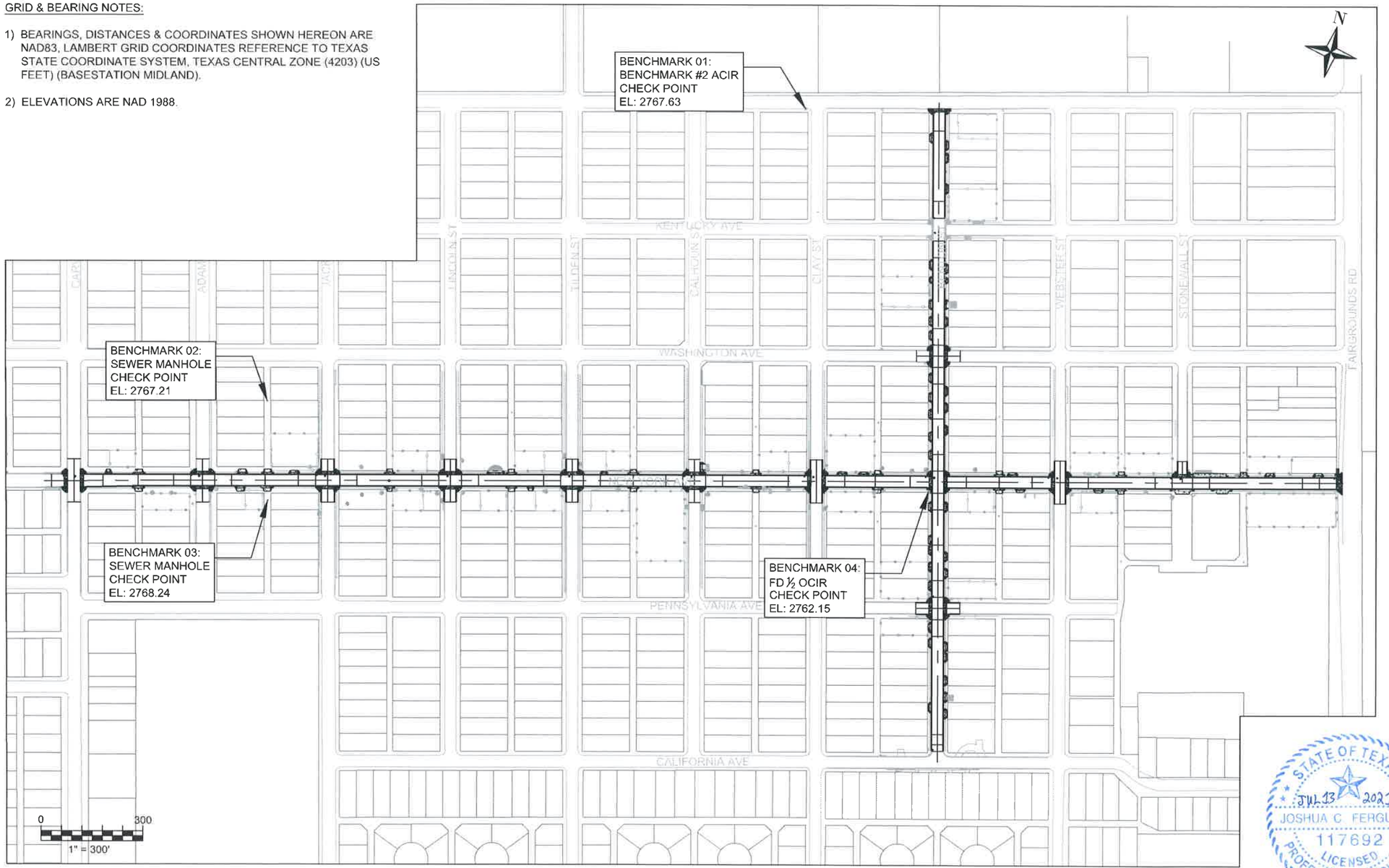
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GRID & BEARING NOTES:

1) BEARINGS, DISTANCES & COORDINATES SHOWN HEREON ARE NAD83, LAMBERT GRID COORDINATES REFERENCE TO TEXAS STATE COORDINATE SYSTEM, TEXAS CENTRAL ZONE (4203) (US FEET) (BASESTATION MIDLAND).

2) ELEVATIONS ARE NAD 1988.



STATE OF TEXAS
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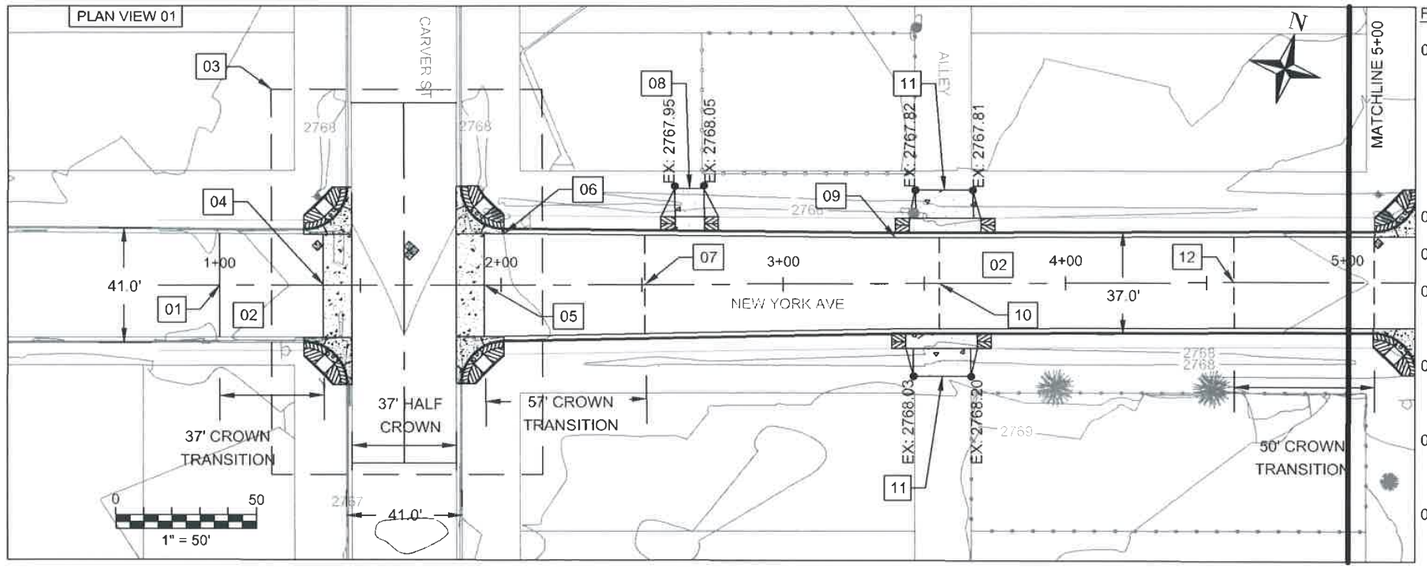
MIDLAND Engineering Services

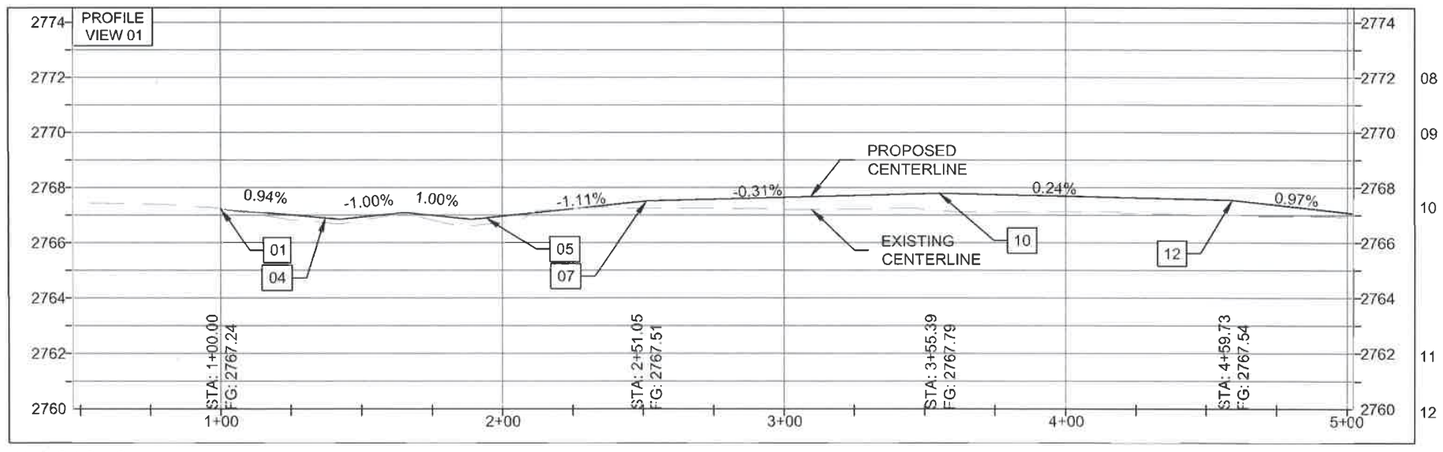
NEW YORK AVENUE
PAVING BOND PROJECT
OVERALL MASTER LAYOUT

Scale: NTS
File : 2020\BP20-01 NEW YORK AVE

36
OF 83

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PAVEMENT KEYED NOTES:

01 STA: 1+00.00
START PROJECT
START CROWN TRANSITION
N: 10693012.901
E: 1768124.830
EX. CENTERLINE FG = 2767.24
EX. NORTH ToC = 2767.46
EX. SOUTH ToC = 2767.46

02 1850-SY HMAC PAVEMENT PER SHEET 11

03 SEE SHEET 52.

04 STA: 1+36.93
END CROWN TRANSITION
CENTERLINE FG = 2766.89

05 STA: 1+93.93
START CROWN TRANSITION
CENTERLINE FG = 2766.87

06 STA: 2+00.93
BEGIN TRANSITION FROM 41' WIDE STREET SECTION TO 37' WIDE STREET SECTION.

07 STA: 2+51.05
END CROWN TRANSITION
CENTERLINE FG = 2767.51
NORTH EX = 2767.64
NORTH ToC = 2767.61
SOUTH EX = 2767.46
SOUTH ToC = 2767.61

08 STA: 2+66.91, CENTER
28.3-SY - 6" RESIDENTIAL DRIVEWAY APPROACH (10' WIDTH)

09 STA: 3+42.26
END TRANSITION FROM 41' WIDE STREET SECTION TO 37' WIDE STREET SECTION.

10 STA: 3+55.39
GRADE BREAK
CENTERLINE FG = 2767.79
NORTH EX = 2767.46
NORTH ToC = 2767.93
SOUTH EX = 2767.39
SOUTH ToC = 2767.93

11 STA: 3+57.26, CENTER
47.1-SY - 6" ALLEY APPROACH

12 STA: 4+59.73
START CROWN TRANSITION
CENTERLINE FG = 2767.54
NORTH EX = 2767.03
NORTH ToC = 2767.68
SOUTH EX = 2766.99
SOUTH ToC = 2767.68

PAVING NOTES:

A) ALL NEW PAVEMENT IS TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

C) ALL CONCRETE PAVEMENT, VALLEY GUTTERS, FILLETS, CURBS, RAMPS, ALLEY APPROACHES, DRIVEWAYS, AND SIDEWALKS ARE TO BE FIBER REINFORCED PER CITY DETAILS.

D) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

E) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

F) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

G) ALL ALLEY APPROACHES ARE 20.0' WIDE AT THROAT UNLESS OTHERWISE NOTED.

H) ALL RESIDENTIAL DRIVEWAYS ARE 20.0' WIDE AT THROAT UNLESS OTHERWISE NOTED.

I) ALL COMMERCIAL DRIVEWAYS ARE 30.0' WIDE AT THROAT UNLESS OTHERWISE NOTED.

J) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
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Josh Ferguson

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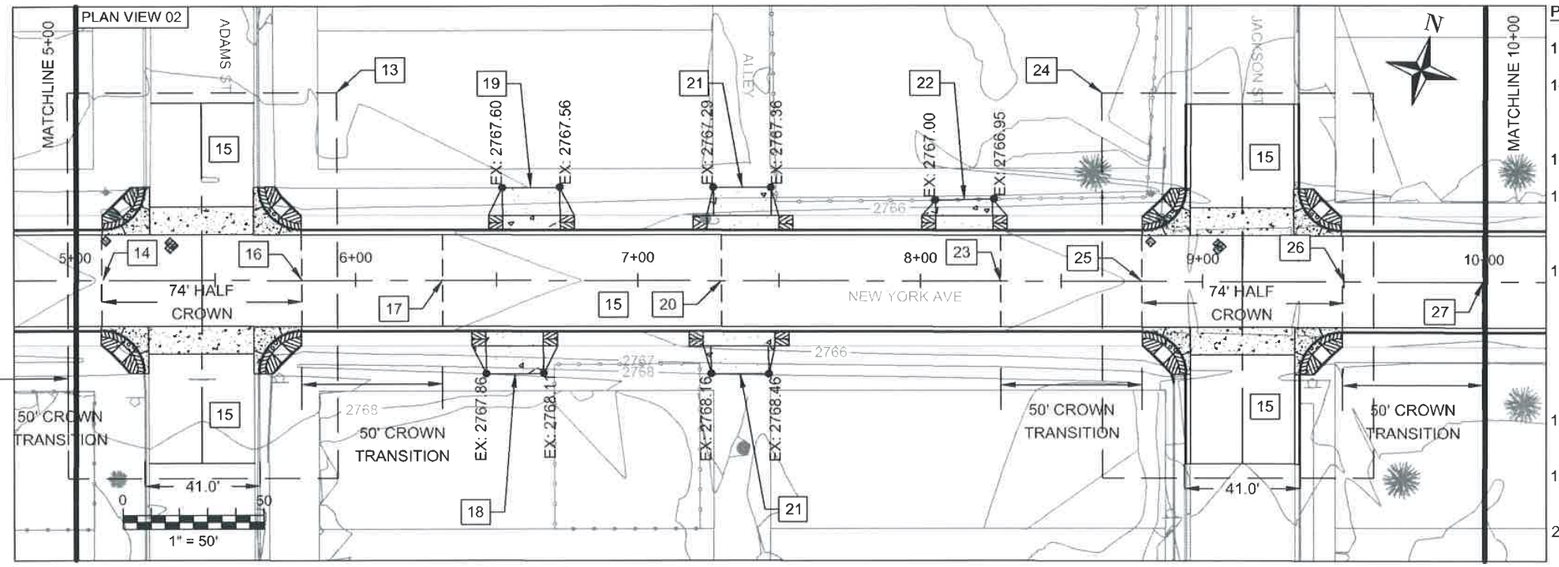
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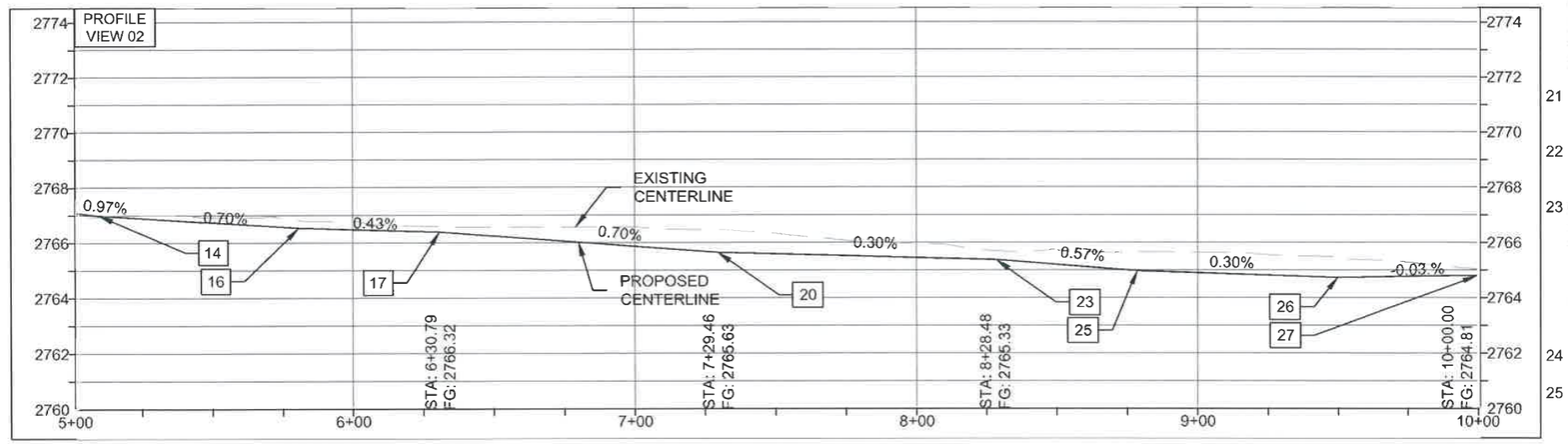
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
PLAN & PROFILE
1 OF 15

Scale: NTS
File : 2020\BP20-01 NEW YORK AVE

PACKET
10.236
August 10, 2021





PAVEMENT KEYED NOTES:

13 SEE SHEET 53.

14 STA: 5+09.73
END CROWN TRANSITION
CENTERLINE FG = 2766.73

15 2463-SY HMAC PAVEMENT PER SHEET 11

16 STA: 5+80.79
START CROWN TRANSITION
CENTERLINE FG = 2766.54

17 STA: 6+30.79
END CROWN TRANSITION
CENTERLINE FG = 2766.32
NORTH EX = 2766.72
NORTH ToC = 2766.46
SOUTH EX = 2766.04
SOUTH ToC = 2766.46

18 STA: 6+56.53, CENTER
45-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

19 STA: 6+62.13, CENTER
45-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

20 STA: 7+29.46
GRADE BREAK
CENTERLINE FG = 2765.63
NORTH EX = 2766.75
NORTH ToC = 2765.77
SOUTH EX = 2766.20
SOUTH ToC = 2765.77

21 STA: 7+36.51, CENTER
47.1-SY - 6" ALLEY APPROACH

22 STA: 8+15.46, CENTER
28.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

23 STA: 8+28.48
START CROWN TRANSITION
CENTERLINE FG = 2765.33
NORTH EX = 2765.93
NORTH ToC = 2765.47
SOUTH EX = 2765.33
SOUTH ToC = 2765.47

24 SEE SHEET 54.

25 STA: 8+78.48
END CROWN TRANSITION
CENTERLINE FG = 2765.02

26 STA: 9+50.00
START CROWN TRANSITION
CENTERLINE FG = 2764.83

27 STA: 10+00.00
END CROWN TRANSITION
CENTERLINE FG = 2764.81
NORTH EX = 2765.77
NORTH ToC = 2764.95
SOUTH EX = 2764.92
SOUTH ToC = 2764.95

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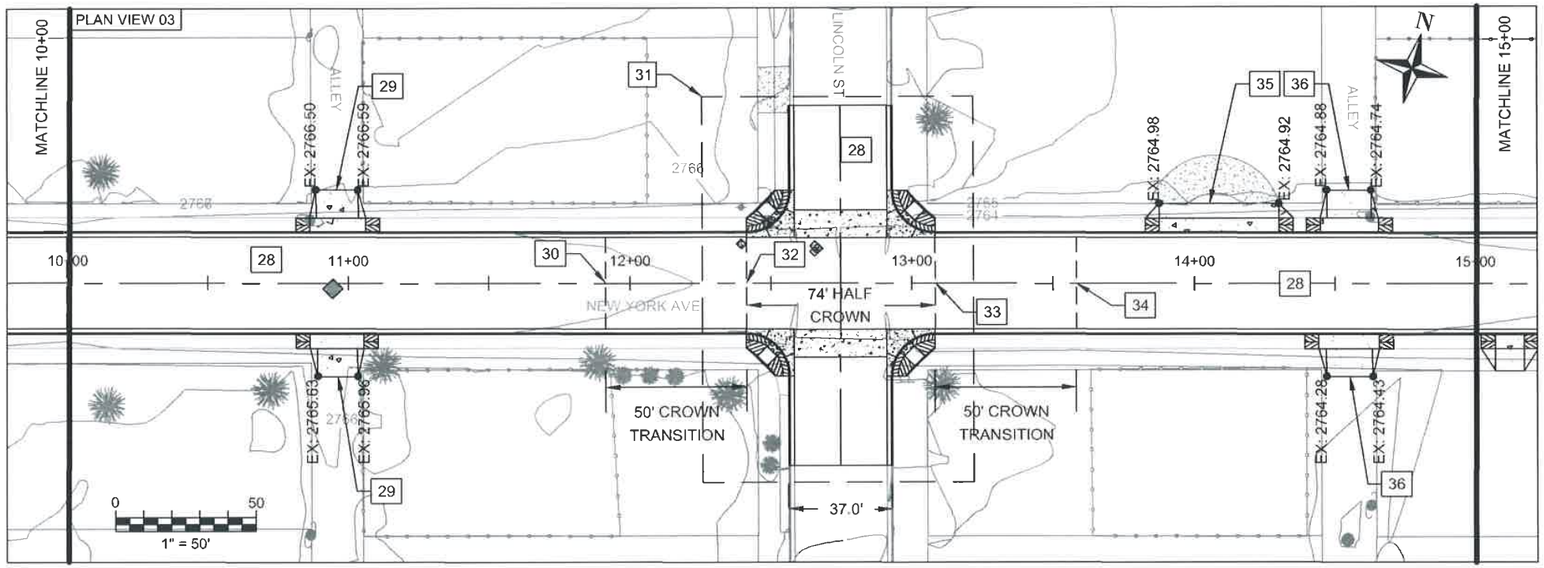
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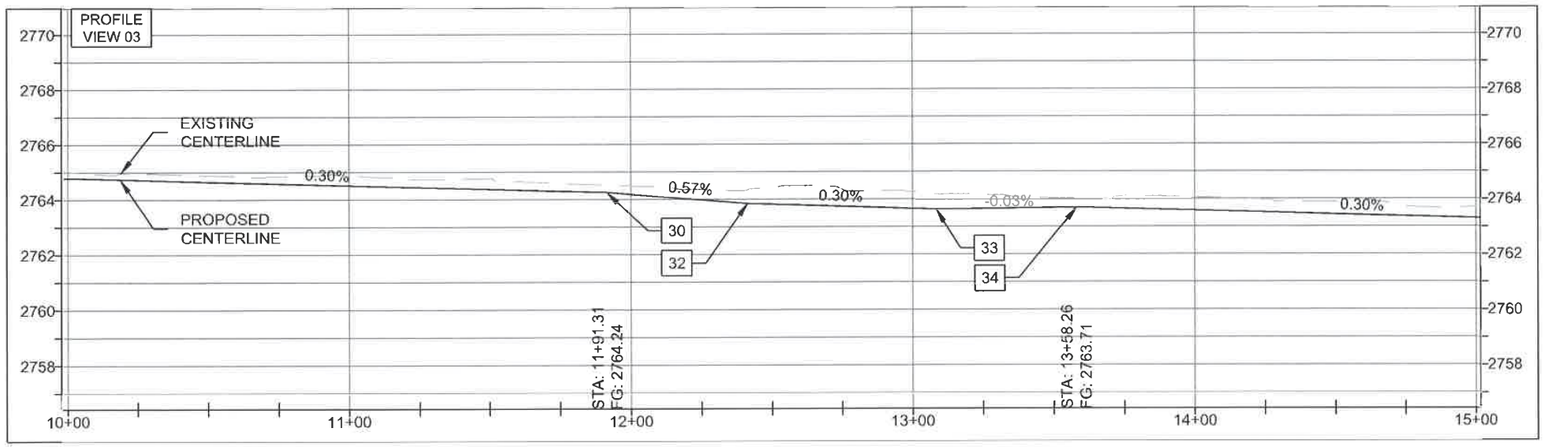
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
PLAN & PROFILE
2 OF 15

Scale: NTS
File: 2020\BP20-01 NEW YORK AVE

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PAVEMENT KEYED NOTES:

28 2115-SY HMAC PAVEMENT PER SHEET 11

29 STA: 10+96.01
47.1-SY - 6" ALLEY APPROACH

30 STA: 11+91.31
START CROWN TRANSITION
CENTERLINE FG = 2764.24
NORTH EX = 2764.66
NORTH ToC = 2764.36
SOUTH EX = 2763.56
SOUTH ToC = 2764.36

31 SEE SHEET 55.

32 STA: 12+41.31
END CROWN TRANSITION
CENTERLINE FG = 2763.94

33 STA: 13+08.28
START CROWN TRANSITION
CENTERLINE FG = 2763.73

34 STA: 13+58.28
END CROWN TRANSITION
CENTERLINE FG = 2763.71
NORTH EX = 2764.08
NORTH ToC = 2763.85
SOUTH EX = 2763.51
SOUTH ToC = 2763.85

35 STA: 14+08.74
47.1-SY - 6" RESIDENTIAL DRIVEWAY APPROACH (40' WIDE)

36 STA: 14+55.04
47.1-SY - 6" ALLEY APPROACH

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STATE OF TEXAS
JUL 13 2021
JOSHUA C FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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1	REVISED CONTOURS AND ADDED GRADES	7/13/21
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HORIZ: 1:50
PROJECT NO. BP20-01
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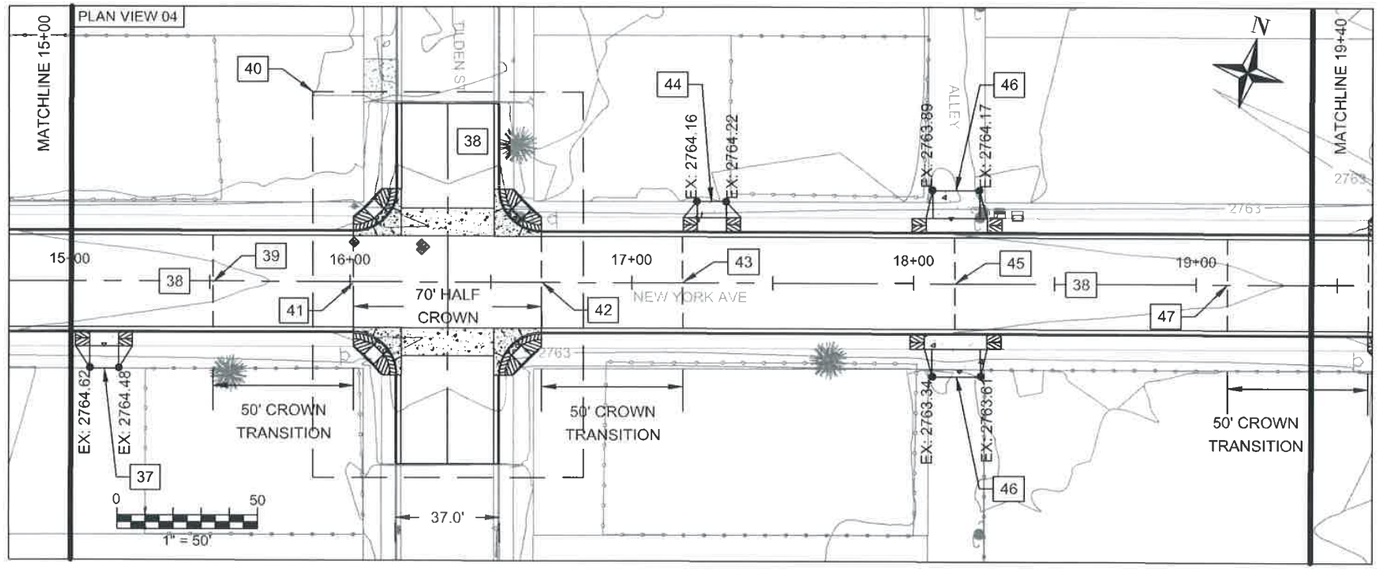
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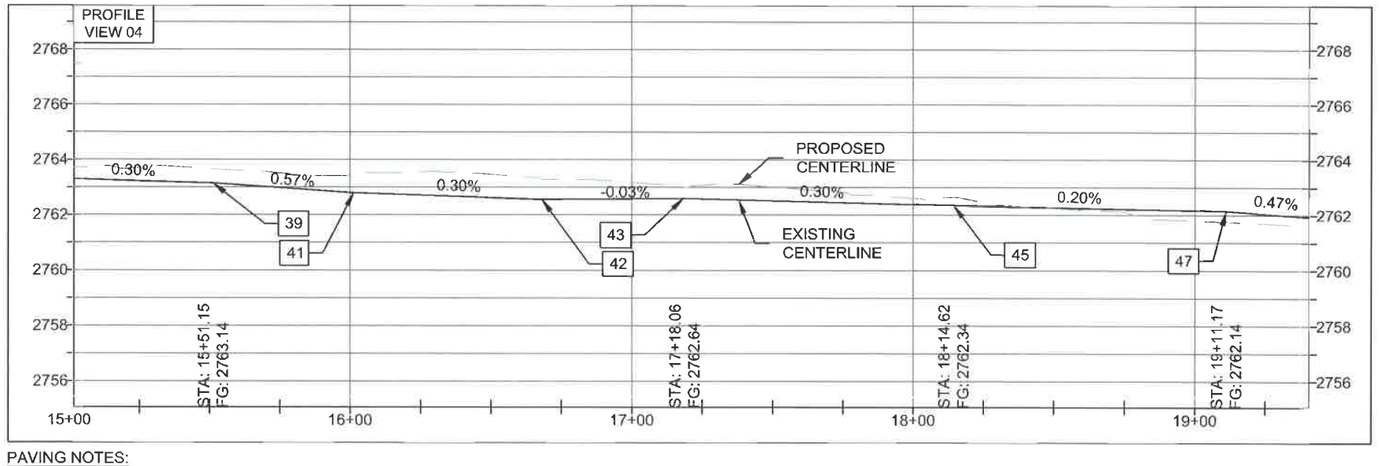
NEW YORK AVENUE
PAVING BOND PROJECT
PLAN & PROFILE
3 OF 15

Scale: NTS
File: 2020BP20-01 NEW YORK AVE

39
OF 83

File: P:\Engineering Services\Engineering Projects\2020\2020BP20-01 New York Ave WD\03 DWG\03-1 DWG\Proj Prints\C 39 of 83 PAK.dwg Jul 13, 2021 - 4:24pm pmgibson





PAVEMENT KEYED NOTES:

37 STA: 15+12.40
20.8-SY - 6" RESIDENTIAL DRIVEWAY APPROACH (10' WIDE)

38 1895-SY HMAC PAVEMENT PER SHEET 11

39 STA: 15+51.15
START CROWN TRANSITION
CENTERLINE FG = 2763.14
NORTH EX = 2764.63
NORTH ToC = 2763.28
SOUTH EX = 2763.05
SOUTH ToC = 2763.28

40 SEE SHEET 56.

41 STA: 16.01.15
END CROWN TRANSITION
CENTERLINE FG = 2762.85

42 STA: 16+68.06
START CROWN TRANSITION
CENTERLINE FG = 2762.65

43 STA: 17+11.09
END CROWN TRANSITION
CENTERLINE FG = 2762.64
NORTH EX = 2763.06
NORTH ToC = 2762.48
SOUTH EX = 2763.33
SOUTH ToC = 2762.48

44 STA: 17+28.22
18.0-SY - 6" RESIDENTIAL DRIVEWAY APPROACH (10' WIDE)

45 STA: 18+14.62
GRADE BREAK
CENTERLINE FG = 2762.34
NORTH EX = 2762.91
NORTH ToC = 2762.48
SOUTH EX = 2762.37
SOUTH ToC = 2762.48

46 STA: 18+14.86
47.1-SY - 6" ALLEY APPROACH

47 STA: 19+11.17
START CROWN TRANSITION
CENTERLINE FG = 2762.14
NORTH EX = 2762.40
NORTH ToC = 2762.28
SOUTH EX = 2761.50
SOUTH ToC = 2762.28

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APPROVED:	JCF	3				
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Date:	JUNE 2021	Rev. No		Date		

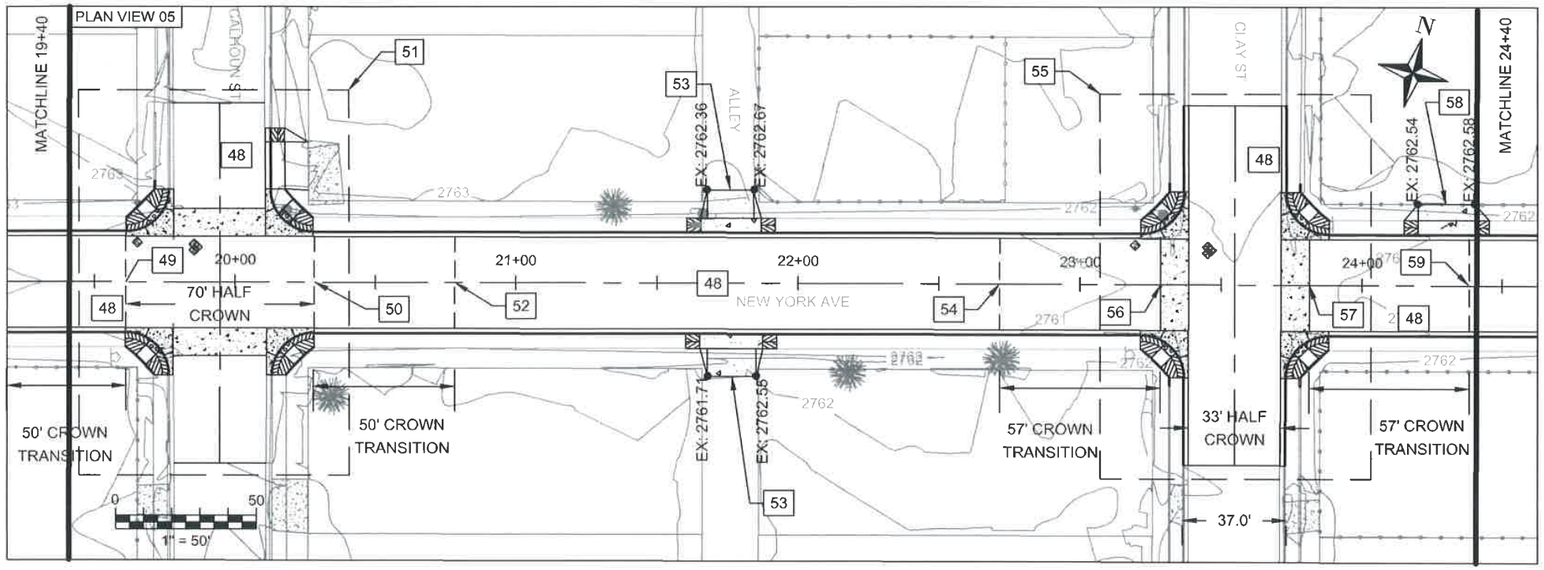
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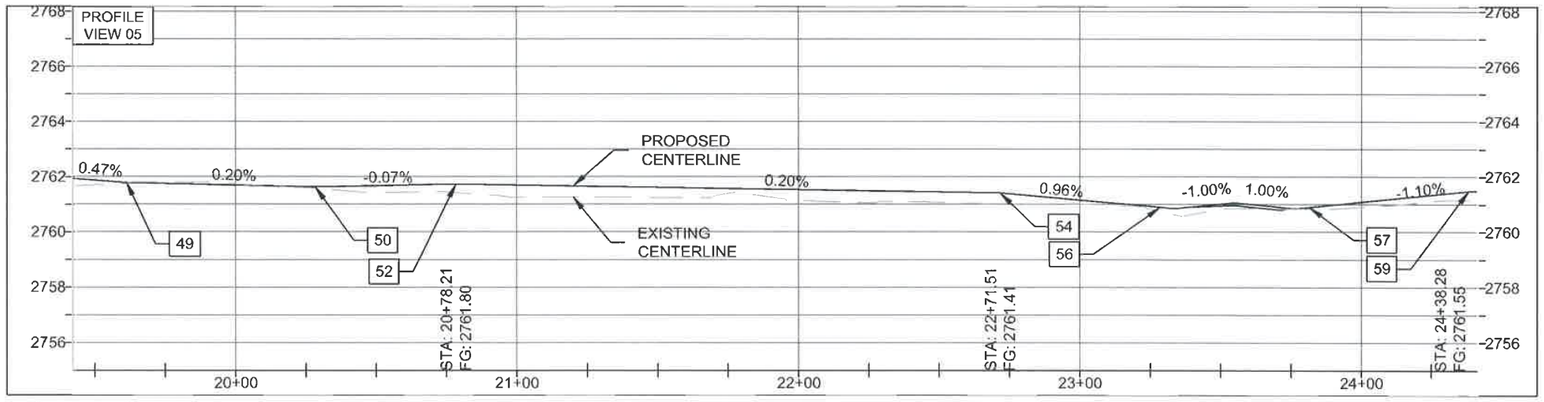
NEW YORK AVENUE
PAVING BOND PROJECT
PLAN & PROFILE
4 OF 15

Scale: NTS | File: 2020\BP20-01 NEW YORK AVE

40
OF 83

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PAVEMENT KEYED NOTES:

48 2390-SY HMAC PAVEMENT PER SHEET 11

49 STA: 19+61.17
END CROWN TRANSITION
CENTERLINE FG = 2761.91

50 STA: 20+28.21
START CROWN TRANSITION
CENTERLINE FG = 2761.76

51 SEE SHEET 57.

52 STA: 20+78.21
END CROWN TRANSITION
CENTERLINE FG = 2761.78
NORTH EX = 2762.23
NORTH ToC = 2761.92
SOUTH EX = 2761.99
SOUTH ToC = 2761.92

53 STA: 21+76.02
47.1-SY - 6" ALLEY APPROACH

54 STA: 22+71.51
START CROWN TRANSITION
CENTERLINE FG = 2761.41
NORTH EX = 2760.73
NORTH ToC = 2761.55
SOUTH EX = 2760.50
SOUTH ToC = 2761.55

55 SEE SHEET 58.

56 STA: 23+21.51
END CROWN TRANSITION
CENTERLINE FG = 2760.86

57 STA: 23+88.28
START CROWN TRANSITION
CENTERLINE FG = 2760.92

58 STA: 24+29.98
28.1-SY - 6" RESIDENTIAL DRIVEWAY APPROACH (15' WIDE)

59 STA: 24+38.28
END CROWN TRANSITION
CENTERLINE FG = 2761.55
NORTH EX = 2761.35
NORTH ToC = 2761.69
SOUTH EX = 2761.73
SOUTH ToC = 2761.69

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117692
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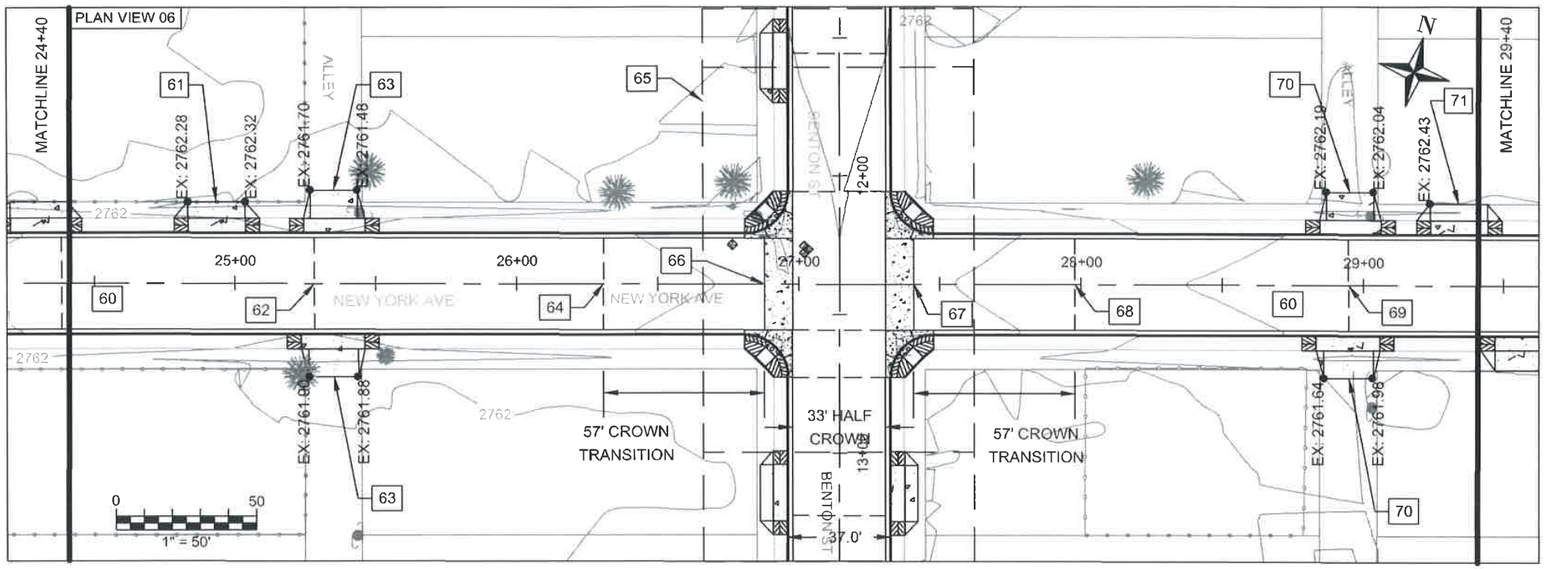
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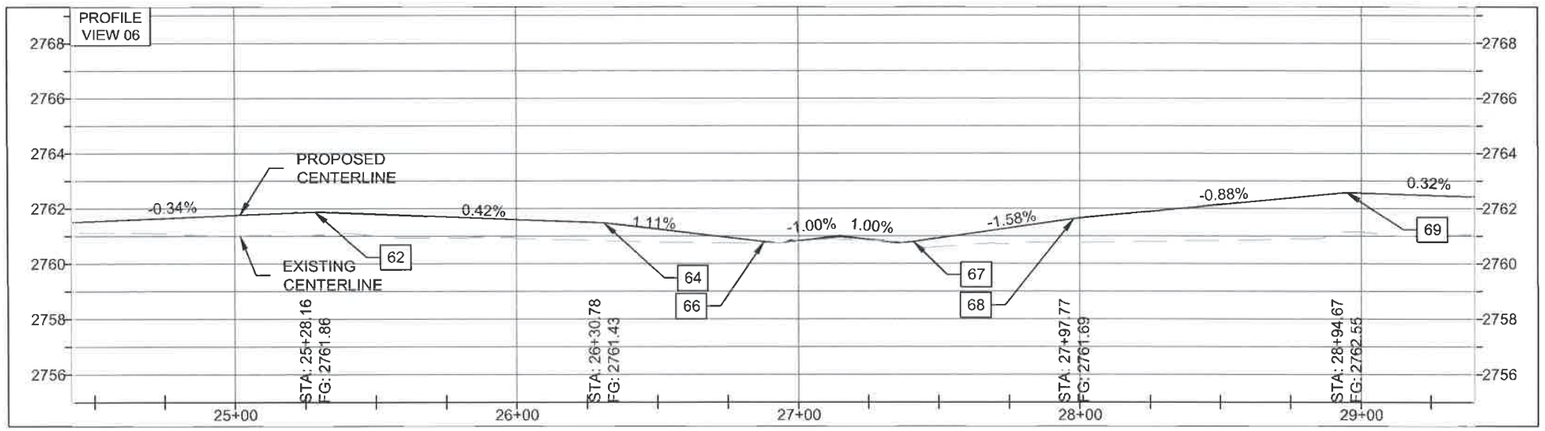
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PROJECT NO. BP20-01
Date: JUNE 2021

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NEW YORK AVENUE
PAVING BOND PROJECT
PLAN & PROFILE
5 OF 15

Scale: NTS
File: 2020BP20-01 NEW YORK AVE





PAVEMENT KEYED NOTES:

60 1640-SY HMAC PAVEMENT PER SHEET 11

61 STA: 24+93.29
28.1-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

62 STA: 25+28.16
GRADE BREAK
CENTERLINE FG = 2761.86
NORTH EX = 2760.97
NORTH ToC = 2762.00
SOUTH EX = 2760.91
SOUTH ToC = 2762.00

63 STA: 25+35.06
47.1-SY - 6" ALLEY APPROACH

64 STA: 26+30.78
START CROWN TRANSITION
CENTERLINE FG = 2761.43
NORTH EX = 2760.61
NORTH ToC = 2761.57
SOUTH EX = 2760.35
SOUTH ToC = 2761.57

65 SEE SHEET 49 AND 59.

66 STA: 26+73.78
END CROWN TRANSITION
CENTERLINE FG = 2760.79

67 STA: 27+40.77
START CROWN TRANSITION
CENTERLINE FG = 2760.79

68 STA: 27+97.77
END CROWN TRANSITION
CENTERLINE FG = 2761.69
NORTH EX = 2761.07
NORTH ToC = 2761.83
SOUTH EX = 2761.14
SOUTH ToC = 2761.83

69 STA: 28+94.67
GRADE BREAK
CENTERLINE FG = 2762.55
NORTH EX = 2761.25
NORTH ToC = 2762.69
SOUTH EX = 2761.19
SOUTH ToC = 2762.69

70 STA: 28+95.38
47.1-SY - 6" ALLEY APPROACH

71 STA: 29+33.93
28.2-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

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JUL 13 2021
JOSHUA C. FERGUSON
117692
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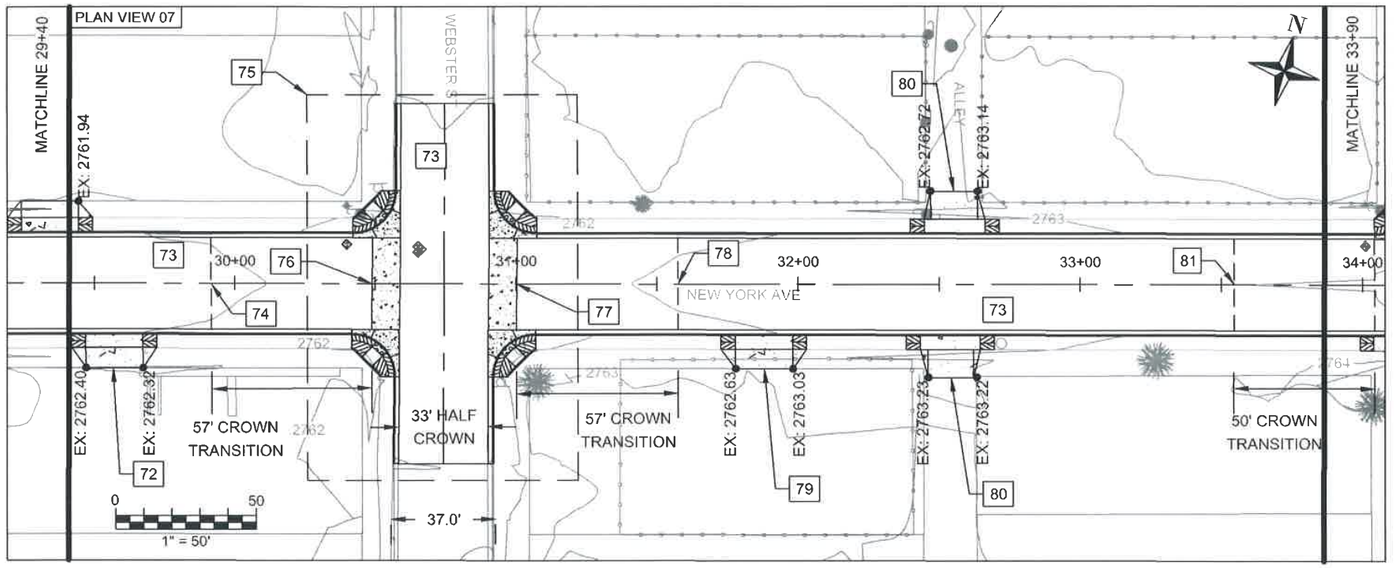
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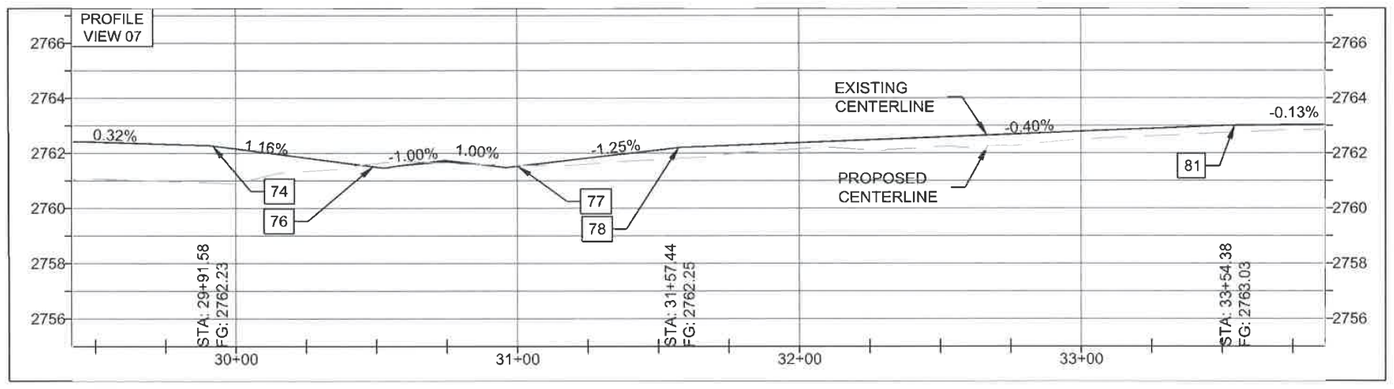
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NEW YORK AVENUE
PAVING BOND PROJECT
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6 OF 15

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PAVEMENT KEYED NOTES:

72 STA: 29+57.18
30.5-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

73 1894-SY HMAC PAVEMENT PER SHEET 11

74 STA: 29+91.58
START CROWN TRANSITION
CENTERLINE FG = 2762.23
NORTH EX = 2761.47
NORTH ToC = 2762.37
SOUTH EX = 2761.00
SOUTH ToC = 2762.37

75 SEE SHEET 60.

76 STA: 30+48.58
END CROWN TRANSITION
CENTERLINE FG = 2761.57

77 STA: 31+00.44
START CROWN TRANSITION
CENTERLINE FG = 2761.53

78 STA: 31+57.44
END CROWN TRANSITION
CENTERLINE FG = 2762.25
NORTH EX = 2762.38
NORTH ToC = 2762.39
SOUTH EX = 2762.17
SOUTH ToC = 2762.39

79 STA: 31+88.06
30.5-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

80 STA: 32+54.60
47.1-SY - 6" ALLEY APPROACH

81 STA: 33+54.38
START CROWN TRANSITION
CENTERLINE FG = 2763.03
NORTH EX = 2762.84
NORTH ToC = 2763.17
SOUTH EX = 2762.00
SOUTH ToC = 2763.17

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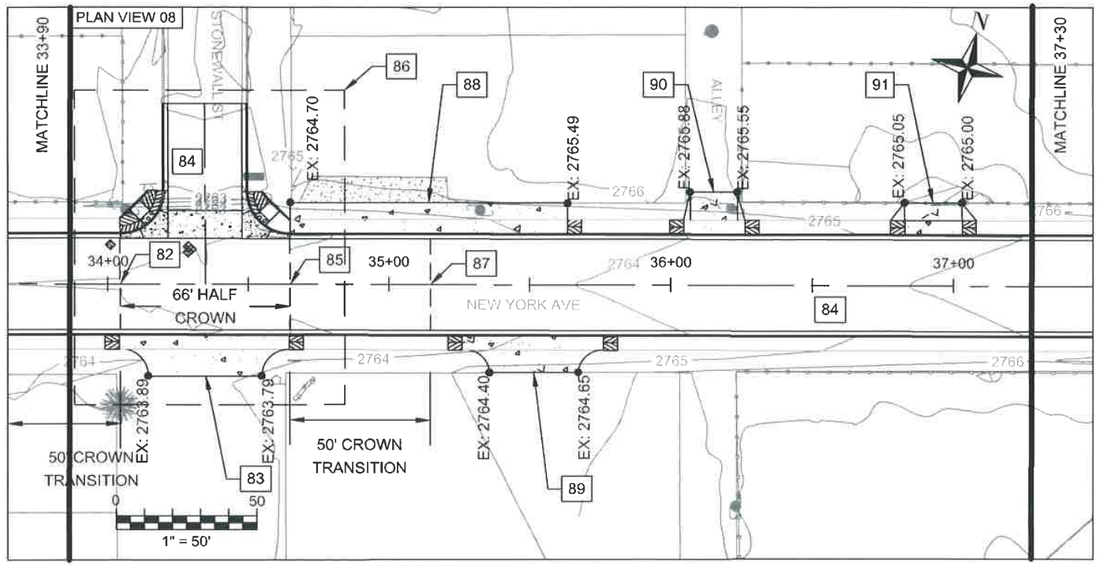
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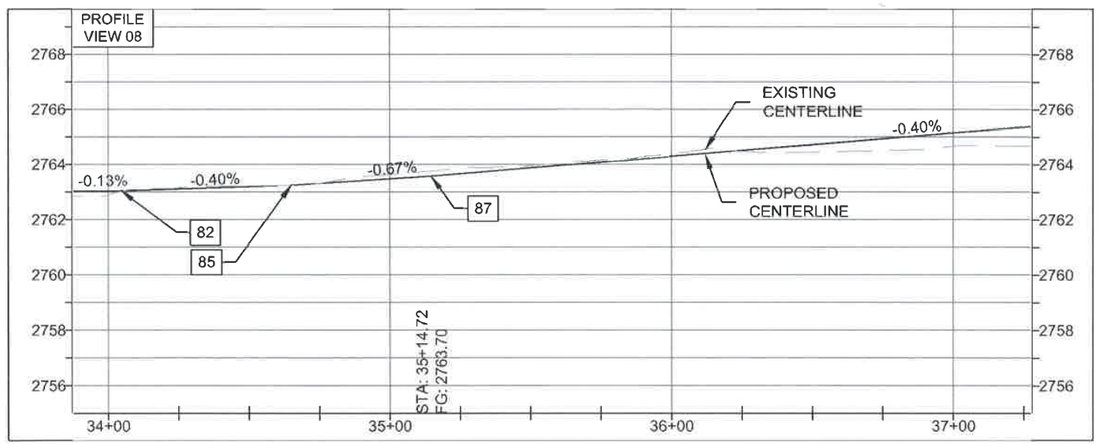
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NEW YORK AVENUE
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7 OF 15

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Scale: NTS

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PAVEMENT KEYED NOTES:

82 STA: 34+04.38
END CROWN TRANSITION
CENTERLINE FG = 2763.10

83 STA: 34+34.86
95.0-SY - 6" COMMERCIAL DRIVEWAY APPROACH (40' WIDE)

84 1364-SY HMAC PAVEMENT PER SHEET 11

85 STA: 34+64.72
START CROWN TRANSITION
CENTERLINE FG = 2763.36

86 SEE SHEET 61.

87 STA: 35+14.72
END CROWN TRANSITION
CENTERLINE FG = 2763.70
NORTH EX = 2764.15
NORTH ToC = 2763.84
SOUTH EX = 2763.81
SOUTH ToC = 2763.84

88 STA: 35+17.29
120.0-SY - 6" COMMERCIAL DRIVEWAY APPROACH (90.5' WIDE)

89 STA: 35+51.39
60.5-SY - 6" COMMERCIAL DRIVEWAY APPROACH

90 STA: 36+13.94
47.1-SY - 6" ALLEY APPROACH

91 STA: 36+92.73
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

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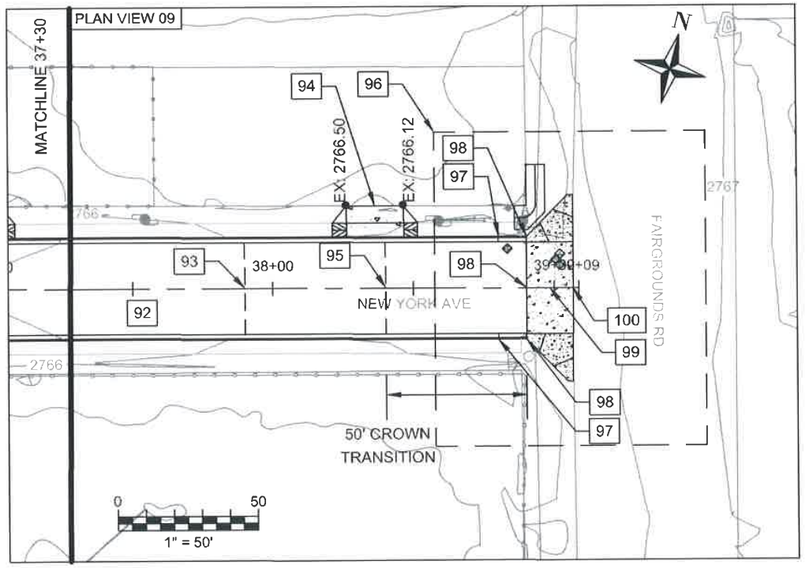
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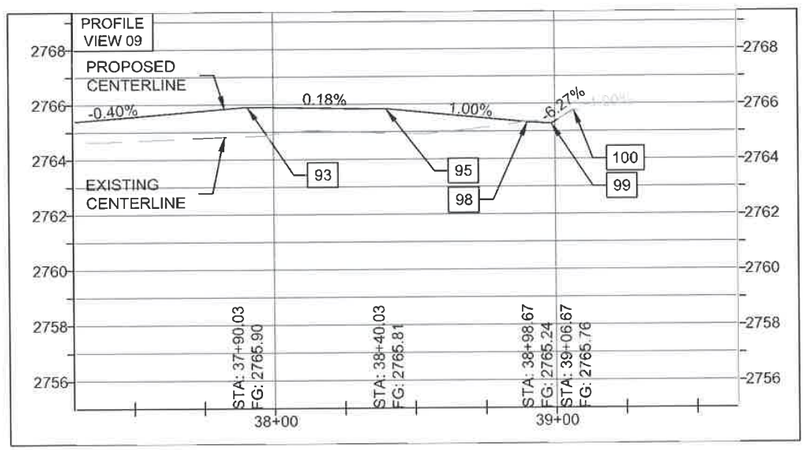
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NEW YORK AVENUE
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PAVEMENT KEYED NOTES:

92 620-SY HMAC PAVEMENT PER SHEET 11

93 STA: 37+90.03
GRADE BREAK
CENTERLINE FG = 2765.90
NORTH EX = 2764.74
NORTH ToC = 2766.04
SOUTH EX = 2764.13
SOUTH ToC = 2766.04

94 STA: 38+36.25
28.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

95 STA: 38+40.03
START CROWN TRANSITION
CENTERLINE FG = 2765.81
NORTH EX = 2765.43
NORTH ToC = 2765.95
SOUTH EX = 2765.04
SOUTH ToC = 2765.95

96 SEE SHEET 62.

97 STA: 38+85.03
END STANDARD CURB
START TRANSITION CURB

98 STA: 38+90.03
END TRANSITION CURB
START NO-CURB FILLET
END CROWN TRANSITION
CENTERLINE FG = 2765.31

99 STA: 38+98.67
FAIRGROUNDS ROAD FLOW LINE
CENTERLINE FG = 2765.24

100 STA: 39+06.67
END PROJECT
N: 10693952.718
E: 1765513.608
EX. CENTERLINE FG = 2765.76

PAVING NOTES:

A) ALL NEW PAVEMENT IS TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

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D) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

E) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

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G) ALL ALLEY APPROACHES ARE 20.0' WIDE AT THROAT UNLESS OTHERWISE NOTED.

H) ALL RESIDENTIAL DRIVEWAYS ARE 20.0' WIDE AT THROAT UNLESS OTHERWISE NOTED.

I) ALL COMMERCIAL DRIVEWAYS ARE 30.0' WIDE AT THROAT UNLESS OTHERWISE NOTED.

J) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

STABILIZATION NOTES:

a) USE SEED MIXTURE DESCRIBED IN GENERAL NOTE H OF SHEET 08 TO STABILIZE EARTH BERM IDENTIFIED ON SHEET 62 KEYED NOTE XXII. SURFACE AREA OF EARTH BERM IS APPROXIMATELY 19-SY.

b) PLACE EROSION CONTROL MATS OVER BERM SURFACE ONCE SEEDS AND FERTILIZER HAVE BEEN PLACED.

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

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HORIZ.: 1:50
PROJECT NO. BP20-01
Date: JUNE 2021

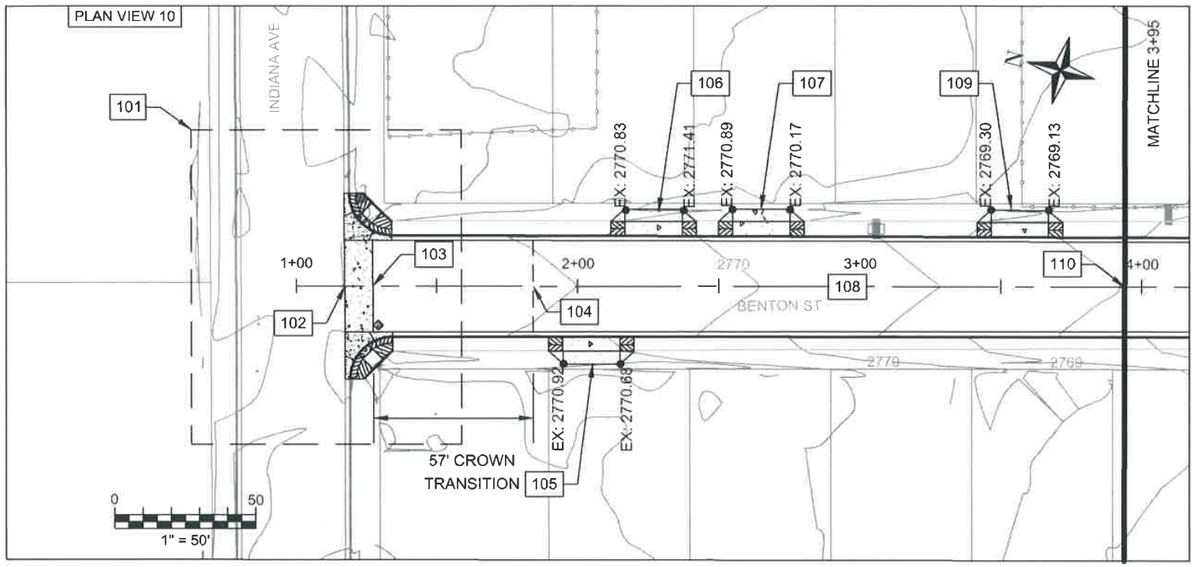
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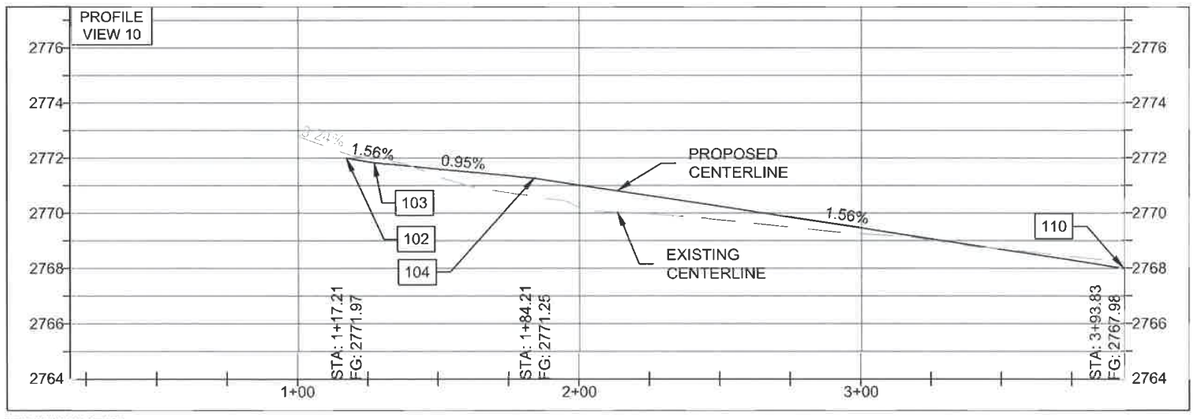
NEW YORK AVENUE
PAVING BOND PROJECT
PLAN & PROFILE
9 OF 15

Scale: NTS
File: 2020\BP20-01 NEW YORK AVE

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OF 83

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PAVEMENT KEYED NOTES:

101 SEE SHEET 63.

102 STA: 1+17.21
START PROJECT
N: 10694746.206
E: 1764081.253
EX. CENTERLINE FG = 2771.97

103 STA: 1+27.21
START CROWN TRANSITION
CENTERLINE FG = 2771.81

104 STA: 1+84.21
END CROWN TRANSITION
CENTERLINE FG = 2771.25
WEST EX = 2770.49
WEST ToC = 2771.39
EAST EX = 2771.40
EAST ToC = 2771.39

105 STA: 2+04.99
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

106 STA: 2+26.81
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

107 STA: 2+65.27
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

108 971-SY HMAC PAVEMENT PER SHEET 11

109 STA: 3+56.69
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

110 STA: 3+93.83
START CROWN TRANSITION
CENTERLINE FG = 2767.98
WEST EX = 2767.89
WEST ToC = 2768.26
EAST EX = 2768.05
EAST ToC = 2768.26

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STATE OF TEXAS
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117692
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PROFESSIONAL ENGINEER
JUL 13 2021

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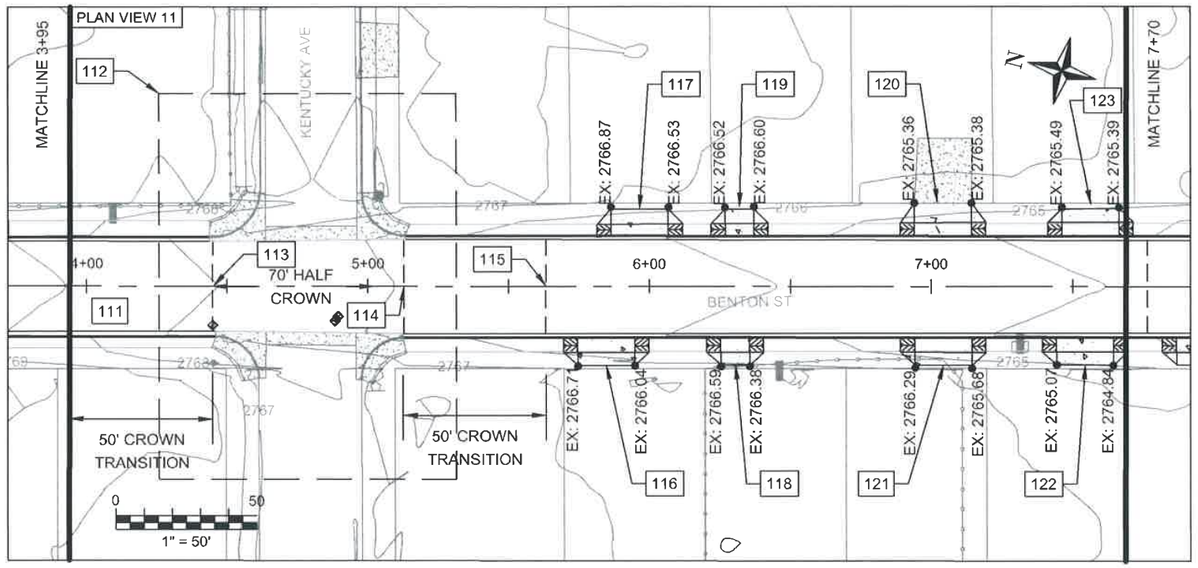
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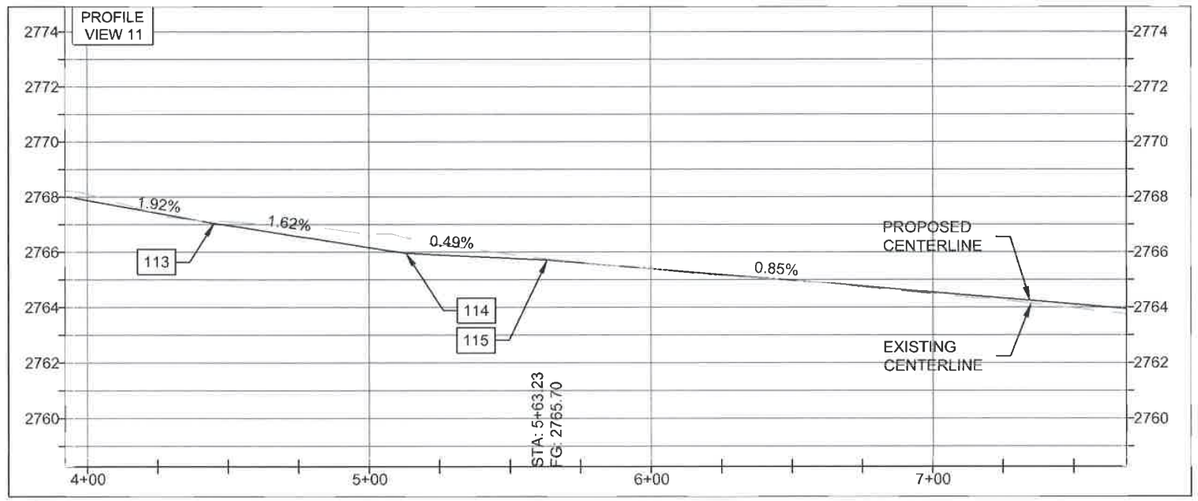
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NEW YORK AVENUE
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PLAN & PROFILE
10 OF 15

Scale: NTS
File : 2020\BP20-01 NEW YORK AVE

PACKET
10.245
August 10, 2021





PAVEMENT KEYED NOTES:

111 1367-SY HMAC PAVEMENT PER SHEET 11

112 SEE SHEET 64.

113 STA: 4+43.83
END CROWN TRANSITION
CENTERLINE FG = 2767.02

114 STA: 5+13.23
START CROWN TRANSITION
CENTERLINE FG = 2765.94

115 STA: 5+63.23
END CROWN TRANSITION
CENTERLINE FG = 2765.70
WEST EX = 2765.91
WEST ToC = 2765.84
EAST EX = 2766.17
EAST ToC = 2765.84

116 STA: 5+84.74
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

117 STA: 5+96.47
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

118 STA: 6+30.39
18.1-SY - 6" RESIDENTIAL DRIVEWAY APPROACH (10' WIDE)

119 STA: 6+31.82
18.1-SY - 6" RESIDENTIAL DRIVEWAY APPROACH (10' WIDE)

120 STA: 7+04.04
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

121 STA: 7+04.35
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

122 STA: 7+54.38
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

123 STA: 7+56.21
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

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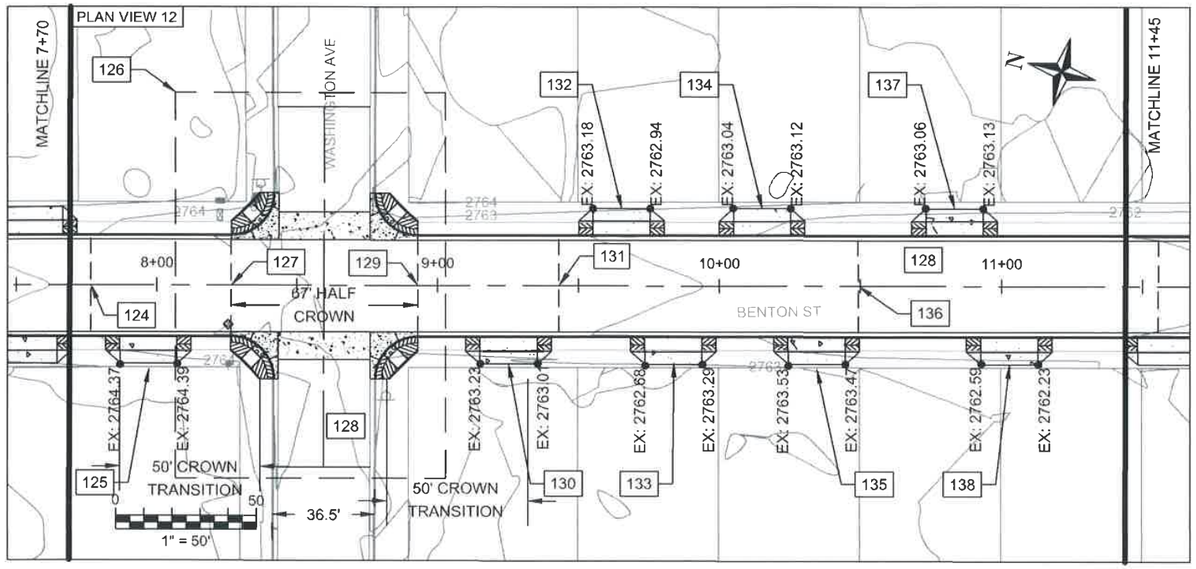
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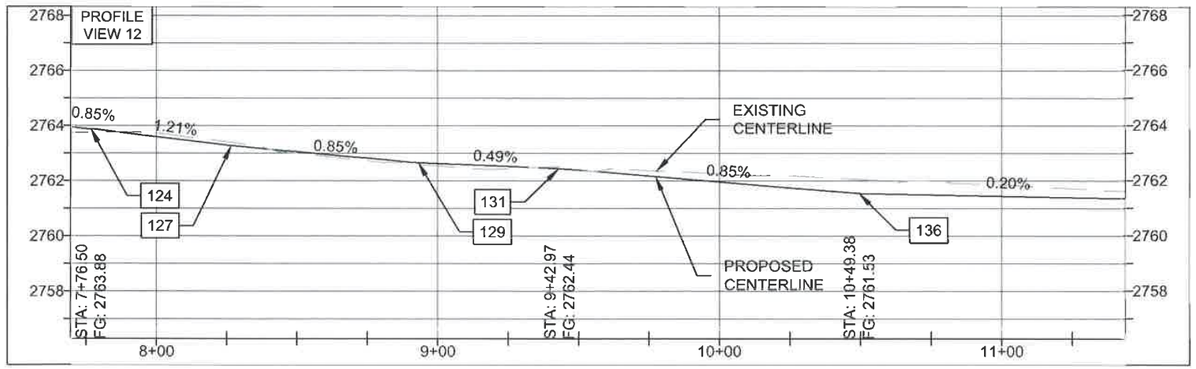
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NEW YORK AVENUE
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11 OF 15

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Scale: NTS

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PAVEMENT KEYED NOTES:

124 STA: 7+76.50
START CROWN TRANSITION
CENTERLINE FG = 2763.88
WEST EX = 2763.64
WEST ToC = 2764.02
EAST EX = 2764.00
EAST ToC = 2764.02

125 STA: 7+97.12
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

126 SEE SHEET 65.

127 STA: 8+26.50
END CROWN TRANSITION
CENTERLINE FG = 2763.28

128 1646-SY HMAC PAVEMENT PER SHEET 11

129 STA: 8+92.97
START CROWN TRANSITION
CENTERLINE FG = 2762.68

130 STA: 9+25.21
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

131 STA: 9+42.97
END CROWN TRANSITION
CENTERLINE FG = 2762.44
WEST EX = 2762.28
WEST ToC = 2762.58
EAST EX = 2763.11
EAST ToC = 2762.58

132 STA: 9+65.20
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

133 STA: 9+83.82
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

134 STA: 10+15.07
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

135 STA: 10+34.57
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

136 STA: 10+49.38
GRADE BREAK
CENTERLINE FG = 2761.53
WEST EX = 2762.80
WEST ToC = 2761.67
EAST EX = 2763.19
EAST ToC = 2761.67

137 STA: 10+83.23
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

138 STA: 11+02.83
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

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JUL 23 2021
JOSHUA C. FERGUSON
117692
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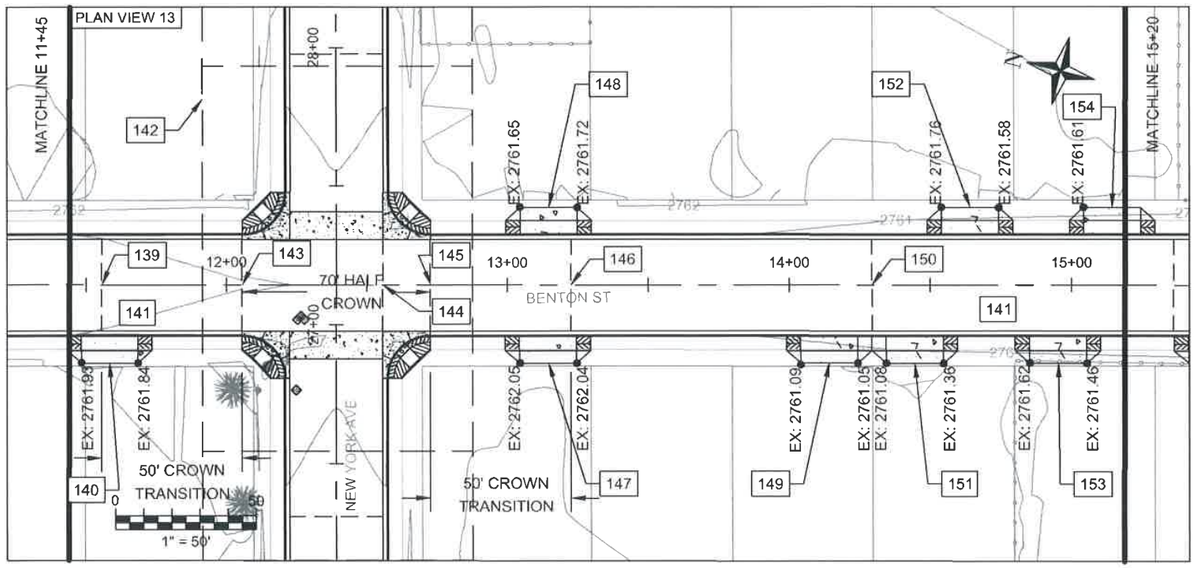
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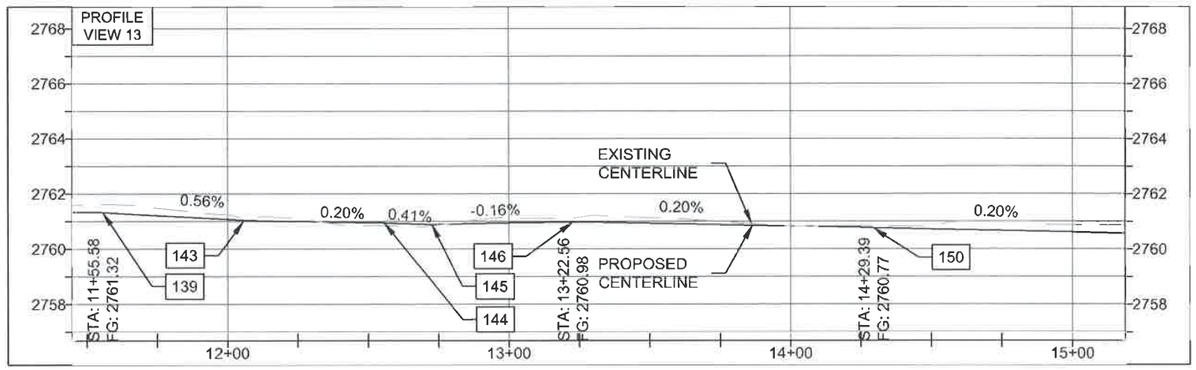
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File : 2020BP20-01 NEW YORK AVE

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PAVEMENT KEYED NOTES:

141 STA: 11+55.58
START CROWN TRANSITION
CENTERLINE FG = 2761.32
WEST EX = 2761.55
WEST ToC = 2761.67
EAST EX = 2762.11
EAST ToC = 2761.67

140 STA: 11+58.66
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

141 1375-SY HMAC PAVEMENT PER SHEET 11

142 SEE SHEET 42 AND 59.

143 STA: 12+05.56
END CROWN TRANSITION
CENTERLINE FG = 2761.04

144 STA: 12+55.56
GRADE BREAK
CENTERLINE FG = 2760.94

145 STA: 12+72.56
START CROWN TRANSITION
CENTERLINE FG = 2760.87

146 STA: 13+22.56
END CROWN TRANSITION
CENTERLINE FG = 2760.95
WEST EX = 2760.90
WEST ToC = 2761.09
EAST EX =2761.11
EAST ToC = 2761.09

147 STA: 13+14.44
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

148 STA: 13+14.56
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

149 STA: 14+14.21
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

150 STA: 14+29.39
GRADE BREAK
CENTERLINE FG = 2760.73
WEST EX = 2760.96
WEST ToC = 2760.87
EAST EX = 2761.41
EAST ToC = 2760.87

151 STA: 14+44.58
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

152 STA: 14+64.05
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

153 STA: 14+95.31
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

154 STA: 15+14.33
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

STATE OF TEXAS
JUL 13 2021
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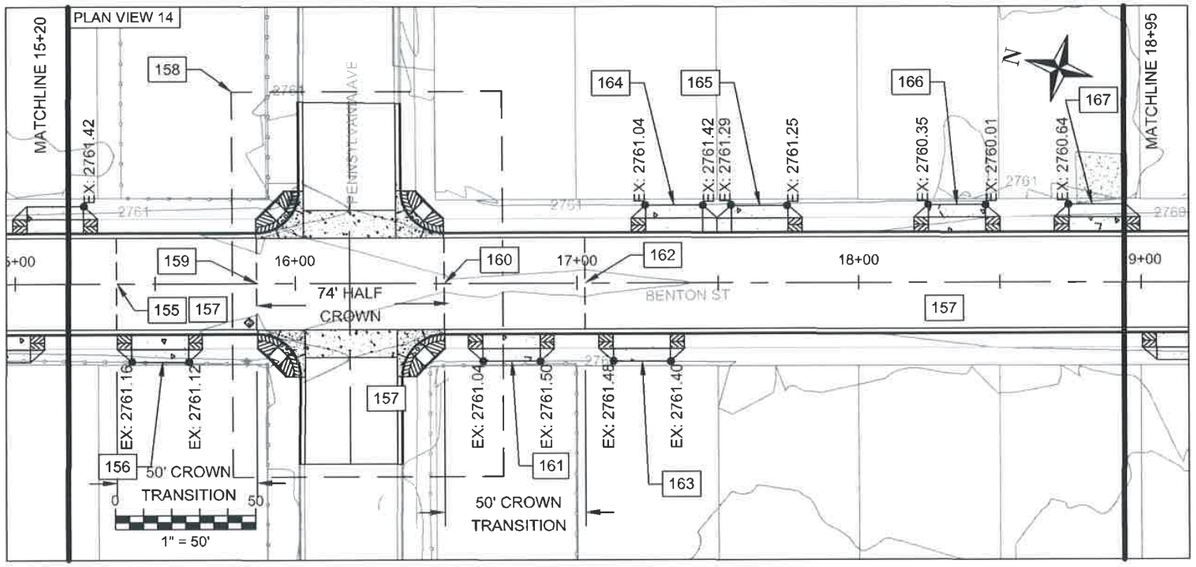
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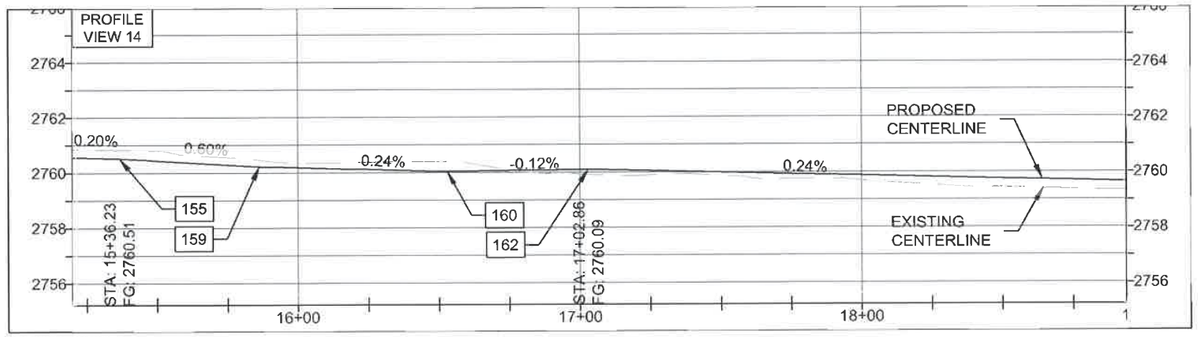
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13 OF 15

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PAVEMENT KEYED NOTES:

155 STA: 15+36.23
START CROWN TRANSITION
CENTERLINE FG = 2760.51
WEST EX = 2760.79
WEST ToC = 2760.65
EAST EX = 2761.04
EAST ToC = 2760.65

156 STA: 15+51.77
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

157 1648-SY HMAC PAVEMENT PER SHEET 11

158 SEE SHEET 66.

159 STA: 15+86.23
END CROWN TRANSITION
CENTERLINE FG = 2760.21

160 STA: 16+52.86
START CROWN TRANSITION
CENTERLINE FG = 2760.03

161 STA: 16+76.69
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

162 STA: 17+02.86
END CROWN TRANSITION
CENTERLINE FG = 2760.09
WEST EX = 2760.42
WEST ToC = 2760.23
EAST EX = 2760.24
EAST ToC = 2760.23

163 STA: 17+24.83
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

164 STA: 17+34.47
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

165 STA: 17+64.74
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

166 STA: 18+34.51
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

167 STA: 18+84.37
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

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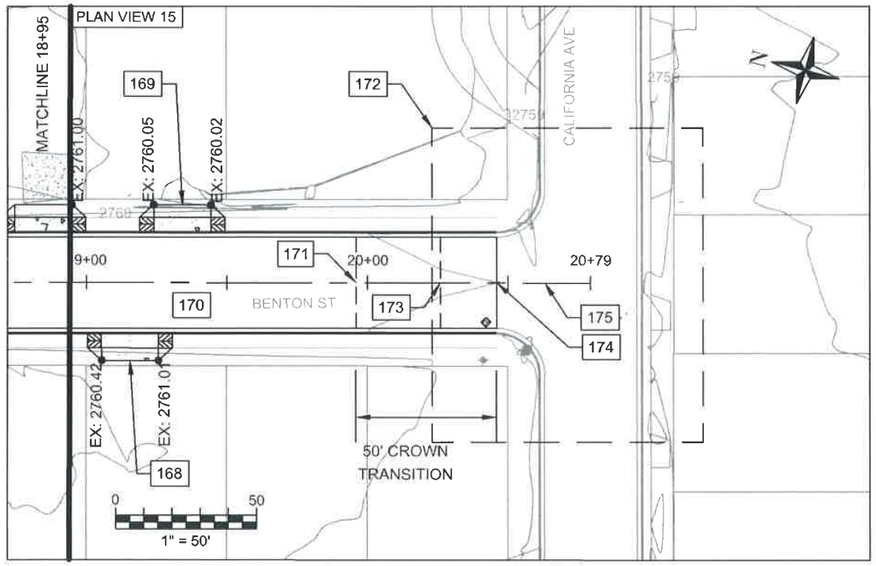
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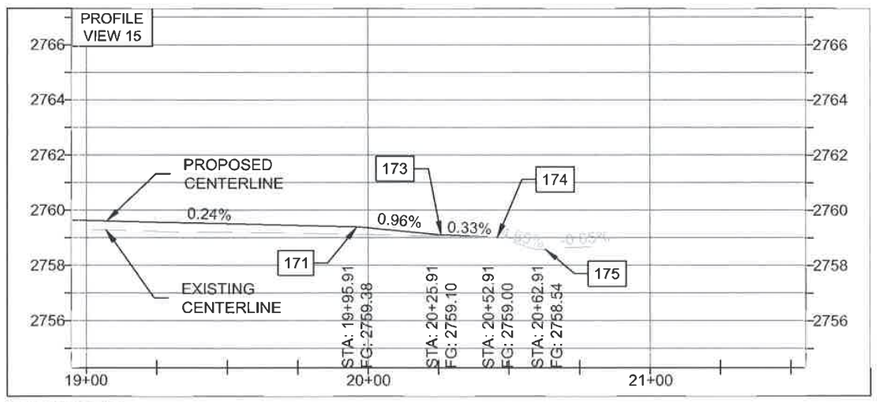
NEW YORK AVENUE
PAVING BOND PROJECT
PLAN & PROFILE
14 OF 15

Scale: NTS
File : 2020\BP20-01 NEW YORK AVE

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OF 83

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PAVEMENT KEYED NOTES:

168 STA: 19+15.55
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

169 STA: 19+34.09
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

170 685-SY HMAC PAVEMENT PER SHEET 11

171 STA: 19+95.91
START CROWN TRANSITION
CENTERLINE FG = 2759.38
WEST EX = 2759.31
WEST ToC = 2759.52
EAST EX = 2759.17
EAST ToC = 2759.52

172 SEE SHEET 67.

173 STA: 20+25.91
GRADE BREAK
CENTERLINE FG = 2759.10
WEST EX = 2759.25
WEST ToC = 2759.43
EAST EX = 2759.43
EAST ToC = 2759.43

174 STA: 20+52.91
END CROWN TRANSITION
END PAVEMENT
EX. CENTERLINE FG = 2759.00
EX. WEST ToC = 2759.21
EX. EAST ToC = 2759.33

175 STA: 20+62.91
END PROJECT
N: 10692860.666
E: 1764561.360
EX. CENTERLINE FG = 2758.54

PAVING NOTES:

A) ALL NEW PAVEMENT IS TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

C) ALL CONCRETE PAVEMENT, VALLEY GUTTERS, FILLETS, CURBS, RAMPS, ALLEY APPROACHES, DRIVEWAYS, AND SIDEWALKS ARE TO BE FIBER REINFORCED PER CITY DETAILS.

D) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

E) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

F) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

G) ALL ALLEY APPROACHES ARE 20.0' WIDE AT THROAT UNLESS OTHERWISE NOTED.

H) ALL RESIDENTIAL DRIVEWAYS ARE 20.0' WIDE AT THROAT UNLESS OTHERWISE NOTED.

I) ALL COMMERCIAL DRIVEWAYS ARE 30.0' WIDE AT THROAT UNLESS OTHERWISE NOTED.

J) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

811 Know what's below. Call before you dig.

Rev. No	Date	Description
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1	7/13/21	REVISED CONTOURS AND ADDED GRADES.
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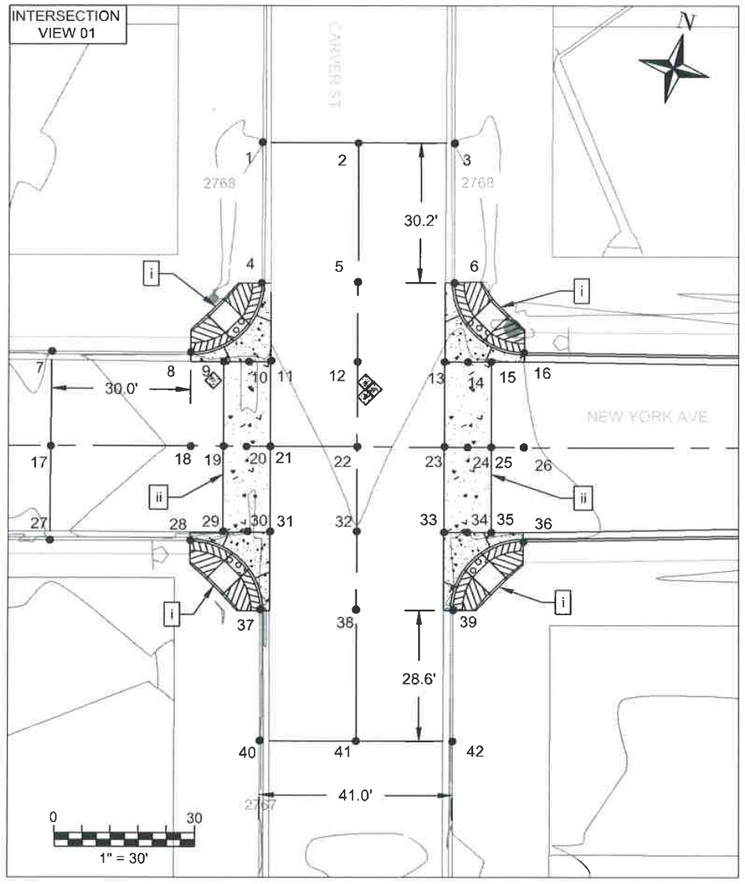
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PROJECT NO. BP20-01
Date: JUNE 2021

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
PLAN & PROFILE
15 OF 15

Scale: NTS
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PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

ii 41.1-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

PAVING NOTES:

A) ALL PROPOSED INFRASTRUCTURE IS TO MATCH EXISTING INFRASTRUCTURE ELEVATIONS AT ALL TIE-IN LOCATIONS REGARDLESS OF GRADES SHOWN.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

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E) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

F) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

CARVER STREET INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10693087.84	1761852.14	2767.52
2	EX CL	10693092.94	1761871.92	2767.62
3	EX TOC	10693098.03	1761891.79	2767.57
4	TOC	10693058.32	1761859.62	2767.46
5	CL	10693063.61	1761879.38	2767.30
6	TOC	10693068.78	1761899.36	2767.48
7	EX TOC	10693032.69	1761819.88	2767.38
8	TOC	10693040.52	1761848.80	2767.36
9	FG	10693039.86	1761856.08	2766.85
10	FL	10693041.10	1761860.92	2766.84
11	FG	10693042.37	1761865.76	2766.90
12	CL	10693046.98	1761883.75	2767.13
13	FG	10693051.77	1761901.64	2766.93
14	FL	10693052.96	1761906.42	2766.89
15	FG	10693054.25	1761911.32	2766.93
16	TOC	10693057.92	1761917.61	2767.45
17	EX CL	10693012.90	1761824.83	2767.24
18	CL	10693020.31	1761853.90	2766.96
19	CL	10693021.93	1761860.66	2766.89
20	CL FL	10693023.31	1761865.29	2766.82
21	CL	10693024.44	1761870.39	2766.88
22	CL	10693029.22	1761888.30	2767.09
23	CL	10693033.80	1761906.23	2766.87
24	CL FL	10693034.95	1761910.32	2766.83
25	CL	10693036.32	1761915.95	2766.87
26	CL	10693038.07	1761922.70	2766.95
27	EX TOC	10692992.91	1761829.82	2767.40
28	TOC	10693000.41	1761859.03	2767.36
29	FG	10693003.99	1761865.25	2766.85
30	FL	10693005.45	1761870.13	2766.80
31	FG	10693006.51	1761875.02	2766.85
32	CL	10693011.29	1761892.92	2767.05
33	FG	10693015.86	1761910.81	2766.81
34	FL	10693017.13	1761915.72	2766.77
35	FG	10693018.37	1761920.56	2766.81
36	TOC	10693018.17	1761927.77	2767.31
37	TOC	10692989.52	1761877.30	2767.29
38	CL	10692994.80	1761897.13	2767.07
39	TOC	10692999.92	1761916.95	2767.27
40	EX TOC	10692962.00	1761884.35	2767.26
41	EX CL	10692967.14	1761904.20	2767.10
42	EX TOC	10692972.21	1761924.11	2767.18

811 Know what's below. Call before you dig.

Rev. No.	Date	Description
2	7/13/21	REVISED CONTOURS AND ADDED GRADES.
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HORIZ.: 1:30
PROJECT NO. BP20-01
Date: JUNE 2021

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
1 OF 16

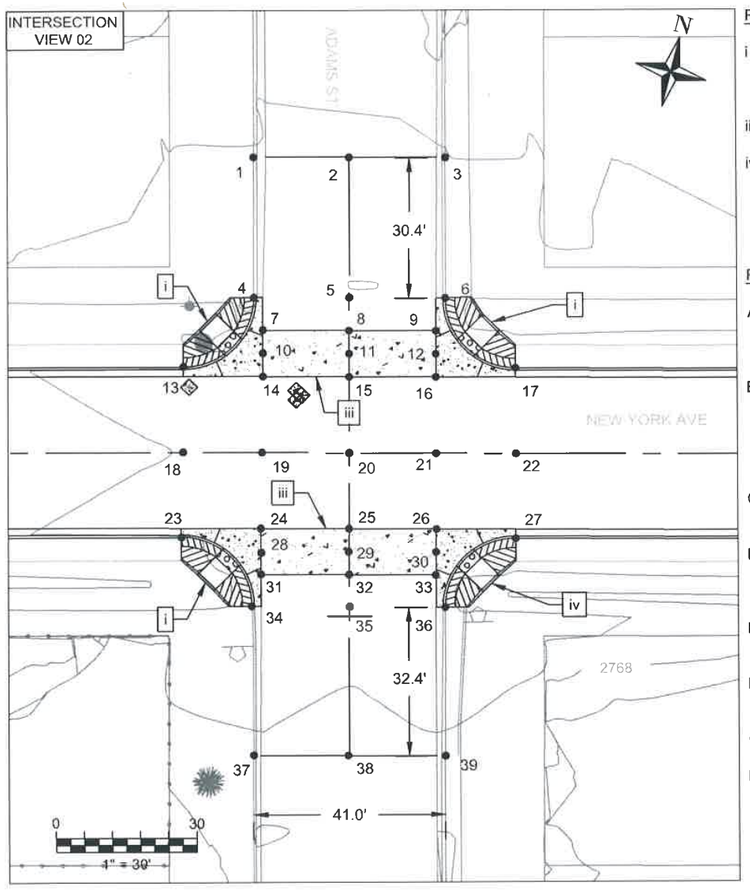
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OF 83

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PACKET
10.251
August 10, 2021

INTERSECTION VIEW 02



PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

iii 36.7-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

iv 19.1-SY - TYPE 12A CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB
14.0-LF - CONCRETE SHORT WALL 12" TALL. SEE DETAIL D03(A) & (B), SHEET 79.

PAVING NOTES:

A) ALL PROPOSED INFRASTRUCTURE IS TO MATCH EXISTING INFRASTRUCTURE ELEVATIONS AT ALL TIE-IN LOCATIONS REGARDLESS OF GRADES SHOWN.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

C) ALL NEW PAVEMENT IS TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE.

D) ALL CONCRETE PAVEMENT, VALLEY GUTTERS, FILLETS, CURBS, RAMPS, ALLEY APPROACHES, DRIVEWAYS, AND SIDEWALKS ARE TO BE FIBER REINFORCED PER CITY DETAILS.

E) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

F) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.



EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

ADAMS STREET INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10693181.59	1762220.16	2767.46
2	EX CL	10693186.72	1762239.98	2767.24
3	EX TOC	10693191.77	1762259.80	2767.38
4	TOC	10693152.19	1762227.67	2767.25
5	CL	10693157.27	1762247.51	2766.69
6	TOC	10693162.27	1762267.33	2767.00
7	FG	10693145.91	1762231.36	2766.70
8	CL	10693150.44	1762249.26	2766.56
9	FG	10693154.96	1762267.16	2766.42
10	FL	10693140.66	1762232.68	2766.66
11	CL FL	10693145.59	1762250.50	2766.52
12	FL	10693149.81	1762268.47	2766.38
13	TOC	10693133.94	1762216.85	2767.32
14	FG	10693136.21	1762233.80	2766.70
15	CL	10693140.74	1762251.71	2766.56
16	FG	10693145.32	1762269.60	2766.42
17	TOC	10693151.41	1762285.59	2766.80
18	CL	10693116.01	1762221.38	2767.04
19	CL	10693120.19	1762237.72	2766.88
20	CL	10693124.76	1762255.82	2766.74
21	CL	10693129.29	1762273.70	2766.60
22	CL	10693133.51	1762290.25	2766.53
23	TOC	10693098.01	1762225.63	2767.32
24	FG	10693104.15	1762241.63	2766.70
25	CL	10693108.73	1762259.72	2766.56
26	FG	10693113.30	1762277.80	2766.42
27	TOC	10693115.57	1762294.77	2766.80
28	FL	10693099.11	1762242.92	2766.66
29	CL FL	10693103.91	1762261.05	2766.52
30	FL	10693108.34	1762279.07	2766.38
31	FG	10693094.46	1762244.08	2766.70
32	CL	10693099.04	1762262.19	2766.56
33	FG	10693103.61	1762280.28	2766.42
34	TOC	10693087.19	1762243.91	2767.26
35	CL	10693092.40	1762264.10	2766.69
36	TOC	10693097.21	1762284.14	2767.02
37	EX TOC	10693055.32	1762252.36	2767.53
38	EX CL	10693060.98	1762272.14	2767.28
39	EX TOC	10693065.90	1762291.98	2767.51

811 Know what's below. Call before you dig.

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VERT.:	N / A
HORIZ.:	1:30
PROJECT NO.	BP20-01
Date:	JUNE 2021

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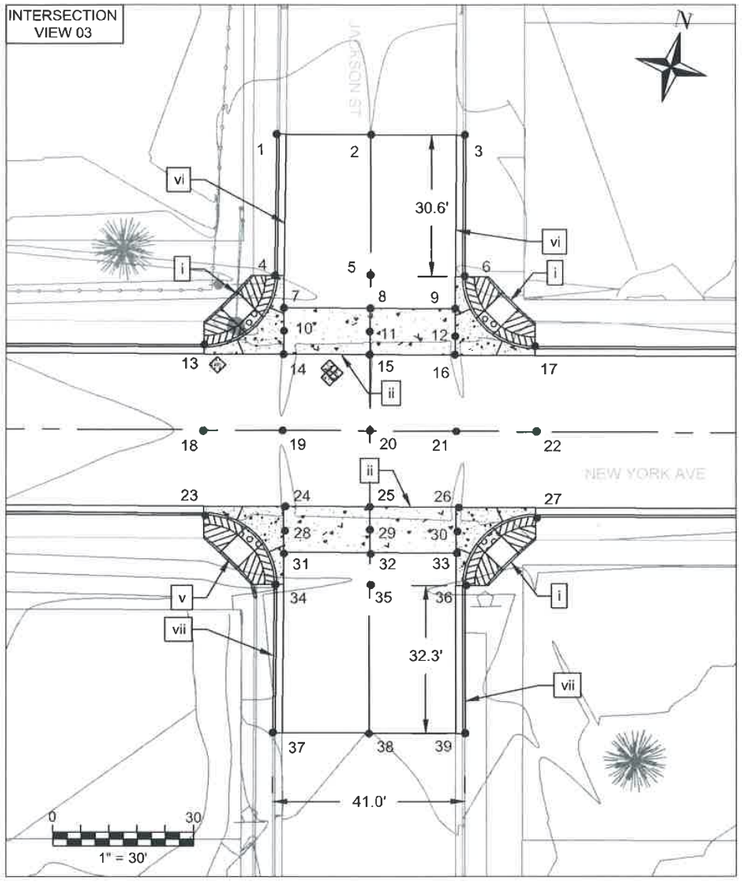
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
2 OF 16

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INTERSECTION VIEW 03



PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

ii 41.1-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

v 19.1-SY - TYPE 12A CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB
17.0-LF - CONCRETE SHORT WALL 20" TALL. SEE DETAIL D03(A) & (B), SHEET 79.

vi 30.6-LF - 6" TYPE A STANDARD CURB

vii 32.3-LF - 6" TYPE A STANDARD CURB

PAVING NOTES:

A) ALL PROPOSED INFRASTRUCTURE IS TO MATCH EXISTING INFRASTRUCTURE ELEVATIONS AT ALL TIE-IN LOCATIONS REGARDLESS OF GRADES SHOWN.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

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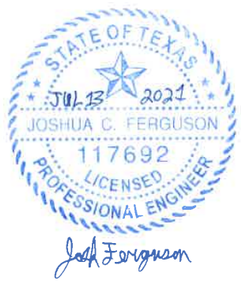
D) ALL CONCRETE PAVEMENT, VALLEY GUTTERS, FILLETS, CURBS, RAMPS, ALLEY APPROACHES, DRIVEWAYS, AND SIDEWALKS ARE TO BE FIBER REINFORCED PER CITY DETAILS.

E) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

F) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.



EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

JACKSON STREET INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10693272.74	1762577.81	2766.46
2	EX CL	10693277.72	1762597.43	2766.31
3	EX TOC	10693282.66	1762616.82	2766.47
4	TOC	10693243.04	1762585.12	2765.48
5	CL	10693248.10	1762604.89	2765.00
6	TOC	10693252.99	1762624.46	2765.39
7	FG	10693236.76	1762588.82	2764.76
8	CL	10693241.24	1762606.55	2764.70
9	FG	10693245.72	1762624.25	2764.64
10	FL	10693231.15	1762590.22	2764.72
11	CL FL	10693236.39	1762607.77	2764.66
12	FL	10693240.28	1762625.95	2764.60
13	TOC	10693224.79	1762574.30	2765.31
14	FG	10693227.04	1762591.18	2764.76
15	CL	10693231.54	1762609.00	2764.70
16	FG	10693236.10	1762627.00	2764.64
17	TOC	10693242.27	1762643.00	2765.09
18	CL	10693206.84	1762578.76	2765.04
19	CL	10693210.85	1762595.15	2764.94
20	CL	10693215.59	1762613.21	2764.88
21	CL	10693220.12	1762631.09	2764.82
22	CL	10693224.39	1762647.62	2764.82
23	TOC	10693188.84	1762583.41	2765.31
24	FG	10693194.99	1762599.04	2764.76
25	CL	10693199.62	1762617.37	2764.70
26	FG	10693204.13	1762635.18	2764.64
27	TOC	10693206.43	1762652.26	2765.09
28	FL	10693190.56	1762600.74	2764.72
29	CL FL	10693194.78	1762618.59	2764.66
30	FL	10693199.66	1762636.33	2764.60
31	FG	10693185.43	1762602.02	2764.76
32	CL	10693189.92	1762619.78	2764.70
33	FG	10693194.49	1762637.65	2764.64
34	TOC	10693178.17	1762601.84	2765.46
35	CL	10693183.20	1762621.50	2764.93
36	FG	10693188.15	1762641.32	2765.36
37	EX TOC	10693146.31	1762609.65	2766.36
38	EX CL	10693151.94	1762629.50	2766.01
39	EX TOC	10693156.91	1762649.39	2766.35

811 Know what's below. Call before you dig.

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CHECKED:	JCF	4							
APPROVED:	JCF	3							
VERT.:	N/A	2							
HORIZ.:	1:30	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.					
PROJECT NO.	BP20-01	0	_/_/__	IFC					
Date:	JUNE 2021	Rev. No.	Date	Description					

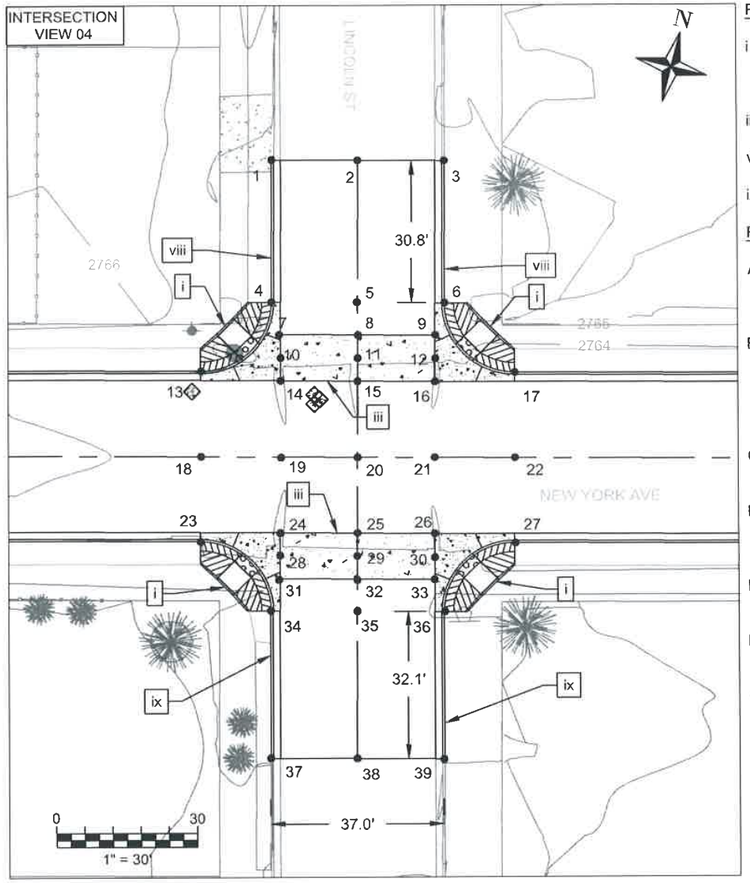
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
3 OF 16

Scale: NTS | File: 2020\BP20-01 NEW YORK AVE

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OF 83

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PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

iii 36.7-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

viii 30.8-LF - 6" TYPE A STANDARD CURB

ix 32.1-LF - 6" TYPE A STANDARD CURB

PAVING NOTES:

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F) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

LINCOLN STREET INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10693362.16	1762929.10	2765.12
2	EX CL	10693366.71	1762946.98	2764.84
3	EX TOC	10693371.24	1762964.81	2765.20
4	TOC	10693332.37	1762936.60	2764.34
5	CL	10693336.93	1762954.55	2763.84
6	TOC	10693341.43	1762972.42	2764.27
7	FG	10693326.08	1762940.27	2763.66
8	CL	10693330.15	1762956.28	2763.61
9	FG	10693334.22	1762972.20	2763.56
10	FL	10693320.95	1762941.58	2763.62
11	CL FL	10693325.27	1762957.50	2763.57
12	FL	10693329.11	1762973.50	2763.51
13	TOC	10693314.12	1762925.78	2764.21
14	FG	10693316.39	1762942.75	2763.66
15	CL	10693320.46	1762958.74	2763.61
16	FG	10693324.46	1762974.67	2763.56
17	TOC	10693330.61	1762990.67	2764.00
18	CL	10693296.27	1762930.40	2763.94
19	CL	10693300.45	1762946.98	2763.84
20	CL	10693304.48	1762962.81	2763.79
21	CL	10693308.48	1762978.76	2763.74
22	CL	10693312.70	1762995.30	2763.73
23	TOC	10693278.26	1762934.92	2764.21
24	FG	10693284.41	1762950.89	2763.66
25	CL	10693288.45	1762966.87	2763.61
26	FG	10693292.48	1762982.85	2763.56
27	TOC	10693294.79	1762999.93	2764.00
28	FL	10693279.55	1762952.13	2763.62
29	CL FL	10693283.60	1762968.10	2763.57
30	FL	10693287.71	1762984.08	2763.51
31	FG	10693274.72	1762953.34	2763.66
32	CL	10693278.79	1762969.35	2763.61
33	FG	10693282.89	1762985.44	2763.56
34	TOC	10693267.45	1762953.16	2764.35
35	CL	10693272.00	1762971.07	2763.86
36	FG	10693276.51	1762988.99	2764.26
37	EX TOC	10693236.27	1762961.11	2765.19
38	EX CL	10693240.86	1762979.12	2764.94
39	EX TOC	10693245.38	1762996.89	2765.13

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

811 Know what's below. Call before you dig.

DRAWN:	PAK
CHECKED:	JCF
APPROVED:	JCF
VERT.:	N / A
HORIZ.:	1:30
PROJECT NO.	BP20-01
Date:	JUNE 2021

Rev. No.	Date	Description
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1	7/13/21	REVISED CONTOURS AND ADDED GRADES.
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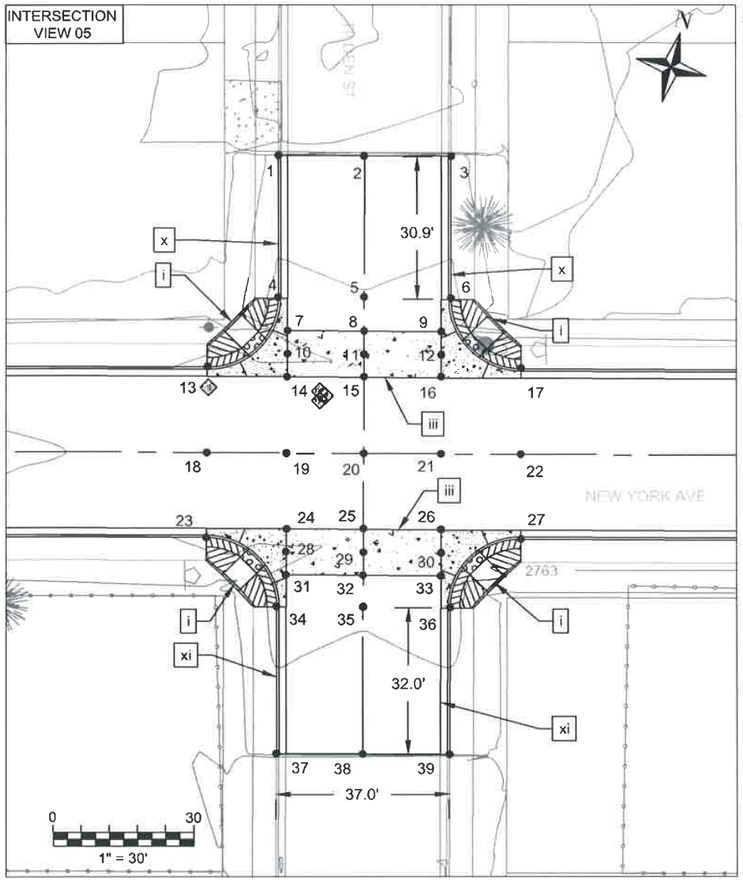
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
4 OF 16

Scale: NTS | File: 2020\BP20-01 NEW YORK AVE

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INTERSECTION VIEW 05



PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

iii 36.7-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

x 30.9-LF - 6" TYPE A STANDARD CURB

xi 32.0-LF - 6" TYPE A STANDARD CURB

PAVING NOTES:

A) ALL PROPOSED INFRASTRUCTURE IS TO MATCH EXISTING INFRASTRUCTURE ELEVATIONS AT ALL TIE-IN LOCATIONS REGARDLESS OF GRADES SHOWN.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

C) ALL NEW PAVEMENT IS TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE.

D) ALL CONCRETE PAVEMENT, VALLEY GUTTERS, FILLETS, CURBS, RAMPS, ALLEY APPROACHES, DRIVEWAYS, AND SIDEWALKS ARE TO BE FIBER REINFORCED PER CITY DETAILS.

E) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

F) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

TILDEN STREET INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10693450.96	1763277.84	2764.11
2	EX CL	10693455.47	1763295.64	2763.80
3	EX TOC	10693460.01	1763313.57	2764.20
4	TOC	10693421.03	1763285.46	2763.27
5	CL	10693425.58	1763303.33	2762.76
6	TOC	10693430.07	1763321.19	2763.20
7	FG	10693414.75	1763289.18	2762.58
8	CL	10693418.77	1763305.08	2762.52
9	FG	10693422.79	1763320.99	2762.47
10	FL	10693409.90	1763290.38	2762.53
11	CL FL	10693413.92	1763306.30	2762.48
12	FL	10693417.95	1763322.24	2762.43
13	TOC	10693402.78	1763274.64	2763.13
14	FG	10693405.03	1763291.61	2762.58
15	CL	10693409.09	1763307.53	2762.52
16	FG	10693413.10	1763323.47	2762.47
17	TOC	10693419.23	1763339.38	2762.92
18	CL	10693384.84	1763279.16	2762.85
19	CL	10693389.06	1763295.65	2762.76
20	CL	10693393.09	1763311.61	2762.70
21	CL	10693397.12	1763327.57	2762.65
22	CL	10693401.29	1763344.02	2762.64
23	TOC	10693366.82	1763283.82	2763.13
24	FG	10693373.08	1763299.69	2762.58
25	CL	10693377.16	1763315.67	2762.52
26	FG	10693381.26	1763331.65	2762.47
27	TOC	10693383.41	1763348.64	2762.92
28	FL	10693368.20	1763300.88	2762.53
29	CL FL	10693372.25	1763316.91	2762.48
30	FL	10693376.29	1763332.92	2762.43
31	FG	10693363.35	1763302.11	2762.58
32	CL	10693367.41	1763318.16	2762.52
33	FG	10693371.45	1763334.16	2762.47
34	TOC	10693356.09	1763301.97	2763.20
35	CL	10693360.66	1763319.88	2762.72
36	FG	10693365.16	1763337.93	2763.11
37	EX TOC	10693325.58	1763311.87	2763.80
38	EX CL	10693329.64	1763327.79	2763.63
39	EX TOC	10693333.69	1763343.77	2763.76

STATE OF TEXAS
JUL 13 2021
JOSHUA C FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

811 Know what's below. Call before you dig.

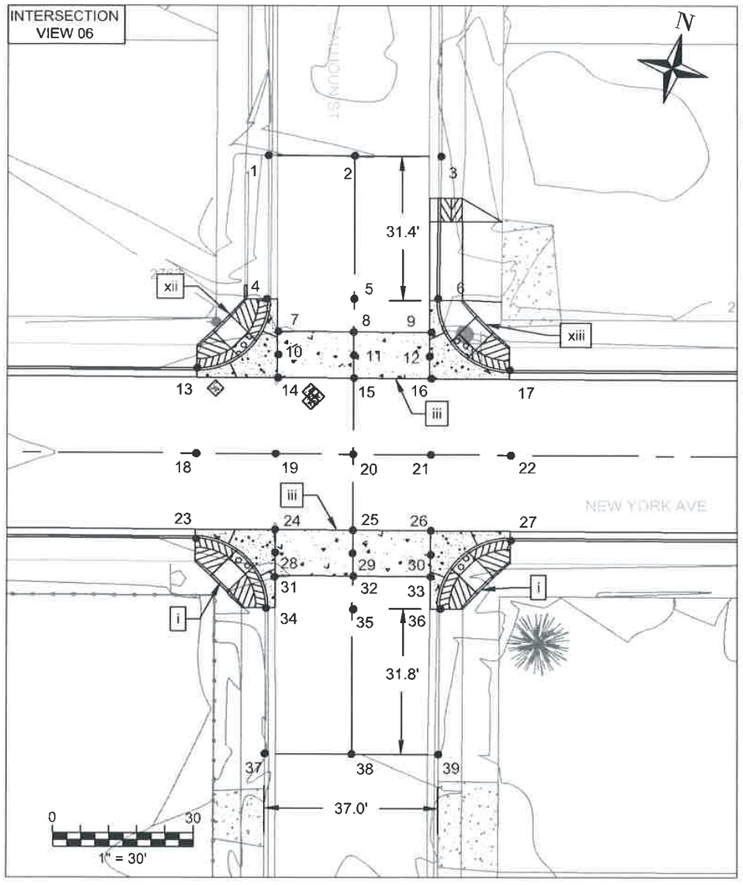
DRAWN:	PAK	5					
CHECKED:	JCF	4					
APPROVED:	JCF	3					
VERT.:	N / A	2					
HORIZ.:	1:30	1	7/13/21	REVISED CONTOURS AND ADDED GRADES			
PROJECT NO.	BP20-01	0	_/_/_	IFC			
Date:	JUNE 2021	Rev. No	Date	Description			

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
5 OF 16

Scale: NTS | File : 2020\BP20-01 NEW YORK AVE

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PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

iii 36.7-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

xii 19.1-SY - TYPE 12A CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB
17.0-LF - CONCRETE SHORT WALL 16.5" TALL. SEE DETAIL D03(A) & (B), SHEET 79.

xiii 19.1-SY - TYPE 12A CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB
17.0-LF - CONCRETE SHORT WALL 18" TALL. SEE DETAIL D03(A) & (B), SHEET 79.

PAVING NOTES:

A) ALL PROPOSED INFRASTRUCTURE IS TO MATCH EXISTING INFRASTRUCTURE ELEVATIONS AT ALL TIE-IN LOCATIONS REGARDLESS OF GRADES SHOWN.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

C) ALL NEW PAVEMENT IS TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE.

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E) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

F) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

CALHOUN STREET INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10693539.78	1763626.69	2762.16
2	EX CL	10693544.33	1763644.54	2761.90
3	EX TOC	10693548.87	1763662.40	2762.11
4	TOC	10693509.70	1763634.38	2762.15
5	CL	10693514.26	1763652.22	2761.66
6	TOC	10693518.67	1763669.81	2762.08
7	FG	10693503.42	1763638.08	2761.65
8	CL	10693507.41	1763653.85	2761.61
9	FG	10693511.40	1763669.63	2761.57
10	FL	10693497.85	1763639.48	2761.61
11	CL FL	10693502.59	1763655.19	2761.57
12	FL	10693505.91	1763671.00	2761.53
13	TOC	10693491.22	1763623.52	2762.18
14	FG	10693493.73	1763640.53	2761.65
15	CL	10693497.71	1763656.30	2761.61
16	FG	10693501.70	1763672.08	2761.57
17	TOC	10693507.36	1763688.18	2762.02
18	CL	10693473.52	1763628.09	2761.91
19	CL	10693477.54	1763644.48	2761.83
20	CL	10693481.64	1763660.54	2761.79
21	CL	10693485.73	1763676.54	2761.75
22	CL	10693490.12	1763693.04	2761.76
23	TOC	10693455.51	1763632.60	2762.18
24	FG	10693461.67	1763648.37	2761.65
25	CL	10693465.77	1763664.59	2761.61
26	FG	10693469.82	1763680.62	2761.57
27	TOC	10693472.01	1763697.60	2762.02
28	FL	10693455.93	1763650.04	2761.61
29	CL FL	10693460.93	1763665.83	2761.57
30	FL	10693465.31	1763681.77	2761.53
31	FG	10693452.03	1763651.03	2761.65
32	CL	10693456.08	1763667.07	2761.61
33	FG	10693460.13	1763683.09	2761.57
34	TOC	10693444.75	1763650.83	2762.15
35	CL	10693449.34	1763668.79	2761.66
36	FG	10693453.85	1763686.76	2762.11
37	EX TOC	10693413.73	1763659.40	2762.13
38	EX CL	10693418.46	1763676.68	2761.90
39	EX TOC	10693423.03	1763694.61	2762.27

811 Know what's below. Call before you dig.

DRAWN:	PAK
CHECKED:	JCF
APPROVED:	JCF
VERT.:	N / A
HORIZ.:	1:30
PROJECT NO	BP20-01
Date:	JUNE 2021

Rev. No.	Date	Description
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1	7/13/21	REVISED CONTOURS AND ADDED GRADES.
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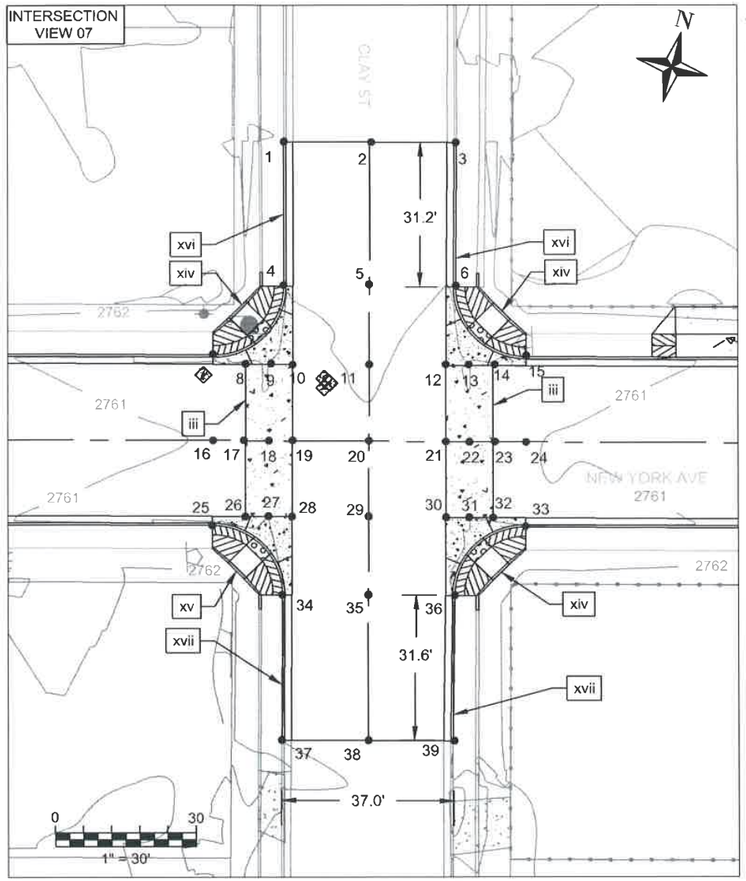
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
6 OF 16

Scale: NTS | File: 2020\BP20-01 NEW YORK AVE

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INTERSECTION VIEW 07



PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

iii 36.7-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

xiv 19.1-SY - TYPE 12A CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB
17.0-LF - CONCRETE SHORT WALL 12" TALL. SEE DETAIL D03(A) & (B), SHEET 79.

xv 19.1-SY - TYPE 12A CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB
17.0-LF - CONCRETE SHORT WALL 15" TALL. SEE DETAIL D03(A) & (B), SHEET 79.

xvi 31.2-LF - 6" TYPE A STANDARD CURB

xvii 31.6-LF - 6" TYPE A STANDARD CURB

PAVING NOTES:

A) ALL PROPOSED INFRASTRUCTURE IS TO MATCH EXISTING INFRASTRUCTURE ELEVATIONS AT ALL TIE-IN LOCATIONS REGARDLESS OF GRADES SHOWN.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

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E) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

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G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.



EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

CLAY STREET INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10693628.67	1763975.81	2761.62
2	EX CL	10693633.20	1763993.62	2761.54
3	EX TOC	10693637.74	1764011.42	2761.69
4	TOC	10693598.44	1763983.52	2761.50
5	CL	10693602.97	1764001.31	2761.18
6	TOC	10693607.50	1764019.12	2761.56
7	TOC	10693580.19	1763972.70	2761.45
8	FG	10693579.98	1763979.98	2760.93
9	FL	10693581.20	1763984.73	2760.89
10	FG	10693582.46	1763989.66	2760.93
11	CL	10693586.49	1764005.51	2761.11
12	FG	10693590.48	1764021.40	2761.00
13	FL	10693591.80	1764026.57	2760.96
14	FG	10693592.96	1764031.09	2761.00
15	TOC	10693596.63	1764037.38	2761.52
16	CL	10693562.28	1763977.33	2760.93
17	CL	10693564.01	1763984.02	2760.86
18	CL FL	10693565.21	1763988.87	2760.82
19	CL	10693566.47	1763993.71	2760.86
20	CL	10693570.50	1764009.58	2761.04
21	CL	10693574.49	1764025.48	2760.92
22	CL FL	10693575.73	1764030.32	2760.88
23	CL	10693576.98	1764035.16	2760.92
24	CL	10693578.72	1764042.01	2761.00
25	TOC	10693544.32	1763981.78	2761.32
26	FG	10693547.99	1763988.07	2760.79
27	FL	10693549.23	1763992.91	2760.75
28	FG	10693550.47	1763997.76	2760.79
29	CL	10693554.51	1764013.65	2760.97
30	FG	10693558.50	1764029.56	2760.85
31	FL	10693559.83	1764034.74	2760.81
32	FG	10693560.98	1764039.25	2760.85
33	TOC	10693560.77	1764046.52	2761.39
34	TOC	10693533.50	1764000.03	2761.23
35	CL	10693538.04	1764017.84	2760.91
36	TOC	10693543.02	1764037.64	2761.29
37	EX TOC	10693502.78	1764007.83	2761.10
38	EX CL	10693507.28	1764025.53	2760.95
39	EX TOC	10693511.86	1764043.50	2761.16

811 Know what's below. Call before you dig.

Rev. No	Date	Description
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1	7/13/21	REVISED CONTOURS AND ADDED GRADES.
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DRAWN: PAK
CHECKED: JCF
APPROVED: JCF
VERT.: N/A
HORIZ.: 1:30
PROJECT NO. BP20-01
Date: JUNE 2021

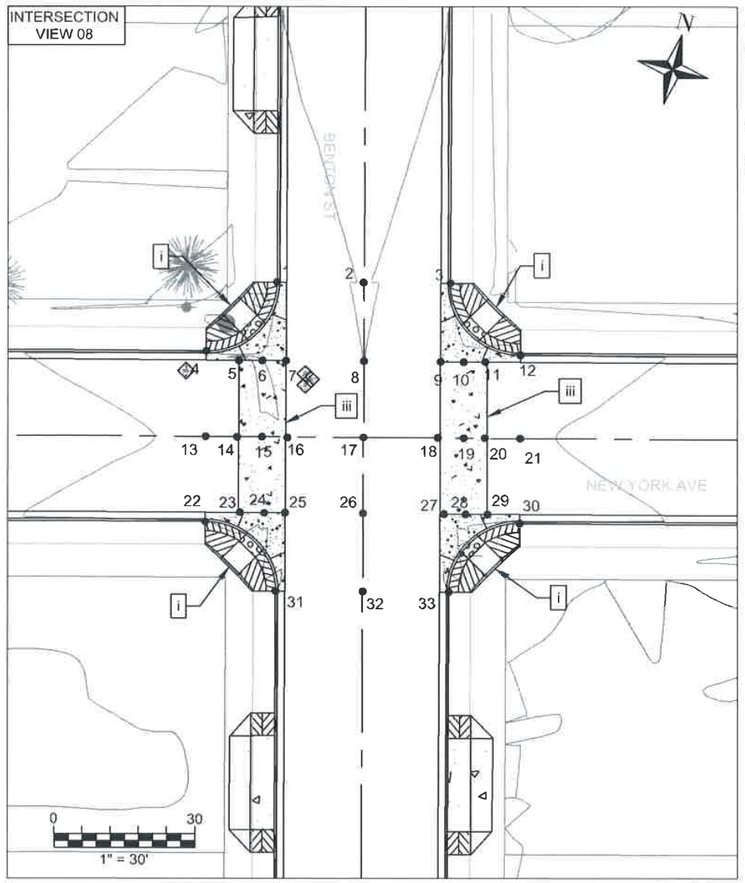
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
7 OF 16

Scale: NTS
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58
OF 83

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PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

iii 36.7-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

PAVING NOTES:

A) ALL PROPOSED INFRASTRUCTURE IS TO MATCH EXISTING INFRASTRUCTURE ELEVATIONS AT ALL TIE-IN LOCATIONS REGARDLESS OF GRADES SHOWN.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

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E) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

F) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

BENTON STREET INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	TOC	10693686.91	1764331.74	2761.36
2	CL	10693691.48	1764349.69	2761.04
3	TOC	10693696.04	1764367.65	2761.36
4	TOC	10693668.66	1764320.91	2761.36
5	FG	10693668.47	1764328.19	2760.83
6	FL	10693669.70	1764333.03	2760.79
7	FG	10693670.93	1764337.88	2760.83
8	CL	10693675.00	1764353.89	2761.01
9	FG	10693679.08	1764369.91	2760.83
10	FL	10693680.31	1764374.75	2760.79
11	FG	10693681.55	1764379.60	2760.83
12	TOC	10693685.22	1764385.88	2761.39
13	CL	10693650.76	1764325.48	2760.87
14	CL	10693652.49	1764332.26	2760.79
15	CL FL	10693653.71	1764337.10	2760.75
16	CL	10693654.95	1764341.95	2760.79
17	CL	10693659.05	1764358.08	2760.97
18	CL	10693663.09	1764373.98	2760.79
19	CL FL	10693664.32	1764378.83	2760.75
20	CL	10693665.55	1764383.67	2760.79
21	CL	10693667.28	1764390.45	2760.90
22	TOC	10693632.81	1764330.05	2761.29
23	FG	10693636.49	1764336.33	2760.76
24	FL	10693637.72	1764341.18	2760.71
25	FG	10693638.96	1764346.02	2760.76
26	CL	10693643.05	1764362.15	2760.94
27	FG	10693647.10	1764378.05	2760.76
28	FL	10693648.33	1764382.90	2760.71
29	FG	10693649.57	1764387.74	2760.76
30	TOC	10693649.35	1764395.02	2761.33
31	TOC	10693621.99	1764348.30	2761.19
32	CL	10693626.55	1764366.24	2760.87
33	TOC	10693631.12	1764384.20	2761.19

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

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No.	Description	Date
1	REVISED CONTOURS AND ADDED GRADES.	7/13/21
0	IFC	_/_/_

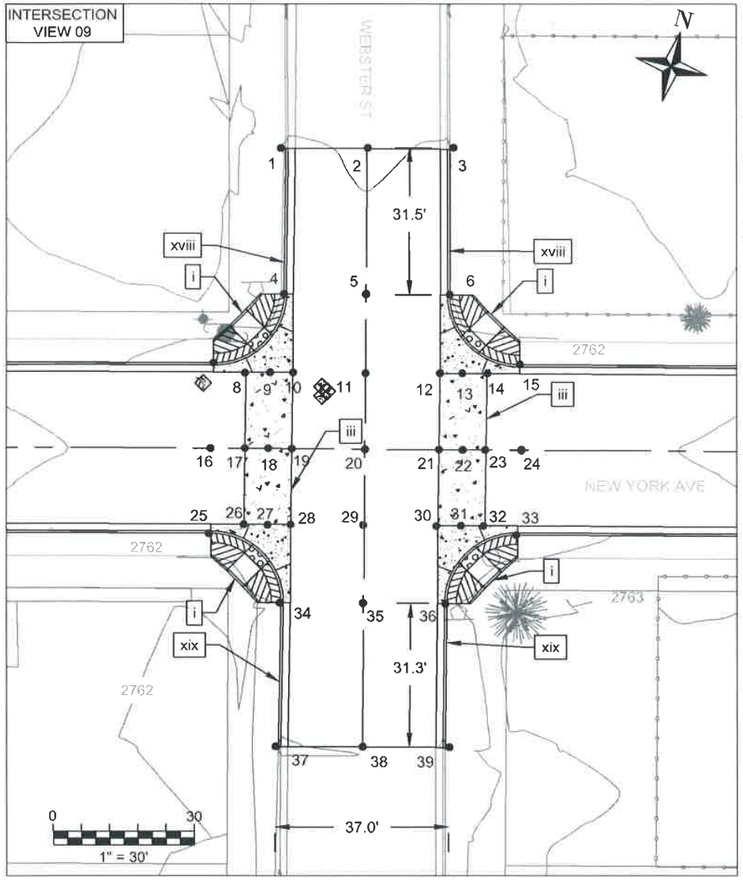
DRAWN: PAK
CHECKED: JCF
APPROVED: JCF
VERT.: N / A
HORIZ.: 1:30
PROJECT NO. BP20-01
Date: JUNE 2021

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
8 OF 16

Scale: NTS
File: 2020BP20-01 NEW YORK AVE

File: P:\Engineering Services\Engineering Projects\2019\19-34 New York Wt HG DWG\3G3 1 (WG)\PVNG Plans\C.SV4 529 INT.dwg Jul 13 '2021 - 4:18pm jshigdon



PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

iii 36.7-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

xviii 31.5-LF - 6" TYPE A STANDARD CURB

xix 31.3-LF - 6" TYPE A STANDARD CURB

PAVING NOTES:

A) ALL PROPOSED INFRASTRUCTURE IS TO MATCH EXISTING INFRASTRUCTURE ELEVATIONS AT ALL TIE-IN LOCATIONS REGARDLESS OF GRADES SHOWN.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

C) ALL NEW PAVEMENT IS TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE.

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E) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

F) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

STATE OF TEXAS
JUL 23 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

WEBSTER STREET INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10693806.28	1764673.40	2762.49
2	EX CL	10693810.82	1764691.22	2762.37
3	EX TOC	10693815.66	1764708.95	2762.49
4	TOC	10693775.93	1764681.89	2762.29
5	CL	10693780.19	1764698.89	2761.77
6	TOC	10693784.21	1764716.25	2762.27
7	TOC	10693757.68	1764671.07	2762.21
8	FG	10693757.47	1764678.35	2761.69
9	FL	10693758.78	1764683.46	2761.64
10	FG	10693759.95	1764883.04	2761.69
11	CL	10693763.71	1764703.02	2761.87
12	FG	10693767.64	1764718.43	2761.66
13	FL	10693768.82	1764723.12	2761.62
14	FG	10693770.01	1764728.14	2761.66
15	TOC	10693773.80	1764734.40	2762.19
16	CL	10693739.64	1764675.20	2761.65
17	CL	10693741.35	1764682.26	2761.57
18	CL FL	10693742.74	1764687.06	2761.53
19	CL	10693743.91	1764691.92	2761.57
20	CL	10693747.73	1764707.03	2761.75
21	CL	10693751.64	1764722.32	2761.53
22	CL FL	10693752.81	1764727.18	2761.49
23	CL	10693754.00	1764732.04	2761.53
24	CL	10693755.92	1764739.03	2761.62
25	TOC	10693721.65	1764679.85	2762.00
26	FG	10693725.52	1764686.08	2761.45
27	FL	10693726.81	1764691.63	2761.41
28	FG	10693728.00	1764693.77	2761.45
29	CL	10693731.69	1764711.04	2761.63
30	FG	10693735.40	1764726.27	2761.41
31	FL	10693736.85	1764731.29	2761.36
32	FG	10693737.76	1764735.99	2761.41
33	TOC	10693737.73	1764743.71	2761.97
34	TOC	10693710.91	1764698.07	2761.85
35	CL	10693715.20	1764715.18	2761.53
36	TOC	10693720.16	1764734.09	2761.80
37	EX TOC	10693680.24	1764704.85	2761.65
38	EX CL	10693684.57	1764722.85	2761.42
39	EX TOC	10693689.38	1764740.74	2761.58

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DRAWN:	PAK	5				
CHECKED:	JCF	4				
APPROVED:	JCF	3				
VERT.:	N / A	2				
HORIZ.:	1:30	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.		
PROJECT NO.	BP20-01	0	_/_/_	IFC		
Date:	JUNE 2021	Rev. No.	Date	Description		

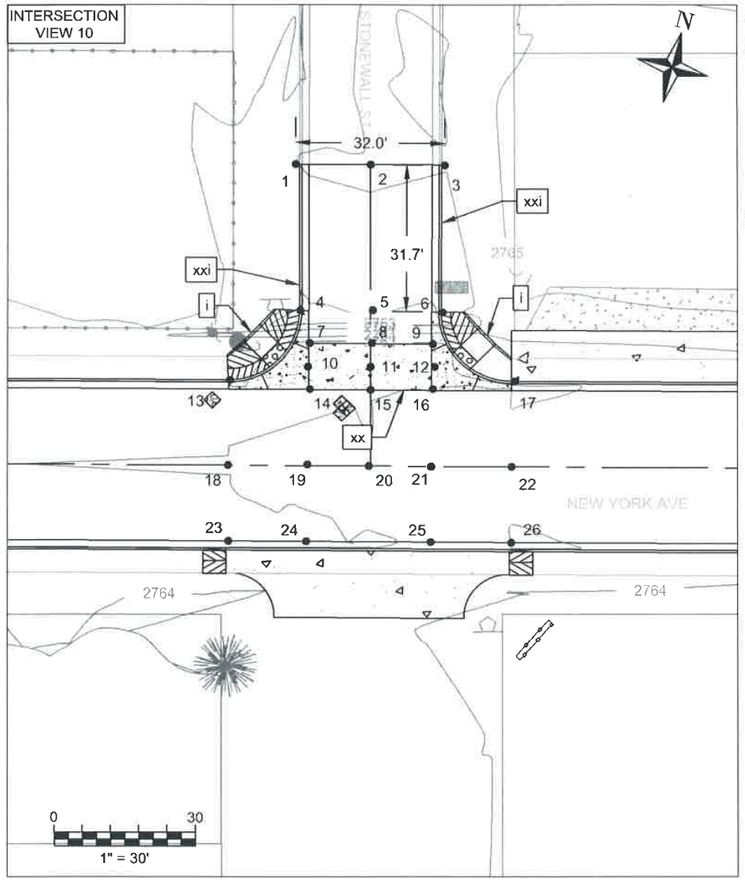
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
9 OF 16

Scale: NTS | File: 2020\BP20-01 NEW YORK AVE

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OF 83

File: P:\Engineering Services\Engineering Projects\2020\19JU19-04 New York WI 103 DWG\Sh3 | 7WIP\PANG Plots\C-604 528 INT.dwg Jul 13, 2021 - 4:18pm pangton



PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

xx 35.6-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

xxi 31.7-LF - 6" TYPE A STANDARD CURB

PAVING NOTES:

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G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

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STONEWALL STREET INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10693895.66	1765024.43	2763.97
2	EX CL	10693899.61	1765039.95	2764.22
3	EX TOC	10693903.46	1765055.32	2763.99
4	TOC	10693865.29	1765033.10	2763.52
5	CL	10693868.03	1765048.09	2763.19
6	TOC	10693872.60	1765062.44	2763.63
7	FG	10693858.92	1765036.82	2762.94
8	CL	10693862.12	1765049.54	2763.01
9	FG	10693865.33	1765062.42	2763.07
10	FL	10693853.68	1765038.14	2762.90
11	CL FL	10693857.30	1765050.88	2762.96
12	FL	10693860.18	1765063.54	2763.03
13	TOC	10693846.90	1765022.22	2763.37
14	FG	10693849.22	1765039.27	2762.94
15	CL	10693852.46	1765052.14	2763.01
16	FG	10693855.63	1765064.71	2763.07
17	TOC	10693861.78	1765080.69	2763.64
18	CL	10693829.05	1765026.83	2763.10
19	CL	10693833.07	1765043.21	2763.12
20	CL	10693836.49	1765056.30	2763.19
21	CL	10693839.66	1765068.77	2763.25
22	CL	10693843.94	1765085.30	2763.36
23	FG	10693813.03	1765030.97	2762.87
24	FG	10693817.00	1765047.15	2762.94
25	FG	10693823.68	1765072.86	2763.07
26	FG	10693827.96	1765089.43	2763.14

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
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PROFESSIONAL ENGINEER

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Description	Date	Rev. No.
REVISED CONTOURS AND ADDED GRADES.	7/13/21	1
IFC	_/_/_	0

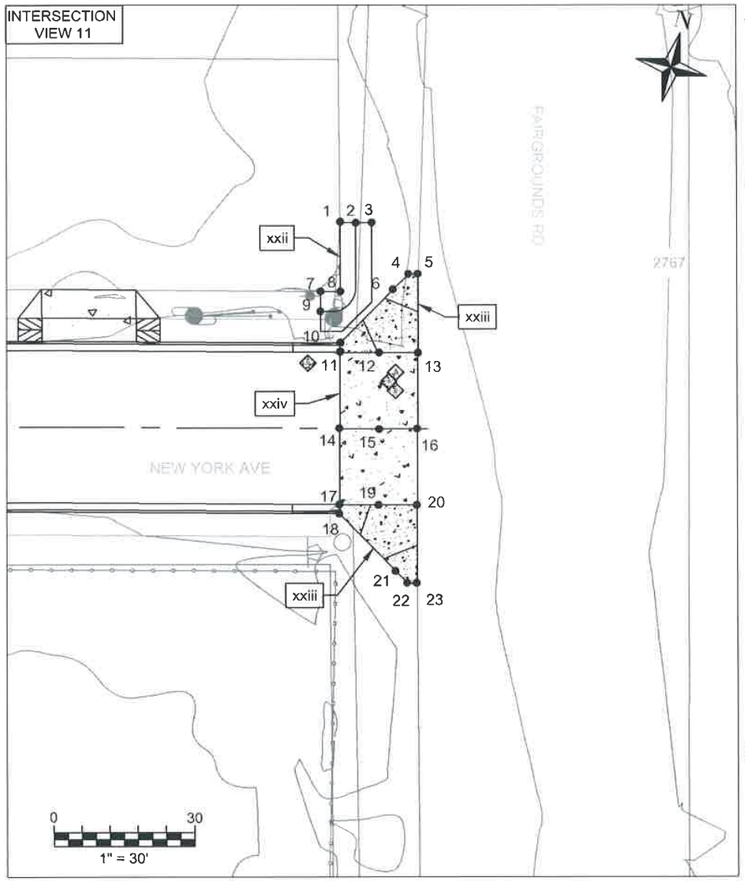
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CHECKED: JCF 4
APPROVED: JCF 3
VERT.: N/A 2
HORIZ.: 1:30 1
PROJECT NO BP20-01 0
Date: JUNE 2021 Rev. No. Date

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
10 OF 16

Scale: NTS
File: 2020\BP20-01 NEW YORK AVE

File: P:\Engineering Services\Engineering Projects\2019\19-04 New York NH to Dix\DWG\53.1 TWDP\PAG Plans\C 324-526 INT.dwg Jul 13, 2021 - 4:18pm jshipson



PAVEMENT KEYED NOTES:

xxii 4.22-CY - EARTH BERM

xxiii 19.6-SY - 6" REINFORCED CONCRETE FILLET WITH NO CURB

xxiv 68.2-SY - REINFORCED CONCRETE VALLEY GUTTER, 16.5' WIDE

PAVING NOTES:

A) ALL PROPOSED INFRASTRUCTURE IS TO MATCH EXISTING INFRASTRUCTURE ELEVATIONS AT ALL TIE-IN LOCATIONS REGARDLESS OF GRADES SHOWN.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

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F) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

STABILIZATION NOTES:

a) USE SEED MIXTURE DESCRIBED IN GENERAL NOTE H OF SHEET 08 TO STABILIZE EARTH BERM. SURFACE AREA OF EARTH BERM IS APPROXIMATELY 19-SY.

b) PLACE EROSION CONTROL MATS OVER BERM SURFACE ONCE SEEDS AND FERTILIZER HAVE BEEN PLACED.

FAIRGROUNDS ROAD INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	FG	10693991.92	1765486.374	2767.00
2	FG	10693992.62	1765489.691	2766.50
3	FG	10693993.48	1765492.97	2766.40
4	FG	10693986.66	1765502.91	2765.88
5	EX FG	10693987.15	1765504.85	2765.88
6	FL	10693982.96	1765500.79	2765.32
7	FG	10693976.27	1765486.17	2766.60
8	FG	10693977.35	1765490.24	2766.60
9	FG	10693972.11	1765487.20	2766.40
10	TOC	10693968.51	1765492.50	2765.36
11	FG	10693966.58	1765493.00	2765.36
12	FL	10693966.67	1765501.53	2765.29
13	EX FG	10693970.68	1765509.06	2765.82
14	CL	10693948.64	1765497.54	2765.31
15	CL FL	10693950.68	1765505.57	2765.24
16	EX CL	10693952.72	1765513.61	2765.76
17	FG	10693931.25	1765501.95	2765.26
18	TOC	10693928.75	1765502.60	2765.26
19	FL	10693934.69	1765509.64	2765.19
20	EX FG	10693934.81	1765518.14	2765.71
21	FL	10693920.12	1765516.71	2765.16
22	FG	10693917.84	1765520.42	2765.66
23	EX FG	10693918.34	1765522.35	2765.66

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
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FG	FINISH GRADE

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

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No.	Description	Date
1	REVISED CONTOURS AND ADDED GRADES	7/13/21
0	IFC	_/_/_

DRAWN: PAK 5
CHECKED: JCF 4
APPROVED: JCF 3
VERT.: N/A 2
HORIZ.: 1:30 1
PROJECT NO. BP20-01 0
Date: JUNE 2021 Rev. No.

MIDLAND Engineering Services

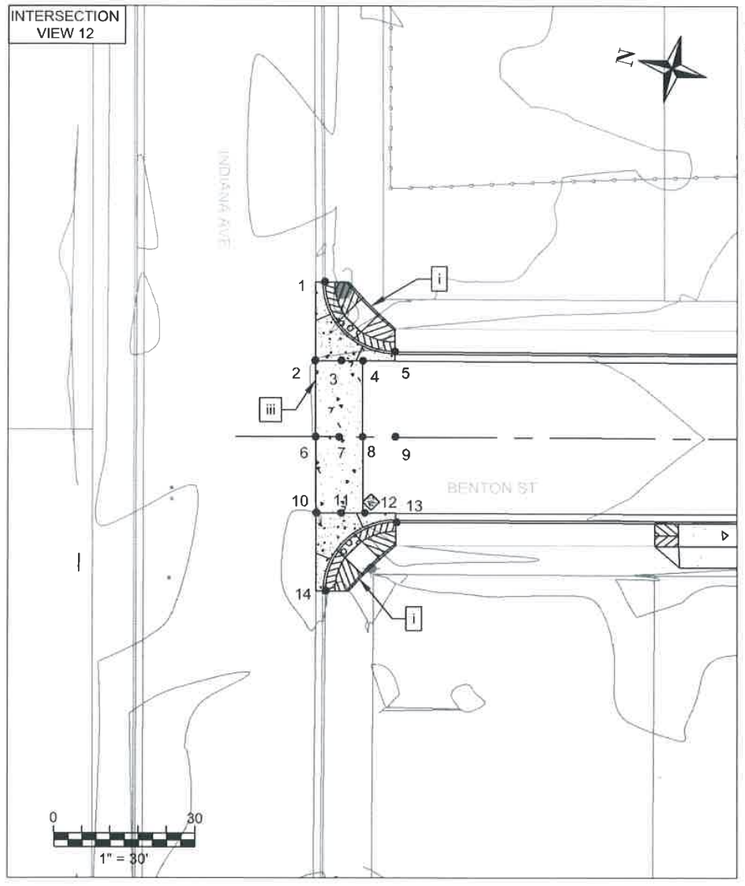
NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
11 OF 16

Scale: NTS
File: 2020\BP20-01 NEW YORK AVE

62
OF 83

File: P:\Engineering Services\Engineering Projects\2019\19-24 New York Ave\03 DWG\53 1 FWD\PVNG Plans\C-524-028 INT.dwg Jul 13, 2021 - 4:17pm johnston

INTERSECTION VIEW 12



PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

iii 36.7-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

PAVING NOTES:

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INDIANA AVENUE INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10694752.76	1764114.16	2772.54
2	EX FG	10694750.49	1764097.19	2772.00
3	FL	10694746.18	1764098.29	2771.92
4	FG	10694740.80	1764099.67	2771.84
5	TOC	10694734.51	1764103.34	2772.23
6	EX CL	10694743.21	1764081.27	2771.97
7	CL FL	10694741.36	1764082.49	2771.89
8	CL	10694736.54	1764083.79	2771.81
9	CL	10694729.74	1764085.46	2771.74
10	EX FG	10694741.93	1764065.32	2771.93
11	FL	10694736.89	1764066.61	2771.86
12	FG	10694732.24	1764067.80	2771.78
13	TOC	10694724.96	1764067.59	2772.17
14	EX TOC	10694735.78	1764049.35	2772.39

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
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PROFESSIONAL ENGINEER

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Rev. No	Date	Description
1	7/13/21	REVISED CONTOURS AND ADDED GRADES
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DRAWN: PAK
CHECKED: JCF
APPROVED: JCF
VERT.: N/A
HORIZ.: 1:30
PROJECT NO. BP20-01
Date: JUNE 2021

MIDLAND Engineering Services

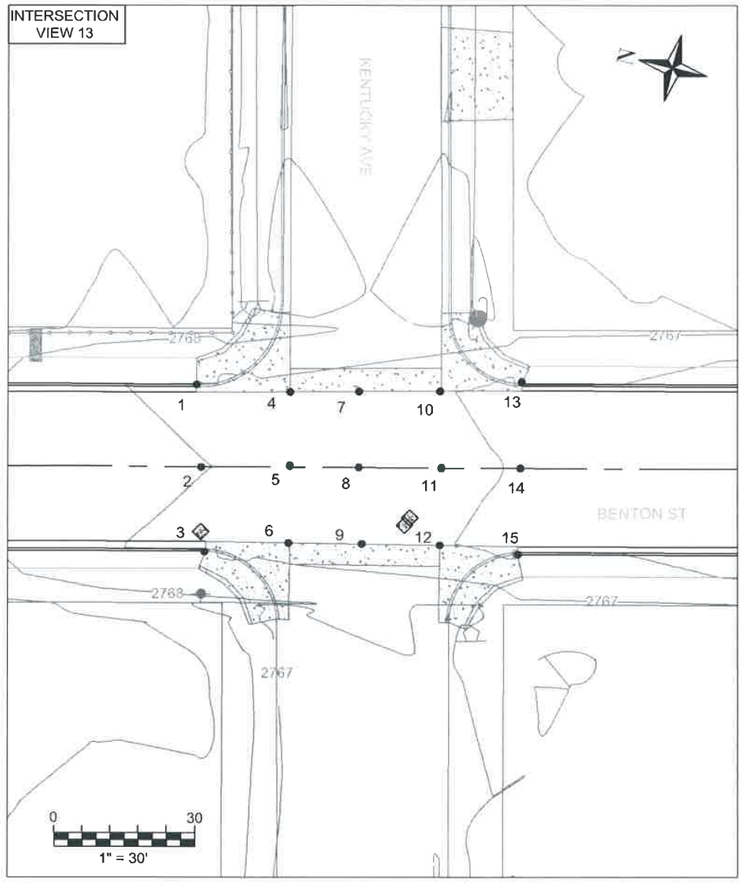
NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
12 OF 16

Scale: NTS | File: 2020BP20-01 NEW YORK AVE

63
OF 83

File: P:\Engineering Services\Engineering Projects\2019\19-04 New York WI\03 DWG\03-1 DWG\Proj\C 024-026 NT.dwg Jul 13, 2021 4:17pm pikgolson

PACKET
10.262
August 10, 2021



PAVING NOTES:

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KENTUCKY AVENUE INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10694423.05	1764144.55	2767.40
2	CL	10694428.63	1764162.03	2767.02
3	EX TOC	10694434.11	1764179.08	2767.34
4	EX FG	10694406.11	1764150.89	2766.70
5	CL	10694410.26	1764166.81	2766.73
6	EX FG	10694414.35	1764182.57	2766.55
7	EX FG	10694391.28	1764154.49	2766.52
8	CL	10694395.73	1764170.51	2766.47
9	EX FG	10694400.13	1764186.37	2766.29
10	EX FG	10694375.06	1764158.42	2766.34
11	CL	10694379.08	1764174.67	2766.21
12	EX FG	10694383.11	1764190.92	2766.03
13	EX TOC	10694358.44	1764160.65	2766.65
14	CL	10694362.78	1764178.83	2765.94
15	EX TOC	10694367.00	1764196.74	2766.26

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

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JOSHUA C. FERGUSON
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LICENSED
PROFESSIONAL ENGINEER

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Rev. No	Date	Description
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1	7/13/21	REVISED CONTOURS AND ADDED GRADES.
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DRAWN: PAK
CHECKED: JCF
APPROVED: JCF
VERT.: N / A
HORIZ.: 1:30
PROJECT NO. BP20-01
Date: JUNE 2021

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
13 OF 16

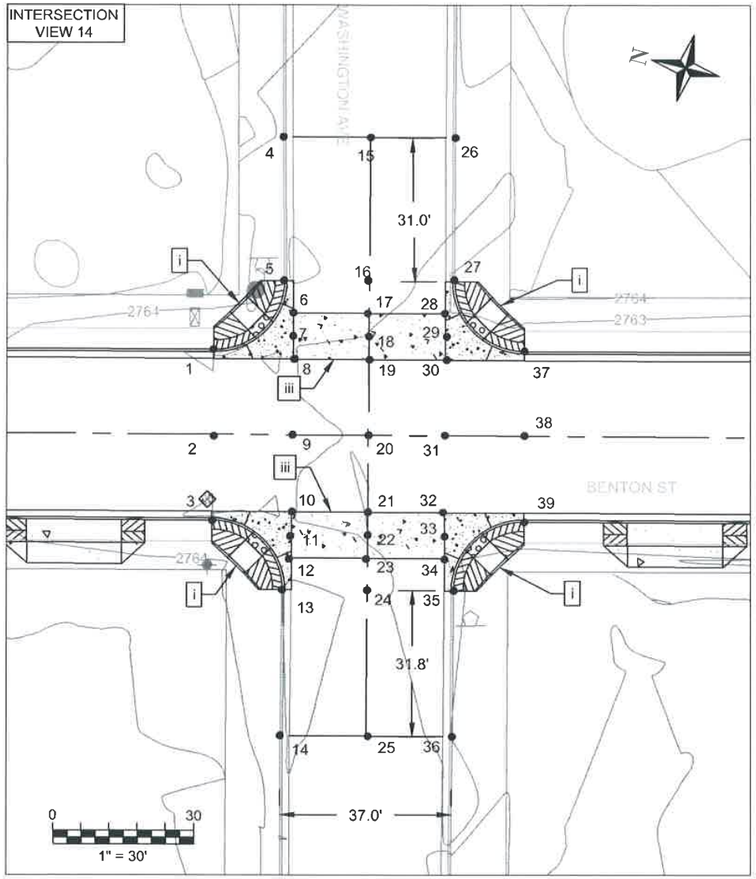
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OF 83

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PACKET
10.263
August 10, 2021

INTERSECTION VIEW 14



PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

iii 36.7-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

PAVING NOTES:

A) ALL PROPOSED INFRASTRUCTURE IS TO MATCH EXISTING INFRASTRUCTURE ELEVATIONS AT ALL TIE-IN LOCATIONS REGARDLESS OF GRADES SHOWN.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

C) ALL NEW PAVEMENT IS TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE.

D) ALL CONCRETE PAVEMENT, VALLEY GUTTERS, FILLETS, CURBS, RAMPS, ALLEY APPROACHES, DRIVEWAYS, AND SIDEWALKS ARE TO BE FIBER REINFORCED PER CITY DETAILS.

E) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

F) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

WASHINGTON AVENUE INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	TOC	10694054.31	1764238.14	2763.60
2	CL	10694058.85	1764256.28	2763.28
3	TOC	10694063.33	1764274.23	2763.60
4	EX TOC	10694028.46	1764196.39	2763.54
5	TOC	10694036.06	1764227.32	2763.47
6	FG	10694035.85	1764234.59	2762.95
7	FL	10694037.15	1764239.64	2762.91
8	FG	10694038.33	1764244.28	2762.95
9	CL	10694042.37	1764260.48	2763.13
10	FG	10694046.34	1764276.37	2762.95
11	FL	10694047.61	1764280.98	2762.91
12	FG	10694048.80	1764286.06	2762.95
13	TOC	10694052.48	1764292.35	2763.49
14	EX TOC	10694060.04	1764322.50	2763.66
15	EX CL	10694010.70	1764200.91	2763.38
16	CL	10694018.04	1764230.04	2762.91
17	CL	10694020.07	1764238.60	2762.80
18	CL FL	10694021.42	1764243.42	2762.76
19	CL	10694022.64	1764248.27	2762.80
20	CL	10694026.73	1764264.46	2762.98
21	CL	10694030.66	1764280.35	2762.80
22	CL FL	10694031.95	1764285.18	2762.76
23	CL	10694033.18	1764290.03	2762.80
24	CL	10694035.41	1764298.88	2762.89
25	EX CL	10694042.50	1764326.96	2763.27
26	EX TOC	10693992.93	1764205.43	2763.94
27	TOC	10694000.58	1764236.33	2763.29
28	FG	10694004.26	1764242.62	2762.65
29	FL	10694005.55	1764247.72	2762.61
30	FG	10694006.74	1764252.31	2762.65
31	CL	10694010.90	1764268.49	2762.83
32	FG	10694014.99	1764284.33	2762.65
33	FL	10694016.27	1764289.32	2762.61
34	FG	10694017.47	1764294.01	2762.65
35	TOC	10694017.26	1764301.29	2763.24
36	EX TOC	10694026.87	1764330.94	2763.67
37	TOC	10693989.76	1764254.58	2763.00
38	CL	10693994.43	1764272.69	2762.68
39	TOC	10693999.05	1764290.60	2763.00

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JUL 13 2021

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
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CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

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1	7/13/21	REVISED CONTOURS AND ADDED GRADES.
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DRAWN: PAK
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HORIZ.: 1:30
PROJECT NO BP20-01
Date: JUNE 2021

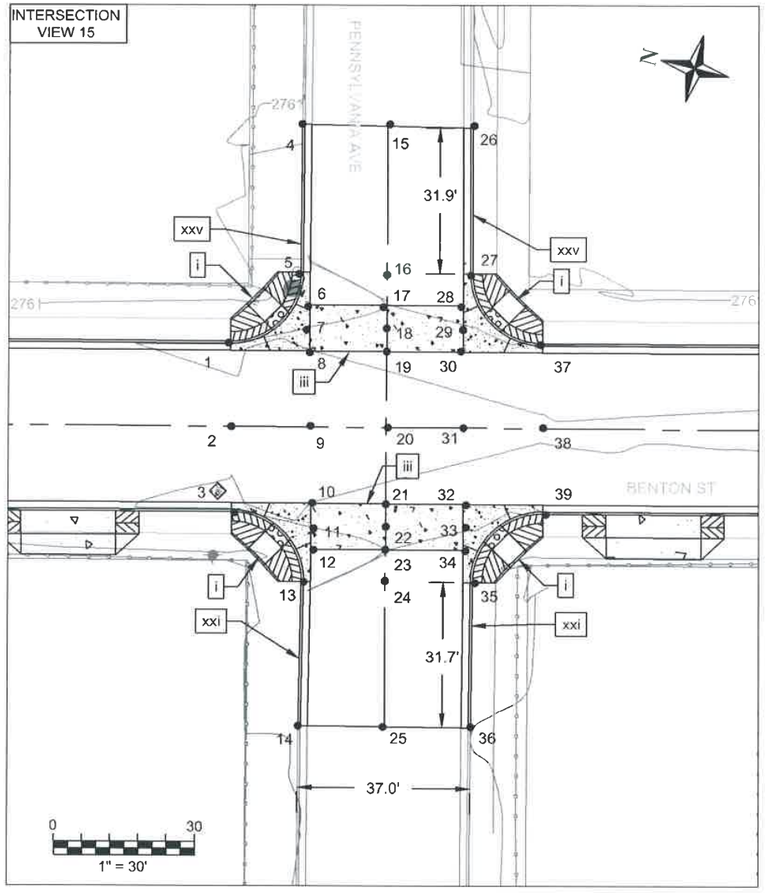
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
14 OF 16

Scale: NTS
File: 2020\BP20-01 NEW YORK AVE

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OF 83

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PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

iii 36.7-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

xxi 31.7-LF - 6" TYPE A STANDARD CURB

xxv 31.9-LF - 6" TYPE A STANDARD CURB

PAVING NOTES:

A) ALL PROPOSED INFRASTRUCTURE IS TO MATCH EXISTING INFRASTRUCTURE ELEVATIONS AT ALL TIE-IN LOCATIONS REGARDLESS OF GRADES SHOWN.

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PENNSYLVAINA AVENUE INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	TOC	10693317.76	1764425.80	2760.53
2	CL	10693322.61	1764443.74	2760.21
3	TOC	10693327.43	1764461.63	2760.53
4	EX TOC	10693292.21	1764384.30	2761.05
5	TOC	10693299.52	1764414.98	2760.59
6	FG	10693299.31	1764422.26	2759.99
7	FL	10693300.58	1764427.20	2759.95
8	FG	10693301.81	1764431.94	2759.99
9	CL	10693306.14	1764447.95	2760.17
10	FG	10693310.45	1764463.82	2759.99
11	FL	10693344.68	1764468.62	2759.95
12	FG	10693312.95	1764473.50	2759.99
13	TOC	10693316.66	1764480.01	2760.60
14	EX TOC	10693324.46	1764510.88	2761.09
15	EX CL	10693274.35	1764388.76	2760.79
16	CL	10693281.69	1764417.52	2760.09
17	CL	10693283.90	1764426.20	2759.94
18	CL FL	10693285.13	1764431.04	2759.90
19	CL	10693286.37	1764435.88	2759.94
20	CL	10693290.45	1764451.92	2760.12
21	CL	10693294.60	1764467.84	2759.94
22	CL FL	10693295.80	1764472.70	2759.90
23	CL	10693297.06	1764477.54	2759.94
24	CL	10693299.25	1764486.34	2760.12
25	EX CL	10693306.57	1764515.06	2760.95
26	EX TOC	10693256.52	1764393.38	2761.25
27	TOC	10693264.12	1764423.97	2760.55
28	FG	10693267.80	1764430.31	2759.89
29	FL	10693269.07	1764435.25	2759.85
30	FG	10693270.28	1764439.94	2759.89
31	CL	10693274.53	1764455.99	2760.07
32	FG	10693278.74	1764471.87	2759.89
33	FL	10693280.03	1764476.80	2759.85
34	FG	10693281.22	1764481.56	2759.89
35	TOC	10693281.03	1764488.83	2760.50
36	EX TOC	10693288.71	1764519.33	2760.96
37	TOC	10693253.30	1764442.22	2760.33
38	CL	10693258.06	1764460.18	2760.03
39	TOC	10693262.79	1764478.06	2760.33

STATE OF TEXAS
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Josh Ferguson

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
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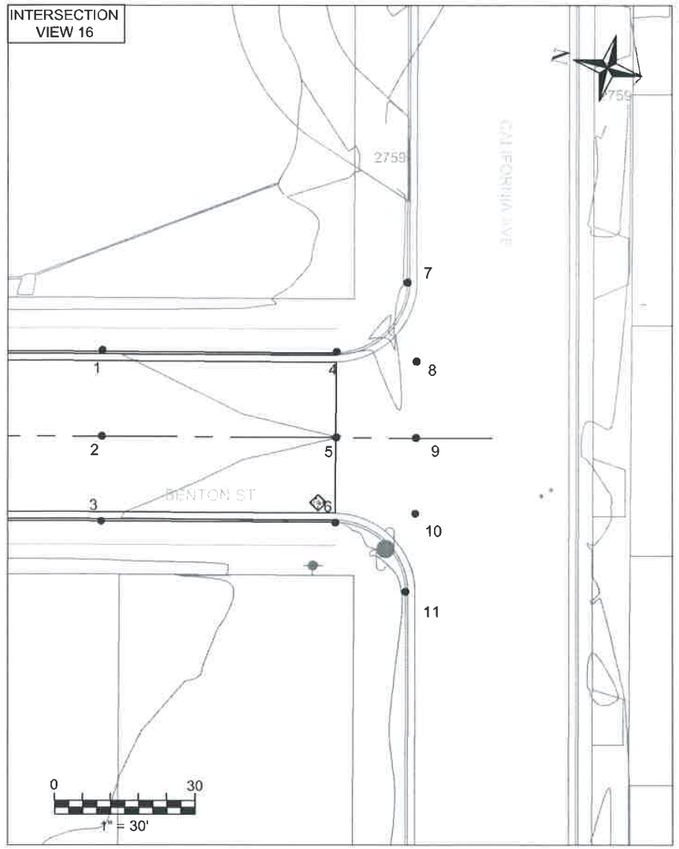
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
15 OF 16

Scale: NTS
File: 2020\BP20-01 NEW YORK AVE

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INTERSECTION VIEW 16



PAVING NOTES:

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CALIFORNIA AVENUE INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	TOC	10692892.07	1764534.77	2759.45
2	CL	10692896.52	1764552.23	2758.95
3	TOC	10692900.96	1764569.66	2759.45
4	EX TOC	10692872.61	1764539.22	2759.21
5	EX CL	10692877.14	1764557.15	2759.00
6	EX TOC	10692881.67	1764575.10	2759.25
7	EX TOC	10692854.36	1764528.40	2759.03
8	EX FG	10692856.63	1764545.36	2758.53
9	EX CL	10692860.66	1764561.35	2758.54
10	EX FG	10692864.70	1764577.36	2758.54
11	EX TOC	10692870.85	1764593.34	2759.04

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

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Rev. No.	Date	Description
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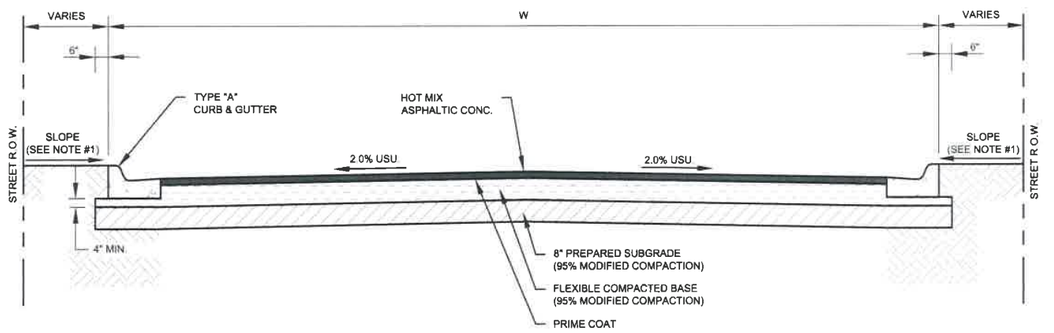
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HORIZ.: 1:30
PROJECT NO BP20-01
Date: JUNE 2021

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
16 OF 16

Scale: NTS
File : 2020\BP20-01 NEW YORK AVE

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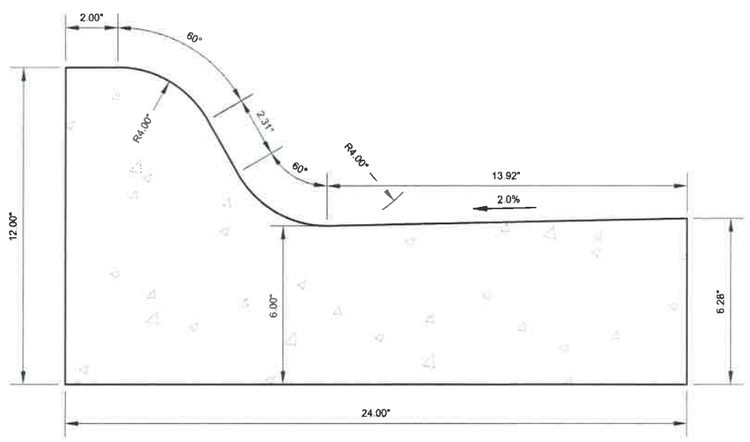


STREET DIMENSIONS			
W (FT)	ASPHALT THICKNESS (IN)	FLEXIBLE COMPACTED BASE THICKNESS (IN)	ASPHALT TYPE
*37	2D	8	TYPE "D"
*41	2D	8	
47	2D & 2C	8	TYPE "D" OVER TYPE "C"
77	2D & 3C	12	
79	2D & 3C	12	
113	2D & 3C	12	
TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS			
* REGARDLESS OF WIDTH, ROADS CLASSIFIED AS COLLECTOR ROADS MUST HAVE 2" TYPE "D" OVER 2" TYPE "C" ASPHALT WITH 8" BASE AND ROADS CLASSIFIED AS ARTERIAL ROADS MUST HAVE 2" TYPE "D" OVER 3" TYPE "C" ASPHALT WITH 12" BASE			

NOTES:

1. THE MAXIMUM SLOPE OF 1/4" / FT TO BE MEASURED FROM THE TOP OF CURB AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE BACK OF CURB AND THE R.O.W.
2. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
3. WHEN MULTIPLE LAYERS OF ASPHALT ARE PLACED A TACK COAT MUST BE PLACED BETWEEN EACH PAIR OF ASPHALT LAYERS.
4. APPLY TACK COAT TO ALL CONCRETE SURFACES ADJACENT TO ASPHALT SURFACES AND TO ALL EXISTING ASPHALT SURFACES ADJACENT TO NEW ASPHALT SURFACES.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: DETAIL:
		STANDARD STREET CROWN CROSS SECTION	201



NOTES:

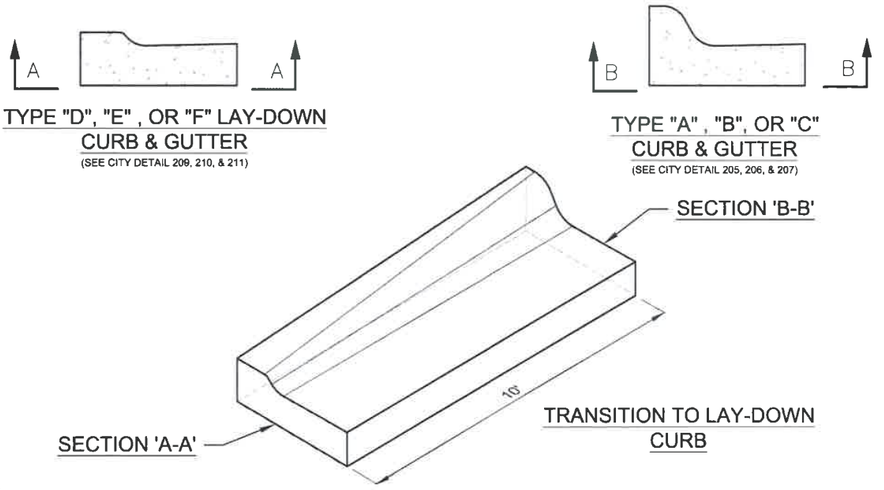
1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS DETAIL:
		TYPE A STANDARD CURB AND GUTTER	205



NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 1 OF 16		MIDLAND Engineering Services	DRAWN: PAK	5		
			CHECKED: JCF	4		
			APPROVED: JCF	3		
			VERT.: N/A	2		
			HORIZ.: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.
			PROJECT NO. BP20-01	0	__/__/__	IFC
Scale: NTS	File: 2020\BP20-01 NEW YORK AVE		Date: JUNE 2021	Rev No	Date	Description

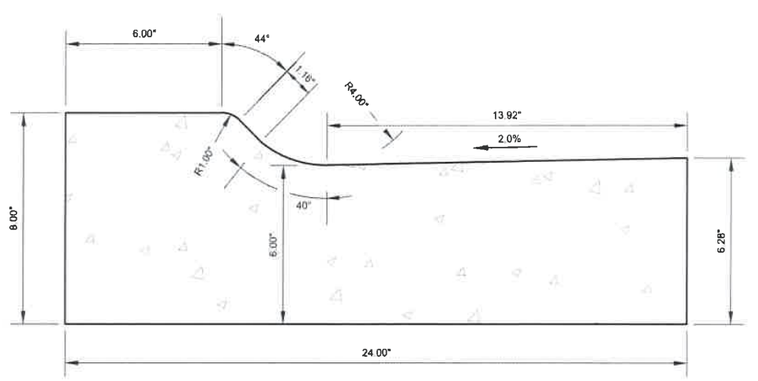
Know what's below. Call before you dig. 811



NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
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MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		TRANSITION TO LAY-DOWN CURB	DETAIL: 208



NOTES:

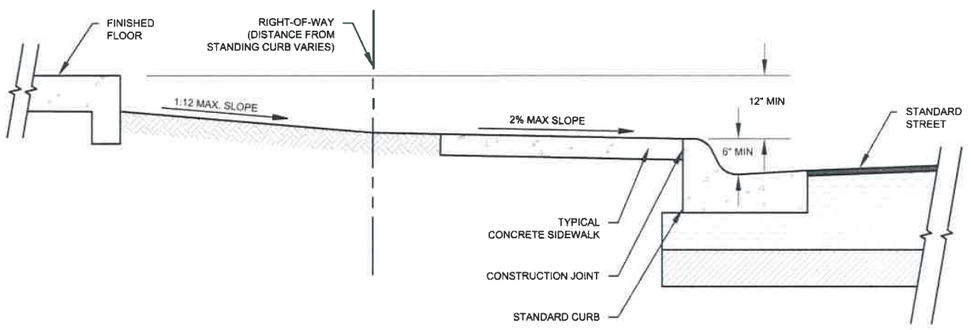
1. CONCRETE WILL BE THE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		TYPE D LAY-DOWN CURB AND GUTTER	DETAIL: 209



NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 2 OF 16	MIDLAND Engineering Services	DRAWN: PAK	5			
		CHECKED: JCF	4			
		APPROVED: JCF	3			
		VERT: N/A	2			
		HORIZ: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
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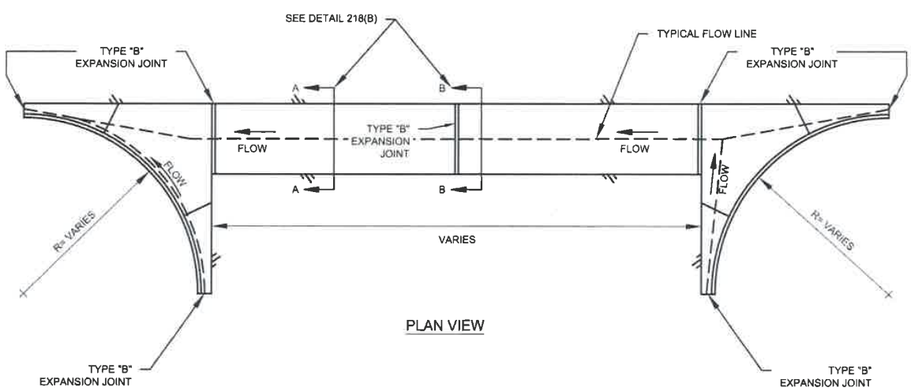
Know what's below. Call before you dig. 811



NOTES:

1. THE FINISHED FLOOR ELEVATION OF ANY BUILDING TO BE MINIMUM 12" ABOVE TOP OF CURB.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		TYPICAL CURB, SIDEWALK, AND LOT CONFIGURATION	DETAIL: 216



PLAN VIEW

NOTES:

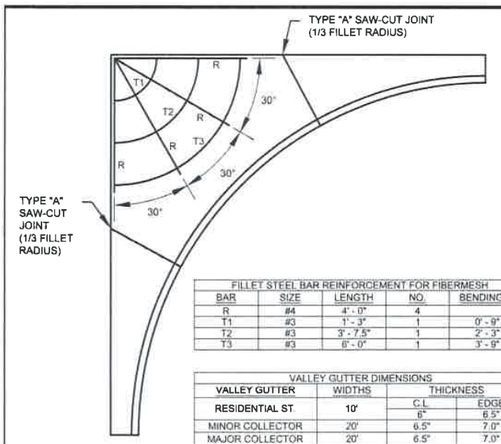
1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE FILLET AREA TO BE PLACED WITH INTEGRAL CURB.
3. SEAL ALL CONCRETE JOINTS.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		FILLET AND VALLEY GUTTER.	DETAIL: 218(A)



NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 3 OF 16		MIDLAND Engineering Services	DRAWN: PAK	5			
			CHECKED: JCF	4			
			APPROVED: JCF	3			
			VERT.: N/A	2			
			HORIZ.: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
			PROJECT NO.: BP20-01	0	__/__/__	IFC	
Scale: NTS	File: 2020\BP20-01 NEW YORK AVE		Date: JUNE 2021	Rev. No	Date	Description	

Know what's below. Call before you dig. 811



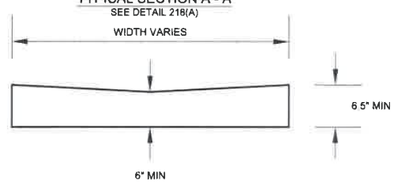
FILLET STEEL BAR REINFORCEMENT FOR FIBERMESH				
BAR	SIZE	LENGTH	NO.	BENDING R.
R	#4	4' - 0"	4	
T1	#3	1' - 3"	1	0' - 9"
T2	#3	3' - 7.5"	1	2' - 3"
T3	#3	6' - 0"	1	3' - 9"

VALLEY GUTTER DIMENSIONS			
VALLEY GUTTER	WIDTHS	THICKNESS	
		C.L.	EDGE
RESIDENTIAL ST.	10'	6"	6.5"
MINOR COLLECTOR	20'	6.5"	7.0"
MAJOR COLLECTOR	20'	6.5"	7.0"
MINOR ARTERIAL	20'	7.5"	8.0"
MAJOR ARTERIAL	SEE PLANS		

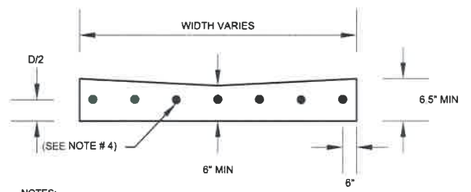
VALLEY GUTTER WIDTH BASED ON CATEGORY OF STREET BEING CROSSED

FILLET DIMENSIONS				
BACK OF CURB RADIUS	FILLET AREAS (90°)			CURB LENGTH
	COMPUTING R.	AREA S.F.	AREA S.Y.	L.F.
6	10	21.46	2.38	12.56
12	14	42.06	4.67	18.85
15	17	62.01	6.89	23.56
18	20	85.84	9.54	28.27
20	22	103.86	11.54	31.42
25	27	156.44	17.38	39.27
30	32	219.75	24.42	47.12
35	37	293.79	32.64	54.98
40	42	378.56	42.06	62.83
45	47	474.06	52.67	70.69
50	52	580.28	64.48	78.54

TYPICAL SECTION A - A
SEE DETAIL 218(A)



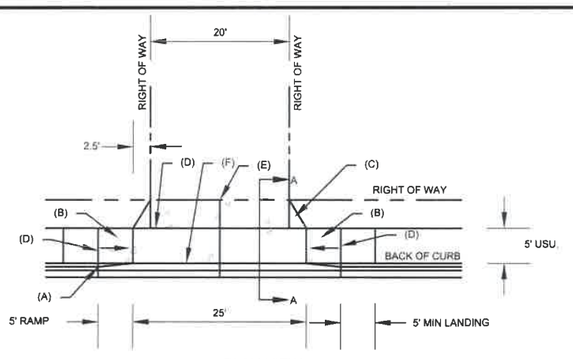
JOINT SECTION B - B
SEE DETAIL 218(A)



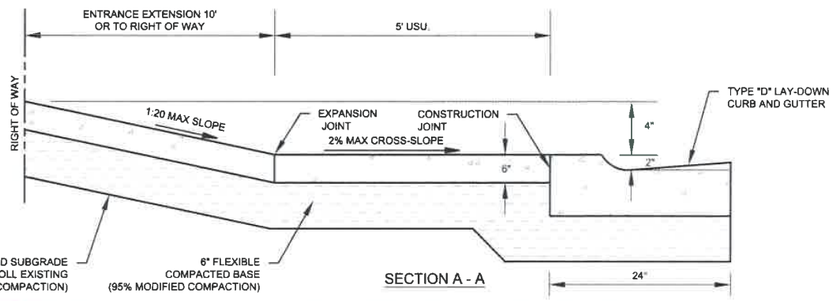
NOTES:

1. WHEN FILLET AREA IS TO BE PAVED WITH 8" THICK CONCRETE THE BOTTOM OF THE CURB AND GUTTER WILL BE EXTENDED TO MATCH THE FILLET THICKNESS.
2. USE FIBER REINFORCED CONCRETE THROUGHOUT VALLEY GUTTER.
3. STEEL BAR REINFORCEMENT TO BE USED IN FILLET, BUT NOT IN VALLEY GUTTER. STEEL BAR REINFORCEMENT TO BE PLACED AT THE BOTTOM 1/3 POINT OF SLAB CONCRETE ON GRADE AND TO HAVE A MINIMUM COVER OF 2" WHEN USED.
4. UTILIZE SMOOTH DOWEL RODS CENTERED ON THE VALLEY GUTTER JOINT, EVENLY SPACED AT 12" INTERVALS FOR THE FULL WIDTH OF THE VALLEY GUTTER.
5. SEAL ALL CONCRETE JOINTS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	FILLET AND VALLEY GUTTER		218(B)
APPROVED: MCC			



PLAN VIEW



SECTION A - A

NOTES:

1. (A) = MATCH GUTTER
2. (B) = DIRECTIONAL CURB RAMP DETAIL 231 (8.33% MAX FOR HANDICAP RAMP)
3. (C) = CONCRETE FLARE
4. (D) = TYPE B EXPANSION JOINT
5. (E) = TYPE A SAW-CUT JOINT
6. (F) = CONSTRUCTION JOINT (COLD JOINT)

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	STANDARD ALLEY APPROACH		219(A)
APPROVED: MCC			



NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 4 OF 16						
Scale: NTS	File: 2020\BP20-01 NEW YORK AVE	DRAWN: PAK	5			
		CHECKED: JCF	4			
		APPROVED: JCF	3			
		VERT.: N/A	2			
		HORIZ.: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
		PROJECT NO. BP20-01	0	__/__/__	IFC	
		Date: JUNE 2021	Rev. No	Date	Description	

PACKET 10.270 August 10, 2021

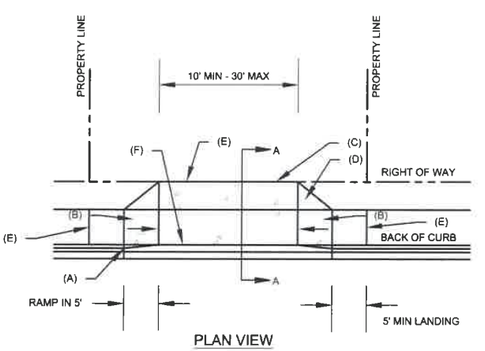
NOTES:

1. REMOVE AND REPLACE EXISTING CURB AND GUTTER TO NEAREST JOINT IF LESS THAN 4' SECTION OF EXISTING CURB AND GUTTER REMAINS AFTER ALLEY APPROACH IS PLACED.
2. MATCH GUTTER/FLOWLINE ELEVATION ON EACH END OF ALLEY APPROACH. WATER MUST FLOW IN GUTTER ACROSS THE ALLEY APPROACH.
3. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
4. 2" INVERT REQUIRED AT ALLEY APPROACH CENTER LINE WHEN ALLEY DRAINS TOWARDS STREET. IF ALLEY DRAINS AWAY FROM STREET THEN BACK OF APPROACH IS FLAT.
5. OVER-EXCAVATION BELOW THE GRADE REQUIRED TO BE CORRECTED BY PLACING EXTRA CONCRETE AT THE TIME THE ENTRANCE IS PLACED OR BY PLACING ADDITIONAL CITY STANDARD FLEXIBLE COMPACTED BASE.
6. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
7. SIDEWALKS AND RAMPS TO HAVE COARSE BROOM FINISH.
8. SEAL ALL CONCRETE JOINTS.
9. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

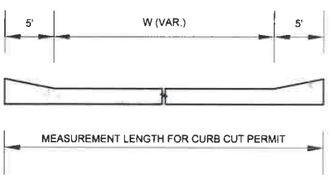
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		STANDARD ALLEY APPROACH		219(B)

NOTES:

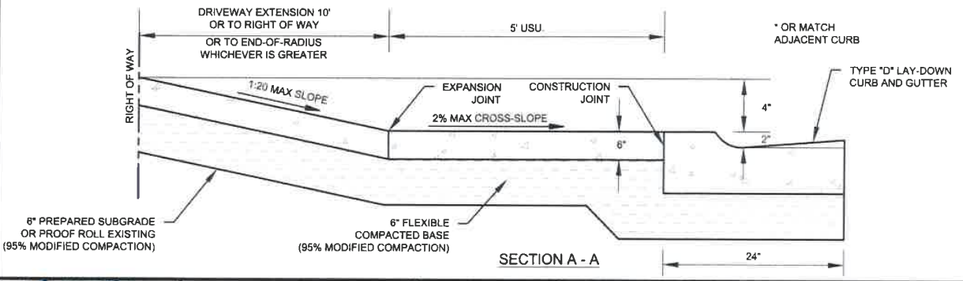
1. (A) = MATCH GUTTER
2. (B)= DIRECTIONAL CURB RAMP DETAIL 231 (8.33% MAX FOR HANDICAP RAMP)
3. (C) = DRIVEWAY EXTENSION
4. (D) = OPTIONAL CONCRETE FLARE
5. (E) = TYPE B EXPANSION JOINT
6. (F) = CONSTRUCTION JOINT (COLD JOINT)



PLAN VIEW



SECTION THROUGH BACK OF CURB



SECTION A - A

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH		220(A)



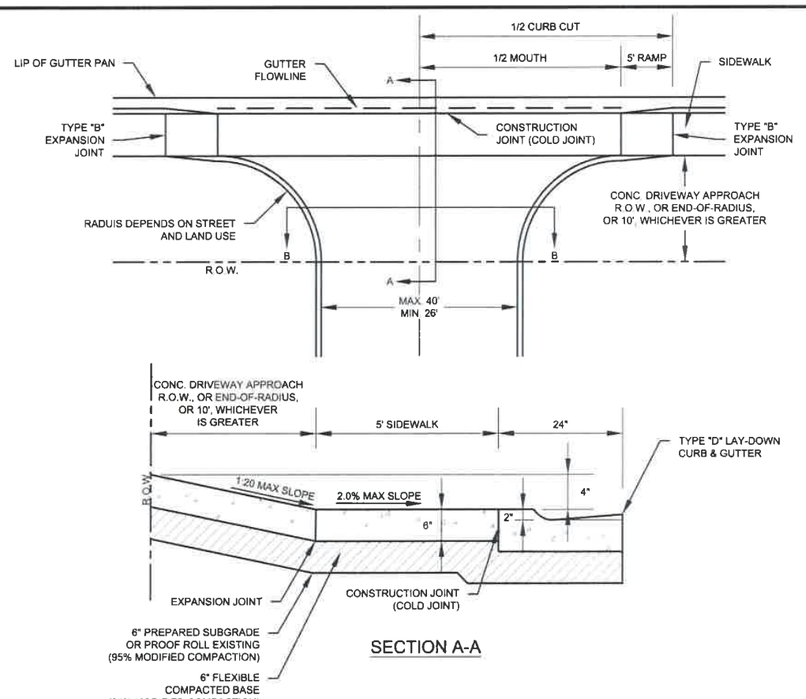
NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 5 OF 16	MIDLAND Engineering Services	DRAWN: PAK	5			Know what's below. Call before you dig. 811
		CHECKED: JCF	4			
		APPROVED: JCF	3			
		VERT: N/A	2			
		HORIZ. N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
		PROJECT NO. BP20-01	0	__/__/__	IFC	
Scale: NTS File: 2020\BP20-01 NEW YORK AVE		Date: JUNE 2021	Rev No	Date	Description	

File: P:\Engineering Services\Engineering Projects\2019\U19-04 New York WL\03 DWGS\3.1 DWG\PVNG Plans\IC 601-604 Road Details.dwg Jul 13, 2021 - 4:15pm pkingston

NOTES:

1. REMOVE AND REPLACE EXISTING CURB AND GUTTER TO NEAREST JOINT IF LESS THAN 4' SECTION OF EXISTING CURB AND GUTTER REMAINS AFTER DRIVEWAY APPROACH PLACED.
2. LANDING MAY BE CLOSER THAN 5' FROM PROPERTY LINE WITH ADJOINING PROPERTY OWNER'S CONSENT. CONSENT FORMS ARE AVALIABLE IN ENGINEERING SERVICES. APPROVAL FROM ADJOINING PROPERTY OWNER DOES NOT GUARANTEE ENGINEERING SERVICES APPROVAL.
3. THIS DETAIL ONLY APPLIES WHEN ADJACENT PROPERTY IS NOT AN ALLEY. A MINIMUM 10' IS REQUIRED BETWEEN DRIVEWAY CURB OPENING AND ALLEY PAVING.
4. MATCH GUTTER/FLOWLINE ELEVATION ON EACH END OF DRIVEWAY APPROACH. WATER MUST FLOW IN GUTTER ACROSS THE DRIVEWAY APPROACH.
5. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
6. CONTRACTOR, AT THEIR OPTION, MAY ELECT TO PLACE 8" CONCRETE PAVEMENT WITHOUT FLEXIBLE COMPACTED BASE RATHER THAN 6" CONCRETE PAVEMENT WITH COMPACTED FLEXIBLE BASE.
7. OVER-EXCAVATION BELOW THE GRADE REQUIRED TO BE CORRECTED BY PLACING EXTRA CONCRETE AT THE TIME THE DRIVEWAY IS PLACED OR BY PLACING ADDITIONAL CITY STANDARD FLEXIBLE COMPACTED BASE.
8. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
9. SIDEWALKS AND RAMPS TO HAVE COARSE BROOM FINISH.
10. SEAL ALL CONCRETE JOINTS.
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.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH		220(B)



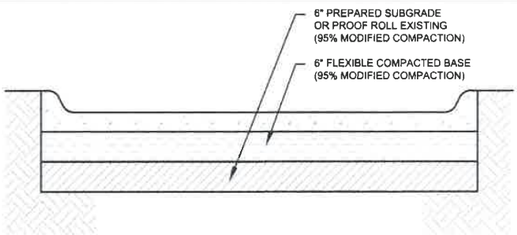
SECTION A-A

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		MULTI-FAMILY & COMMERCIAL DRIVEWAY		221(A)



NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 6 OF 16	MIDLAND Engineering Services	DRAWN: PAK	5			
		CHECKED: JCF	4			
		APPROVED: JCF	3			
		VERT.: N/A	2			
		HORIZ.: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
		PROJECT NO. BP20-01	0	__/__/__	IFC	
Scale: NTS File: 2020\BP20-01 NEW YORK AVE		Date: JUNE 2021	Rev. No.	Date	Description	

Know what's below. Call before you dig. 811

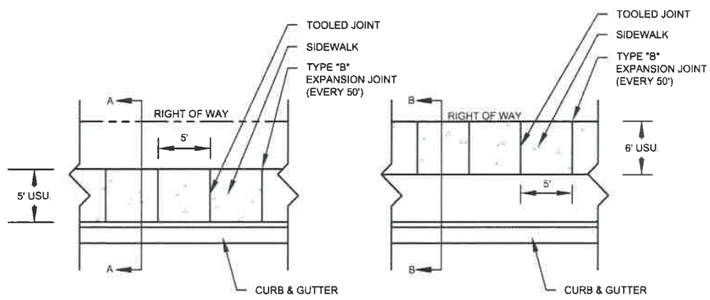


SECTION B-B

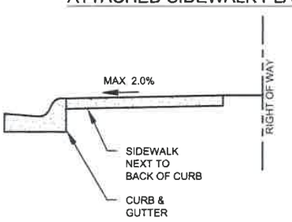
NOTES:

1. REMOVE AND REPLACE EXISTING CURB AND GUTTER TO NEAREST JOINT IF LESS THAN 4' SECTION OF EXISTING CURB AND GUTTER REMAINS AFTER DRIVEWAY APPROACH PLACED.
2. LANDING MAY BE CLOSER THAN 5' FROM PROPERTY LINE WITH ADJOINING PROPERTY OWNER'S CONSENT. CONSENT FORMS ARE AVAILABLE IN ENGINEERING SERVICES. APPROVAL FROM ADJOINING PROPERTY OWNER DOES NOT GUARANTEE ENGINEERING SERVICES APPROVAL.
3. THIS DETAIL ONLY APPLIES WHEN ADJACENT PROPERTY IS NOT AN ALLEY. A MINIMUM 10' IS REQUIRED BETWEEN DRIVEWAY CURB OPENING AND ALLEY PAVING
4. MATCH GUTTER/ FLOWLINE ELEVATION ON EACH END OF DRIVEWAY APPROACH. WATER MUST FLOW IN GUTTER ACROSS THE DRIVEWAY APPROACH
5. THE CITY ENGINEER OR TRAFFIC ENGINEER MAY APPROVE WIDER OPENINGS FOR COMMERCIAL DRIVES TO ACCOMMODATE DIVIDED ENTRY/EXIT AND ANGLED DRIVES OR HIGH VOLUME, HIGH SPEED STREETS.
6. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
7. CONTRACTOR, AT THEIR OPTION, MAY ELECT TO PLACE 8" CONCRETE PAVEMENT WITHOUT FLEXIBLE COMPACTED BASE RATHER THAN 6" CONCRETE PAVEMENT WITH COMPACTED FLEXIBLE BASE.
8. OVER-EXCAVATION BELOW THE GRADE REQUIRED TO BE CORRECTED BY PLACING EXTRA CONCRETE AT THE TIME THE DRIVEWAY IS PLACED OR BY PLACING ADDITIONAL CITY STANDARD FLEXIBLE COMPACTED BASE.
9. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
10. SIDEWALKS AND RAMPS TO HAVE COURSE BROOM FINISH.
11. SEAL ALL CONCRETE JOINTS.
12. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
13. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		MULTI-FAMILY & COMMERCIAL DRIVEWAY	DETAIL: 221(B)

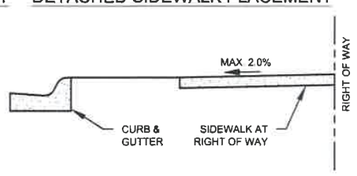


ATTACHED SIDEWALK PLACEMENT



SECTION A - A

DETACHED SIDEWALK PLACEMENT



SECTION B - B

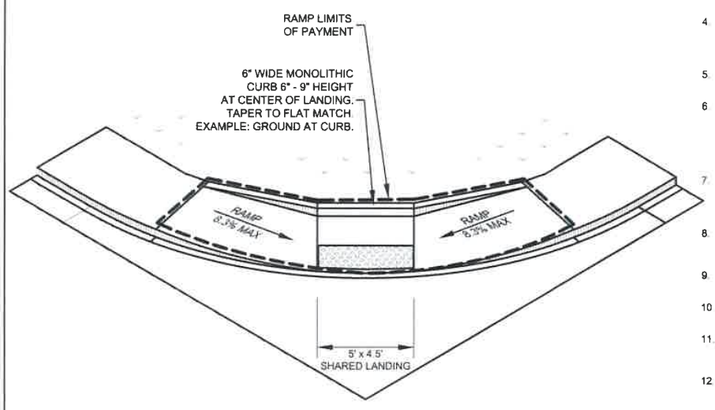
NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" AND HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SIDEWALK TO BE A MINIMUM OF 5' WIDE AND 4" THICK.
3. SIDEWALKS TO HAVE TYPE A SAWCUT JOINTS OR TOOLED JOINTS EVERY 5'.
4. TYPE "B" EXPANSION JOINTS TO BE LOCATED AT ALL PEDESTRIAN ACCESS RAMPS AND WHEREVER NEW SIDEWALK IS PLACED ADJACENT TO EXISTING CONCRETE.
5. ATTACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE BACK OF CURB.
6. DETACHED SIDEWALK WILL 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 EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE. SIDEWALK LOCATION MAY BE SHIFTED WITH THE APPROVAL OF THE CITY ENGINEER.
10. ALL SIDEWALKS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID 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.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		STANDARD SIDEWALK	DETAIL: 225



NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 7 OF 16	MIDLAND Engineering Services	DRAWN: PAK	5			Know what's below. Call before you dig. 811
		CHECKED: JCF	4			
		APPROVED: JCF	3			
		VERT.: N/A	2			
		HORIZ.: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
		PROJECT NO. BP20-01	0	__/__/__	IFC	
Scale: NTS File: 2020\BP20-01 NEW YORK AVE		Date: JUNE 2021	Rev. No.	Date	Description	



TYPE 12
DIAGONAL CURB RAMP

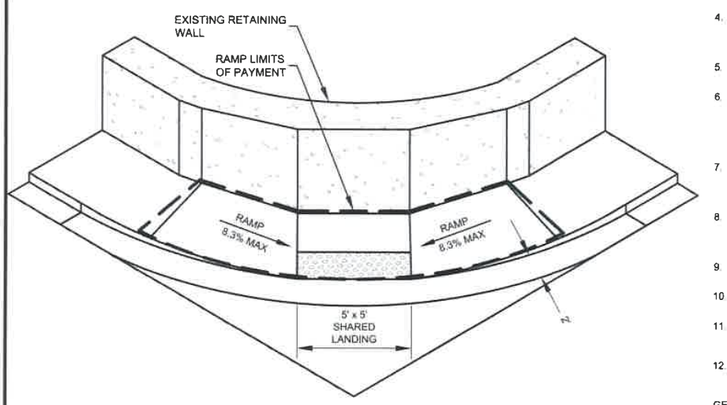
CURB RAMP NOTES:

1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND TO THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS,OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 8" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE RETURNS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. ALLOWED FOR NARROW OR CONSTRICTOR RIGHT OF WAY ONLY WITH PERMISSION OF CITY ENGINEER.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	DIAGONAL CURB RAMP		227
	APPROVED: MCC			



TYPE 12A
DIAGONAL CURB RAMP
NARROW OR OBSTRUCTED R.O.W.

CURB RAMP NOTES:

1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND TO THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS,OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 8" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE RETURNS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. ALLOWED FOR NARROW OR CONSTRICTOR RIGHT OF WAY ONLY WITH PERMISSION OF CITY ENGINEER.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	DIAGONAL CURB RAMP NARROW OR OBSTRUCTED R.O.W.		228
	APPROVED: MCC			



NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 8 OF 16	MIDLAND Engineering Services	DRAWN: PAK	5			Know what's below. Call before you dig. 811
		CHECKED: JCF	4			
		APPROVED: JCF	3			
		VERT.: N/A	2			
		HORIZ.: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
		PROJECT NO. BP20-01	0	__/__/__	IFC	
Scale: NTS File: 2020\BP20-01 NEW YORK AVE		Date: JUNE 2021	Rev No.	Date	Description	

75 OF 83

PACKET 10.274 August 10, 2021

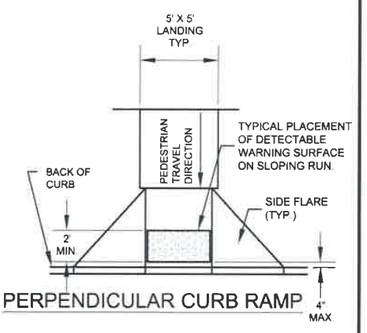
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DETECTABLE WARNING SURFACE NOTES:

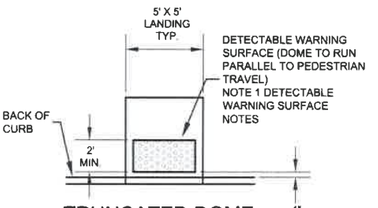
1. DETECTABLE WARNING SURFACE SUCH AS ARMOR-TILE ADA SOUND AMPLIFYING DETECTABLE/TACTILE WARNING SURFACE TILE OR EQUAL AND APPROVED BY THE ENGINEER AS MEETING ALL REQUIREMENTS OF ASTM C-936, C-33.
2. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOMES COMPLYING WITH SECTION 7.05 DETACHABLE WARNINGS OF THE TEXAS ACCESSIBILITY STANDARDS (TAS). THE SURFACE MUST CONTRAST VISUALLY WITH ADJOINING SURFACES, INCLUDING SIDE FLARES. FURNISH DARK BROWN OR DARK RED DETECTABLE WARNING SURFACE ADJACENT TO UNCOLORED CONCRETE,UNLESS SPECIFIED ELSEWHERE IN THE PLANS.
3. DETECTABLE WARNING SURFACES MUST BE SLIP RESISTANT AND NOT ALLOW WATER TO ACCUMULATE.
4. ALIGN TRUNCATED DOMES IN THE DIRECTION OF PEDESTRIAN TRAVEL WHEN ENTERING THE STREET.
5. SHADED AREAS INDICATE THE APPROXIMATE LOCATION FOR THE DETECTABLE WARNING SURFACE FOR EACH CURB RAMP TYPE.
6. DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 24" IN DEPTH IN THE DIRECTION OF PEDESTRIAN TRAVEL.
7. DETECTABLE WARNING SURFACES SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS A MINIMUM OF 6" AND A MAXIMUM OF 10" FROM THE EXTENSION OF THE FACE OF CURB. DETECTABLE WARNING SURFACES MAY BE CURVED ALONG THE CORNER RADIUS.
8. SINGLE TILE PLATES COLONIAL RED COLOR.

GENERAL NOTES:

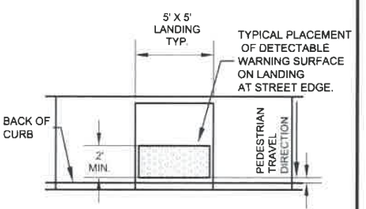
1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.



PERPENDICULAR CURB RAMP



TRUNCATED DOME PATTERN

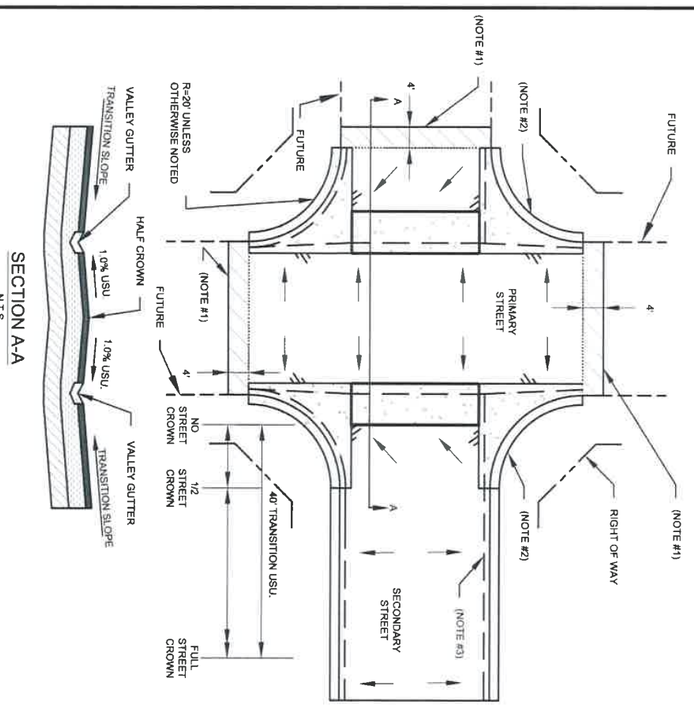


PARALLEL CURB RAMP

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	DETECTABLE WARNING SURFACE		233
APPROVED: MCC			

NOTES:

1. NO HEADER WILL BE USED IF ROAD ENDS AT INTERSECTION. INSTEAD EXTEND BASE AND SURFACE 4' BEYOND END OF CURB
2. WARP GUTTER SO THAT IT SLOPES TOWARDS THE VALLEY GUTTER.
3. FLOW PATH LINES
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

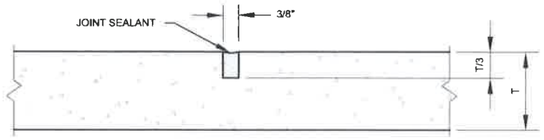


DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	APPROVED: MCC
CHECKED: JCF	TYPICAL LOCAL /COLLECTOR CROWN TRANSITION		DETAIL: 235

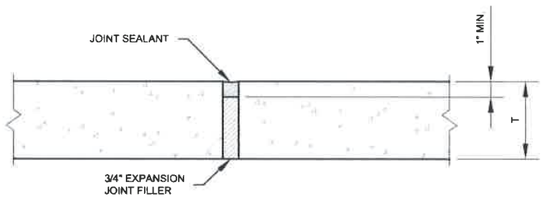
JOSHUA C. FERGUSON — 117692 — LICENSED PROFESSIONAL ENGINEER — STATE OF TEXAS — 07-13-2021

NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 9 OF 16			DRAWN: PAK	5		
Scale: NTS	File: 2020\BP20-01 NEW YORK AVE		CHECKED: JCF	4		
			APPROVED: JCF	3		
			VERT: N/A	2		
			HORIZ.: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.
			PROJECT NO. BP20-01	0	__/__/__	IFC
			Date: JUNE 2021	Rev. No.	Date	Description

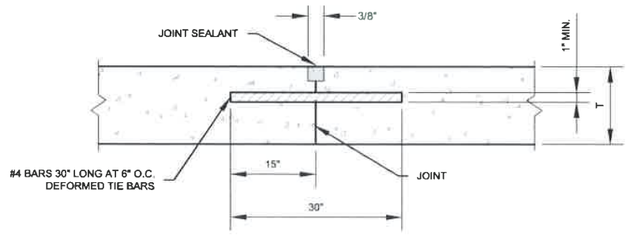
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TYPE "A" SAW-CUT JOINT

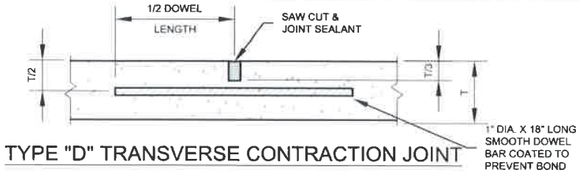


TYPE "B" DOWEL-LESS EXPANSION JOINT

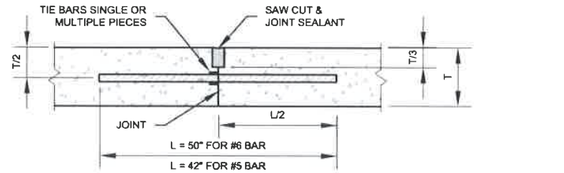


TYPE "C" CONSTRUCTION COLD JOINT

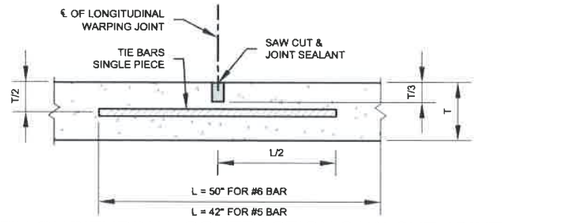
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	TYPICAL CONCRETE JOINTS		234(A)



TYPE "D" TRANSVERSE CONTRACTION JOINT



TYPE "E" LONGITUDINAL CONTRACTION JOINT



TYPE "F" LONGITUDINAL CONTRACTION SAW-CUT JOINT

NOTES:

1. JOINTING , DOWEL, AND TIE BAR DESIGN REQUIREMENTS ARE SUBJECT TO CHANGE FOR ARTERIAL OR HIGHER CLASSIFICATION ROADS IF DEEMED NECESSARY BY THE CITY ENGINEER.
2. TYPICAL CONCRETE PAVEMENT JOINT SPACING IS TO BE NO LESS THAN 10' X 10' AND NO MORE THAT 15' X 15'.
3. DOWELS ARE TO BE SPACED AT 12" INTERVALS WITH MINIMUM 18" SEPARATION FROM PARALLEL JOINTS OR EDGES OF PAVEMENT.
4. TIE BARS ARE TO BE SET AT 24" INTERVALS WITH MINIMUM 18" SEPARATION FROM PARALLEL JOINTS OR EDGES OF PAVEMENT.
5. ALL JOINT SEALANT TO BE TxDOT DMS-6310 SL-2 OR APPROVED EQUAL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	TYPICAL CONCRETE JOINTS		234(B)

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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DRAWN:	PAK	5			
CHECKED:	JCF	4			
APPROVED:	JCF	3			
VERT.	N/A	2			
HORIZ.	N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
PROJECT NO.	BP20-01	0	_/_/_	IFC	
Date:	JUNE 2021	Per No.	Date	Description	

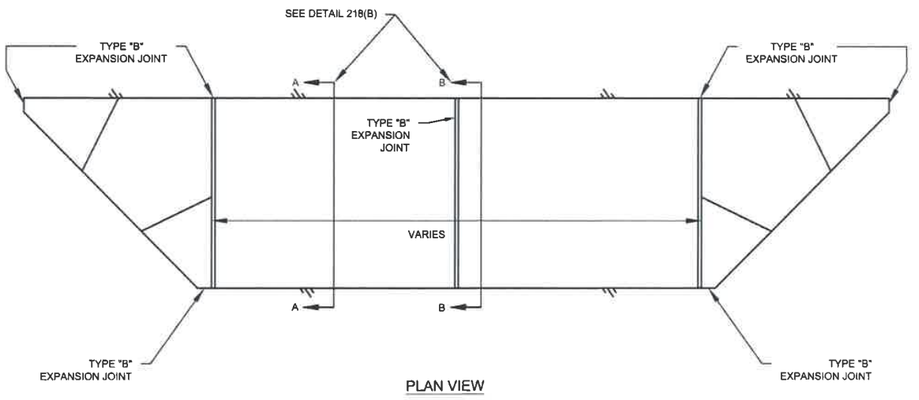
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
COM DETAILS
10 OF 16

Scale: NTS | File: 2020BP20-01 NEW YORK AVE

77
OF 83

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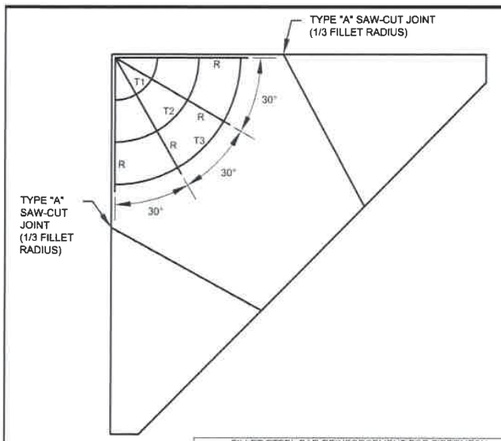


PLAN VIEW

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE FILLET AREA TO BE PLACED WITH INTEGRAL CURB.
3. SEAL ALL CONCRETE JOINTS.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

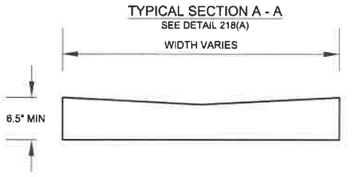
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	NEW YORK AVENUE FILLET AND VALLEY GUTTER		D01



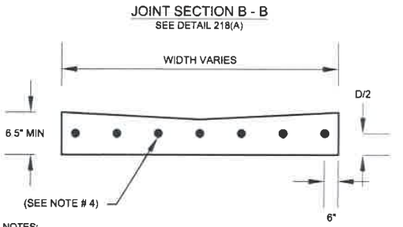
FILLET STEEL BAR REINFORCEMENT FOR FIBERMESH				
BAR	SIZE	LENGTH	NO.	BENDING R.
R	#4	4' - 0"	4	
T1	#3	1' - 3"	1	0' - 9"
T2	#3	3' - 7.5"	1	2' - 3"
T3	#3	6' - 0"	1	3' - 9"

FILLET DIMENSIONS				
BACK OF CURB RADIUS	FILLET AREAS (90°)			CURB LENGTH
	COMPUTING R.	AREA S.F.	AREA S.Y.	L.F.
8	10	21.46	2.38	12.56
12	14	42.06	4.67	18.85
15	17	62.01	6.89	23.56
18	20	85.84	9.54	28.27
20	22	103.86	11.54	31.42
25	27	156.44	17.38	39.27
30	32	219.75	24.42	47.12
35	37	293.79	32.64	54.98
40	42	378.56	42.06	62.83
45	47	474.06	52.67	70.69
50	52	580.28	64.48	78.54

TYPICAL SECTION A - A
SEE DETAIL 218(A)



JOINT SECTION B - B
SEE DETAIL 218(A)



NOTES:

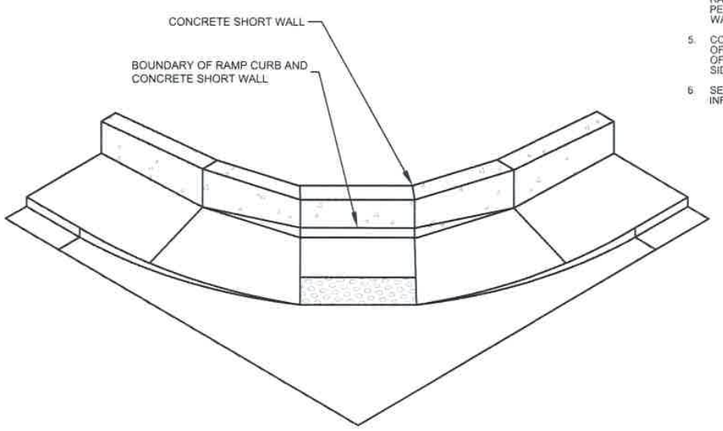
1. WHEN FILLET AREA IS TO BE PAVED WITH 8" THICK CONCRETE THE BOTTOM OF THE CURB AND GUTTER WILL BE EXTENDED TO MATCH THE FILLET THICKNESS.
2. USE FIBER REINFORCED CONCRETE THROUGHOUT VALLEY GUTTER.
3. STEEL BAR REINFORCEMENT TO BE USED IN FILLET, BUT NOT IN VALLEY GUTTER. STEEL BAR REINFORCEMENT TO BE PLACED AT THE BOTTOM 1/3 POINT OF SLAB CONCRETE ON GRADE AND TO HAVE A MINIMUM COVER OF 2" WHEN USED.
4. UTILIZE SMOOTH DOWEL RODS CENTERED ON THE VALLEY GUTTER JOINT, EVENLY SPACED AT 12" INTERVALS FOR THE FULL WIDTH OF THE VALLEY GUTTER.
5. SEAL ALL CONCRETE JOINTS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: PAK CHECKED: JCF APPROVED: JCF	EFFECTIVE DATE: NEW YORK AVENUE PAVING BOND PROJECT	SCALE: NTS	DETAIL:
	NEW YORK AVENUE FILLET AND VALLEY GUTTER		D02



NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 11 OF 16	MIDLAND Engineering Services	DRAWN: PAK	5			
		CHECKED: JCF	4			
		APPROVED: JCF	3			
		VERT: N/A	2			
		HORIZ: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
		PROJECT NO. BP20-01	0	__/__/__	IFC	
Scale: NTS / File: 2020\BP20-01 NEW YORK AVE		Date: JUNE 2021	Rev. No	Date	Description	

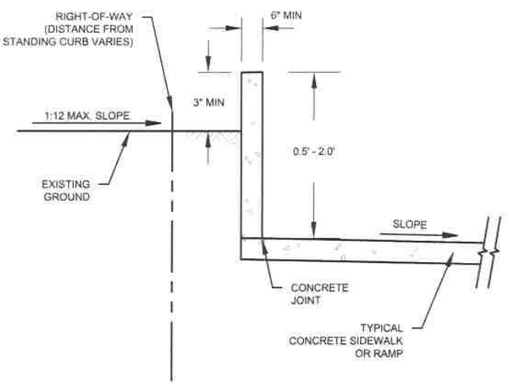
Know what's below. Call before you dig. 811



NOTES:

1. SEE CITY OF MIDLAND STANDARD DETAIL 228, SHEET 75, FOR RAMP CONSTRUCTION.
2. CONCRETE TO BE CITY OF MIDLAND CLASS "A" 3000 PSI USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
3. SEAL ALL EXPOSED CONCRETE JOINTS.
4. CONCRETE SHORT WALL TO BE PLACED DIRECTLY ON TOP OF RAMP CURB OR SIDEWALK. RAMP OR SIDEWALK TO BE PLACED PER TYPICAL CITY STANDARDS PRIOR TO CONCRETE SHORT WALL PLACEMENT.
5. CONCRETE SHORT WALL ALIGNMENT TO MATCH ALIGNMENT OF BACK OF SIDEWALK OR RAMP CURB FOR ENTIRE LENGTH OF WALL. BACK OF WALL TO BE SET FLUSH WITH BACK OF SIDEWALK OR RAMP CURB.
6. SEE CONCRETE SHORT WALL DETAIL D03(B) FOR ADDITIONAL INFORMATION.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: NEW YORK AVENUE PAVING BOND PROJECT	SCALE: NTS	DETAIL:
		CONCRETE SHORT WALL		D03(A)



NOTES:

1. SEE SHORT WALL (A) DETAIL D03(A) NOTES.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

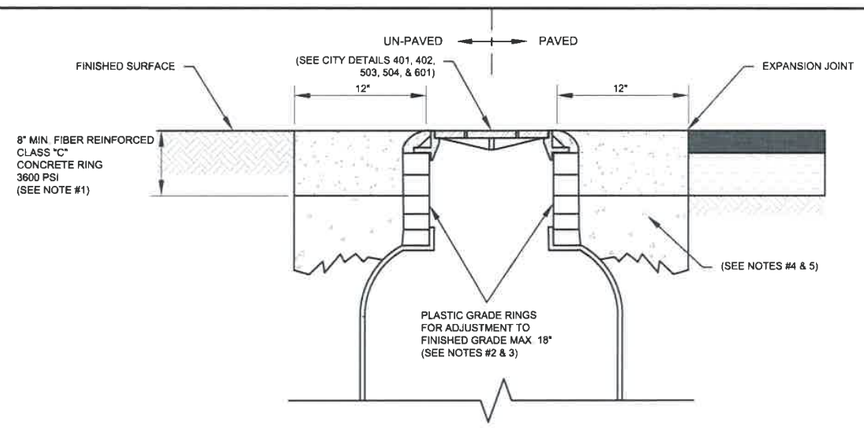
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: NEW YORK AVENUE PAVING BOND PROJECT	SCALE: NTS	DETAIL:
		CONCRETE SHORT WALL		D03(B)

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
JUL 13 2021

NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 12 OF 16	MIDLAND Engineering Services	DRAWN: PAK	5	
		CHECKED: JCF	4	
		APPROVED: JCF	3	
		VERT.: N/A	2	
		HORIZ.: N/A	1	7/13/21 REVISED CONTOURS AND ADDED GRADES.
		PROJECT NO. BP20-01	0	__/__/__ IFC
Scale: NTS File: 2020\BP20-01 NEW YORK AVE		Date: JUNE 2021	Rev. No.	Date Description

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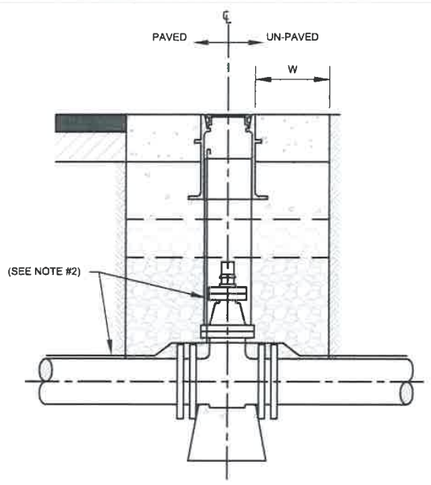


EXISTING MANHOLE RING & COVER ADJUSTMENT

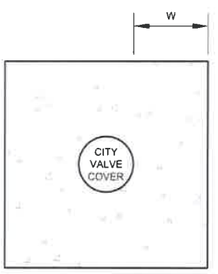
NOTES:

1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING, 3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION.
5. FILL ANY OVER-EXCAVATION WITH FLOWABLE FILL 2-SACK (2-SACK = 188 LBS/CY, PORTLAND CEMENT).
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 319
	EXISTING MANHOLE RING & COVER ADJUSTMENT		



CROSS SECTION VIEW



PLAN VIEW

NOTES:

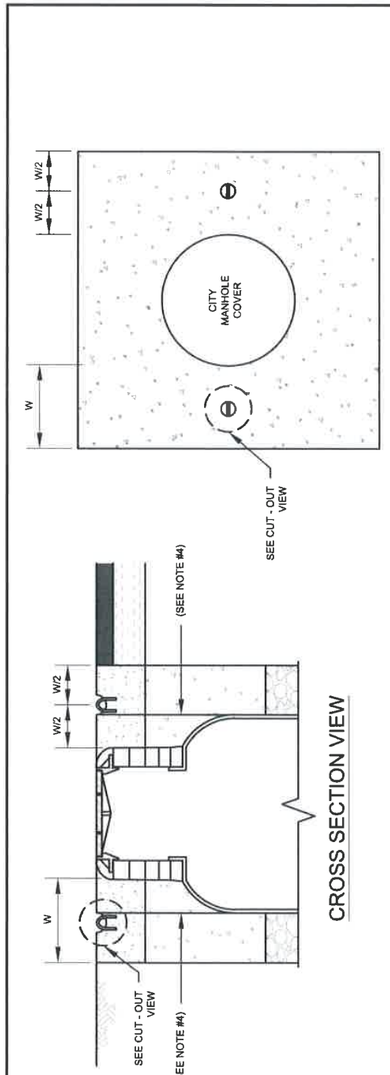
1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGARDING VALVES, COVERS, CONCRETE RINGS, ETC.
2. TRACER WIRE PER DETAIL 310 (A) TO BE TAPED TO SIDE OF VALVE BOX AND STOP 1.0" - 2.0" SHORT OF VALVE BOX COVER. TRACER WIRE TO REMAIN ENTIRELY WITHIN VALVE BOX.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: NEW YORK AVENUE PAVING BOND PROJECT	SCALE: NTS	DETAIL: 320
	VALVE DETECTOR WIRE END		



NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 13 OF 16	MIDLAND Engineering Services	DRAWN: PAK	5			
		CHECKED: JCF	4			
		APPROVED: JCF	3			
		VERT.: N/A	2			
		HORIZ.: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
		PROJECT NO. BP20-01	0	__/__/__	IFC	
Scale: NTS File: 2020\BP20-01 NEW YORK AVE		Date: JUNE 2021	Rev. No.	Date	Description	

Know what's below. Call before you dig. 811

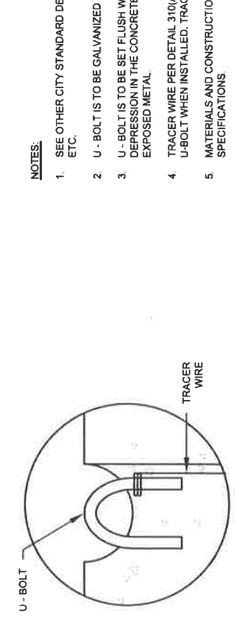


PLAN VIEW

CROSS SECTION VIEW

NOTES:

1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGUARDING MANHOLES, COVERS, CONCRETE RINGS, ETC.
2. U - BOLT IS TO BE GALVANIZED STEEL RATED FOR OUDOOR EXPOSURE, 1.0" DIAMETER.
3. U - BOLT IS TO BE SET FLUSH WITH FINISHED SURFACE OF CONCRETE RING. THERE IS TO BE A SMALL DEPRESSION IN THE CONCRETE SUFFICIENT TO ALLOW A CLAMP OR WIRE TO BE PLACED AROUND THE EXPOSED METAL.
4. TRACER WIRE PER DETAIL 310(A) TO BE TAPED TO SIDE OF MANHOLE AND WRAPPED SECURELY TO END OF U-BOLT WHEN INSTALLED. TRACER WIRE IS TO REMAIN ENTIRELY COVERED.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

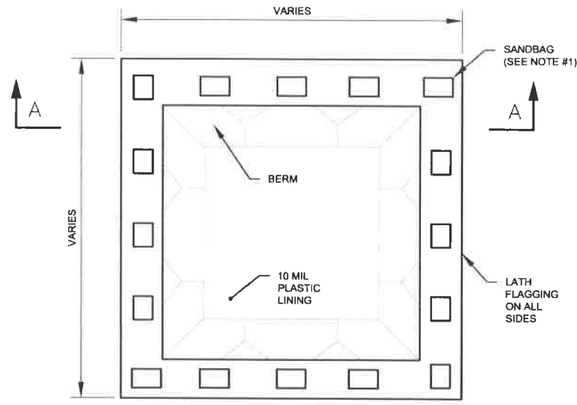


CUT - OUT VIEW

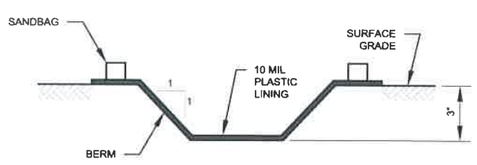
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MANHOLE DETECTOR WIRE END		321

DRAWN: DPM CHECKED: JCF APPROVED: MCC

MIDLAND Engineering Services



DEPRESSED WASHOUT



SECTION 'A-A'

NOTES:

1. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR TWO SECURELY FASTENED STAKES AROUND ENTIRE WASHOUT PERIMETER.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CONCRETE WASHOUT OPTION 1		704

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

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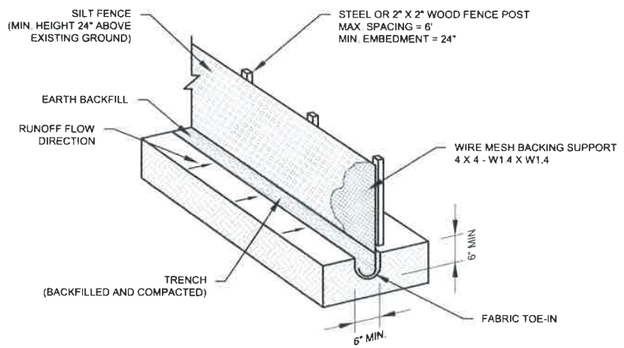
DRAWN:	PAK	5		
CHECKED:	JCF	4		
APPROVED:	JCF	3		
VERT.:	N/A	2		
HORIZ:	N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.
PROJECT NO.	BP20-01	0	_/_/_	IFC
Date:	JUNE 2021	Rev No.	Date	Description

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
COM DETAILS
14 OF 16

Scale: NTS File: 2020BP20-01 NEW YORK AVE

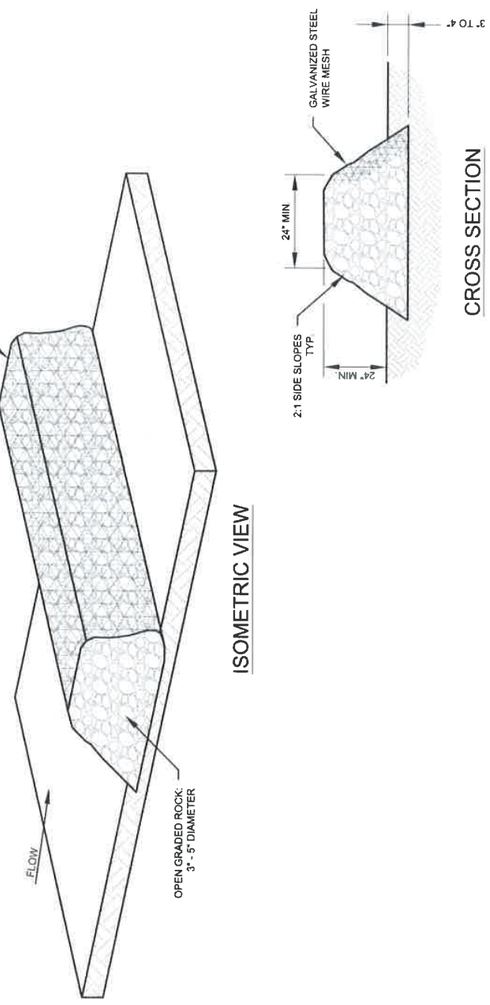
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NOTES:

1. THIS DETAIL IS TO BE USED FOR SHEET FLOW CONDITIONS ONLY. DO NOT USE SILT FENCE FOR POINT FLOW OR CONCENTRATED FLOW CONDITIONS.
2. INSTALL STEEL OR WOOD POSTS, WHICH SUPPORT THE SILT FENCE, WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS MUST BE EMBEDDED A MINIMUM OF ONE (1) FOOT.
3. TRENCH THE TOE OF THE SILT FENCE IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE THE FENCE CANNOT BE TRENCHED IN (E.G PAVEMENT), WEIGHT DOWN FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
4. THE TRENCH MUST BE A MINIMUM OF SIX (6) INCHES DEEP AND SIX (6) INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
5. SECURELY FASTEN SILT FENCE TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS TO BE ATTACHED TO THE STEEL OR WOOD FENCE POST. INCLUDE A SIX (6) INCH DOUBLE OVERLAP, SECURELY FASTENED, WHERE ENDS OF FABRIC MEET.
6. REMOVE SILT FENCE WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. REMOVE ACCUMULATED SILT WHEN IT REACHES A DEPTH OF SIX (6) INCHES. DISPOSE OF THE SILT ONSITE IN AN APPROVED LOCATION AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	SILT FENCE		706



NOTES:

1. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
2. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE:
CHECKED: JCF	
APPROVED: MCC	
MIDLAND Engineering Services	ROCK FILTER DAM — DETAIL: 708

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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DRAWN:	PAK	5			
CHECKED:	JCF	4			
APPROVED:	JCF	3			
VERT.:	N/A	2			
HORIZ.:	N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES	
PROJECT NO.	BP20-01	0	__/__/__	IFC	
Date:	JUNE 2021	Per No.	Date	Description	

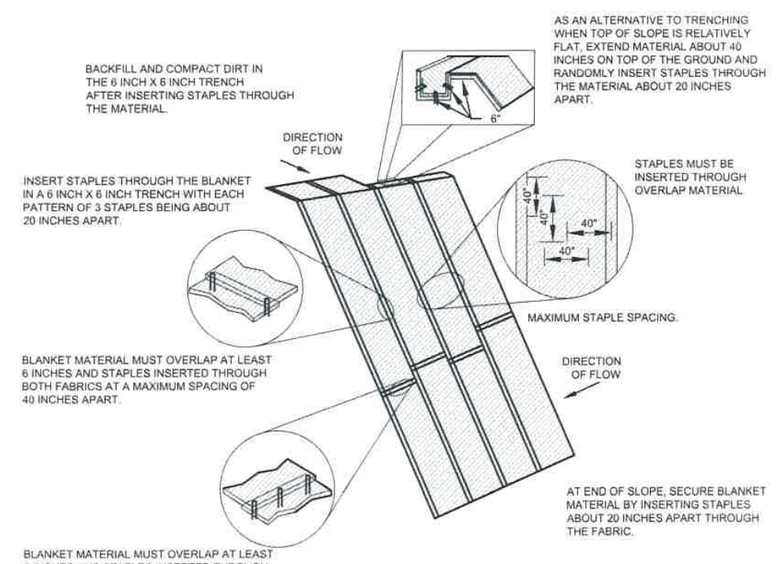
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
COM DETAILS
15 OF 16

Scale: NTS | File: 2020\BP20-01 NEW YORK AVE

82
OF 83

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NOTES:

1. THE FOLLOWING PRODUCTS, OR AN EQUAL APPROVED BY THE ENGINEERING SERVICES REPRESENTATIVE MAY BE USED:
   ECS S-1 STANDARD STRAW
   ECS HIGH VELOCITY STRAW
   LANDLOK BON-TERRA S2, ENS2 OR ENCS2
   NORTH AMERICAN GREEN S75, S75BN, S150, S150BN, OR SC150
2. APPLY SEED AS RECOMMENDED BY MANUFACTURER'S SPECIFICATIONS.
3. LAY BLANKETS PARALLEL TO THE DIRECTION OF WATER FLOW. SPREAD BLANKETS EVENLY WITHOUT STRETCHING SO FIBERS ARE IN DIRECT CONTACT WITH THE SOIL.
4. BURY THE UPSLOPE END OF EACH BLANKET AT LEAST 6 INCHES IN A VERTICAL TRENCH WITH THE SOIL PRESSED FIRMLY AGAINST THE EMBEDDED MAT. ADDITIONAL CHECK TRENCHES AT 50 FEET INTERVALS MAY BE DESIRABLE ON STEEP GRADES OR LONG FLOW AREAS.
5. STAPLE STRIP ENDS AND END OVERLAPS WITH NOT MORE THAN 20 INCHES BETWEEN STAPLES. STAPLE ALL OTHER JOINTS AND EDGES AT 40 INCH INTERVALS.
6. USE U-SHAPED STAPLES TO ANCHOR BLANKETS THAT ARE 11 GAUGE OR HEAVIER STEEL WIRE HAVING A SPAN WIDTH OF 1 INCH AND A LENGTH OF 6 INCHES OR MORE FROM TOP TO BOTTOM AFTER BENDING.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		EROSION CONTROL BLANKET AND VEGETATION		711



NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 16 OF 16		MIDLAND Engineering Services	DRAWN: PAK	5			Know what's below. Call before you dig. 811
			CHECKED: JCF	4			
			APPROVED: JCF	3			
			VERT.: N/A	2			
			HORIZ.: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
			PROJECT NO.: BP20-01	0	__/__/__	IFC	
Scale: NTS	File: 2020\BP20-01 NEW YORK AVE		Date: JUNE 2021	Rev. No.	Date	Description	

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: New York Avenue Paving Bond Project

Project Number: BP20-01

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	8 MO	Mobilization, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M1)	$_____	$_____
2)	8 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M2)	$_____	$_____
3)	8 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M3)	$_____	$_____
4)	8 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M4)	$_____	$_____
5)	19 SY	Berm Seeding & Stabilization, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per square yard. (Pay Note M5)	$_____	$_____

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	1 LS	Disturbed Areas Seeding & Stabilization, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per lump sum. (Pay Note M6)	$_____	$_____
7)	1 LS	Spray Watering, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per lump sum. (Pay Note M7)	$_____	$_____
Total Miscellaneous Items 1-7		$_____		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	14030 CY	Unclassified Roadway Excavation, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note D1)	$_____	$_____
2)	21401 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D2)	$_____	$_____
3)	2017 LF	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D3)	$_____	$_____
4)	749 SY	Removal & Disposal of Existing Concrete Driveway, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D4)	$_____	$_____
5)	340 SY	Removal & Disposal of Existing Unclassified Driveway Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D5)	$_____	$_____
6)	274 SY	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D6)	$_____	$_____
7)	552 SY	Removal & Disposal of Existing Miscellaneous Concrete, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D7)	$_____	$_____

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	116 LF	Removal & Disposal of Existing Concrete Short Wall, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D8)	$_____	$_____
9)	18 LF	Removal & Disposal of Existing Brick Fence, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D9)	$_____	$_____
10)	16 EA	Removal & Disposal of Existing Tree or Trees, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note D10)	$_____	$_____
Total Demolition Items 1-10		$_____		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	30471 SY	Subgrade Preparation (Depth ≤ 8”), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P1)	$_____	$_____
2)	487 CY	Unclassified Embankment (Density Controlled), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note P2)	$_____	$_____
3)	2620 TON	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P3)	$_____	$_____
4)	2620 TON	2” Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P4)	$_____	$_____
5)	27789 SY	8” Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P5)	$_____	$_____
6)	2683 SY	6” Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P5)	$_____	$_____
7)	4764 GAL	Bituminous Prime Coat (MC-30), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P6)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	2382 GAL	Tack Coat (CSS-1H), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P7)	$_____	$_____
9)	577 SY	6" Concrete Fillet, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P8)	$_____	$_____
10)	974 SY	6" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P9)	$_____	$_____
11)	895 SY	6" Concrete Alley Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P10)	$_____	$_____
12)	1512 SY	6" Residential Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P11)	$_____	$_____
13)	276 SY	6" Commercial Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P11)	$_____	$_____
14)	7880 LF	Type A Concrete Curb & Gutter (6"), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P12)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
15)	20 LF	Transition Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P12)	$_____	$_____
16)	656 SY	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P13)	$_____	$_____
17)	1 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P14)	$_____	$_____
18)	51 EA	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P14)	$_____	$_____
19)	4 CY	Earth Berm, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note P15)	$_____	$_____
20)	116 LF	Concrete Short Wall, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P16)	$_____	$_____
Total Paving Items 1-20		$_____		

Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Paving Items	$_____
Total Price	$_____

In addition to providing the individual prices for the items above, Contract shall write the total bid amount in the sum of

_____dollars

and _____ cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within _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

_____dollars

and _____ cents total. ($_____)

which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

Name of Contractor

Submitted By | Print Name and Title

Signature

Mailing Address

City | State | Zip

PAY NOTES

New York Avenue Paving Bond Project

	Bid Item	Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
5	Berm Seeding & Stabilization	M5
6	Disturbed Areas Seeding & Stabilization	M6
7	Spray Watering	M7
Demolition Items		
1	Unclassified Roadway Excavation	D1
2	Removal & Disposal of Existing Unclassified Pavement	D2
3	Removal & Disposal of Existing Concrete Curb & Gutter	D3
4	Removal & Disposal of Existing Concrete Driveway	D4
5	Removal & Disposal of Existing Unclassified Driveway Pavement	D5
6	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D6
7	Removal & Disposal of Existing Miscellaneous Concrete	D7
8	Removal & Disposal of Existing Short Wall	D8
9	Removal & Disposal of Existing Brick Fence	D9
10	Removal & Disposal of Existing Tree	D10
Paving Items		
1	Subgrade Preparation (Depth ≤ 8")	P1
2	Unclassified Embankment (Density Controlled)	P2
3	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	P3
4	2" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	P4
5	8" Flexible Base (Type A, Grade 4)	P5
6	6" Flexible Base (Type A, Grade 4)	P5
7	Bituminous Prime Coat (MC-30)	P6
8	Tack Coat (CSS-1H)	P7
9	6" Concrete Fillet	P8
10	6" Concrete Valley Gutter	P9
11	6" Concrete Alley Approach	P10
12	6" Residential Concrete Driveway Approach	P11
13	6" Commercial Concrete Driveway Approach	P11
14	Type A Concrete Curb & Gutter (6")	P12
15	Tranistion Concrete Curb & Gutter	P12
16	Concrete Pedestrian Access Ramp	P13
17	Manhole Ring & Cover Adjustment	P14
18	Water Valve Box Ring & Cover Adjustment	P14
19	Earth Berm	P15
20	Concrete Short Wall	P16

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for all Mobilization to the job site complete and in place. Measurement and payment to be made per month.

M2 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M5 Includes the necessary equipment, labor, materials, and incidentals for Seeding & Stabilization per the construction drawings and City of Midland standards and specifications, including all removal, storage, and replacement of existing topsoil as well as all seeding, erosion control mats, and appurtenances. Watering is addressed in a separate pay note. Measurement and payment to be made per square yard measured along the ground surface.

M6 Includes the necessary equipment, labor, materials, and incidentals for Seeding & Stabilization per the construction drawings and City of Midland standards and specifications, including all removal, storage, and replacement of existing topsoil as well as all seeding and appurtenances. Watering is addressed in a separate pay note. Measurement and payment to be made per lump sum.

M7 Includes the necessary equipment, labor, materials, and incidentals for Spray Watering per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per lump sum.

D1 Includes the necessary equipment, labor, materials, and incidentals for Unclassified Roadway Excavation per the construction drawings and City of Midland standards and specifications including all existing pavement and sub-structure removal, unclassified excavation, material removal, and appurtenances. Measurment and payment to be per cubic yard of material removed.

D2 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all pavement removal, saw-cutting, and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing 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 measured along the back of curb.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Driveway per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

D5 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Driveway Pavement per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

D6 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Sidewalk & Ramps per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

D7 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Miscellaneous Concrete per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

D8 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Short Wall per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot measured along the ground surface.

D9 Includes the necessary equipment, labor, materials, and incidentals to Remove & Dispose of Existing Brick Fence per the construction drawings and City of Midland standards and specifications, including removal of all, columns, posts, foundations, anchors, gates, frames, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear foot measures along the ground surface following the fence centerline through all structures and appurtenances.

D10 Includes the necessary equipment, labor, materials, and incidentals to Remove & Dispose of Existing Tree per the construction drawings and City of Midland standards and specifications, including all cutting, excavating, root removal, backfill, hauling, disposal, and appurtenances. Measurement and payment shall be per each tree removed.

P1 Includes the necessary equipment, labor, materials, and incidentals for Subgrade Preparation per the construction drawings and City of Midland standards and specifications, including all proof-rollling, sub-grade reworking, scarifying, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P2 Includes the necessary equipment, labor, materials, and incidentals for placement of Unclassified Embankment per the construction drawings and City of Midland standards and specifications, including all sprinkling, rolling, correction of soft spots, grading, sloping, compaction, and appurtenances. Measurement and payment to be made per each cubic yard placed.

P3 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 110 LBS / SY at 1" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per ton of material placed.

P4 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "C" HMAC Asphalt Pavement Surface Course (PG 64-22, 110 LBS / SY at 1" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per ton of material placed.

P5 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.

P6 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P7 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (CSS-1H) 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.

P8 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.

P9 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.

P10 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.

P11 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Driveway Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the driveway approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P12 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.

P13 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Pedestrian Access Ramp per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

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 installation of Eart Berm per the construction drawings and City of Midland standards and specifications, including all reinforcement, placement, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P16 Includes the necessary equipment, labor, materials, and incidentals for installation of Short Wall per the construction drawings and City of Midland standards and specifications, including all reinforcement, placement, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface.

New York Avenue Paving Bond Project
Non-Mandatory Pre-Bid Meeting Agenda
Project No. BP20-01
July 14, 2021

Teleconference Call In Number: (866) 528-2256
Access Code: 4450719

Discussion Items

1. Sign-In Sheet

2. Personnel Overview
   - Matt Carr – City Engineer
   - Mike Pacelli – Traffic Engineer
   - Josh Ferguson – Engineering Manager – CIP, project engineer
   - Patricia Kingston – Engineering Tech
   - Bobby Wojciechowski – Construction Manager, construction management & inspections
   - Taha Sakrani – Associate Traffic Engineer
   - Troy Clabaugh – Sr. Transportation Technician
   - Gabe McClelland – Transportation Manager
   - Jesus Perez – Project Manager
   - Cory Moose – Assistant Utilities Director
   - Rex Swearinger – Operations Planner, utility coordination
   - Natalie Burgard – Administrative Assistant, document processing
   - Carolina Jimenez – Purchasing Manager, conduct bid process & bid opening

3. Project Overview and Scope
   - This project will include the removal, replacement, and installation of existing and proposed paving and sidewalk infrastructure and appurtenances as well as all equipment, labor, materials, etc. necessary to complete the work outlined in the Construction Drawings and Specifications, and to satisfactorily complete the work.
   - In general, this project involves paving New York Avenue from Carver Street to Fairgrounds Road and paving Benton Street from Indiana Avenue to California Avenue.

4. Bid Process
   - Pre-Bid meeting attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

     jferguson@midlandtexas.gov

   - Addendum distributed by email the Friday afternoon following the Pre-Bid Meeting.
     - The deadline to ask or send questions for the addendum is this Friday, July 16, 2021 at Noon.
     - Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.

- ATTENTION: Due to the Coronavirus (COVID-19) pandemic, all bidders are encouraged to mail bid packets to one of the addresses below rather than delivering them in person in the interests of maintaining social distancing:

  USPS Mailing Address:
  City of Midland, Texas
  Attn: City Secretary's Office
  P. O. Box 1152
  Midland, TX 79702

  – OR –

  Physical Address for mail carriers other than USPS:
  City of Midland, Texas
  Attn: City Secretary's Office
  300 North Loraine St., Suite 330
  Midland, TX 79701

  If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline.

- **Bid Opening is Wednesday, July 21, 2021 at 2:00 PM** in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
  - The Bid Opening will be open to the public, and bidders are free to attend in person.
  - No late bids will be accepted.
  - Bidders must be willing to sign the contract as is.
  - Bidders must complete the conflict of interest forms if applicable.
  - Bidders must fill out all bid items in the Proposal. If bid items are left blank or incomplete then the bid will be considered non-responsive.
  - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.

5. Notice to Proceed
   - Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
   - Pre-Construction Meeting date will be set after the project bid is awarded.

6. Payment
   - Invoices should be submitted on or before the 1st day of each month and cover work completed up to the 25th day of the preceding month.
   - Invoice submittals are to be itemized and match the bid items listed in the bid packet Proposal.
   - Payment based on the portion of work completed only. No payment for material delivery.
   - 5% retainage until project completion, acceptance, and final payment.
   - Recommended that invoices state "Invoice Due Upon Receipt", or have a due date that is two (2) weeks after the date the invoice is submitted.

7. Project Schedule
   - City Inspector must be notified of all work occurring and be able to perform inspection on any construction or installation that occurs.
   - Typical work times are Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
   - Work is not to occur on Sundays or legal holidays unless required for emergency situations.
   - Work is not to occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.

8. Project Specifics
   - Comply with all OSHA and other applicable safety requirements and regulations at all times.
   - Construction staking is solely the responsibility of the Contractor.
   - Construction testing is solely the responsibility of the Contractor.

- Contractor is responsible for all Traffic Control for this project.
- Contractor is responsible for coordinating with City Transportation to have any traffic signs removed or relocated as needed by the City.
- Contractor is responsible for maintaining access to all adjacent properties.
- Conflicts with mailboxes are not anticipated, but if one is encountered then Contractor is to notify and coordinate with City before proceeding.
- There is a one (1) calendar year warranty period on this project. This includes all infrastructure installed.

9. Additional Information, Clarifications, and Corrections
   - **ATTENTION:** The construction drawing set has been revised, and the originally advertised construction drawing set sealed on June 30, 2021 is to be replaced in its entirety with the revised construction drawing set sealed July 13, 2021.
     - Revisions to plan set primarily consist of darkening contours and contour labels so they are more visible, and adding existing grade point data between intersections.
     - Location of existing tree shown at southeast corner of New York Avenue and Webster Street revised. Tree is most likely just inside corner of private property. Owner of this property has contacted the City and stated they are okay with the tree being removed if that is needed because it is in the way or the root system is too damaged by construction activity in the ROW. The City's preference would be to leave the tree in place, but if it is in the way or the roots have to be removed to the point that the tree likely wouldn't survive then it will need to come out. Owner of this property also asked about circle driveway access on New York Avenue and has been informed that the access immediately east of the intersection was too close and will be blocked by stand-up curb, but that the driveway further east will remain and be given a standard approach, and that the existing access onto Webster Street will also remain as is.
     - Digital plan set information will not be provided for this project.
   - Bidders are directed to bid the item quantities listed in the Bid Packet's Proposal.
   - **ATTENTION:** There is a utility project in progress on New York Avenue to replace and relocate the existing water main before the pavement work commences. The water main has already been replaced in Benton Street, but the utility contractor has precedence on New York Avenue until their project is complete.
   - **ATTENTION:** Contractors must proceed with construction activities as directed by the Phasing Notes on Sheet 09 of the Construction Drawings. More specifically Benton Street must be paved before New York Avenue.
   - Fairgrounds Road has been recently paved by Midland County where this project pavement connects to it on the east end of New York Avenue. Contractor is directed to employ all reasonable measures to avoid damaging new pavement on Fairgrounds Road not identified for removal, and to ensure any saw-cuts are clean and straight, and all tie-ins are flush with the existing Fairgrounds Road pavement that will remain.
   - **ATTENTION:** This project is being paid through two different funding sources.
     - New York Avenue Phase – Standard City funding and will operate under standard City processes.
     - Benton Street Phase – Funded through HUD Community Development Block Grant Funds. All work performed in this phase of construction must comply with any and all additional requirements associated with the HUD funding as outlined in the Bid Packet in the Special Provisions page SP 1, and the HUD Attachments section at the end of the Bid Packet.

10. Any Additional Questions

Please direct all questions or comments following the Pre-Bid Meeting to Josh Ferguson with the City of Midland.

Engineering Services

Josh Ferguson
Phone: (432) 685-7290
Email: jferguson@midlandtexas.gov

Jesus Perez
Phone: (432) 685-7471
Email: jperez@midlandtexas.gov

Non-Mandatory Pre-Bid Meeting Attendance

BP20-01

New York Avenue Paving Bond Project

Date: 07/14/2021 - 3:00 PM

☑	Name *(Please Print)*	Company Name *(Please Print)*	Phone Number	Fax Number	Email
✓	Josh Ferguson	City of Midland	(432) 685-7290		jferguson@midlandtexas.gov
✓	Edgar McAnno	Eagle Inc	3252458823		eanedrano@eagle.inc.com
✓	Josealandres Bautista	Eagle Inc	817876 9890		jabautista@eagle.inc.com
	Kenneth Ford	Jones Bros	332-0721		K. ford@jonesbj.com
	Mike Hester	Reece Albert Inc	432-570-0481	432-682-3916	mikeh@reecealbertinc.com
	Jesse Ramirez	Reece Albert, Inc	432-570-0481	432-682-3916	jesser@reecealbertinc.com
	Isaac Garnett	City of midland			igarnett@midlandtexas.gov
	Jesus Perez	City of Midland	432-685-7491		jperez@midlandtexas.gov
	Adrian Perez	JD King LoM	432-288-1837		A.PEREZ@JDKINGCORP.COM
	Brent	Desert Paving			

PACKET
10.300
August 10, 2021

CITY OF MIDLAND
NEW YORK AVENUE PAVING BOND PROJECT
(INCLUDES NEW YORK AVENUE & BENTON STREET PAVING IMPROVEMENTS)
PROJECT NUMBER: BP20-01
JULY 2021

SHEET INDEX	
SHEET	DESCRIPTION
01	COVER
02	VICINITY MAP
03 TO 06	QUANITITY SHEET
07 TO 09	GENERAL NOTES
10 TO 11	TYPICAL SECTION
12 TO 19	EXISTING CONDITIONS
20 TO 27	EROSION CONTROL PLAN
28 TO 35	DEMOLITION PLAN
36	OVERALL MASTER LAYOUT
37 TO 51	PLAN & PROFILE VIEW
52 TO 67	INTERSECTION VIEW
68 TO 83	ROAD DETAILS

MAYOR

PATRICK PAYTON

COUNCIL MEMBERS

SCOTT DUFFORD	DISTRICT 1
JOHN NORMAN	DISTRICT 2
JACK LADD	DISTRICT 3
LORI BLONG	DISTRICT 4
MICHAEL TROST	AT LARGE
SPENCER ROBNETT	AT LARGE

INTERM CITY MANAGER
ROBERT PATRICK

ENGINEERING SERVICES DIRECTOR
JOSE E. ORTIZ

CITY ENGINEER
MATT C. CARR, P.E.
OFFICE: (432) 685-7287

CITY OF MIDLAND, 300 N. LORAINE ST.
MIDLAND, TX 79702

CONTRACTOR _____

DATE WORK BEGAN _____

DATE WORK COMPLETED _____

DATE WORK ACCEPTED _____

FINAL CONTRACT COST _____

Josh Ferguson — ENGINEER — 7/13/2021 SUBMITTED

Matt Carr, P.E — CITY ENGINEER — 7/13/21 RECOMMENDED

Jose Ortiz — ENGINEERING SERVICE DIRECTOR — 7/13/2021 RECOMMENDED

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

811 Know what's below. Call before you dig.

DRAWN:	PAK	5					
CHECKED:	JCF	4					
APPROVED:	JCF	3					
VERT.:	N/A	2					
HORIZ.:	N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES			
PROJECT NO.	BP20-01	0	_/_/_	IFC			
Date:	JULY 2021	Rev. No	Date	Description			

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
COVER

Scale: NTS | File: 2020\BP20-01 NEW YORK AVE

01
OF 83

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NEW YORK AVENUE & BENTON STREET
PROJECT LAYOUT



PROJECT VICINITY MAP
NOT TO SCALE

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

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APPROVED:	JCF	3				
VERT.:	N/A	2				
HORIZ.:	N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.		
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Date:	JUNE 2021	Rev. No	Date	Description		

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NEW YORK AVENUE
PAVING BOND PROJECT
VICINITY MAP

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OF 83

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SUMMARY OF REMOVAL ITEMS								
	STATION TO STATION	REMOVE ASPHALT PAVEMENT	REMOVE EXISTING BRICK FENCE	REMOVE EXISTING CONCRETE DRIVEWAY	REMOVE CONC. CURB AND GUTTER	REMOVE CONC. SIDEWALK & RAMPS	REMOVE MISC. CONCRETE	REMOVE CONC. SHORT WALL
UNIT		SY	LF	SY	LF	SY	SY	LF
RATE								
DP1 OF 8	1+00 TO 10+00	4175	0	69	477	84	194	31
DP2 OF 8	10+00 TO 19+40	3820	18	17	444	50	0	0
DP3 OF 8	19+40 TO 29+40	3750	0	386	258	73	0	85
DP4 OF 8	29+40 TO 37+30	2855	0	138	366	21	134	0
DP5 OF 8	37+30 TO 39+30	426	0	0	0	0	133	0
DP6 OF 8	1+17 TO 11+45	1870	0	129	51	0	0	0
DP7 OF 8	11+45 TO 18+95	2620	0	213	32	0	83	0
DP8 OF 8	18+95 TO 20+62	1885	0	20	199	46	122	0
GRAND TOTAL		21401	18	973	1827	274	665	116

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
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PROFESSIONAL ENGINEER

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VERT.: N/A
HORIZ.: N/A
PROJECT NO BP20-01
Date: JUNE 2021

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
QUANTITY SHEET
1 OF 4

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SUMMARY OF ROADWAY ITEMS								
	STATION TO STATION	EXCAVATION (ROADWAY) (UNCLASSIFIED)	EMBANKMENT (ROADWAY) (DENSITY CONTROL)	BERM SEEDING AND STABLIZATION	HMAC PVMT TY D (PG70-22)	HMAC PVMT TY C (PG64-22)	PRIME COAT (MC-30)	TACK COAT (CSS-1H)
UNIT		CY	CY	SY	TON	TON	GAL	GAL
RATE					220 LB/SY	220 LB/SY	0.2 GAL/SY	0.1 GAL/SY
PP1 OF 15	1+00 TO 5+00	870	21	0	204	204	370	185
PP2 OF 15	5+00 TO 10+00	2108	30	0	271	271	493	246
PP3 OF 15	10+00 TO 15+00	1648	23	0	233	233	423	212
PP4 OF 15	15+00 TO 19+40	1490	4	0	208	208	379	190
PP5 OF 15	19+40 TO 24+40	1103	83	0	263	263	478	239
PP6 OF 15	24+40 TO 29+40	754	158	0	180	180	328	164
PP7 OF 15	29+40 TO 33+90	712	51	0	208	208	379	189
PP8 OF 15	33+90 TO 37+30	786	11	0	150	150	273	136
PP9 OF 15	37+30 TO 39+30	144	34	19	68	68	124	62
PP10 OF 15	1+17 TO 3+95	430	15	0	107	107	194	97
PP11 OF 15	3+95 TO 7+70	907	11	0	150	150	273	137
PP12 OF 15	7+70 TO 11+45	1130	25	0	181	181	329	165
PP13 OF 15	11+45 TO 15+20	766	11	0	151	151	275	138
PP14 OF 15	15+20 TO 18+95	950	8	0	181	181	330	165
PP15 OF 15	18+95 TO 20+62	232	2	0	64	64	117	58
GRAND TOTAL=		14030	487	19	2620	2620	4764	2382

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JOSHUA C. FERGUSON
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PROFESSIONAL ENGINEER

Josh Ferguson

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VERT.: N/A
HORIZ.: N/A
PROJECT NO. BP20-01
Date: JUNE 2021

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
QUANTITY SHEET
2 OF 4

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SUMMARY OF ROADWAY ITEMS

	STATION TO STATION	PREPARING OF SUBGRADE (H ≤ 8")	8" FLEXIBLE COMPACTED BASE (TY A) (GR 4)	6" FLEXIBLE COMPACTED BASE (TY A) (GR 4)	CONCRETE FILLET (H = 6")	CONCRETE VALLEY GUTTER (W = 10')	CONCRETE RESEDENTIAL DRIVEWAY APPROACH	CONCRETE COMMERCIAL DRIVEWAY APPROACH	CONCRETE ALLEY APPROACH
UNIT		SY	SY	SY	SY	SY	SY	SY	SY
RATE									
PP1 OF 15	1+00 TO 5+00	2241	2118	123	45	82	28	0	94
PP2 OF 15	5+00 TO 10+00	3148	2935	213	90	164	119	0	94
PP3 OF 15	10+00 TO 15+00	2730	2494	236	45	73	47	0	188
PP4 OF 15	15+00 TO 19+40	2395	2262	133	45	73	39	0	94
PP5 OF 15	19+40 TO 24+40	2997	2875	122	90	147	28	0	94
PP6 OF 15	24+40 TO 29+40	2190	1945	245	45	73	56	0	188
PP7 OF 15	29+40 TO 33+90	2412	2257	155	45	73	61	0	94
PP8 OF 15	33+90 TO 37+30	1891	1539	352	22	36	30	276	47
PP9 OF 15	37+30 TO 39+30	832	803	29	39	68	29	0	0
PP10 OF 15	1+17 TO 3+95	1262	1143	119	22	37	119	0	0
PP11 OF 15	3+95 TO 7+70	1691	1477	214	0	0	214	0	0
PP12 OF 15	7+70 TO 11+45	2107	1869	238	45	73	238	0	0
PP13 OF 15	11+45 TO 15+20	1714	1477	238	0	0	238	0	0
PP14 OF 15	15+20 TO 18+95	2153	1945	208	45	73	208	0	0
PP15 OF 15	18+95 TO 20+62	708	649	59	0	0	59	0	0
GRAND TOTAL=		30471	27789	2683	577	974	1512	276	895

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
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PROFESSIONAL ENGINEER

Josh Ferguson

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CHECKED: JCF
APPROVED: JCF
VERT.: N/A
HORIZ.: N/A
PROJECT NO. BP20-01
Date: JUNE 2021

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
QUANTITY SHEET
3 OF 4

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OF 83

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SUMMARY OF ROADWAY ITEMS									
	STATION TO STATION	TY A STD CURB AND GUTTER (6")	TRANSITION CURB AND GUTTER	CURB RAMP TY 12	CURB RAMP TY 12A	CONCRETE SHORT WALL	EARTH BERM	ADJUST WATER VALVE	ADJUST WW MANHOLE
UNIT		LF	LF	EA	EA	LF	CY	EA	EA
RATE									
PP1 OF 15	1+00 TO 5+00	508	0	4	0	0	0	4	0
PP2 OF 15	5+00 TO 10+00	660	0	6	2	31	0	8	0
PP3 OF 15	10+00 TO 15+00	815	0	4	0	0	0	4	1
PP4 OF 15	15+00 TO 19+40	768	0	4	0	0	0	4	0
PP5 OF 15	19+40 TO 24+40	770	0	3	5	85	0	8	0
PP6 OF 15	24+40 TO 29+40	673	0	4	0	0	0	4	0
PP7 OF 15	29+40 TO 33+90	754	0	4	0	0	0	4	0
PP8 OF 15	33+90 TO 37+30	358	0	2	0	0	0	4	0
PP9 OF 15	37+30 TO 39+30	272	20	0	0	0	4	4	0
PP10 OF 15	1+17 TO 3+95	408	0	2	0	0	0	1	0
PP11 OF 15	3+95 TO 7+70	396	0	4	0	0	0	3	0
PP12 OF 15	7+70 TO 11+45	378	0	4	0	0	0	1	0
PP13 OF 15	11+45 TO 15+20	366	0	0	0	0	0	0	0
PP14 OF 15	15+20 TO 18+95	518	0	4	0	0	0	1	0
PP15 OF 15	18+95 TO 20+62	236	0	0	0	0	0	1	0
GRAND TOTAL=		7880	20	45	7	116	4	51	1

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

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2		
1	7/13/21	REVISED CONTOURS AND ADDED GRADES
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DRAWN: PAK
CHECKED: JCF
APPROVED: JCF
VERT.: N/A
HORIZ.: N/A
PROJECT NO. BP20-01
Date: JUNE 2021

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
QUANTITY SHEET
4 OF 4

Scale: NTS
File : 2020BP20-01 NEW YORK AVE

File: P:\Engineering Services\Engineering Projects\2019\19-04 New York NW 103 DWG\PLANS Plans\C 103-103 Quantity.dwg Jul 13, 2021 - 4:06pm jakeg

GENERAL NOTES

GENERAL NOTES:

1. THIS DESIGN IS FOR PUBLIC PAVING IMPROVEMENTS AT CARVER STREET TO FAIRGROUNDS ROAD ALONG NEW YORK AVENUE AND AT INDIANA AVENUE TO CALIFORNIA AVENUE ALONG BENTON STREET.
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, REQUIREMENTS, AND STANDARDS. WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.
3. 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.
4. 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.
5. EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS INDICATED IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, 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. MATERIAL STORAGE IS TO BE PLACED IN NEW YORK AVENUE AND BENTON STREET PROJECT AREA ZONE IDENTIFIED IN APPROVED TRAFFIC CONTROL PLAN.
11. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
12. CONTRACTOR MUST COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN PROJECT BID PACKET.
13. CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT. TREES AND OVERHEAD LINES ARE COMMON, AND CONTRACTOR IS TO PROVIDE PROPER EQUIPMENT TO COMPLETE ALL REQUIRED WORK FOR THIS PROJECT IN AN URBAN ENVIRONMENT.

EXISTING CONDITION NOTES:

A. EXISTING CONDITIONS ARE SHOWN BASED ON AVAILABLE PREVIOUS DESIGN DRAWINGS, CITY OF MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SURVEY DATA, AND SITE VISITS. CONTRACTOR IS TO FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

B. EXISTING ELECTRIC LINES WERE LOCATED FROM ONE-CALL MARKINGS, SURVEY DATA, AND SITE VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.

C. EXISTING COMMUNICATION LINES WERE LOCATED FROM AS-BUILT DRAWINGS, ONE-CALL MARKINGS, SURVEY DATA, AND SITE VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.

D. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR OVERHEAD ELECTRIC, POWER, OR PHONE LINES.

E. EXISTING TREES NEAR PROJECT SITE NOT NOTED FOR REMOVAL IN THIS CONSTRUCTION DRAWING SET SHOULD NOT BE CLOSE ENOUGH TO INTERFERE WITH CONSTRUCTION ACTIVITIES, AND CONTRACTOR IS DIRECTED TO MAKE SURE THESE EXISTING TREES ARE NOT DAMAGED DURING PROJECT OPERATIONS. CONTRACTOR IS TO NOTIFY ENGINEER OF ANY ISSUES OR CONFLICTS WITH THESE EXISTING TREES AND WAIT FOR DIRECTION FROM ENGINEER PRIOR TO PERFORMING ANY ACTIVITY THAT MIGHT HARM THESE TREES.

DEMOLITION NOTES:

I. CONTRACTOR IS TO NOTIFY PROJECT ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.

II. CONTRACTOR IS TO TAKE CARE NOT TO DAMAGE OR REMOVE ANY EXISTING INFRASTRUCTURE OR PROPERTY, PUBLIC OR PRIVATE, THAT IS NOT INDICATED BY THIS CONSTRUCTION DRAWING SET. ANY SUCH DAMAGE OR REMOVAL MUST BE REPLACED OR REPAIRED BY CONTRACTOR AT THEIR SOLE EXPENSE TO EQUAL OR BETTER CONDITION.

III. ANY EXISTING MAILBOX FOUNDATION TO BE REMOVED PER THIS CONSTRUCTION DRAWING SET CANNOT BE REMOVED UNTIL AFTER MAILBOX IS REMOVED FROM EXISTING FOUNDATION BY OWNER.

IV. ALL EXISTING FENCE REMOVED PER THIS CONSTRUCTION DRAWING SET IS TO BE STACKED NEATLY ON ADJACENT OWNER'S PROPERTY UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET OR PROJECT BID PACKET.

V. ALL DEMOLITION DIMENSIONS ARE APPROXIMATE BASED ON MOST RELIABLE DATA AVAILABLE. CONTRACTOR IS TO FIELD VERIFY ACTUAL DIMENSIONS AND NOTIFY ENGINEER OF QUANTITY INCREASE OR DISCREPANCIES.

VI. ALL SAW-CUTS FOR PAVEMENT REMOVAL ARE TO HAVE CLEAN, STRAIGHT EDGES AND ARE CONSIDERED INCIDENTAL TO ALL PROJECT WORK.

VII. 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.

VIII. CONTRACTOR IS TO NOTIFY ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE REMOVING ANYTHING NOT NOTED FOR REMOVAL.

IX. EXISTING TREES NOTED FOR REMOVAL IN THIS CONSTRUCTION DRAWING SET ARE TO BE REMOVED IN THEIR ENTIRETY, INCLUDING ROOTS. ANY EXISTING TREE NOT NOTED FOR REMOVAL IN THIS CONSTRUCTION DRAWING SET IS TO REMAIN AND SHOULD NOT BE CLOSE ENOUGH TO INTERFERE WITH CONSTRUCTION ACTIVITIES. CONTRACTOR IS TO AVOID DAMAGING ANY EXISTING TREES NOT NOTED FOR REMOVAL ON THIS SHEET.

STATE OF TEXAS
JW.13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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HORIZ.: N/A
PROJECT NO. BP20-01
Date: JUNE 2021

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
GERNERAL NOTES
1 OF 3

Scale: NTS
File: 2020BP20-01 NEW YORK AVE

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OF 83

File: P:\Engineering Services\Engineering Projects\2019\19-05 New York Ave\100-DESIGN\101-DWG\GPKG Plus\GC-101-106 GeNeral Notes.dwg Jul 13, 2021 - 4:06pm joshuaferguson

GENERAL NOTES

CONSTRUCTION NOTES:

1. ALL DIMENSIONS MEASURED TO CURB ARE MEASURED TO BACK-OF-CURB.
2. 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.
3. CONCRETE COLLARS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE UTILITY COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.
4. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 1.5-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0-CUBIC YARD OF CONCRETE PLACED (1.5-LBS / 1.0-CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET.
5. ALL CONCRETE PAVEMENT, FILLET, VALLEY GUTTER, APPROACH, AND COLLAR JOINTS ARE TO BE SEALED PER CITY STANDARDS.
6. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
7. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR ALL GRADE DAYLIGHTING.
8. COORDINATE ALL SIGNAL POLE, SIGNAL CONDUIT, STRIPING, TRAFFIC SIGN, OR OTHER TRAFFIC INFRASTRUCTURE ISSUES WITH CITY TRAFFIC ENGINEER AND NOTIFY CITY INSPECTOR.
9. NOTIFY CITY INSPECTOR OF ALL FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE ISSUES AND COORDINATE WITH BOTH CITY AND FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE OWNER.
10. EXISTING MAILBOX LOCATIONS ARE NOT EXPECTED TO CONFLICT WITH THIS PROJECT. IF EXISTING MAILBOX IS IN CONFLICT AND HAS NON-PERMANENT FOUNDATION, THEN CONTRACTOR IS TO CONTACT OWNER AND HAVE THEM RELOCATE MAILBOX. IF EXISTING MAILBOX IS IN CONFLICT AND HAS PERMANENT FOUNDATION THEN CONTRACTOR IS TO NOTIFY PROJECT ENGINEER, WHO WILL THEN COORDINATE WITH MAILBOX OWNER BEFORE CONTRACTOR SETS A NEW PERMANENT FOUNDATION AND OWNER RELOCATES MAILBOX.
11. CONTRACTOR IS TO CONTACT CITY TRANSPORTATION FOR REMOVAL, RELOCATION, OF REPLACEMENT OF EXISTING TRAFFIC SIGNS IN CONFLICT WITH NEW INFRASTRUCTURE PRIOR TO ANY CONSTRUCTION ACTIVITY OCCURRING NEXT TO ANY SUCH SIGNS.

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 NEW YORK AVENUE AND BENTON STREET LOCATION DESIGNATED AS PART OF WORK ZONE AREA.
E. ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE NOT PERMITTED IN FAIRGROUNDS ROAD.
F. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.
G. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM PROJECT SITE.
H. VEGETATION SEEDING AND WATERING:
   a. THIS REFERS TO ALL PORTIONS OF NEW YORK AVENUE AND BENTON STREET DISTURBED BY CONSTRUCTION ACTIVITY FOR THIS PROJECT.
   ii. REVEGETATE ALL AREAS AND SURFACES DISTURBED BY ANY CONSTRUCTION ACTIVITY THAT ARE SCHEDULED TO REMAIN NATURAL REGARDLESS OF WHETHER OR NOT THEY ARE WITHIN APPROVED PROJECT SITE OR WORK ZONE. NATURAL SURFACES ARE THOSE THAT WILL NOT RECEIVE A LAYER OF PAVEMENT, FLATWORK, STRUCTURE, OR OTHER IMPERVIOUS MATERIAL.
   iii. REMOVE TOP SIX INCH (6") LAYER OF VEGETATION AND TOPSOIL EVENLY FOR ENTIRE DISTURBED AREA AND SET ASIDE DURING CONSTRUCTION.
   iv. AFTER CONSTRUCTION PLACE SAVED VEGETATION AND TOPSOIL EVENLY ACROSS ENTIRE DISTURBED AREA AND RAKE SMOOTH. ADD ADDITIONAL TOPSOIL MATERIAL OF EQUAL OR BETTER QUALITY THAN ORIGINAL MATERIAL IF NECESSARY TO ACHIEVE A MINIMUM SIX INCH (6.0") TOPSOIL THICKNESS THROUGHOUT.
   v. RAKE AREAS TO BE SEEDED TO ALLOW GOOD CONTACT BETWEEN SEEDS AND SOIL.
   vi. UNIFORMLY DISTRIBUTE SEEDS BY SPREADER, BY HAND, OR BY OTHER EQUIVALENT METHOD.
   vii. RAKE SEEDER AREA AGAIN AFTER SEEDING OCCURS SO THAT SEEDS ARE NOT LEFT EXPOSED ON SURFACE. RAKED SURFACE SHOULD BE RELATIVELY SMOOTH AND FLUSH WITH ADJACENT SURFACES.
   viii. FERTILIZER IS TO BE PLACED UNIFORMLY OVER ALL SEEDED AREAS NO LESS THAN ONE (1) DAY AFTER SEEDS ARE PLACED.
   ix. BEFORE PLANTING OPERATIONS BEGIN, FURNISH SEED TAGS FROM SEED SUPPLIER. SEED TAGS MUST SHOW PERCENT PURITY, PERCENT GERMINATION, AND DATE SEED WAS HARVESTED. SUBMIT SEED TAGS TO PROJECT ENGINEER FOR VERIFICATION OF APPROPRIATE POUNDS P.L.S./ACRE RATES.
   x. TWO (2) TO THREE (3) DAYS AFTER FERTILIZER IS PLACED, SPRAY EVENLY WITH WATER EQUIVALENT TO A MINIMUM UNIFORM WATER VOLUME DEPTH OF 0.2-INCHES (0.2") FOR ENTIRE DISTURBED AREA AT A RATE OF NO LESS THAN ONCE (1) A DAY FOR TEN (10) CONSECUTIVE DAYS.
   xi. PROVIDE SEED MIXTURES LISTED AT APPROPRIATE RATES DURING SPECIFIED SEASON:
      a) SEED MIX TOTALING 20 LBS P.L.S. / ACRE, WHEN SEEDING BETWEEN OCTOBER AND FEBRUARY:

VARIETY	LBS, P.L.S. / ACRE
RYGRASS (ANNUAL)	8.0
WESTERN WHEATGRASS	2.0
MILLET	2.0
SIDEOATS GRAMA	1.5
KLEINGRASS	1.5
BRISTLEGRASS	1.5
BLUE GRAMA	0.5
BUFFALOGRASS	2.0
GREEN SPRANGLETOP	1.0

      b) SEED MIX TOTALING 20 LBS P.L.S. / ACRE, WHEN SEEDING BETWEEN MARCH AND SEPTEMBER:

VARIETY	LBS, P.L.S. / ACRE
MILLET	4.0
SIDEOATS GRAMA	3.0
KLEINGRASS	3.0
BRISTLEGRASS	3.0
BLUE GRAMA	1.0
BUFFALOGRASS	4.0
GREEN SPRANGLETOP	2.0

      c) IF SPECIFIED GRASS VARIETY IS NOT AVAILABLE, SUBMIT AVAILABLE SUBSTITUTION TO PROJECT ENGINEER FOR APPROVAL. PERMISSION FOR SUBSTITUTION WILL ONLY BE GRANTED AFTER PROJECT ENGINEER IS SATISFIED THAT SPECIFIED GRASS VARIETIES ARE NOT AVAILABLE.
      d) DELIVER ALL FERTILIZER IN BAGS OR CONTAINERS CLEARLY LABELED SHOWING BAG ANALYSIS. PREFERRED ANALYSIS IS 18-3-4. APPLY FERTILIZER AT RATE THAT ACHIEVES NO LESS THAN 100 LBS N_2 / ACRE. APPLY FERTILIZER IN CONJUNCTION WITH SEEDING.
I. CONTRACTOR HAS SOLE RESPONSIBILITY FOR VEGETATING OR STABILIZING TO EXISTING OR BETTER CONDITION ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY LOCATED OUTSIDE DESIGNATED PROJECT SITE OR APPROVED WORK ZONE AT CONTRACTOR'S SOLE EXPENSE.
J. 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.
K. 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 IMPEDE THEIR EFFECTIVENESS.
L. CONTRACTOR IS TO REMOVE ALL TERMPORARY EROSION CONTROL MEASURES FROM PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ONCE PROJECT SITE IS STABILIZED. THIS IS CONSIDERED SUBSIDIARY TO THIS PROJECT SCOPE.
M. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE SOLE RESPONSIBILITY OF CONTRACTOR.

STATE OF TEXAS
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MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
GERNERAL NOTES
2 OF 3

Scale: NTS | File: 2020\BP20-01 NEW YORK AVE

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OF 83

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GENERAL NOTES

PAVING NOTES:

I. 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.

II. ALL NEW PAVEMENT AND CONCRETE ARE TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS.

III. 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.

IV. 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.

V. BLOT AREAS SHOWING AN EXCESS OF PRIME COAT OR TACK COAT WITH SAND OR OTHER SIMILAR MATERIAL AND REMOVE BLOTTING MATERIAL BEFORE PAVING.

VI. SOME EXISTING STAND-UP CURBS ARE 7.0" CURBS RATHER THAN CURRENT 6.0" CITY STANDARD CURBS IN THIS AREA. MATCH EXISTING CURB HEIGHT THROUGHOUT AT TIE-IN LOCATIONS.

VII. CONCRETE FLARES SHOWN IN ALLEY APPROACH ARE TO BE INSTALLED. NOTIFY ENGINEER IF CONFLICT WITH FLARES IS DISCOVERED IN FIELD.

VIII. 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.

IX. ONLY USE AND PLACE APPROVED EXPANSION JOINT MATERIAL AS INDICATED ON CONSTRUCTION DRAWINGS AND BETWEEN EXISTING CURB AND PROPOSED CURB.

X. ALL PEDESTRIAN ACCESS RAMPS AND SIDEWALKS ARE TO BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE ADA REQUIREMENTS. ALL SIDEWALK IS TO BE INSTALLED FLUSH WITH ADJACENT TOP-OF-CURB WHEN LOCATED NEXT TO CURB. SIDEWALK NOT LOCATED NEXT TO CURB IS TO BE PLACED FLUSH WITH EXISTING GROUND SURFACE. ENGINEER IS TO BE NOTIFIED PRIOR TO INSTALLATION IF ANY SIDEWALK SLOPE EXCEEDS 5.0% SLOPE WHEN FOLLOWING EXISTING GROUND SURFACE, AND NO SIDEWALK IS TO HAVE CROSS-SLOPE GREATER THAN 2.0%.

XI. 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.

XII. MAINTAIN SUBGRADE OR BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION AND KEEP DAMP WITH WATER UNTIL CONCRETE PAVEMENT IS PLACED.

XIII. 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.

XIV. SAWCUT ALL CONTROL JOINTS. JOINT SPACING TO TYPICALLY BE MINIMUM 10' X 10' AND MAXIMUM 15' X 15'. PLAN JOINT LAYOUT AROUND CURB RETURNS AND OTHER IRREGULAR FEATURES SUCH THAT JOINTS ARE PERPENDICULAR TO CURBS OR CONCRETE EDGES.

XV. 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.

XVI. CURB JOINTS ARE TO BE TOOL JOINTS EXCEPT FOR EVERY 6TH CONTROL JOINT, WHICH IS TO BE AN EXPANSION JOINT. UTILIZE EXPANSION JOINTS AT ALL JOINTS BETWEEN NEW AND EXISTING CURB-AND-GUTTER.

XVII. CONCRETE FILLETS ARE TO BE PLACED INTEGRAL WITH ADJACENT CONCRETE CURB.

XVIII. UTILIZE SAWCUT OR TOOL JOINTS IN SIDEWALK SPACED EVERY 5.0' WITH AN EXPANSION JOINT FOR EVERY 12TH JOINT OF SIDEWALK.

XIX. ALL CONCRETE PAVEMENT AND SIDEWALK SURFACES ARE TO BE BROOM FINISHED.

DRAINAGE NOTES:

1. CONTRACTOR IS TO ENSURE POSITIVE SURFACE DRAINAGE THROUGHOUT PROJECT SITE WITH SPECIAL ATTENTION GIVEN TO SURFACE DRAINAGE AT ALL INTERSECTIONS.
2. 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.

PHASING NOTES:

A. CONSTRUCTION FOR THIS PROJECT WILL CONSIST OF TWO (2) PHASES. PHASE ONE (1) INCLUDES ALL IMPROVEMENTS TO BENTON STREET, AND MUST BE CONSTRUCTED FIRST. PHASE TWO (2) INCLUDES ALL IMPROVEMENTS TO NEW YORK AVENUE, AND CONSTRUCTION OF PHASE TWO (2) CANNOT START UNTIL PHASE ONE (1) IS COMPLETE OR PROJECT ENGINEER GIVES WRITTEN PERMISSION TO START PHASE TWO (2) CONSTRUCTION SOONER.

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VERT.: N/A	2				
HORIZ.: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.		
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Date: JUNE 2021	Rev. No	Date	Description		

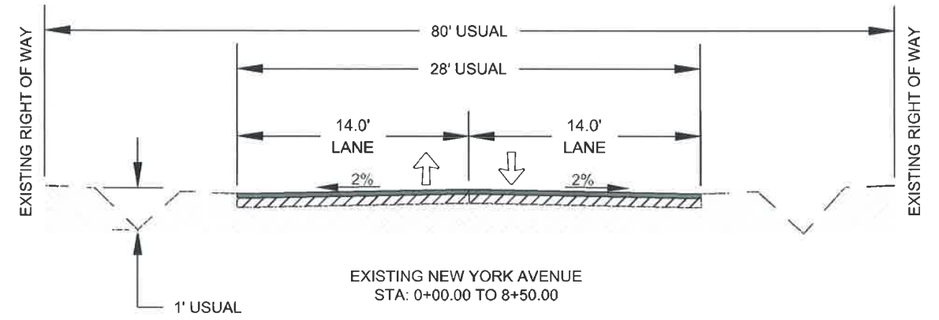
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
GERNERAL NOTES
3 OF 3

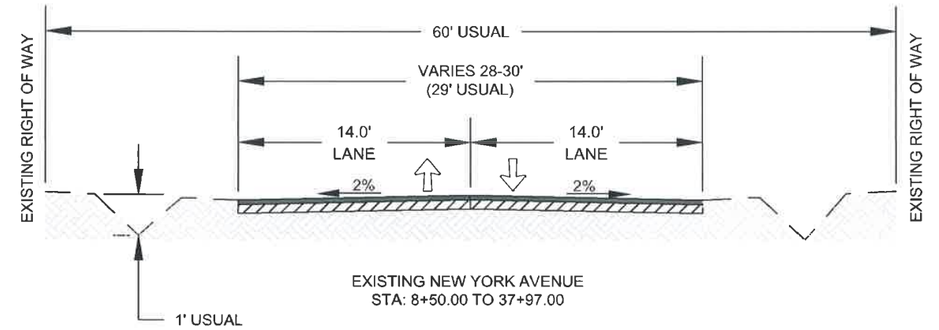
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OF 83

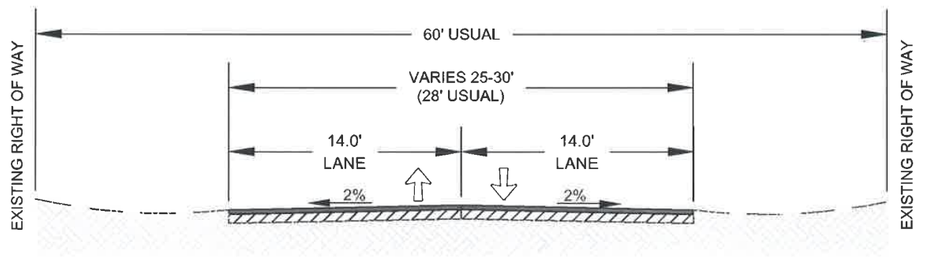
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EXISTING NEW YORK AVENUE
STA: 0+00.00 TO 8+50.00



EXISTING NEW YORK AVENUE
STA: 8+50.00 TO 37+97.00



EXISTING BENTON STREET
STA: 0+00.00 TO 19+79.00

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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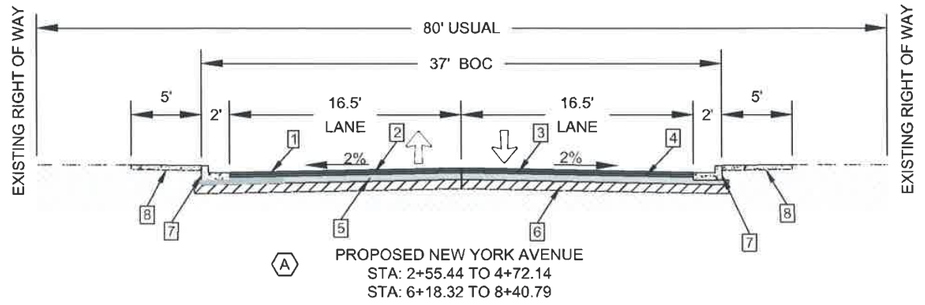
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Date:	JUNE 2021	Rev. No.	Date	Description		

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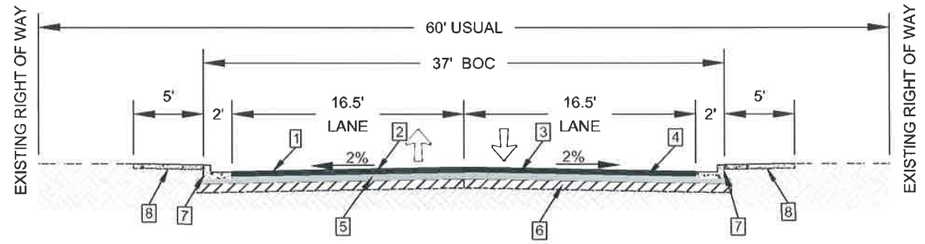
NEW YORK AVENUE
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TYPICAL SECTION
1 OF 2

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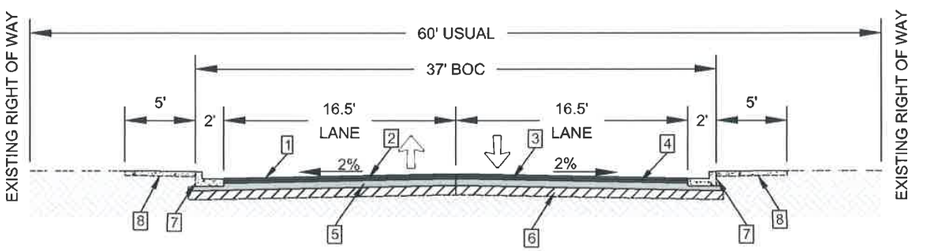
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Ⓐ PROPOSED NEW YORK AVENUE
STA: 2+55.44 TO 4+72.14
STA: 6+18.32 TO 8+40.79



Ⓑ PROPOSED NEW YORK AVENUE
STA: 9+86.92 TO 12+51.57
STA: 12+17.77 TO 15+58.17
STA: 17+11.09 TO 19+21.91
STA: 20+68.16 TO 22+78.48
STA: 24+31.18 TO 25+28.16
STA: 25+28.16 TO 26+35.88
STA: 27+92.66 TO 29+98.88
STA: 31+50.19 TO 33+62.09
STA: 35+08.05 TO 38+45.55

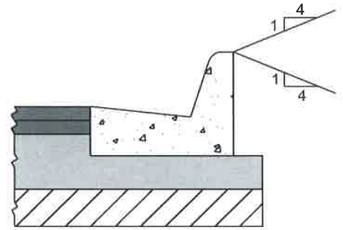


Ⓒ PROPOSED BENTON STREET
STA: 1+77.21 TO 4+07.05
STA: 5+52.21 TO 7+66.90
STA: 9+32.74 TO 11+66.90
STA: 13+12.22 TO 15+46.04
STA: 16+92.96 TO 20+02.91

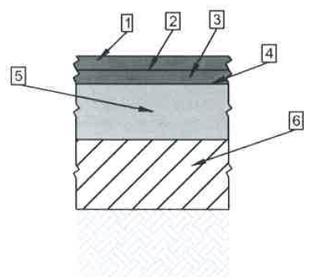
KEYED NOTES:

1) 2" TYPE C HMAC PAVEMENT
2) TACK COAT
3) 2" TYPE C HMAC PAVEMENT
4) PRIME COAT
5) 8" FLEXIBLE COMPACTED BASE (98% COMPACTED MAXIMUM DRY DENSITY)
6) 8" PROOF-ROLLED SUBGRADE
7) TYPE A STANDARD CURB AND GUTTER
8) FUTURE SIDEWALK BY OTHERS

TYPICAL DAYLIGHTING BEHIND CURB:



NOTE: FILL AND STABILIZE AREA BEHIND CURB AS NEEDED.



Ⓓ PROPOSED HALF CROWN AND SIDE STREET

STATE OF TEXAS
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JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

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Rev. No	Date	Description
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2		
1	7/13/21	REVISED CONTOURS AND ADDED GRADES.
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CHECKED: JCF
APPROVED: JCF
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HORIZ.: N/A
PROJECT NO. BP20-01
Date: JUNE 2021

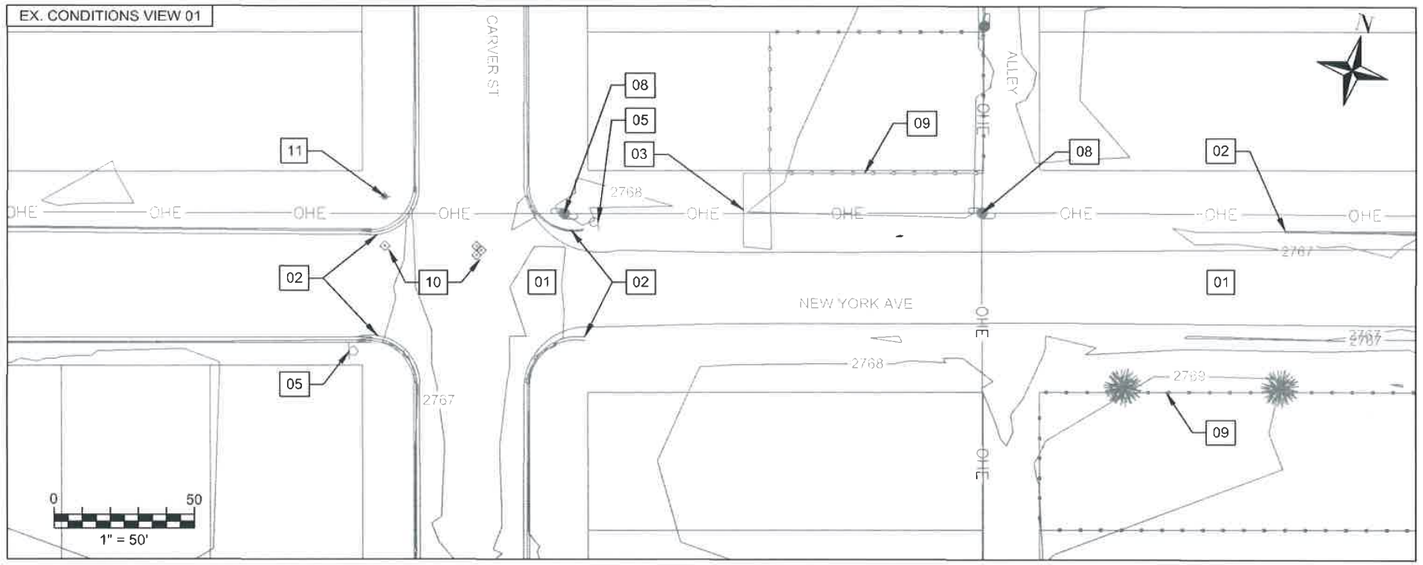
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
TYPICAL SECTION
2 OF 2

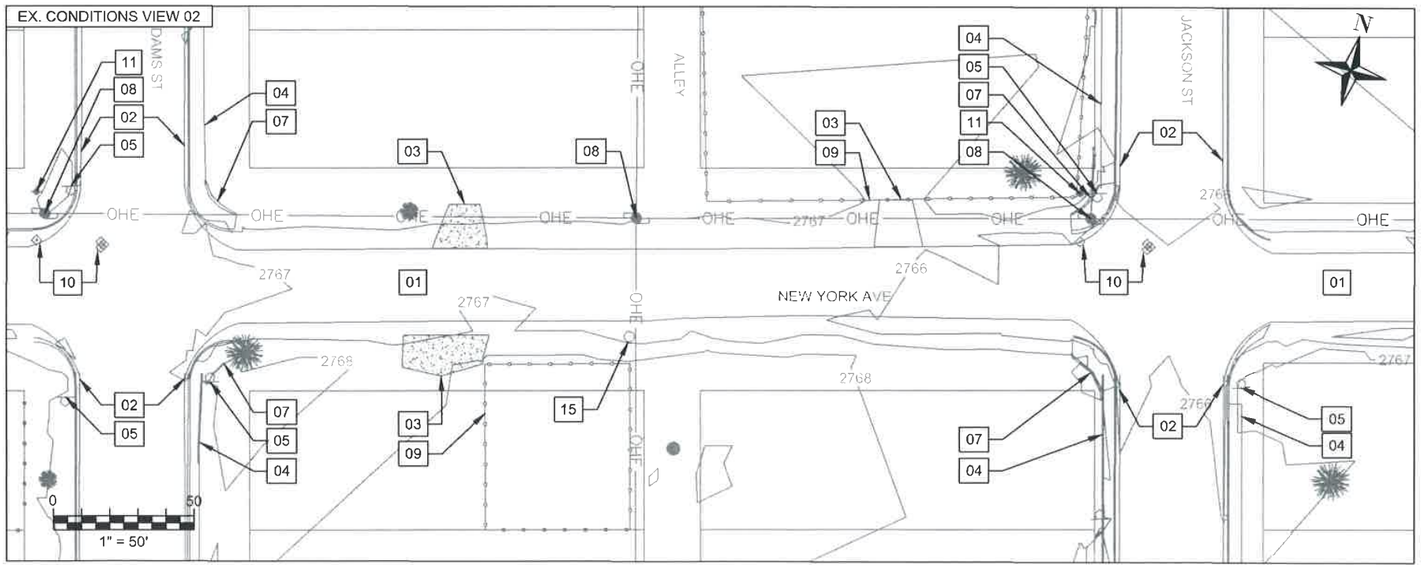
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EX. CONDITIONS VIEW 01



EX. CONDITIONS VIEW 02



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.

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11) EXISTING FIRE HYDRANT
12) EXISTING WASTEWATER MANHOLE COVER
13) EXISTING MAILBOX & CONCRETE BASE
14) EXISTING UTILITY POLE TO REMAIN
15) EXISTING AT&T MANHOLE VAULT TO REMAIN

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

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Description	Date	Rev. No.
REVISED CONTOURS AND ADDED GRADES.	7/13/21	1
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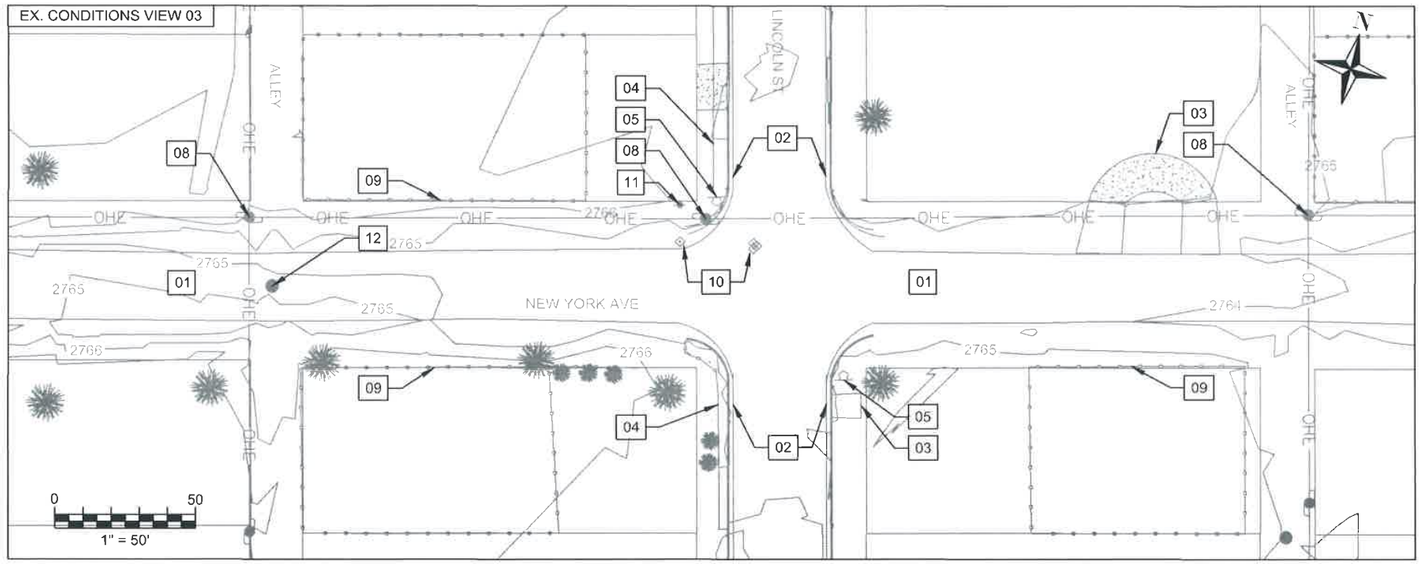
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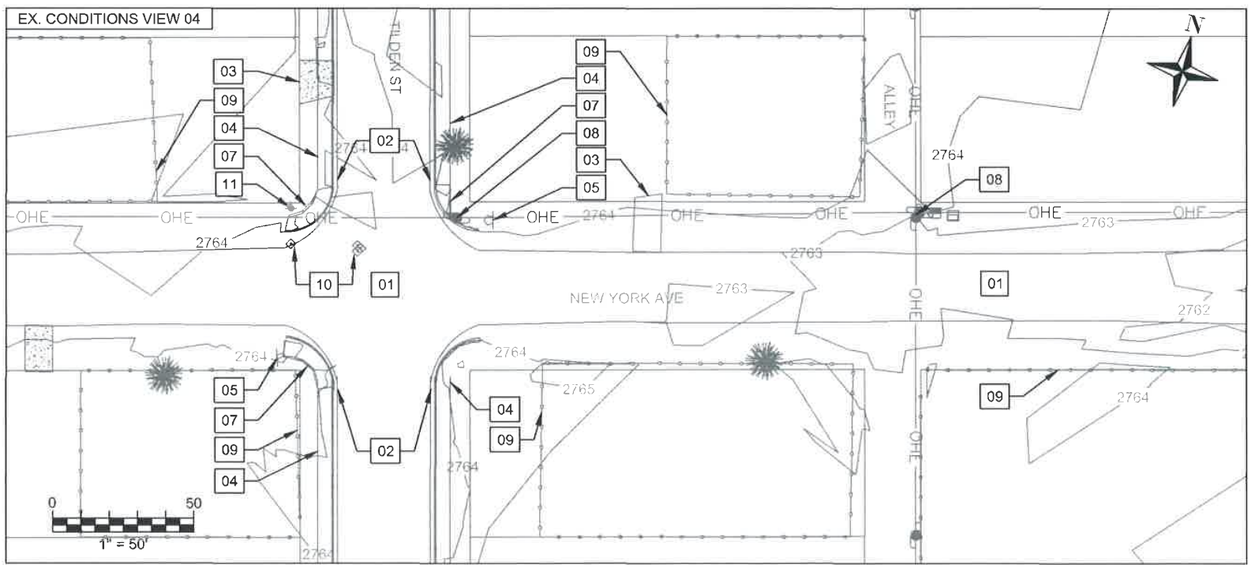
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NEW YORK AVENUE
PAVING BOND PROJECT
EXISTING CONDITIONS
1 OF 8

Scale: NTS
File : 2020\BP20-01 NEW YORK AVE

PACKET
10.312
August 10, 2021





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.

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15) EXISTING AT&T MANHOLE VAULT TO REMAIN

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

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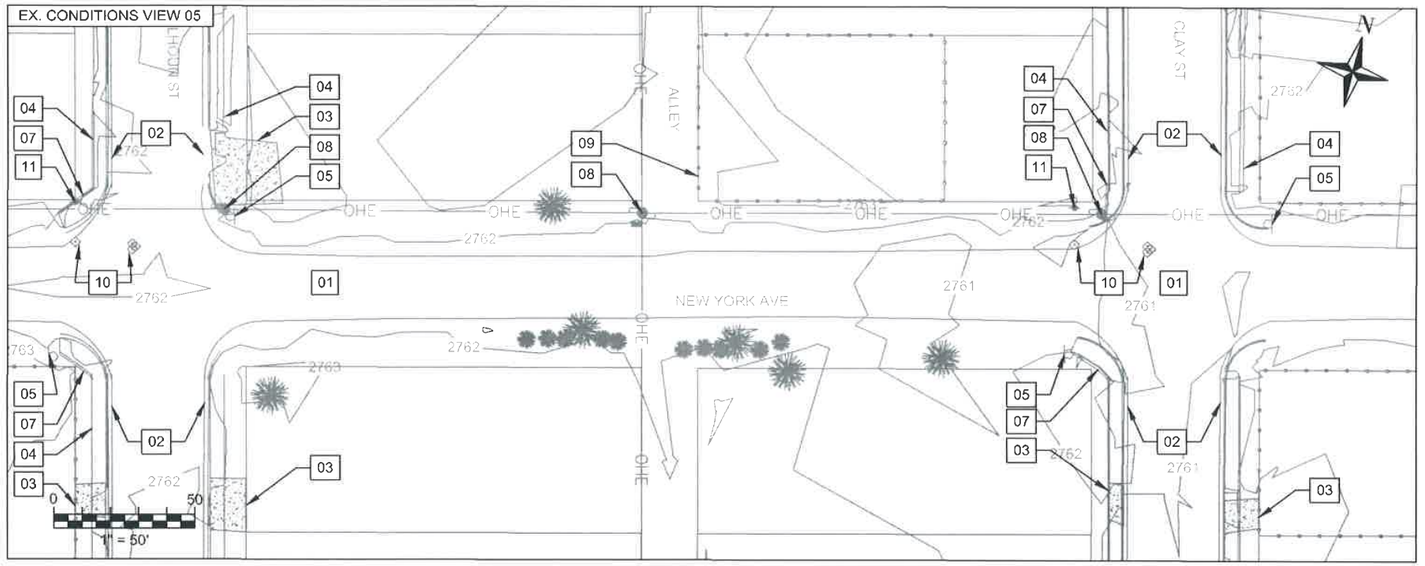
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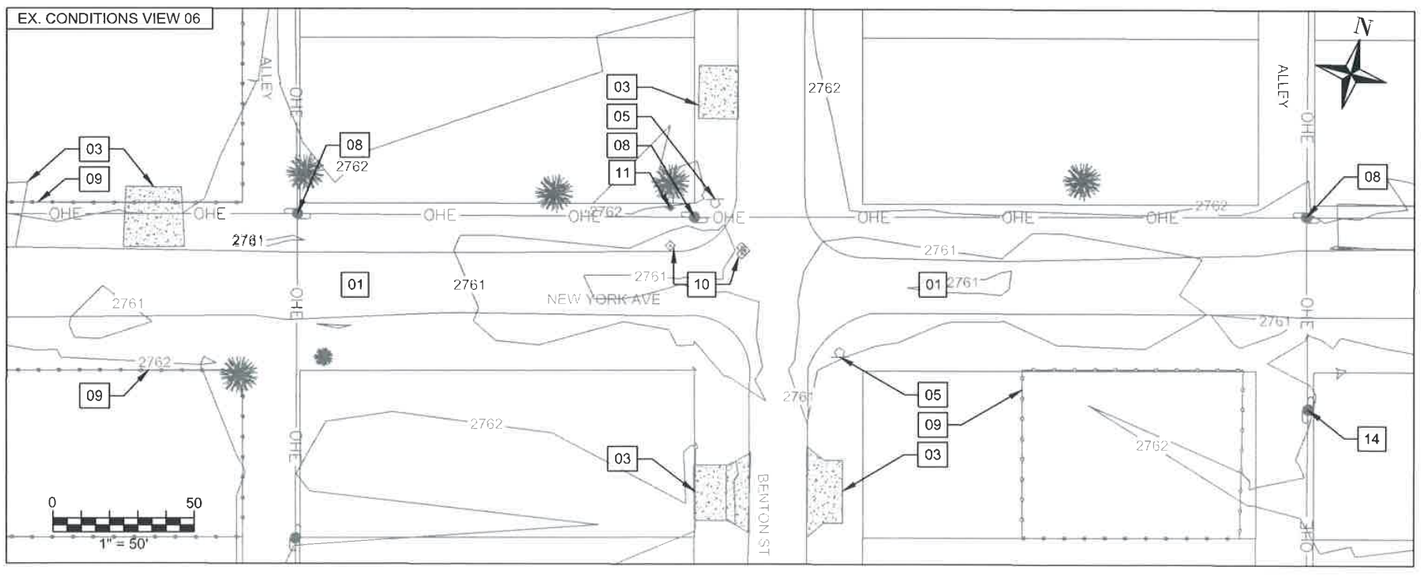
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
EXISTING CONDITIONS
2 OF 8

Scale: NTS
File : 2020\BP20-01 NEW YORK AVE

PACKET
10.313
August 10, 2021





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.

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Josh Ferguson

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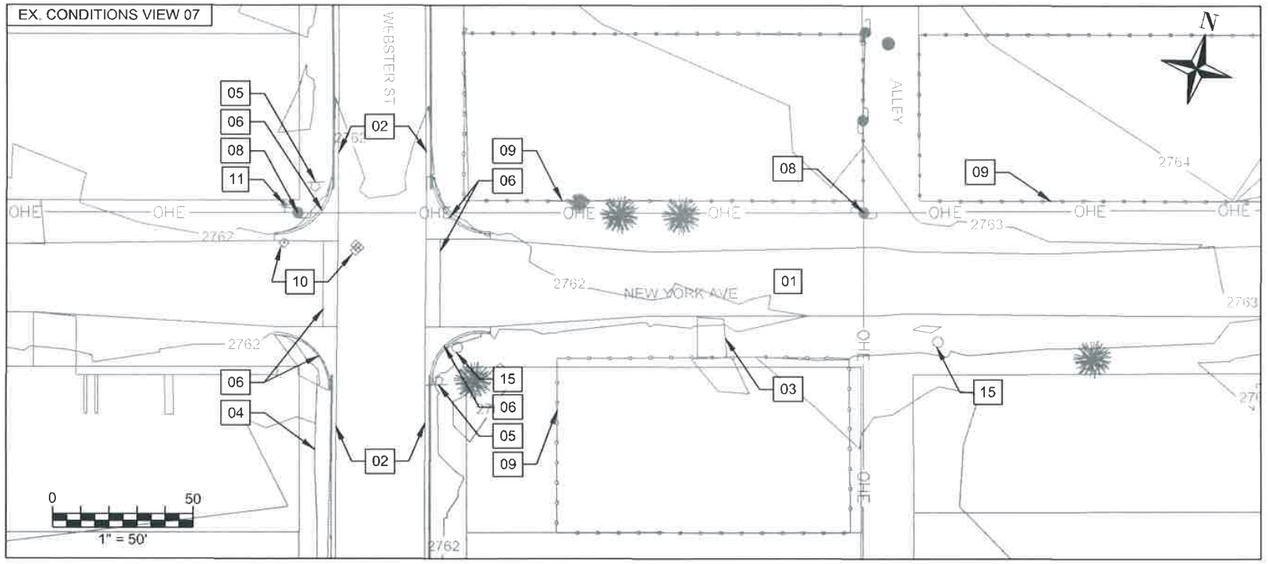
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Date: JUNE 2021

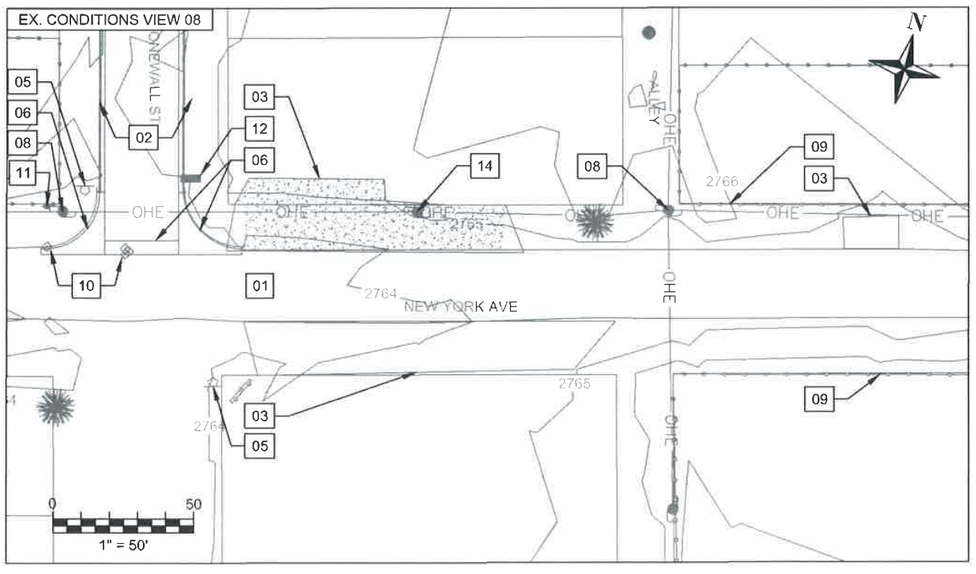
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
EXISTING CONDITIONS
3 OF 8

Scale: NTS
File: 2020\BP20-01 NEW YORK AVE

PACKET
10.314
August 10, 2021





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STATE OF TEXAS
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JOSHUA C. FERGUSON
117692
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PROFESSIONAL ENGINEER
Josh Ferguson

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Rev. No.	Date	Description
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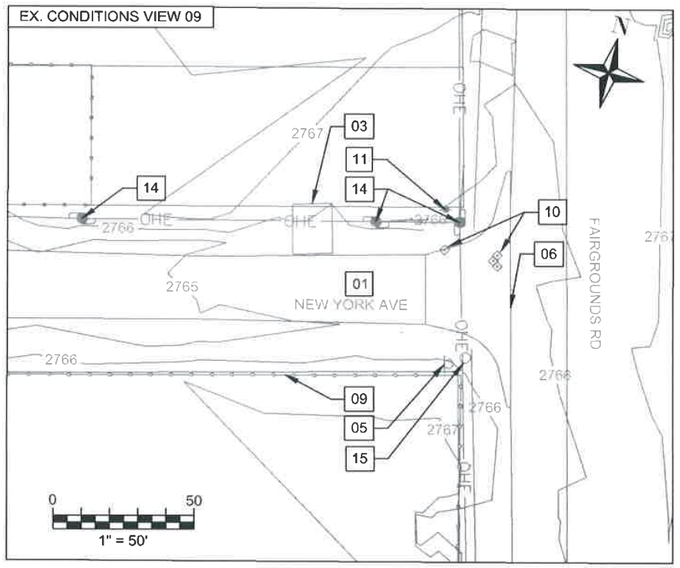
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Date: JUNE 2021

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NEW YORK AVENUE
PAVING BOND PROJECT
EXISTING CONDITIONS
4 OF 8

Scale: NTS | File: 2020BP20-01 NEW YORK AVE

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STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

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Description	Date	Rev. No.
REVISED CONTOURS AND ADDED GRADES.	7/13/21	1
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Date: JUNE 2021

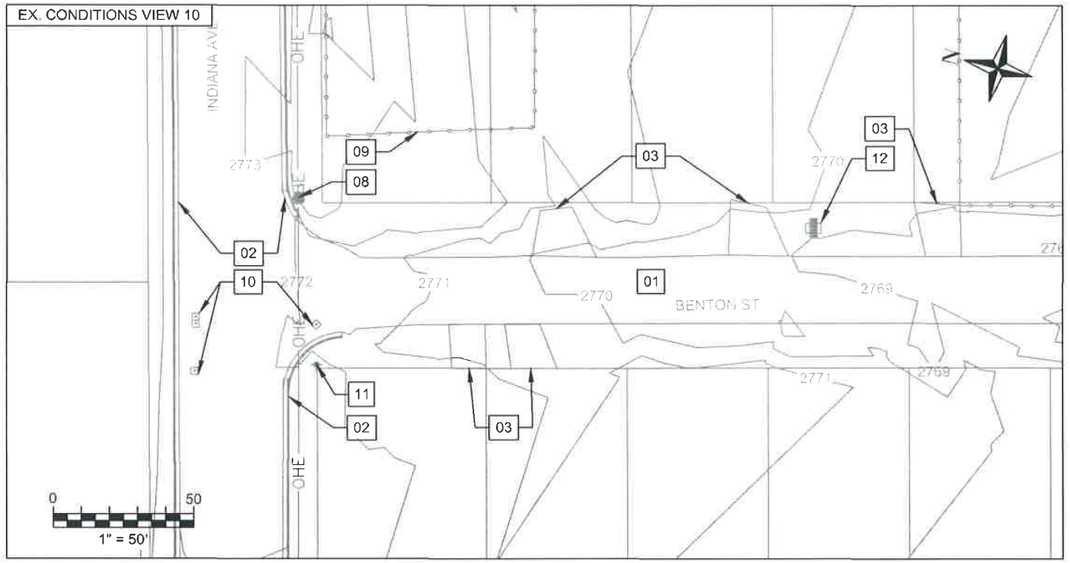
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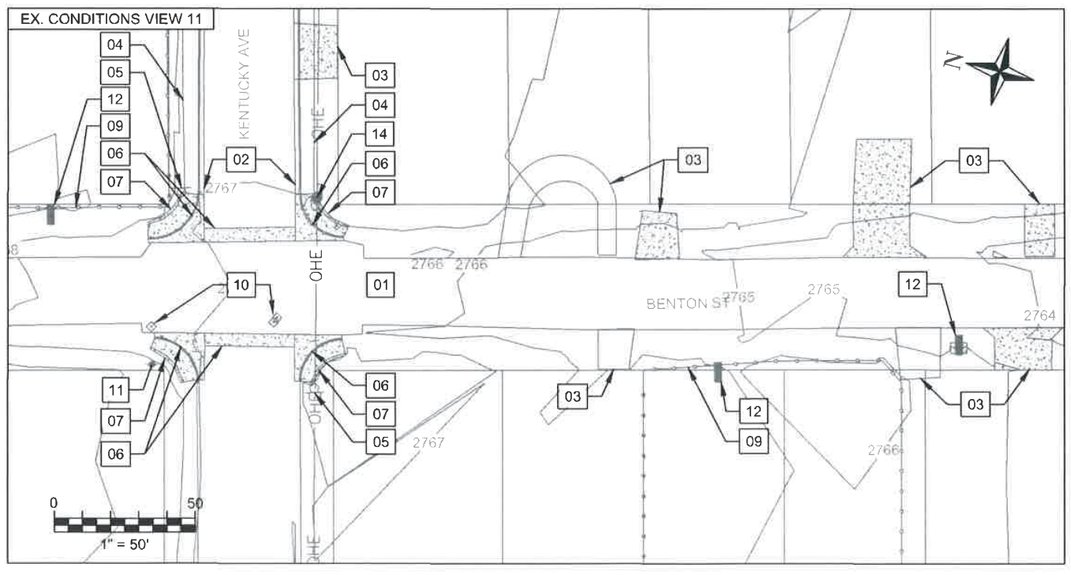
NEW YORK AVENUE
PAVING BOND PROJECT
EXISTING CONDITIONS
5 OF 8

Scale: NTS
File: 2020\BP20-01 NEW YORK AVE

16
OF 83

File: P:\Engineering Services\Engineering Projects\2019\19-04 New York Ave\03 DWG\03-3 DWG\PVNG Plans\C-203 210 EX.dwg Jul 13, 2021 - 4:38pm jallington





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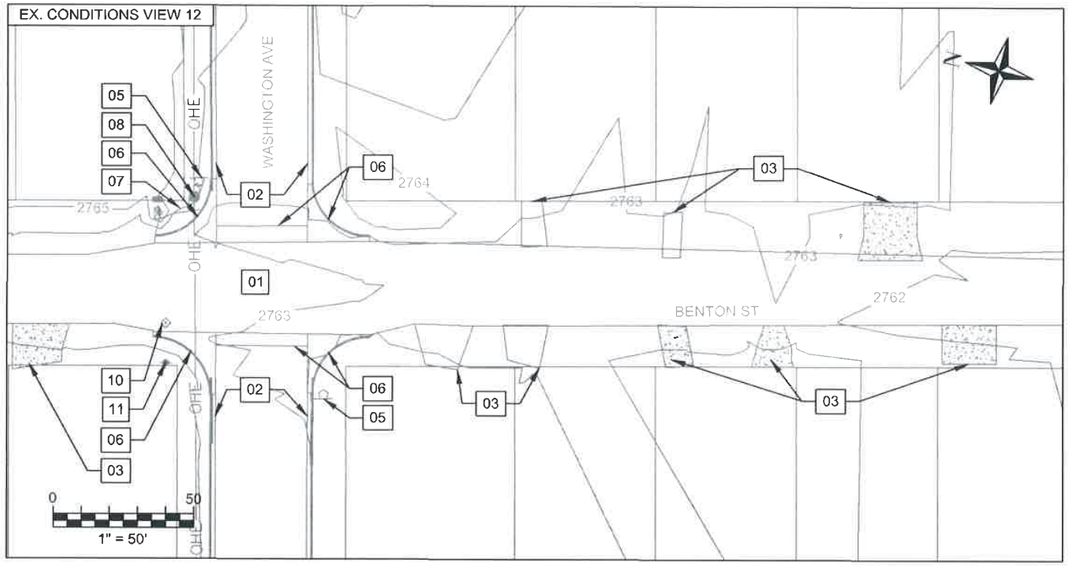
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NEW YORK AVENUE
PAVING BOND PROJECT
EXISTING CONDITIONS
6 OF 8

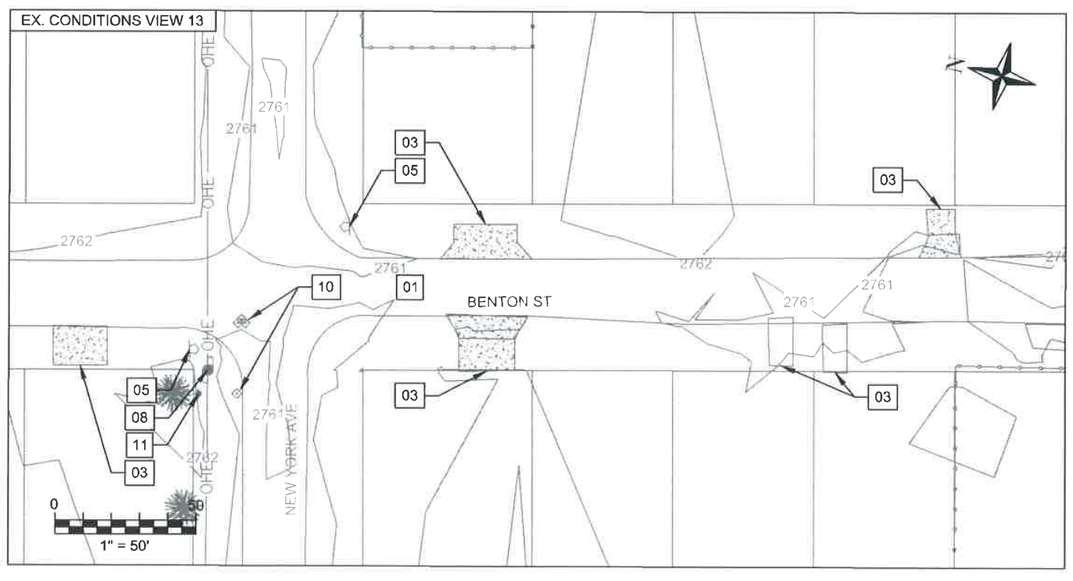
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EX. CONDITIONS VIEW 12



EX. CONDITIONS VIEW 13



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 ONSITE FIELD VISITS, CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN EXCAVATION IS TAKING PLACE NEAR THESE LINES.

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2) EXISTING CURB & GUTTER
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4) EXISTING SIDEWALK
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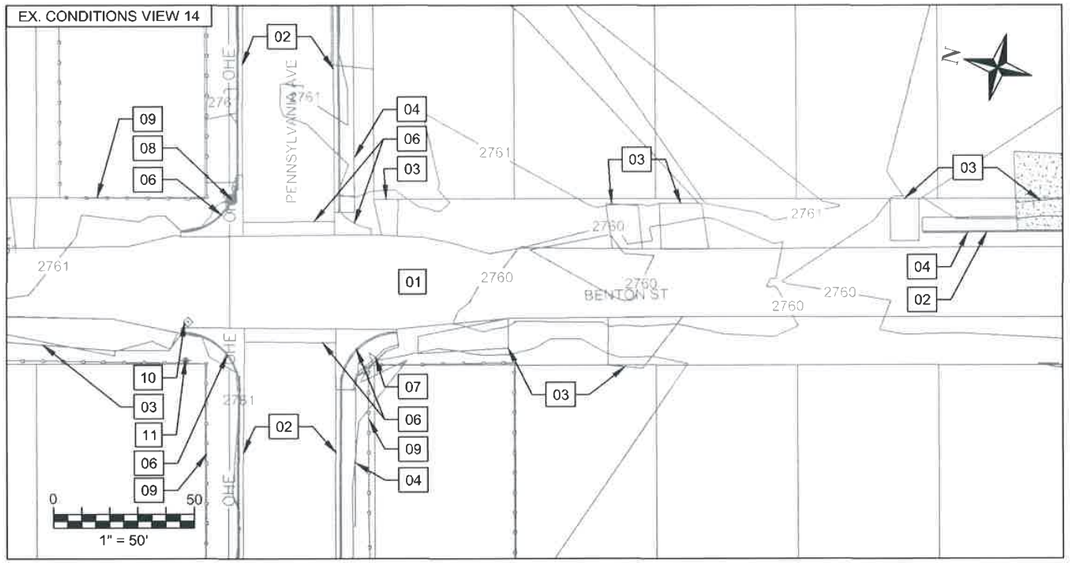
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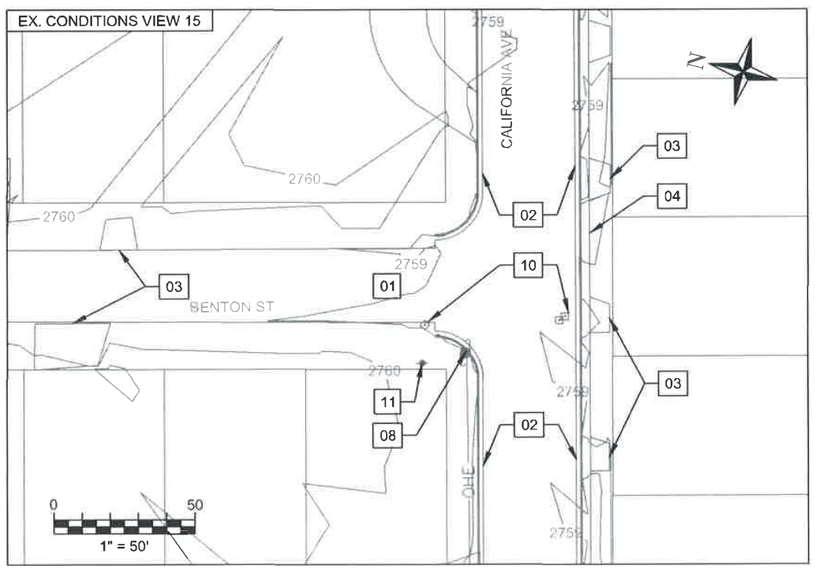
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NEW YORK AVENUE
PAVING BOND PROJECT
EXISTING CONDITIONS
7 OF 8

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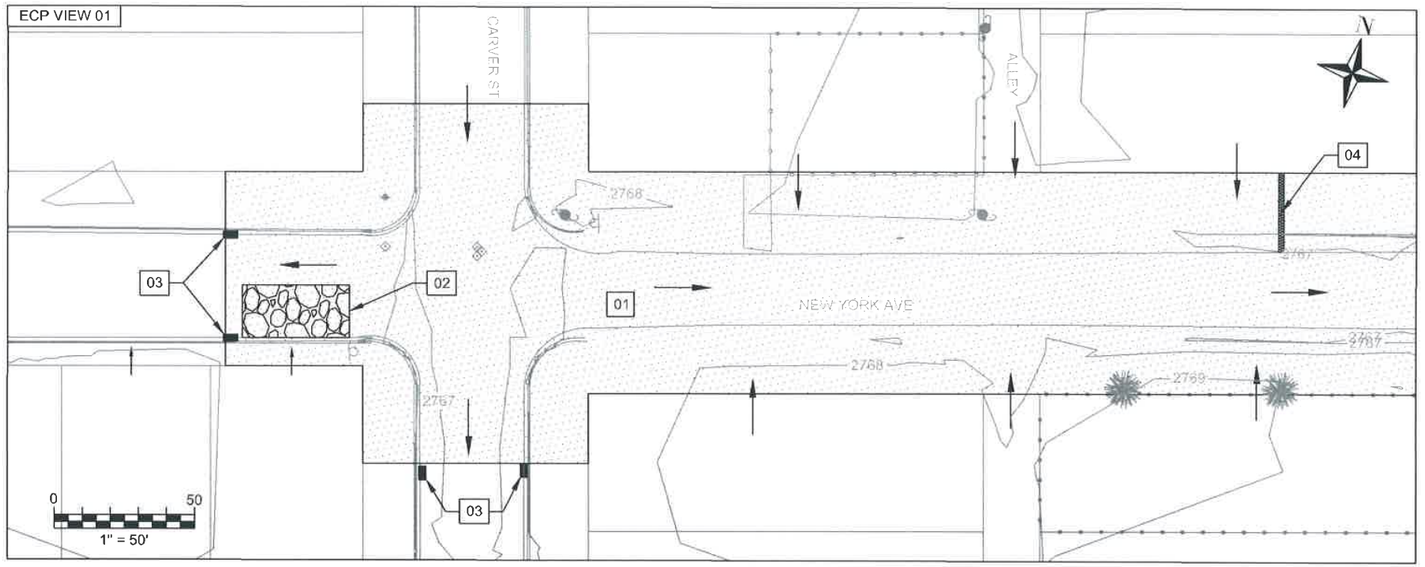
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NEW YORK AVENUE
PAVING BOND PROJECT
EXISTING CONDITIONS
8 OF 8

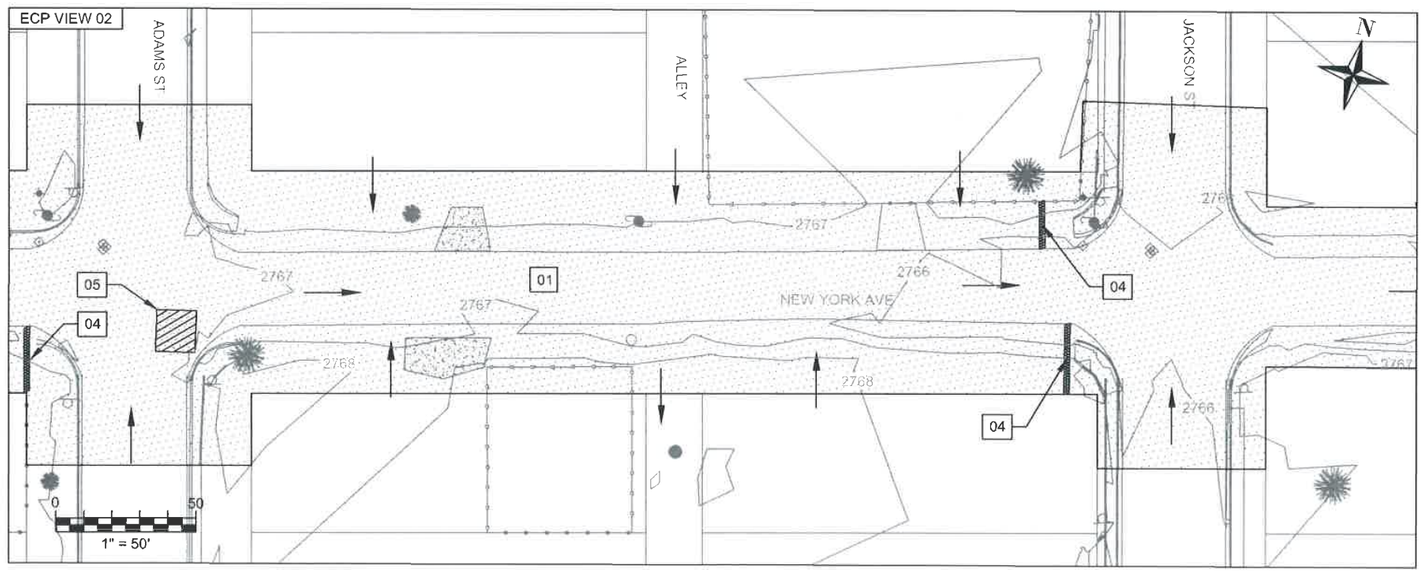
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ECP VIEW 01



ECP VIEW 02



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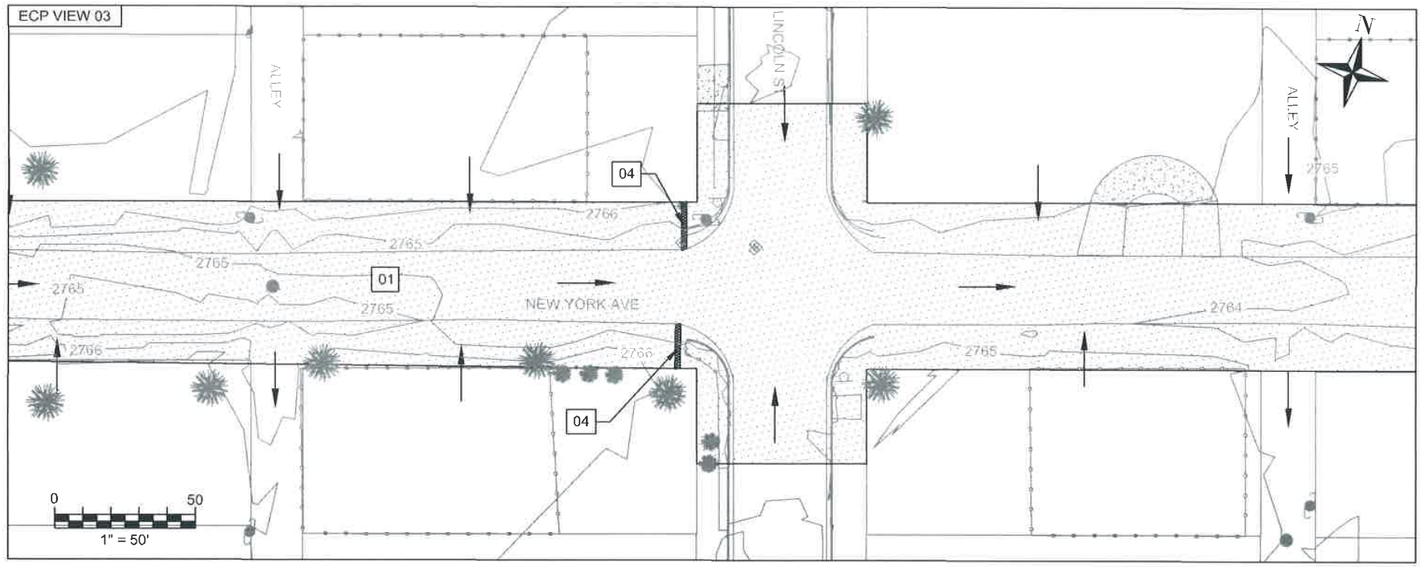
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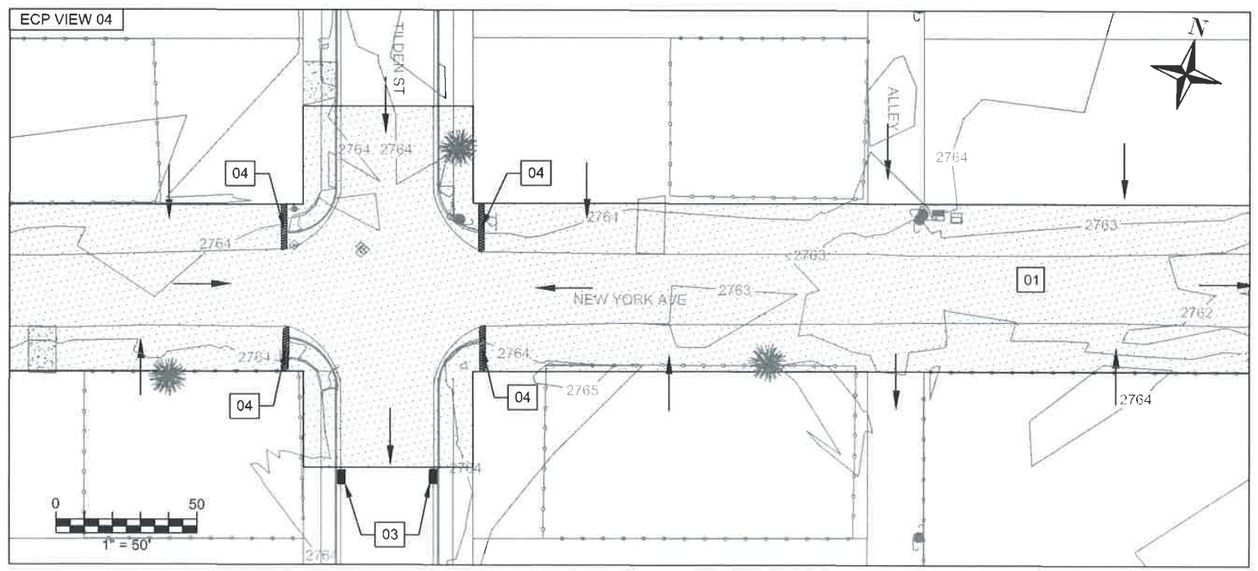
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EROSION CONTROL PLAN
1 OF 8

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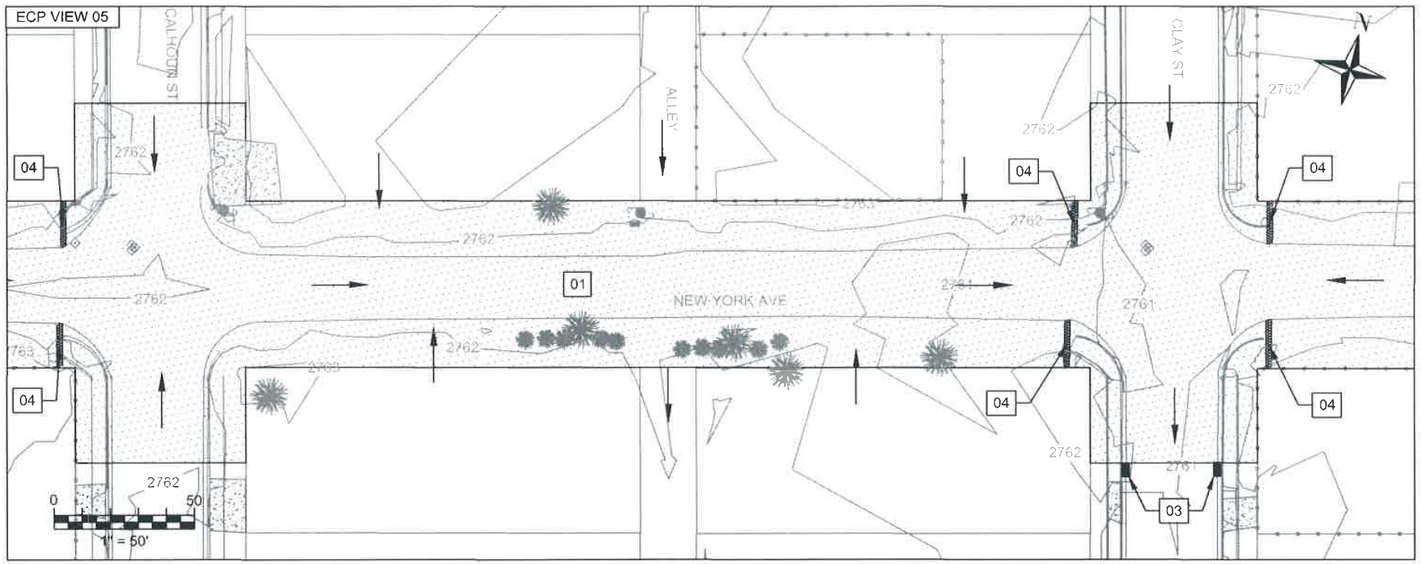
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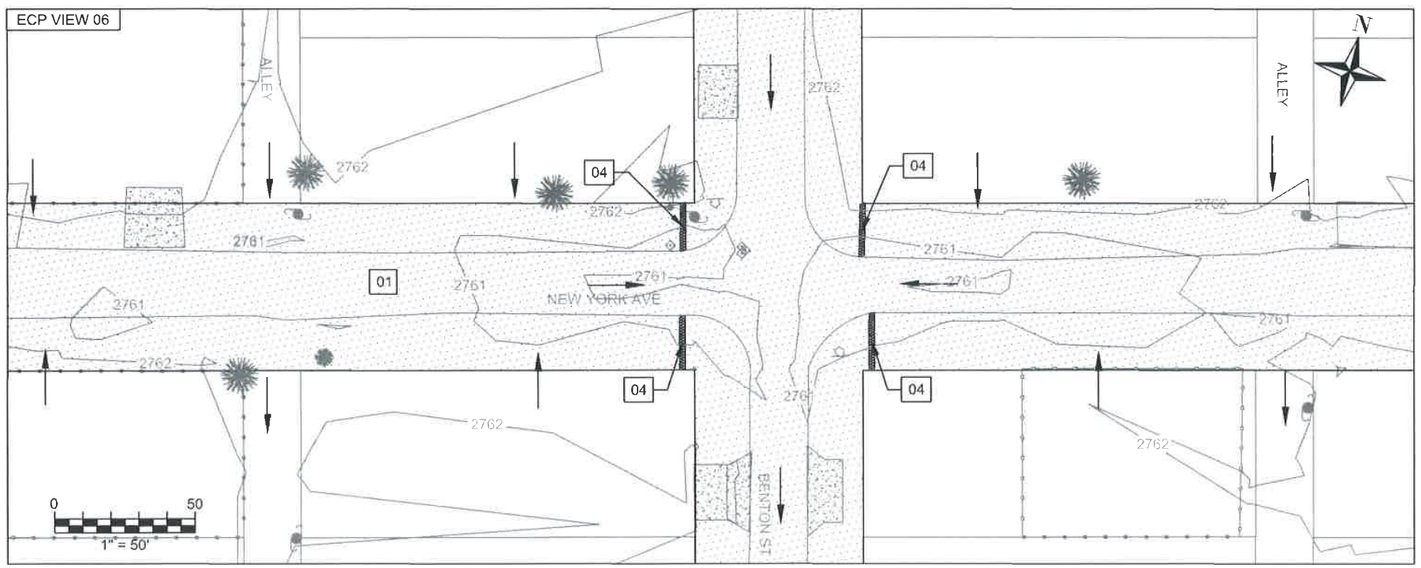
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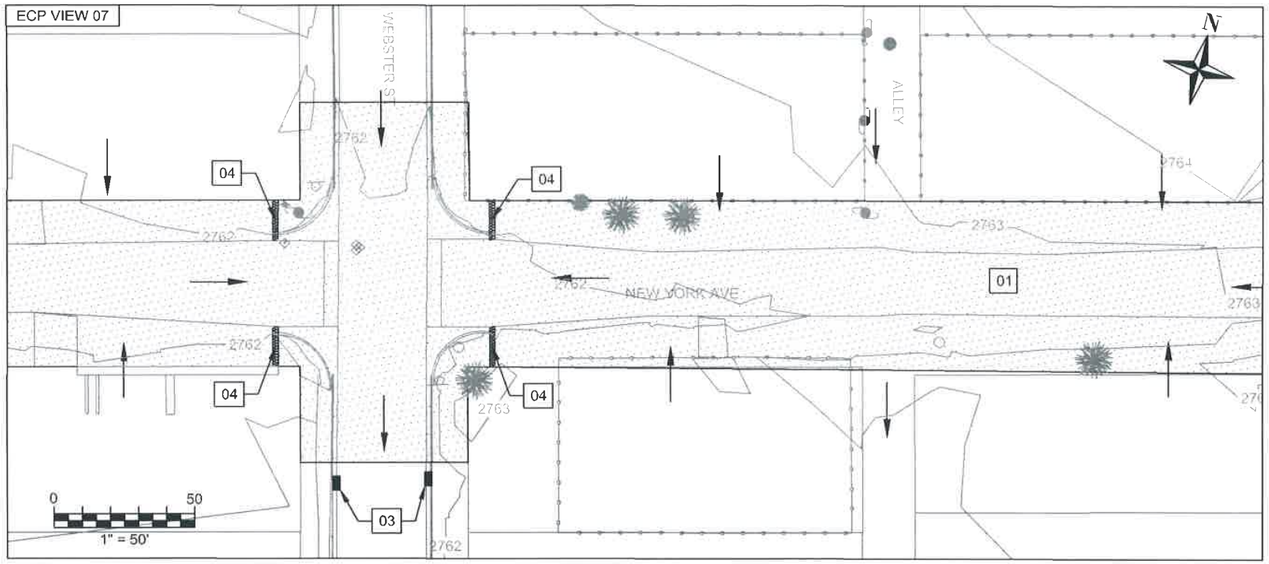
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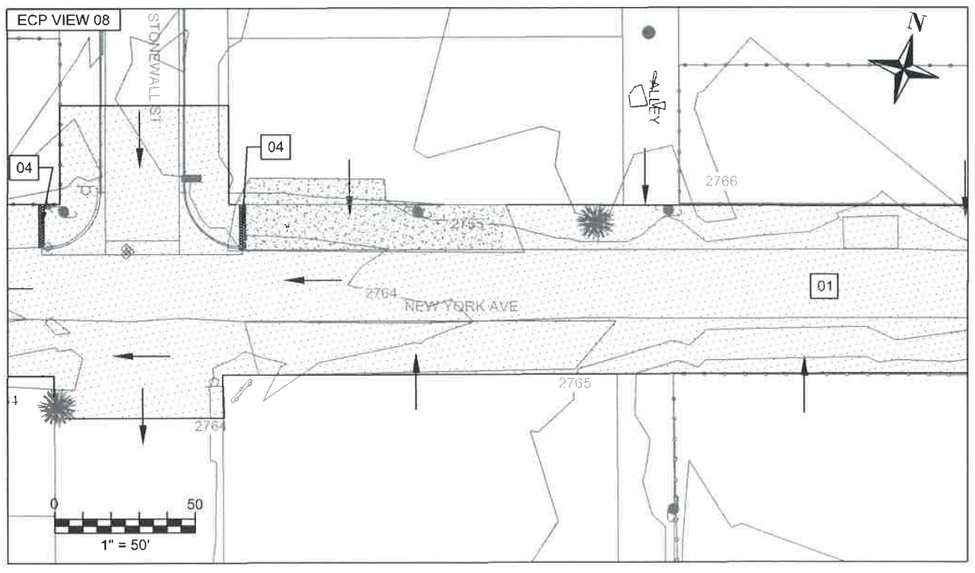
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NEW YORK AVENUE
PAVING BOND PROJECT
EROSION CONTROL PLAN
3 OF 8

File: 2020\BP20-01 NEW YORK AVE
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August 10, 2021





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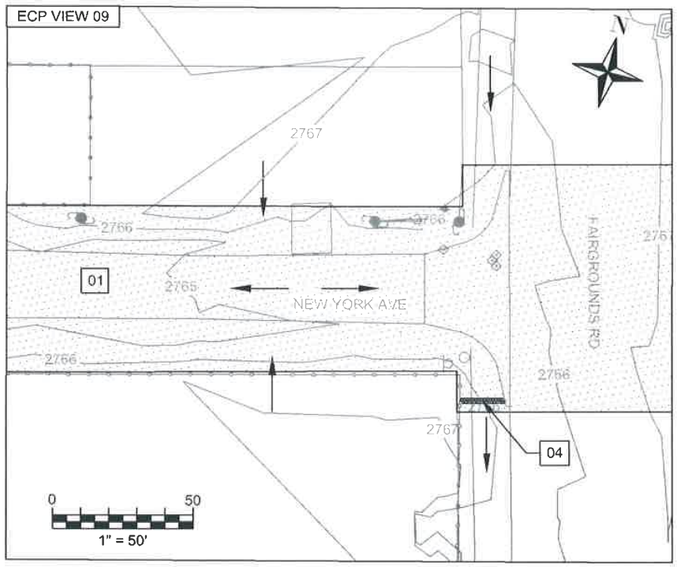
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EROSION CONTROL PLAN
4 OF 8

Scale: NTS
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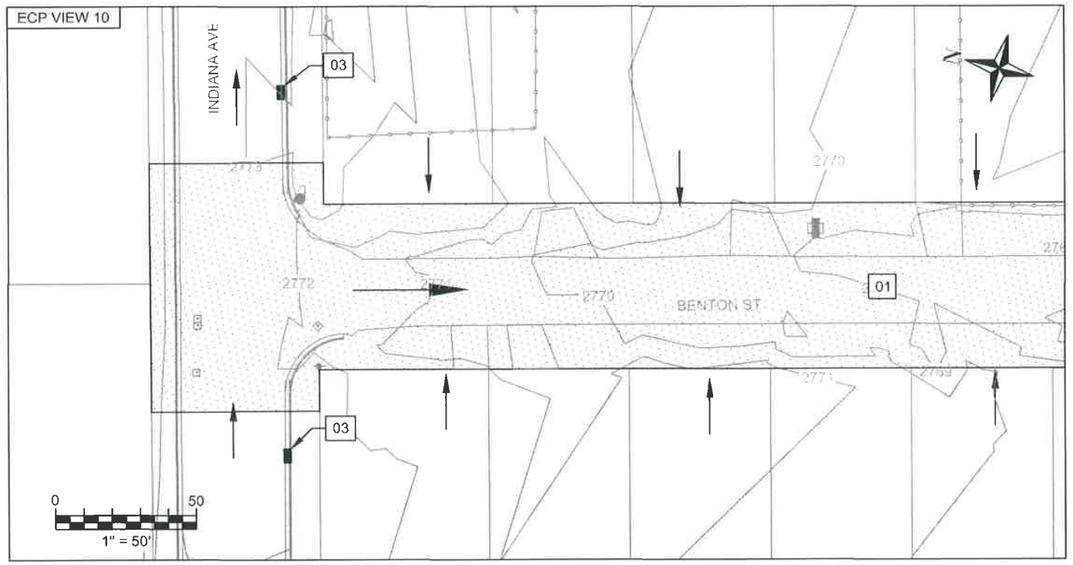
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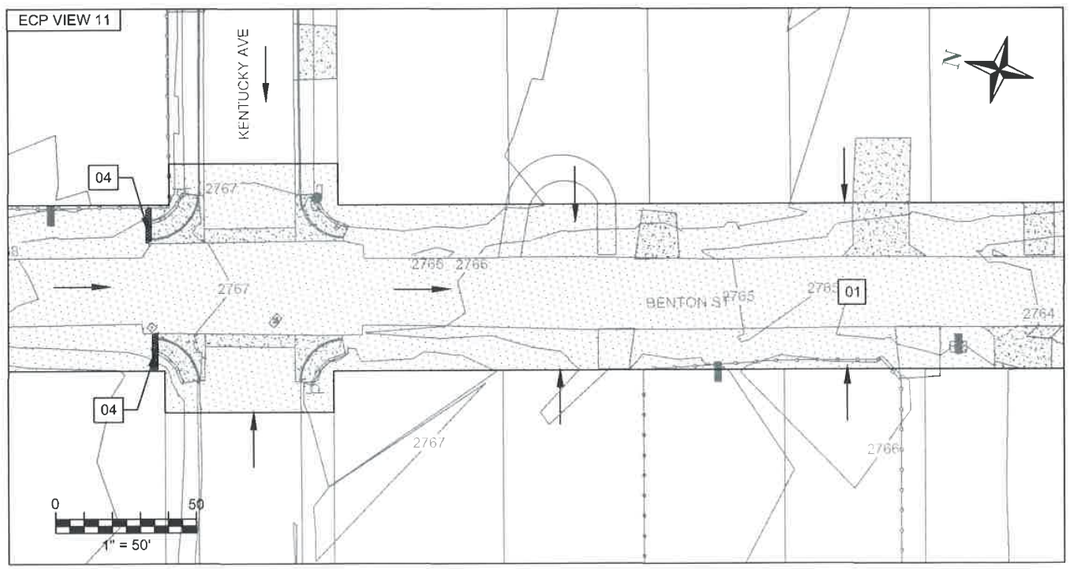
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
EROSION CONTROL PLAN
5 OF 8

Scale: NTS
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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) ANY ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE TO BE LOCATED WITHIN EXISTING NEW YORK AVENUE AND BENTON STREET RIGHT-OF-WAYS DESIGNATED AS PART OF THE WORK ZONE AREA.

D) CONTRACTOR IS TO MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE THE PROJECT SITE ARE TO BE REMOVED PROMPTLY.

E) CONCRETE TRUCKS CANNOT UNDER ANY CIRCUMSTANCE WASHOUT IN THE UTILITY TRENCHES. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM THE PROJECT SITE.

F) 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 EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.

G) GENERAL PROJECT WORK ZONE AREA SHOWN FOR REFERENCE. ACTUAL PROJECT WORK ZONE AREA LIMITS TO BE DETERMINED PRIOR TO STARTING CONSTRUCTION ACTIVITY.

KEYED NOTES:

01 PROJECT AREA

02 CONSTRUCTION ENTRANCE(S) TO BE LOCATED AT LIMITS OF PROJECT WORK ZONE ON NEW YORK AVENUE OR BENTON STREET AS NEEDED.

03 PLACE SAND BAGS IN GUTTER FLOWLINE UPSTREAM OF CURB OPENINGS AND AT THE DOWNSTREAM LIMITS OF WORK ZONE AREA.

04 PLACE ROCK FILTER DAM ACROSS TRENCH UPSTREAM OF INTERSECTION.

05 LOCATE CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS ARE TO BE REMOVED FROM SITE.

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

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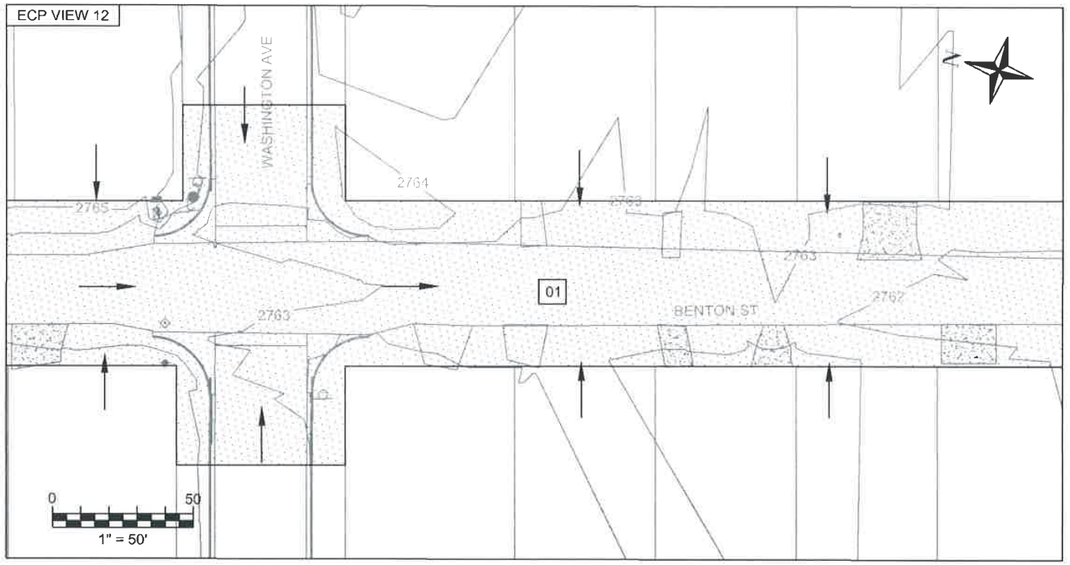
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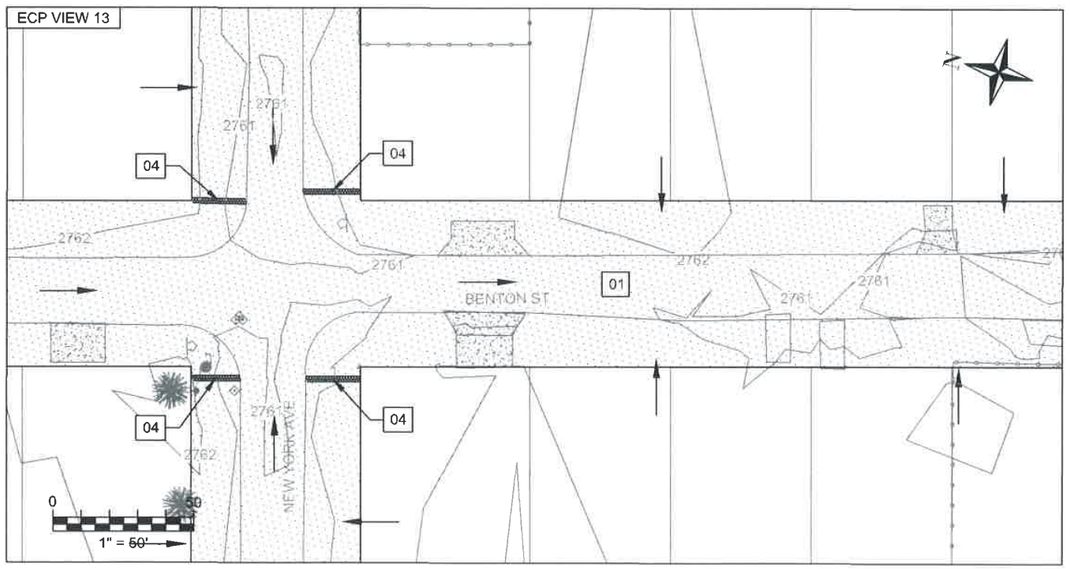
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NEW YORK AVENUE
PAVING BOND PROJECT
EROSION CONTROL PLAN
6 OF 8

Scale: NTS
File: 2020\BP20-01 NEW YORK AVE

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August 10, 2021





EROSION CONTROL NOTES:

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STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
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PROFESSIONAL ENGINEER

Josh Ferguson

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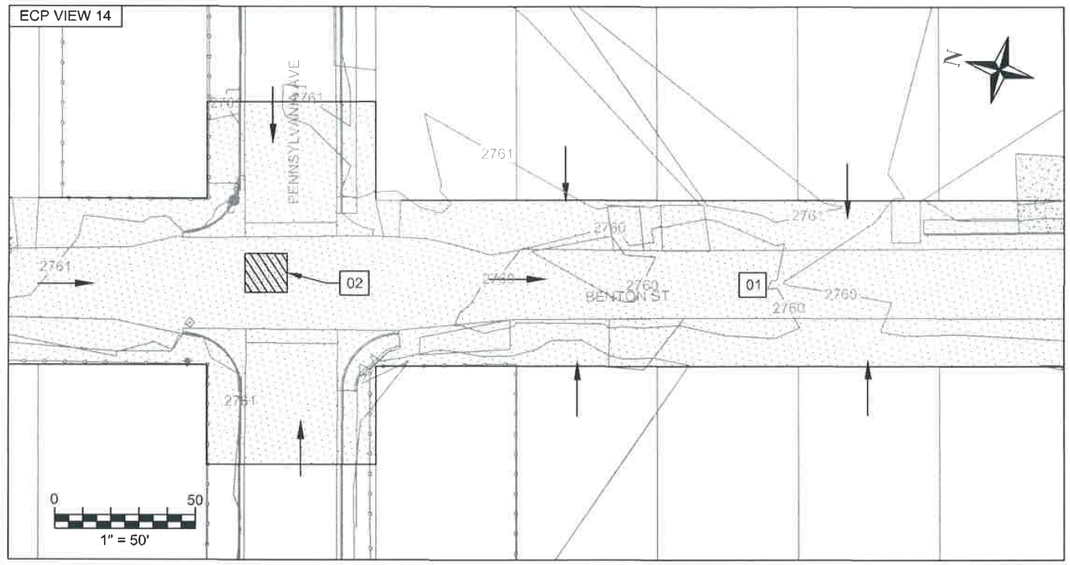
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
EROSION CONTROL PLAN
7 OF 8

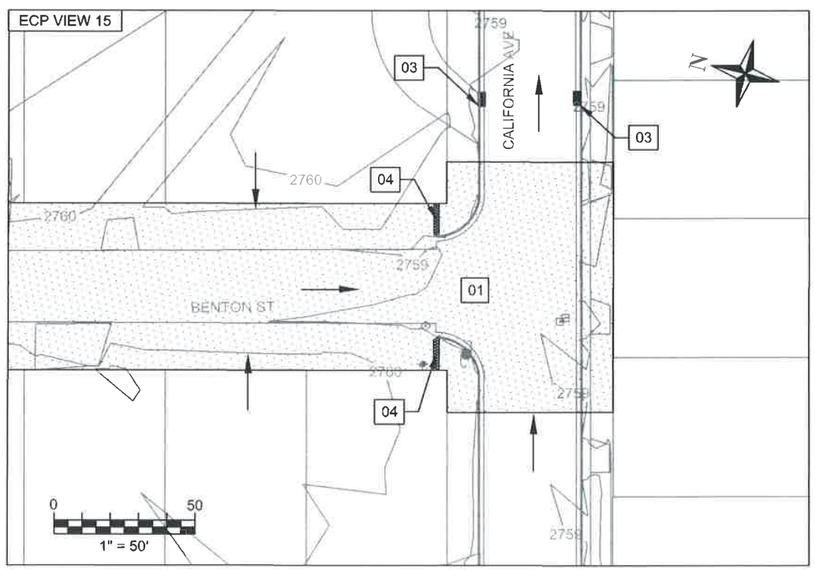
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ECP VIEW 14



ECP VIEW 15



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STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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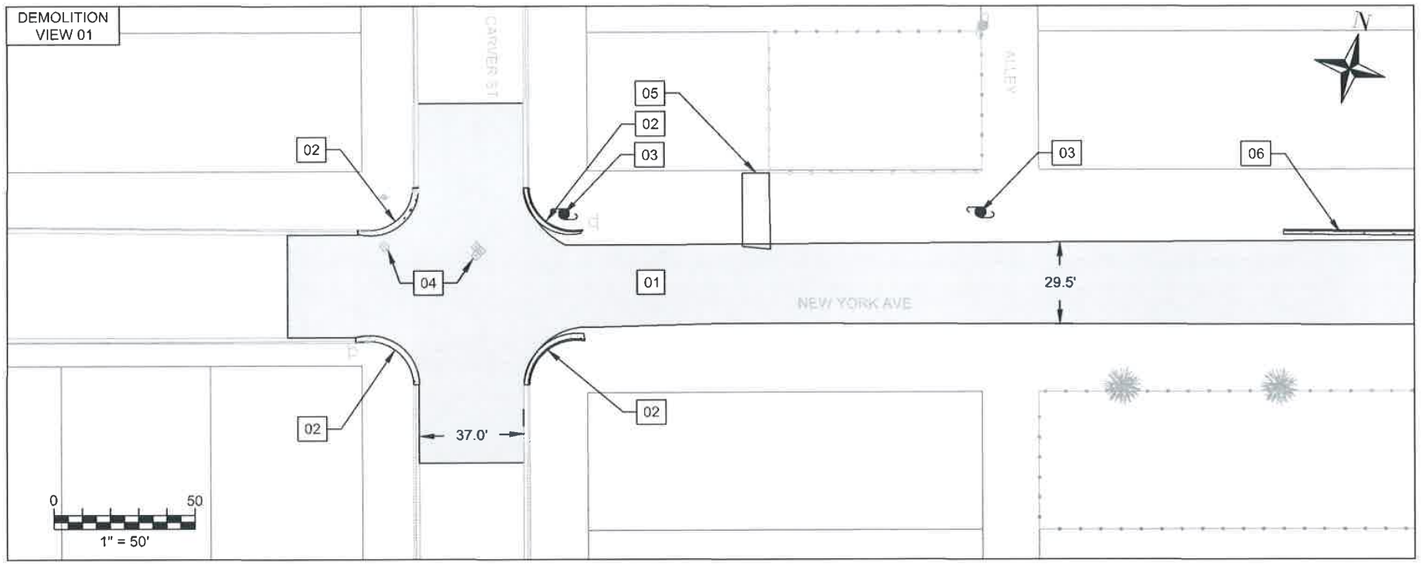
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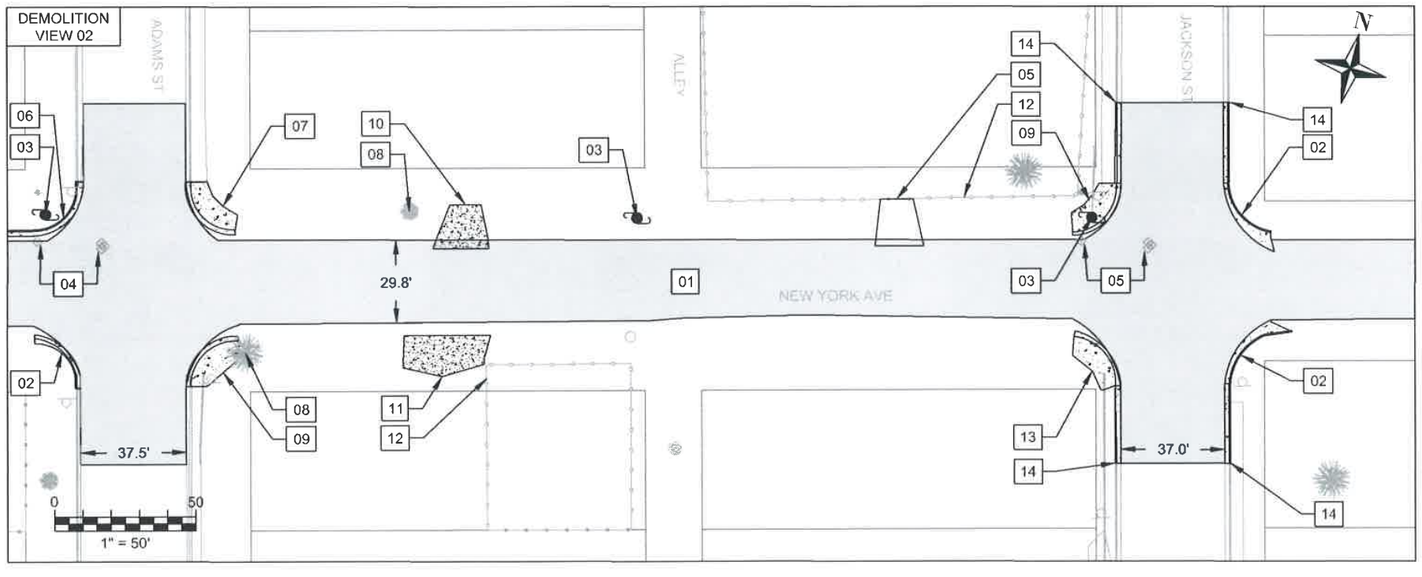
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
EROSION CONTROL PLAN
8 OF 8

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DEMOLITION KEYED NOTES:

01 REMOVE APPROXIMATELY 4175-SY EXISTING PAVEMENT.

02 REMOVE APPROXIMATELY 23.5-LF EXISTING CURB

03 EXISTING POWER POLE TO BE RELOCATED BY OTHERS.

04 EXISTING WATER VALVE CONCRETE RING TO BE REMOVED. COVER TO BE ADJUSTED TO FINISH GRADE.

05 REMOVE APPROXIMATELY 10-SY EXISTING UNPAVED DRIVEWAY MATERIAL.

06 REMOVE APPROXIMATELY 80.5-LF EXISTING CURB.

07 REMOVE APPROXIMATELY 29.4-LF EXISTING CURB. REMOVE APPROXIMATELY 19.8-SY EXISTING RAMP.

08 REMOVE EXISTING TREE OR TREES.

09 REMOVE APPROXIMATELY 29.0-LF EXISTING CURB. REMOVE APPROXIMATELY 21.6-SY EXISTING RAMP.

10 REMOVE APPROXIMATELY 27.3-SY EXISTING DRIVEWAY PAVEMENT.

11 REMOVE APPROXIMATELY 42.1-SY EXISTING DRIVEWAY PAVEMENT.

12 EXISTING FENCE TO REMAIN.

13 REMOVE APPROXIMATELY 27.1-LF EXISTING CURB. REMOVE APPROXIMATELY 20.7-SY EXISTING RAMP.

14 REMOVE APPROXIMATELY 30.0-LF EXISTING CURB.

DEMOLITION NOTES:

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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.

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

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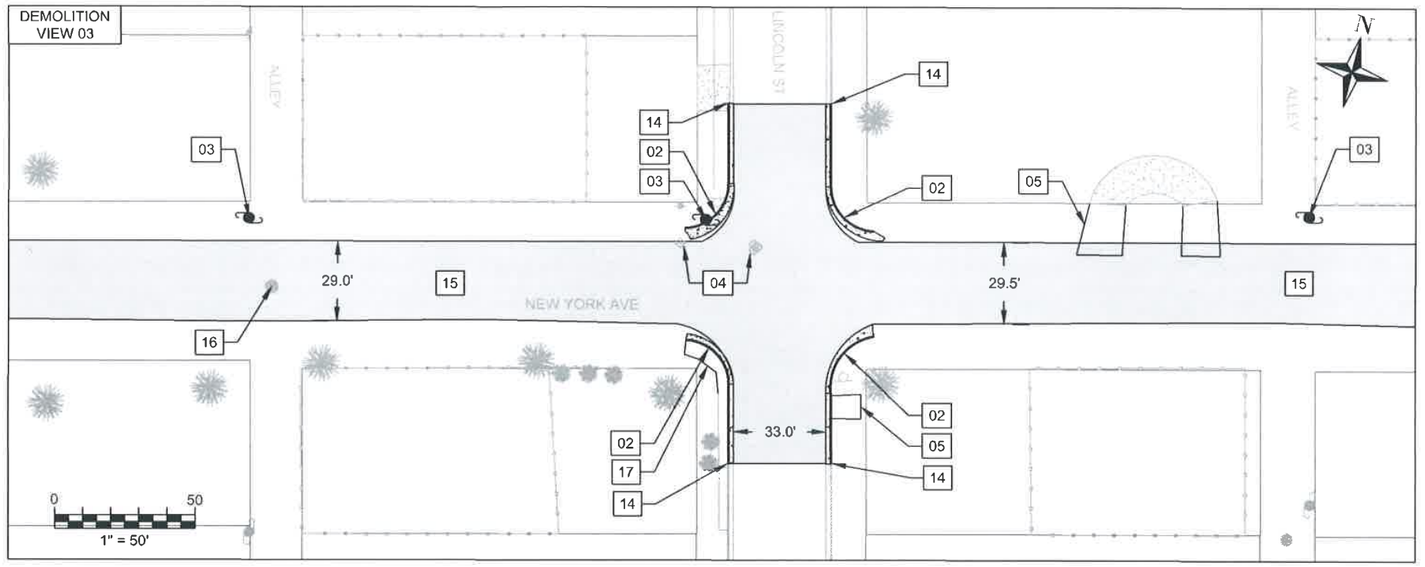
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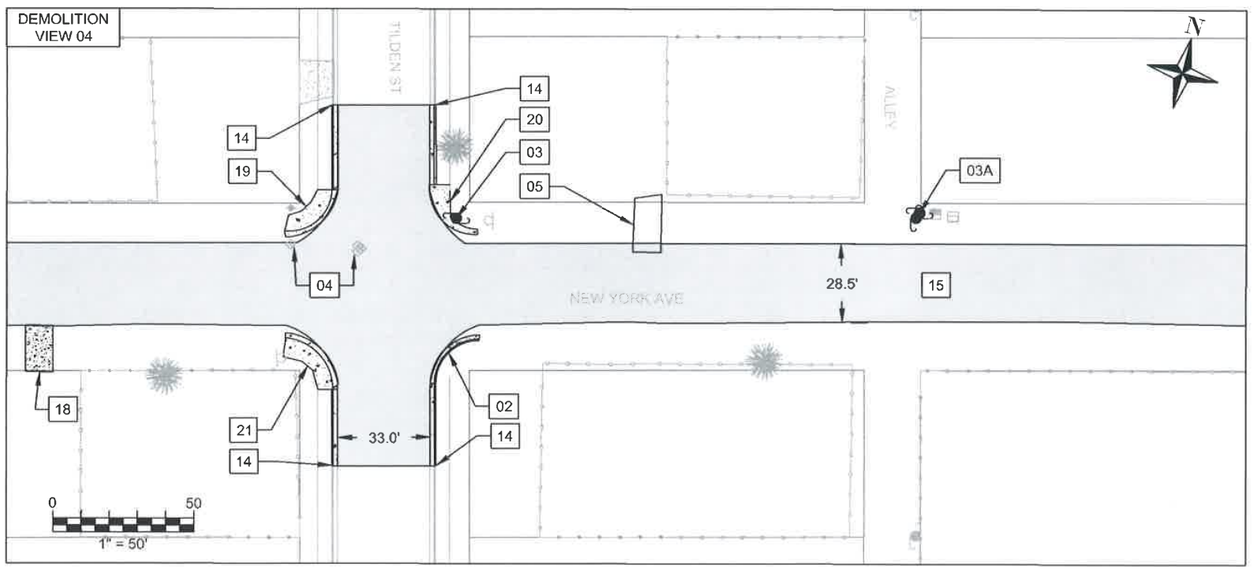
NEW YORK AVENUE
PAVING BOND PROJECT
DEMOLITION PLAN
1 OF 8

Scale: NTS
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DEMOLITION KEYED NOTES:

02 REMOVE APPROXIMATELY 23.5-LF EXISTING CURB

03 EXISTING POWER POLE TO BE RELOCATED BY OTHERS.

03A 2 - EXISTING POWER POLE TO BE RELOCATED BY OTHERS.

04 EXISTING WATER VALVE CONCRETE RING TO BE REMOVED. COVER TO BE ADJUSTED TO FINISH GRADE.

05 REMOVE APPROXIMATELY 10-SY EXISTING UNPAVED DRIVEWAY MATERIAL.

08 REMOVE EXISTING TREE OR TREES.

12 EXISTING FENCE TO REMAIN.

14 REMOVE APPROXIMATELY 30.0-LF EXISTING CURB.

15 REMOVE APPROXIMATELY 3820-SY EXISTING PAVEMENT.

16 EXISTING WASTEWATER MANHOLE CONCRETE RING TO BE REMOVE. COVER TO BE ADJUSTED TO FINISHED GRADE.

17 REMOVE APPROXIMATELY 18.0-LF EXISTING FENCE.

18 REMOVE APPROXIMATELY 17.3-SY EXISTING DRIVEWAY PAVEMENT.

19 REMOVE APPROXIMATELY 27.5-LF EXISTING CURB. REMOVE APPROXIMATELY 17.4-SY EXISTING RAMP.

20 REMOVE APPROXIMATELY 28.5-LF EXISTING CURB. REMOVE APPROXIMATELY 11.5-SY EXISTING RAMP.

21 REMOVE APPROXIMATELY 30.5-LF EXISTING CURB. REMOVE APPROXIMATELY 20.8-SY EXISTING RAMP.

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STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

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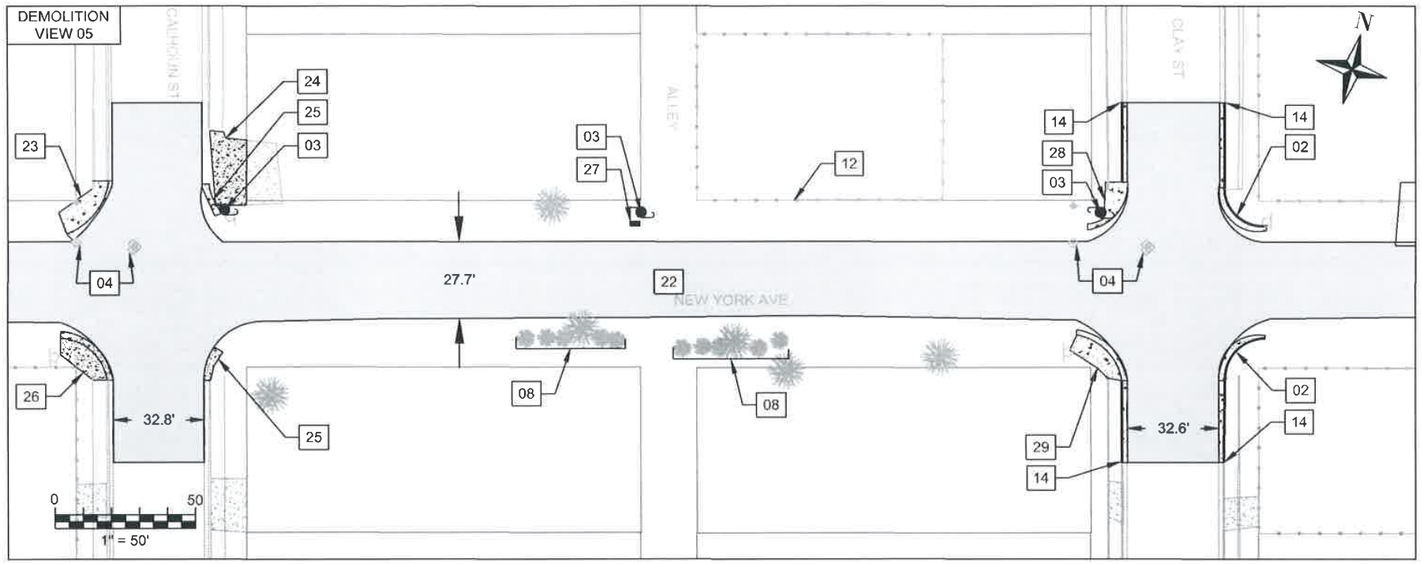
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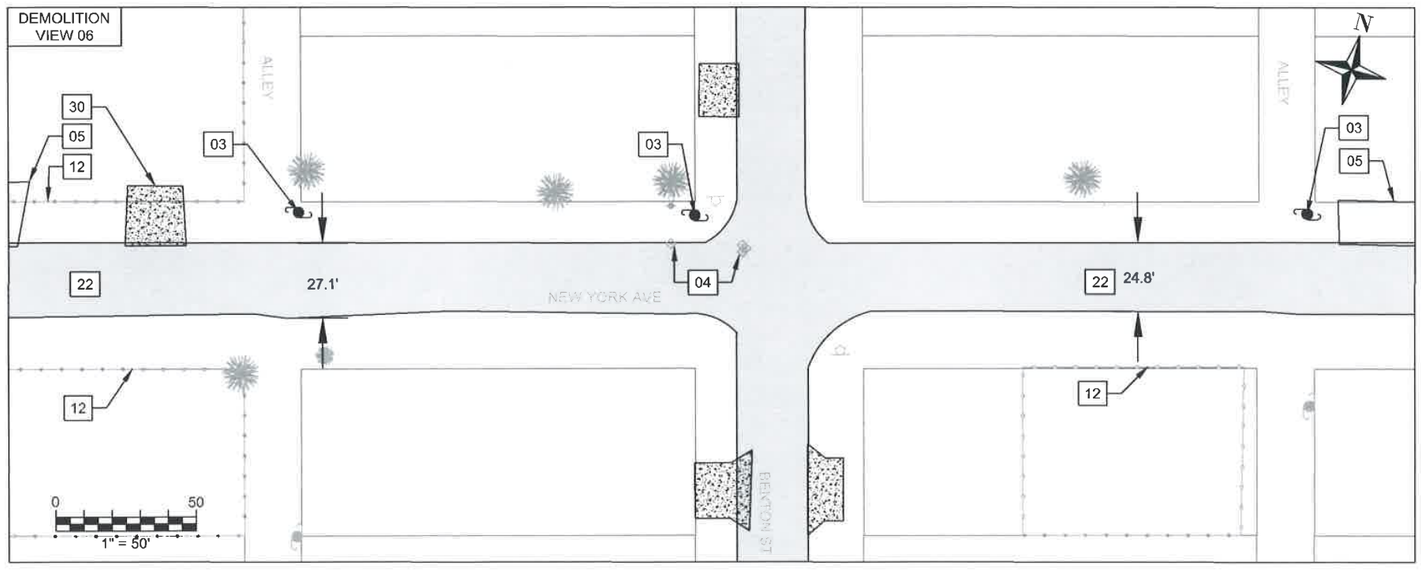
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NEW YORK AVENUE
PAVING BOND PROJECT
DEMOLITION PLAN
2 OF 8

Scale: NTS
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OF 83





DEMOLITION KEYED NOTES:

02 REMOVE APPROXIMATELY 23.5-LF EXISTING CURB

03 EXISTING POWER POLE TO BE RELOCATED BY OTHERS.

04 EXISTING WATER VALVE CONCRETE RING TO BE REMOVED. COVER TO BE ADJUSTED TO FINISH GRADE.

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08 REMOVE EXISTING TREE OR TREES.

12 EXISTING FENCE TO REMAIN.

14 REMOVE APPROXIMATELY 30.0-LF EXISTING CURB.

21 REMOVE APPROXIMATELY 3750-SY EXISTING PAVEMENT.

23 REMOVE APPROXIMATELY 26.0-LF EXISTING CURB. REMOVE APPROXIMATELY 21.0-SY EXISTING RAMP.

24 REMOVE APPROXIMATELY 33.0-SY EXISTING DRIVEWAY PAVEMENT.

25 REMOVE APPROXIMATELY 12.5-LF EXISTING CURB

26 REMOVE APPROXIMATELY 28.0-LF EXISTING CURB. REMOVE APPROXIMATELY 20.6-SY EXISTING RAMP.

27 EXISTING ELECTRIC BOX TO BE RELOCATED BY OTHERS.

28 REMOVE APPROXIMATELY 24.1-LF EXISTING CURB. REMOVE APPROXIMATELY 11.0-SY EXISTING RAMP.

29 REMOVE APPROXIMATELY 27.5-LF EXISTING CURB. REMOVE APPROXIMATELY 20.2-SY EXISTING RAMP.

30 REMOVE APPROXIMATELY 49.7-SY EXISTING DRIVEWAY PAVEMENT.

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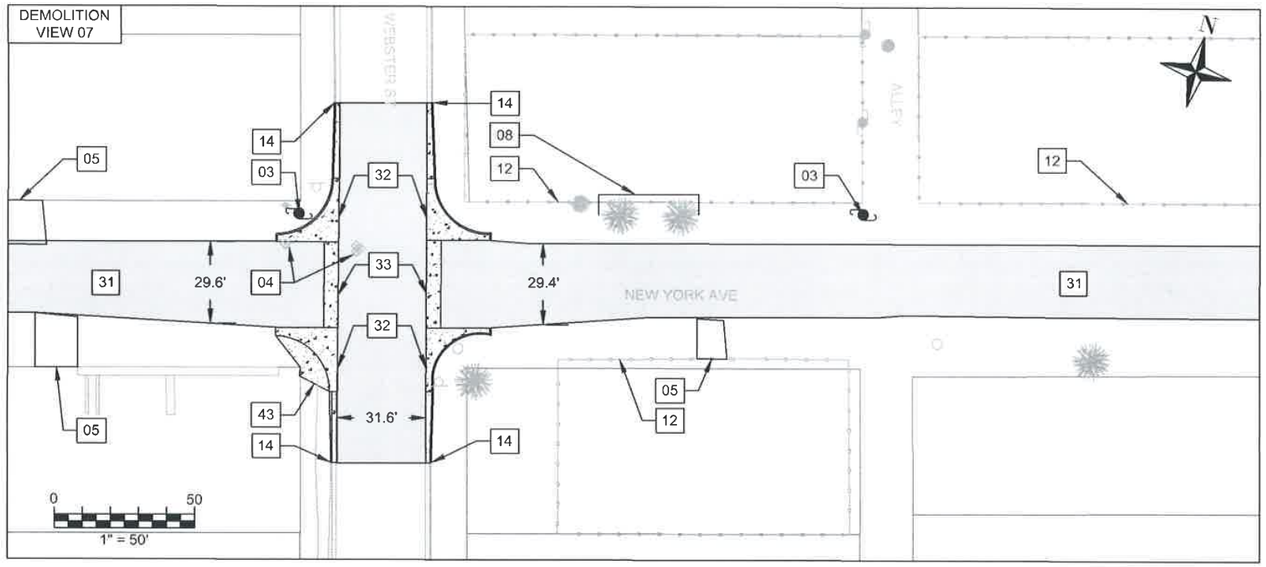
NEW YORK AVENUE
PAVING BOND PROJECT
DEMOLITION PLAN
3 OF 8

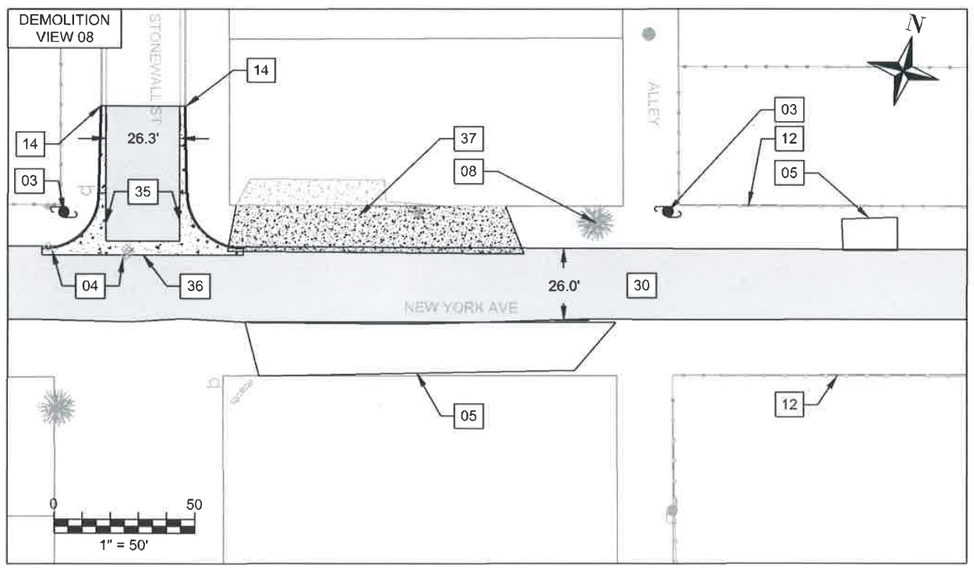
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OF 83

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10.330
August 10, 2021





DEMOLITION KEYED NOTES:

03 EXISTING POWER POLE TO BE RELOCATED BY OTHERS.

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08 REMOVE EXISTING TREE OR TREES.

12 EXISTING FENCE TO REMAIN.

14 REMOVE APPROXIMATELY 30.0-LF EXISTING CURB.

31 REMOVE APPROXIMATELY 2855-SY EXISTING PAVEMENT.

32 REMOVE APPROXIMATELY 30.8-LF EXISTING CURB. REMOVE APPROXIMATELY 22.6-SY EXISTING FILLET.

33 REMOVE APPROXIMATELY 12.2-SY EXISTING VALLEY GUTTER.

34 REMOVE APPROXIMATELY 26.0-LF EXISTING CURB. REMOVE APPROXIMATELY 21.0-SY EXISTING RAMP.

35 REMOVE APPROXIMATELY 31.6-LF EXISTING CURB. REMOVE APPROXIMATELY 21.6-SY EXISTING FILLET.

36 REMOVE APPROXIMATELY 15.8-SY EXISTING VALLEY GUTTER.

37 REMOVE APPROXIMATELY 138.0-SY EXISTING DRIVEWAY PAVEMENT.

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.

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F) IF TRAFFIC SIGNS ARE IN CONFLICT NOTIFY CITY TRAFFIC ENGINEER TO COORDINATE REMOVAL OR RELOCATION BY CITY.

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

811 Know what's below. Call before you dig.

Rev No	Date	Description
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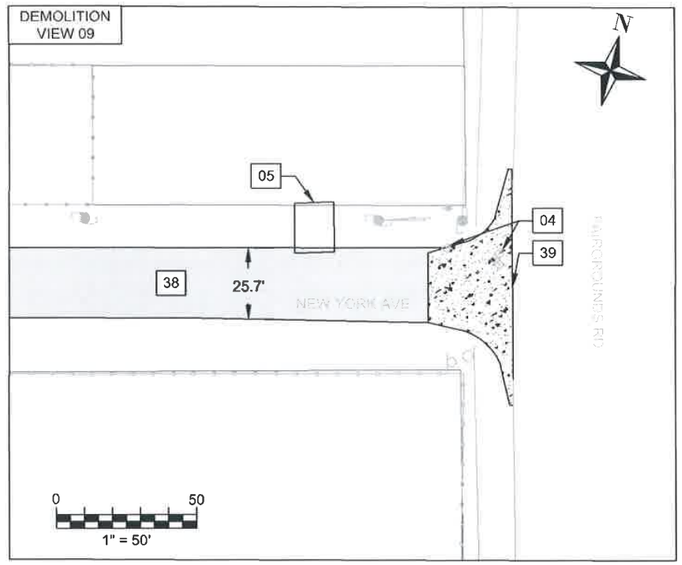
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APPROVED: JCF 3
VERT.: N/A 2
HORIZ.: 1:50 1
PROJECT NO BP20-01 0
Date: JUNE 2021 Rev No Date

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
DEMOLITION PLAN
4 OF 8

Scale: NTS File: 2020\BP20-01 NEW YORK AVE

File: P:\Engineering Services\Engineering Projects\2020\19-04 New York Ave\Civil\DWG\Sheets\Construction Plans\BP20-01 DEMO.dwg Jul 12, 2021 - 4:26pm pakingston



DEMOLITION KEYED NOTES:

04 EXISTING WATER VALVE CONCRETE RING TO BE REMOVED. COVER TO BE ADJUSTED TO FINISH GRADE.

05 REMOVE APPROXIMATELY 10-SY EXISTING UNPAVED DRIVEWAY MATERIAL.

38 REMOVE APPROXIMATELY 425.5-SY EXISTING PAVEMENT.

39 REMOVE APPROXIMATELY 132.8-SY EXISTING CONCRETE PAVEMENT.

DEMOLITION NOTES:

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STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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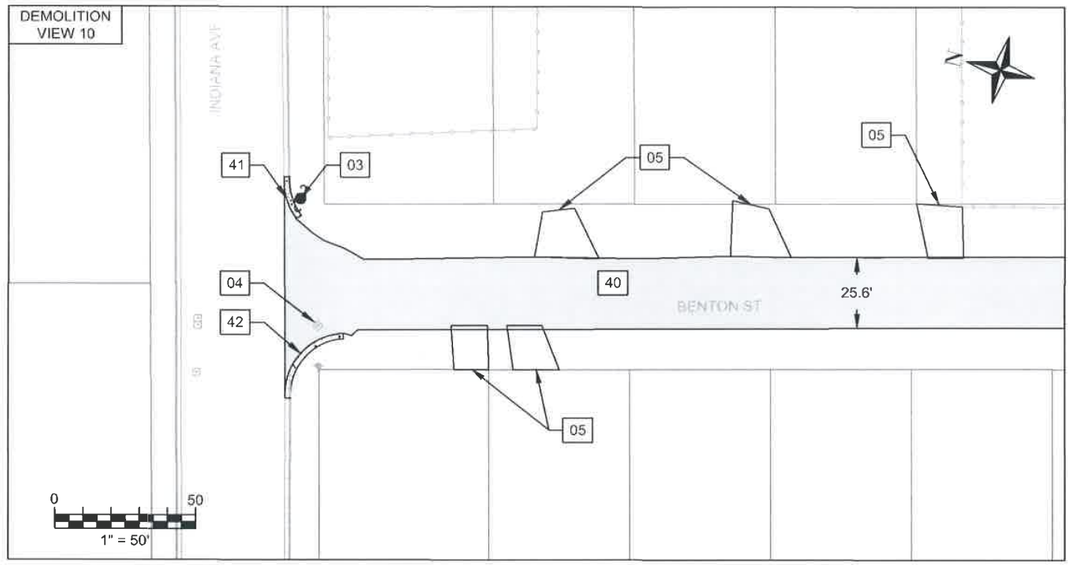
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PROJECT NO. BP20-01
Date: JUNE 2021

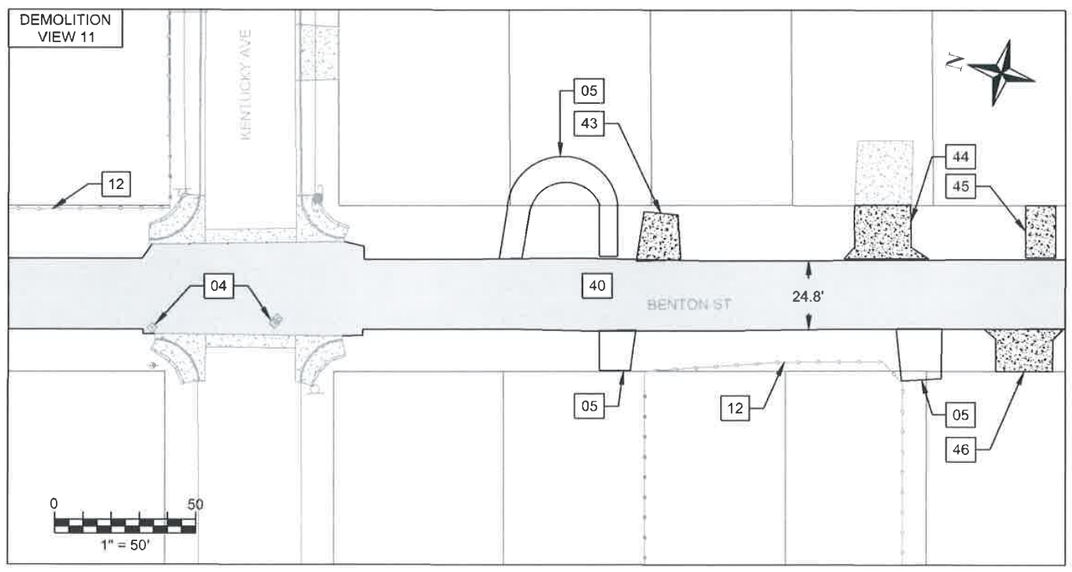
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
DEMOLITION PLAN
5 OF 8

Scale: NTS
File : 2020\BP20-01 NEW YORK AVE

File: P:\Engineering Services\Engineering Projects\2019\BU 9-04 New York Wt I03 DWGS\3 1 PAVING\PAVING Plans\C-421-d06 DEMO.dwg Jul 13, 2021 - 2:28pm akingston





DEMOLITION KEYED NOTES:

03 EXISTING POWER POLE TO BE RELOCATED BY OTHERS.

04 EXISTING WATER VALVE CONCRETE RING TO BE REMOVED. COVER TO BE ADJUSTED TO FINISH GRADE.

05 REMOVE APPROXIMATELY 10-SY EXISTING UNPAVED DRIVEWAY MATERIAL.

12 EXISTING FENCE TO REMAIN.

40 REMOVE APPROXIMATELY 1870-SY EXISTING PAVEMENT.

41 REMOVE APPROXIMATELY 16.0-LF EXISTING CURB.

42 REMOVE APPROXIMATELY 34.8-LF EXISTING CURB.

43 REMOVE APPROXIMATELY 25.7-SY EXISTING DRIVEWAY PAVEMENT.

44 REMOVE APPROXIMATELY 45.3-SY EXISTING DRIVEWAY PAVEMENT.

45 REMOVE APPROXIMATELY 22.3-SY EXISTING DRIVEWAY PAVEMENT.

46 REMOVE APPROXIMATELY 35.5-SY EXISTING DRIVEWAY PAVEMENT.

DEMOLITION NOTES:

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STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

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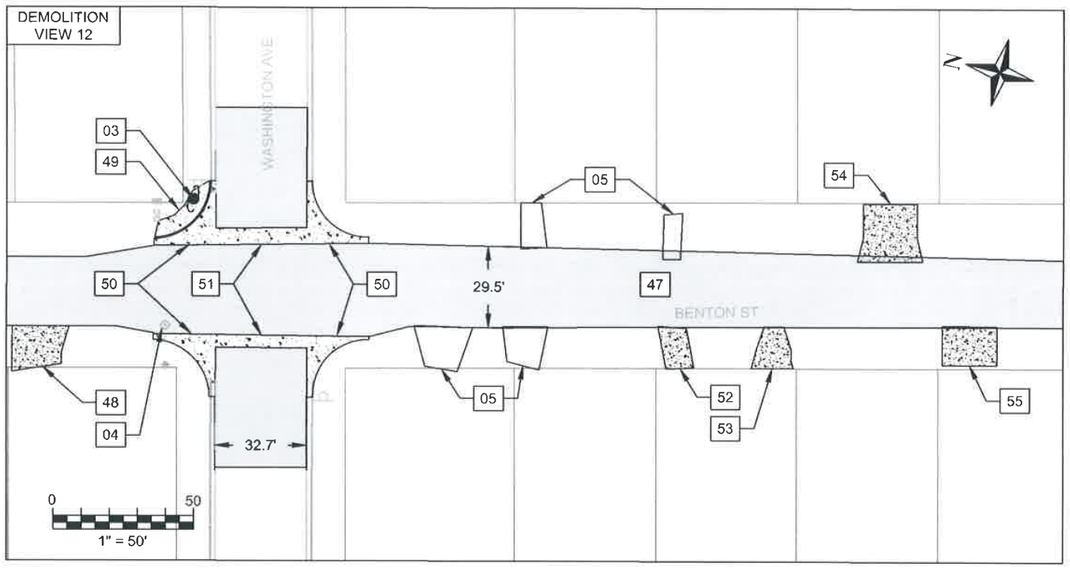
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Date: JUNE 2021

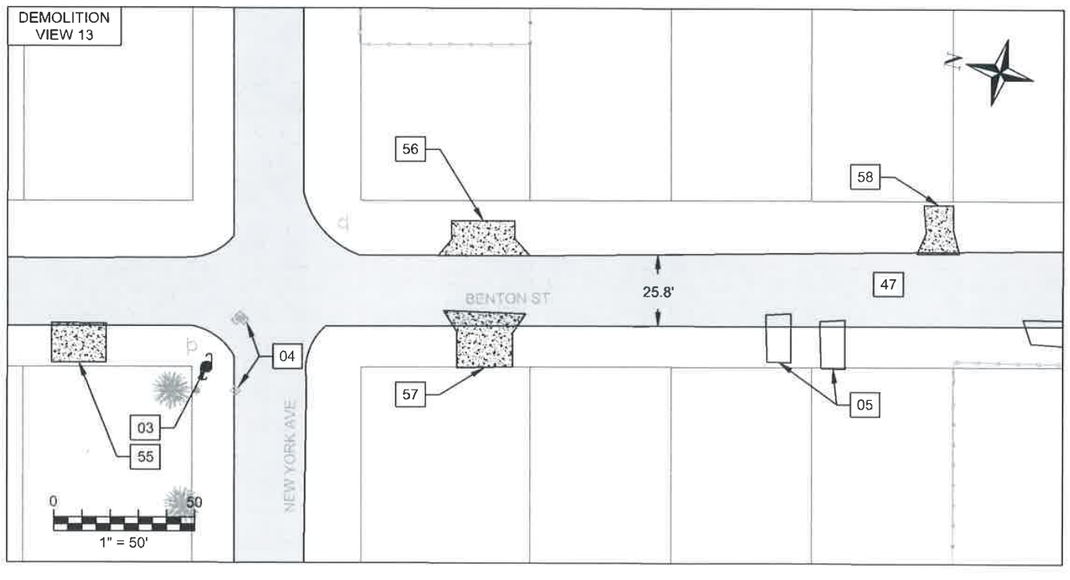
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
DEMOLITION PLAN
6 OF 8

Scale: NTS
File: 2020\BP20-01 NEW YORK AVE

PACKET
10.333
August 10, 2021





DEMOLITION KEYED NOTES:

03 EXISTING POWER POLE TO BE RELOCATED BY OTHERS.

04 EXISTING WATER VALVE CONCRETE RING TO BE REMOVED. COVER TO BE ADJUSTED TO FINISH GRADE.

05 REMOVE APPROXIMATELY 10-SY EXISTING UNPAVED DRIVEWAY MATERIAL.

12 EXISTING FENCE TO REMAIN.

47 REMOVE APPROXIMATELY 2620-SY EXISTING PAVEMENT.

48 REMOVE APPROXIMATELY 31.1-SY EXISTING DRIVEWAY PAVEMENT.

49 REMOVE APPROXIMATELY 32.2-LF EXISTING CURB. REMOVE APPROXIMATELY 18.1-SY EXISTING RAMP.

50 REMOVE APPROXIMATELY 14.2-SY EXISTING FILLET.

51 REMOVE APPROXIMATELY 18.0-SY EXISTING VALLEY GUTTER.

52 REMOVE APPROXIMATELY 16.3-SY EXISTING DRIVEWAY PAVEMENT.

53 REMOVE APPROXIMATELY 18.8-SY EXISTING DRIVEWAY PAVEMENT.

54 REMOVE APPROXIMATELY 45.8-SY EXISTING DRIVEWAY PAVEMENT

55 REMOVE APPROXIMATELY 29.7-SY EXISTING DRIVEWAY PAVEMENT.

56 REMOVE APPROXIMATELY 34.6-SY EXISTING DRIVEWAY PAVEMENT.

57 REMOVE APPROXIMATELY 46.7-SY EXISTING DRIVEWAY PAVEMENT.

58 REMOVE APPROXIMATELY 21.4-SY EXISTING DRIVEWAY PAVEMENT.

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STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

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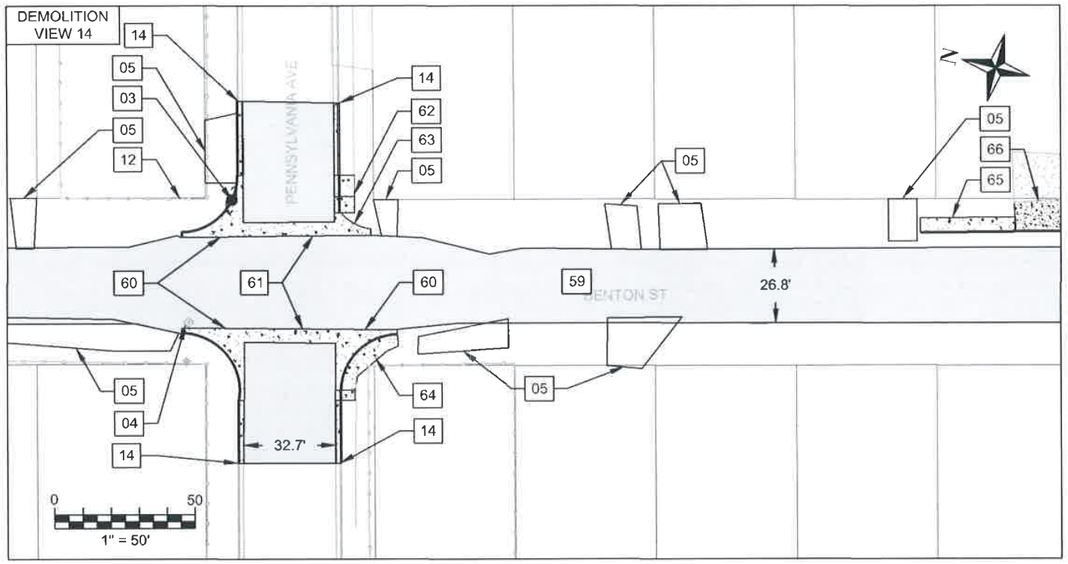
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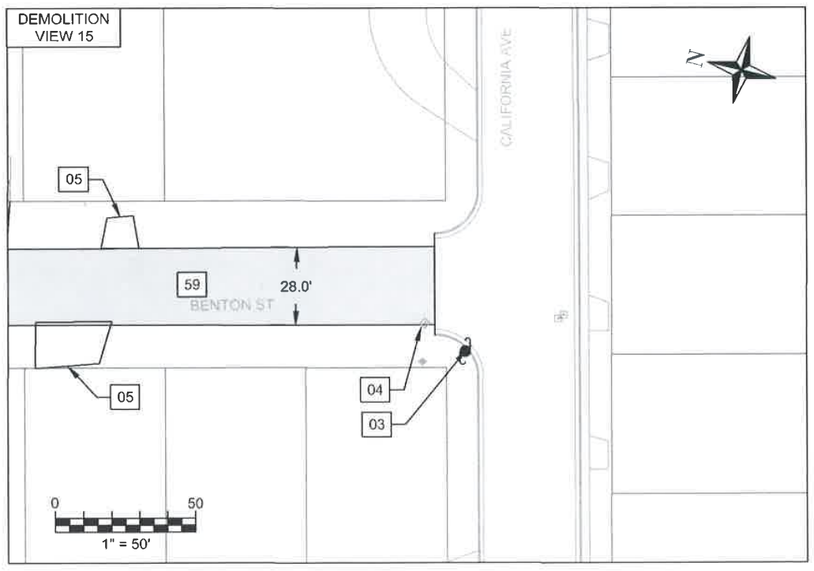
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PROJECT NO. BP20-01
Date: JUNE 2021

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
DEMOLITION PLAN
7 OF 8

Scale: NTS | File: 2020\BP20-01 NEW YORK AVE





DEMOLITION KEYED NOTES:

03 EXISTING POWER POLE TO BE RELOCATED BY OTHERS.

04 EXISTING WATER VALVE CONCRETE RING TO BE REMOVED. COVER TO BE ADJUSTED TO FINISH GRADE.

05 REMOVE APPROXIMATELY 10-SY EXISTING UNPAVED DRIVEWAY MATERIAL.

12 EXISTING FENCE TO REMAIN.

14 REMOVE APPROXIMATELY 30.0-LF EXISTING CURB.

59 REMOVE APPROXIMATELY 1885-SY EXISTING PAVEMENT.

60 REMOVE APPROXIMATELY 35.5-LF EXISTING CURB. REMOVE APPROXIMATELY 18.2-SY EXISTING FILLET.

61 REMOVE APPROXIMATELY 29.6-SY EXISTING VALLEY GUTTER.

62 REMOVE APPROXIMATELY 32.2-LF EXISTING CURB. REMOVE APPROXIMATELY 7.7-SY EXISTING RAMP.

63 REMOVE APPROXIMATELY 8.5-SY EXISTING FILLET.

64 REMOVE APPROXIMATELY 20.4-SY EXISTING RAMP.

65 REMOVE APPROXIMATELY 18.3-SY EXISTING SIDEWALK.

66 REMOVE APPROXIMATELY 20.0-SY EXISTING DRIVEWAY PAVEMENT.

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STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

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HORIZ.: 1:50
PROJECT NO. BP20-01
Date: JUNE 2021

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
DEMOLITION PLAN
8 OF 8

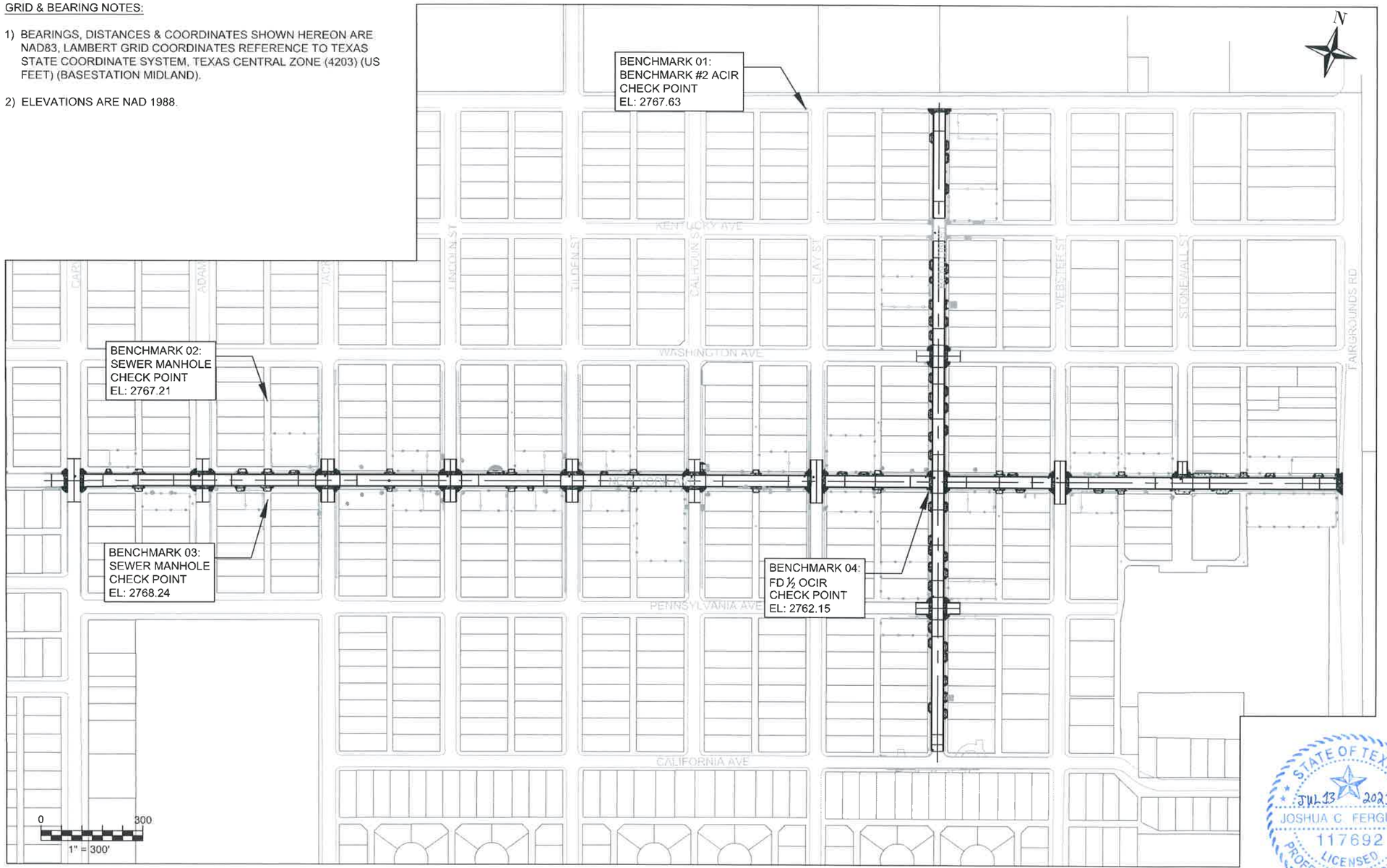
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File: 2020\BP20-01 NEW YORK AVE

PACKET
10.335
August 10, 2021

GRID & BEARING NOTES:

1) BEARINGS, DISTANCES & COORDINATES SHOWN HEREON ARE NAD83, LAMBERT GRID COORDINATES REFERENCE TO TEXAS STATE COORDINATE SYSTEM, TEXAS CENTRAL ZONE (4203) (US FEET) (BASESTATION MIDLAND).

2) ELEVATIONS ARE NAD 1988.



STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
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Josh Ferguson

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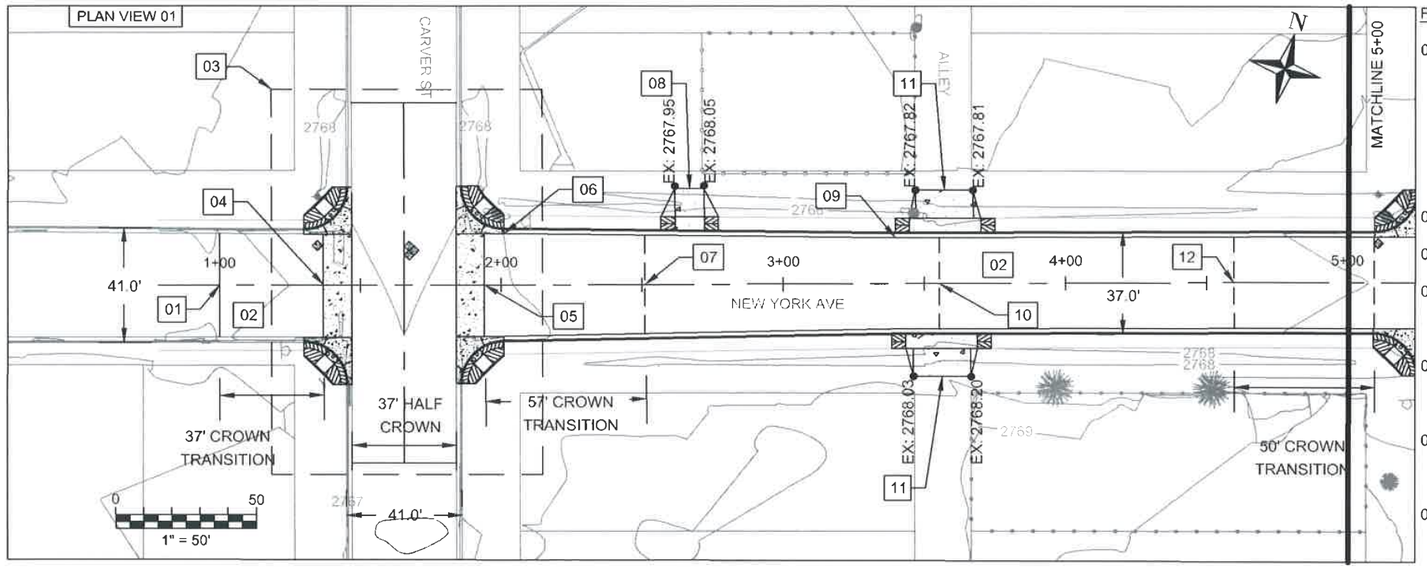
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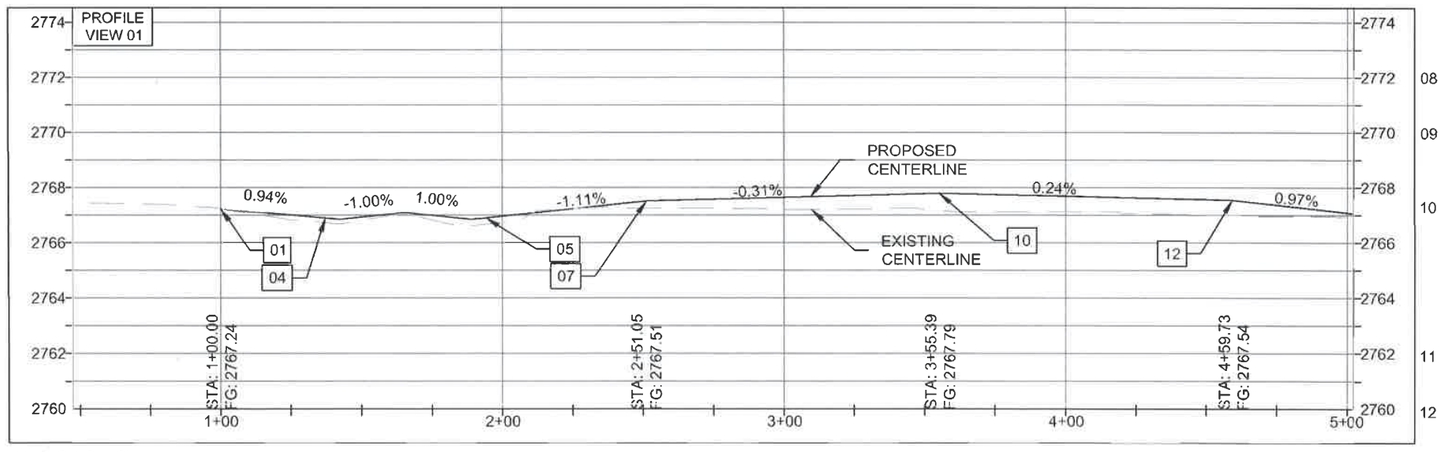
NEW YORK AVENUE
PAVING BOND PROJECT
OVERALL MASTER LAYOUT

Scale: NTS
File : 2020\BP20-01 NEW YORK AVE

36
OF 83

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PAVEMENT KEYED NOTES:

01 STA: 1+00.00
START PROJECT
START CROWN TRANSITION
N: 10693012.901
E: 1768124.830
EX. CENTERLINE FG = 2767.24
EX. NORTH ToC = 2767.46
EX. SOUTH ToC = 2767.46

02 1850-SY HMAC PAVEMENT PER SHEET 11

03 SEE SHEET 52.

04 STA: 1+36.93
END CROWN TRANSITION
CENTERLINE FG = 2766.89

05 STA: 1+93.93
START CROWN TRANSITION
CENTERLINE FG = 2766.87

06 STA: 2+00.93
BEGIN TRANSITION FROM 41' WIDE STREET SECTION TO 37' WIDE STREET SECTION.

07 STA: 2+51.05
END CROWN TRANSITION
CENTERLINE FG = 2767.51
NORTH EX = 2767.64
NORTH ToC = 2767.61
SOUTH EX = 2767.46
SOUTH ToC = 2767.61

08 STA: 2+66.91, CENTER
28.3-SY - 6" RESIDENTIAL DRIVEWAY APPROACH (10' WIDTH)

09 STA: 3+42.26
END TRANSITION FROM 41' WIDE STREET SECTION TO 37' WIDE STREET SECTION.

10 STA: 3+55.39
GRADE BREAK
CENTERLINE FG = 2767.79
NORTH EX = 2767.46
NORTH ToC = 2767.93
SOUTH EX = 2767.39
SOUTH ToC = 2767.93

11 STA: 3+57.26, CENTER
47.1-SY - 6" ALLEY APPROACH

12 STA: 4+59.73
START CROWN TRANSITION
CENTERLINE FG = 2767.54
NORTH EX = 2767.03
NORTH ToC = 2767.68
SOUTH EX = 2766.99
SOUTH ToC = 2767.68

PAVING NOTES:

A) ALL NEW PAVEMENT IS TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

C) ALL CONCRETE PAVEMENT, VALLEY GUTTERS, FILLETS, CURBS, RAMPS, ALLEY APPROACHES, DRIVEWAYS, AND SIDEWALKS ARE TO BE FIBER REINFORCED PER CITY DETAILS.

D) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

E) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

F) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

G) ALL ALLEY APPROACHES ARE 20.0' WIDE AT THROAT UNLESS OTHERWISE NOTED.

H) ALL RESIDENTIAL DRIVEWAYS ARE 20.0' WIDE AT THROAT UNLESS OTHERWISE NOTED.

I) ALL COMMERCIAL DRIVEWAYS ARE 30.0' WIDE AT THROAT UNLESS OTHERWISE NOTED.

J) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

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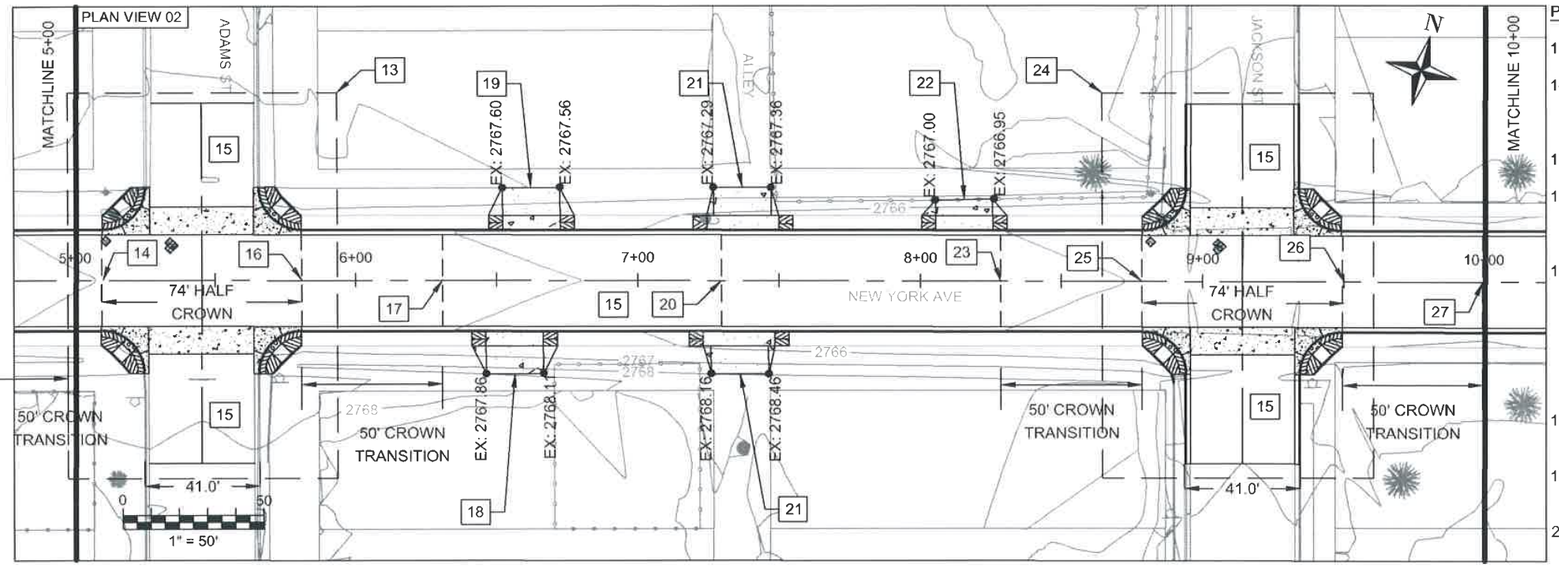
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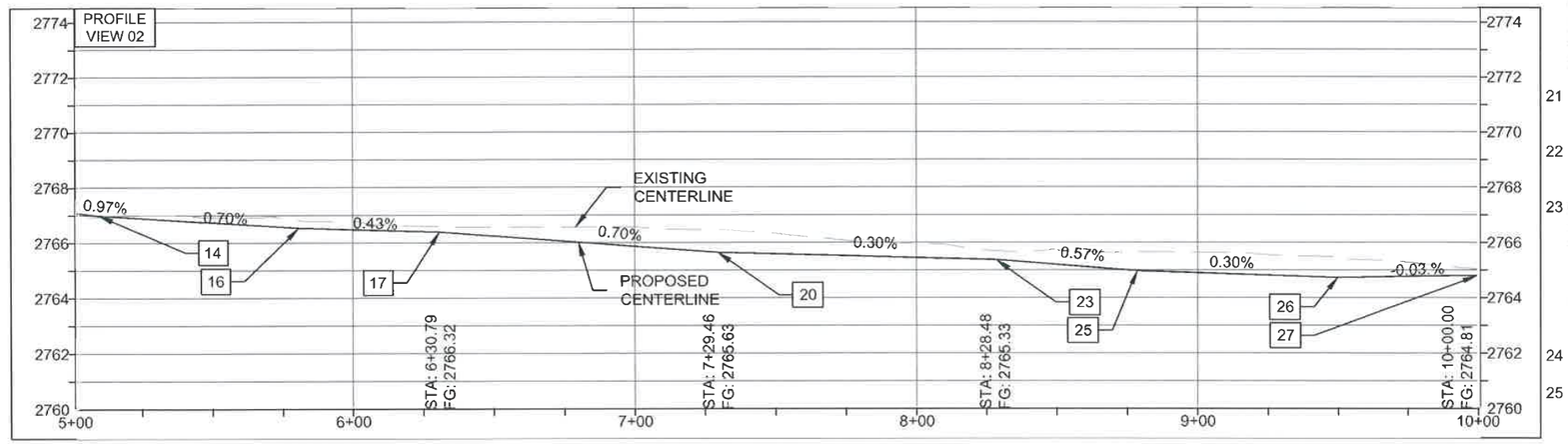
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
PLAN & PROFILE
1 OF 15

Scale: NTS
File : 2020\BP20-01 NEW YORK AVE

PACKET
10.337
August 10, 2021





PAVEMENT KEYED NOTES:

13 SEE SHEET 53.

14 STA: 5+09.73
END CROWN TRANSITION
CENTERLINE FG = 2766.73

15 2463-SY HMAC PAVEMENT PER SHEET 11

16 STA: 5+80.79
START CROWN TRANSITION
CENTERLINE FG = 2766.54

17 STA: 6+30.79
END CROWN TRANSITION
CENTERLINE FG = 2766.32
NORTH EX = 2766.72
NORTH ToC = 2766.46
SOUTH EX = 2766.04
SOUTH ToC = 2766.46

18 STA: 6+56.53, CENTER
45-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

19 STA: 6+62.13, CENTER
45-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

20 STA: 7+29.46
GRADE BREAK
CENTERLINE FG = 2765.63
NORTH EX = 2766.75
NORTH ToC = 2765.77
SOUTH EX = 2766.20
SOUTH ToC = 2765.77

21 STA: 7+36.51, CENTER
47.1-SY - 6" ALLEY APPROACH

22 STA: 8+15.46, CENTER
28.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

23 STA: 8+28.48
START CROWN TRANSITION
CENTERLINE FG = 2765.33
NORTH EX = 2765.93
NORTH ToC = 2765.47
SOUTH EX = 2765.33
SOUTH ToC = 2765.47

24 SEE SHEET 54.

25 STA: 8+78.48
END CROWN TRANSITION
CENTERLINE FG = 2765.02

26 STA: 9+50.00
START CROWN TRANSITION
CENTERLINE FG = 2764.83

27 STA: 10+00.00
END CROWN TRANSITION
CENTERLINE FG = 2764.81
NORTH EX = 2765.77
NORTH ToC = 2764.95
SOUTH EX = 2764.92
SOUTH ToC = 2764.95

PAVING NOTES:

A) ALL NEW PAVEMENT IS TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

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J) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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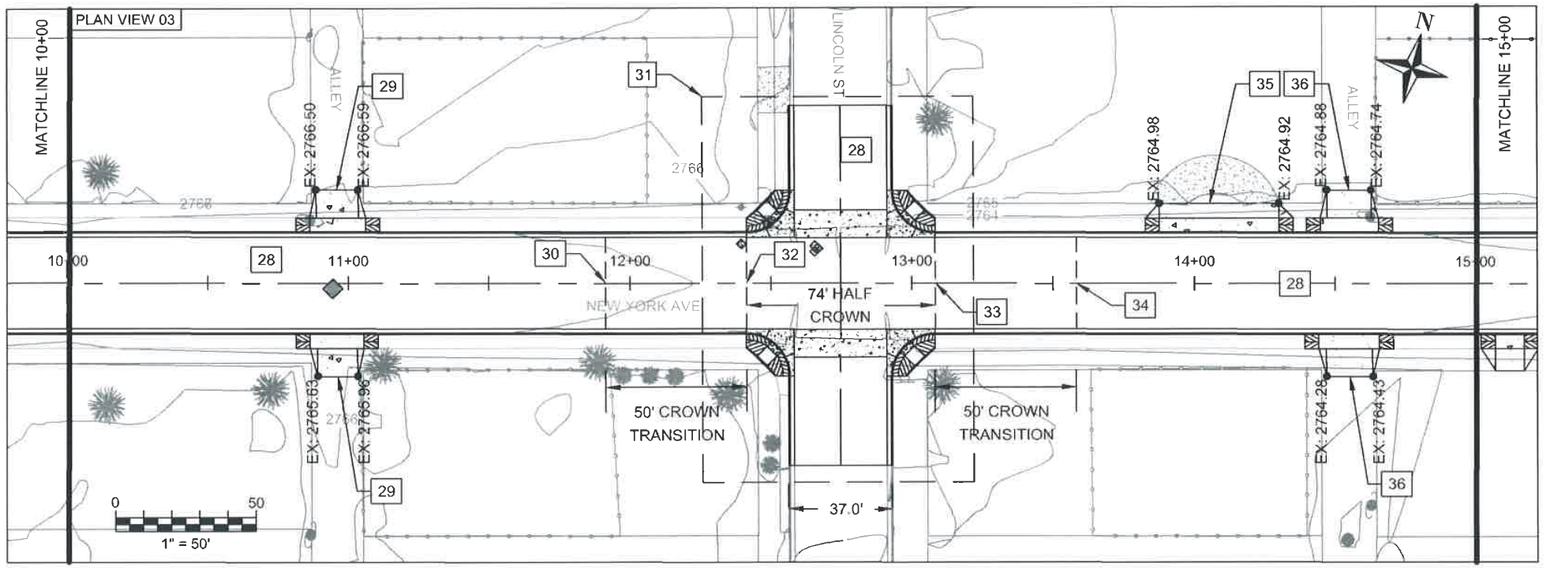
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PROJECT NO. BP20-01
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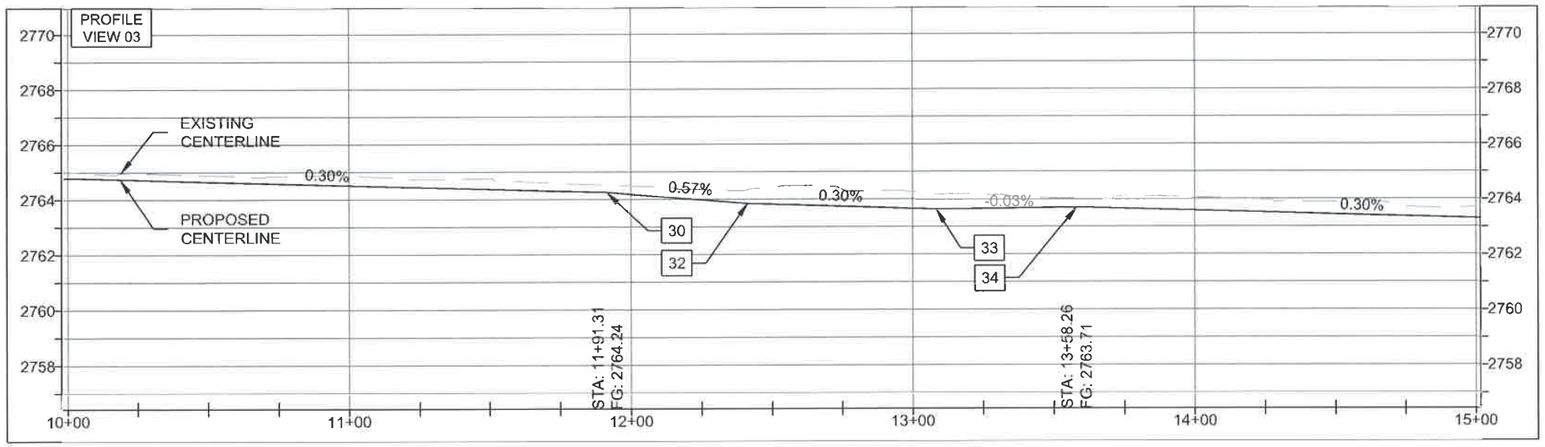
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
PLAN & PROFILE
2 OF 15

Scale: NTS
File: 2020\BP20-01 NEW YORK AVE

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PAVEMENT KEYED NOTES:

28 2115-SY HMAC PAVEMENT PER SHEET 11

29 STA: 10+96.01
47.1-SY - 6" ALLEY APPROACH

30 STA: 11+91.31
START CROWN TRANSITION
CENTERLINE FG = 2764.24
NORTH EX = 2764.66
NORTH ToC = 2764.36
SOUTH EX = 2763.56
SOUTH ToC = 2764.36

31 SEE SHEET 55.

32 STA: 12+41.31
END CROWN TRANSITION
CENTERLINE FG = 2763.94

33 STA: 13+08.28
START CROWN TRANSITION
CENTERLINE FG = 2763.73

34 STA: 13+58.28
END CROWN TRANSITION
CENTERLINE FG = 2763.71
NORTH EX = 2764.08
NORTH ToC = 2763.85
SOUTH EX = 2763.51
SOUTH ToC = 2763.85

35 STA: 14+08.74
47.1-SY - 6" RESIDENTIAL DRIVEWAY APPROACH (40' WIDE)

36 STA: 14+55.04
47.1-SY - 6" ALLEY APPROACH

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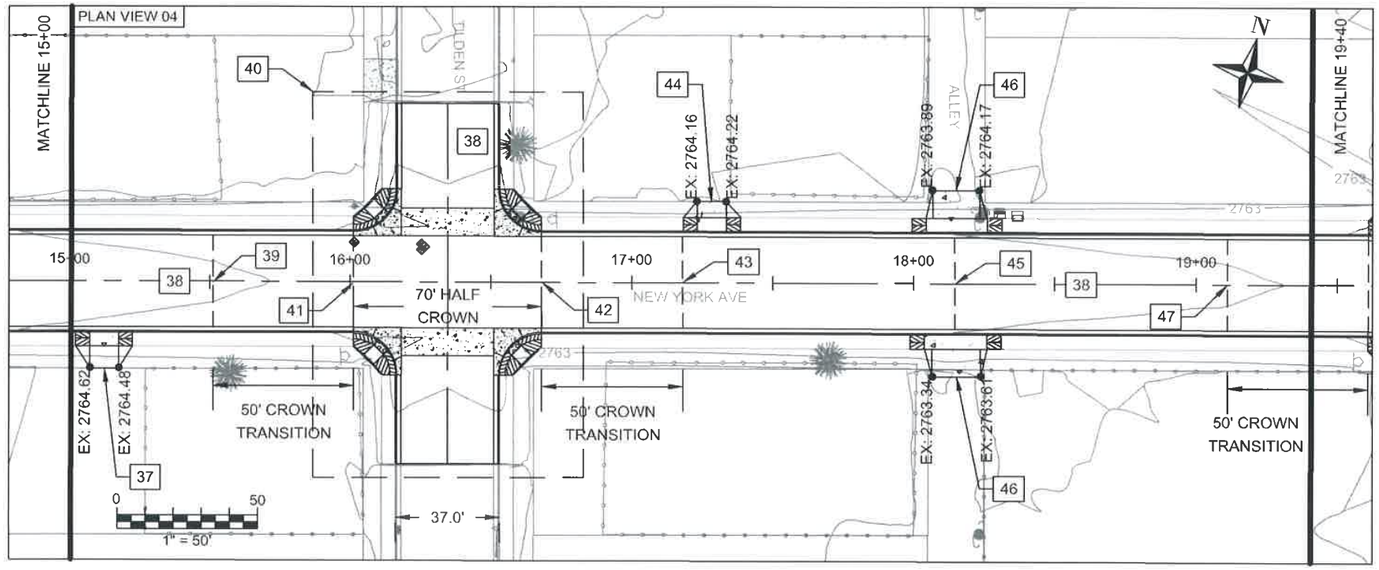
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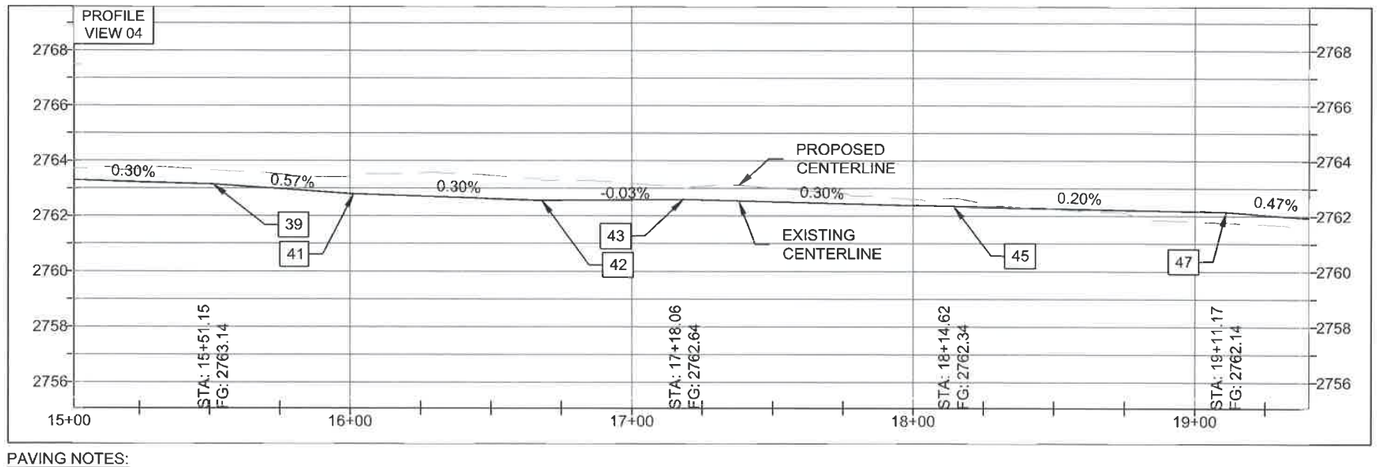
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NEW YORK AVENUE
PAVING BOND PROJECT
PLAN & PROFILE
3 OF 15

Scale: NTS
File: 2020\BP20-01 NEW YORK AVE

PACKET
10.339
August 10, 2021





PAVEMENT KEYED NOTES:

37 STA: 15+12.40
20.8-SY - 6" RESIDENTIAL DRIVEWAY APPROACH (10' WIDE)

38 1895-SY HMAC PAVEMENT PER SHEET 11

39 STA: 15+51.15
START CROWN TRANSITION
CENTERLINE FG = 2763.14
NORTH EX = 2764.63
NORTH ToC = 2763.28
SOUTH EX = 2763.05
SOUTH ToC = 2763.28

40 SEE SHEET 56.

41 STA: 16.01.15
END CROWN TRANSITION
CENTERLINE FG = 2762.85

42 STA: 16+68.06
START CROWN TRANSITION
CENTERLINE FG = 2762.65

43 STA: 17+11.09
END CROWN TRANSITION
CENTERLINE FG = 2762.64
NORTH EX = 2763.06
NORTH ToC = 2762.48
SOUTH EX = 2763.33
SOUTH ToC = 2762.48

44 STA: 17+28.22
18.0-SY - 6" RESIDENTIAL DRIVEWAY APPROACH (10' WIDE)

45 STA: 18+14.62
GRADE BREAK
CENTERLINE FG = 2762.34
NORTH EX = 2762.91
NORTH ToC = 2762.48
SOUTH EX = 2762.37
SOUTH ToC = 2762.48

46 STA: 18+14.86
47.1-SY - 6" ALLEY APPROACH

47 STA: 19+11.17
START CROWN TRANSITION
CENTERLINE FG = 2762.14
NORTH EX = 2762.40
NORTH ToC = 2762.28
SOUTH EX = 2761.50
SOUTH ToC = 2762.28

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STATE OF TEXAS
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JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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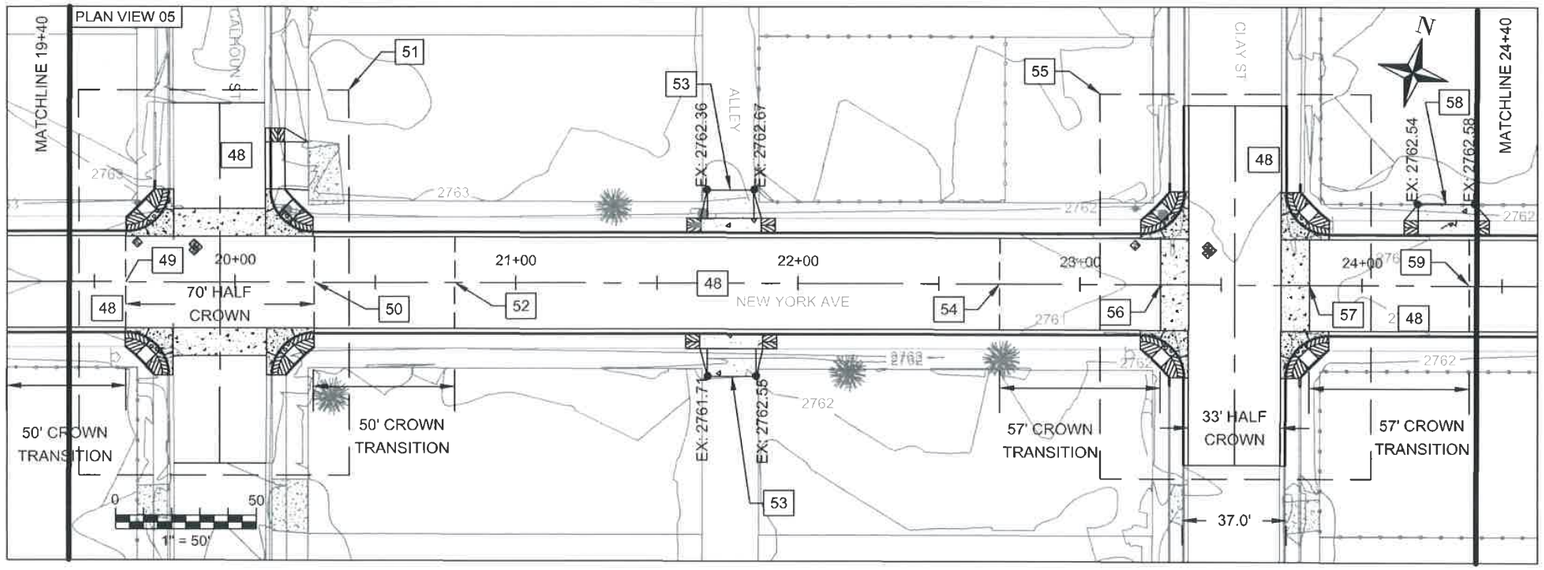
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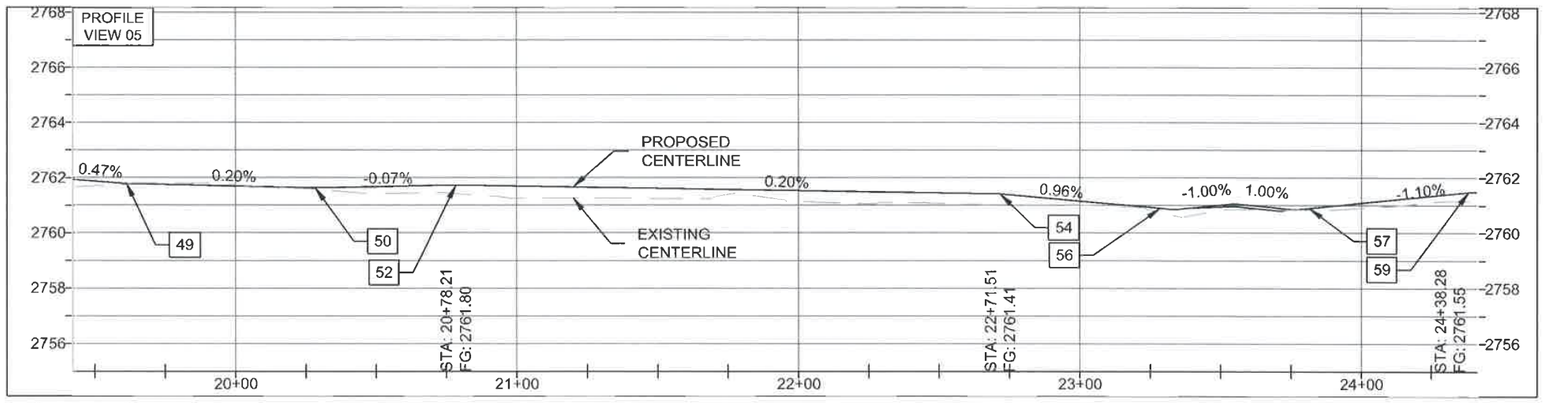
NEW YORK AVENUE
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PLAN & PROFILE
4 OF 15

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OF 83

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PAVEMENT KEYED NOTES:

48 2390-SY HMAC PAVEMENT PER SHEET 11

49 STA: 19+61.17
END CROWN TRANSITION
CENTERLINE FG = 2761.91

50 STA: 20+28.21
START CROWN TRANSITION
CENTERLINE FG = 2761.76

51 SEE SHEET 57.

52 STA: 20+78.21
END CROWN TRANSITION
CENTERLINE FG = 2761.78
NORTH EX = 2762.23
NORTH ToC = 2761.92
SOUTH EX = 2761.99
SOUTH ToC = 2761.92

53 STA: 21+76.02
47.1-SY - 6" ALLEY APPROACH

54 STA: 22+71.51
START CROWN TRANSITION
CENTERLINE FG = 2761.41
NORTH EX = 2760.73
NORTH ToC = 2761.55
SOUTH EX = 2760.50
SOUTH ToC = 2761.55

55 SEE SHEET 58.

56 STA: 23+21.51
END CROWN TRANSITION
CENTERLINE FG = 2760.86

57 STA: 23+88.28
START CROWN TRANSITION
CENTERLINE FG = 2760.92

58 STA: 24+29.98
28.1-SY - 6" RESIDENTIAL DRIVEWAY APPROACH (15' WIDE)

59 STA: 24+38.28
END CROWN TRANSITION
CENTERLINE FG = 2761.55
NORTH EX = 2761.35
NORTH ToC = 2761.69
SOUTH EX = 2761.73
SOUTH ToC = 2761.69

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JOSHUA C. FERGUSON
117692
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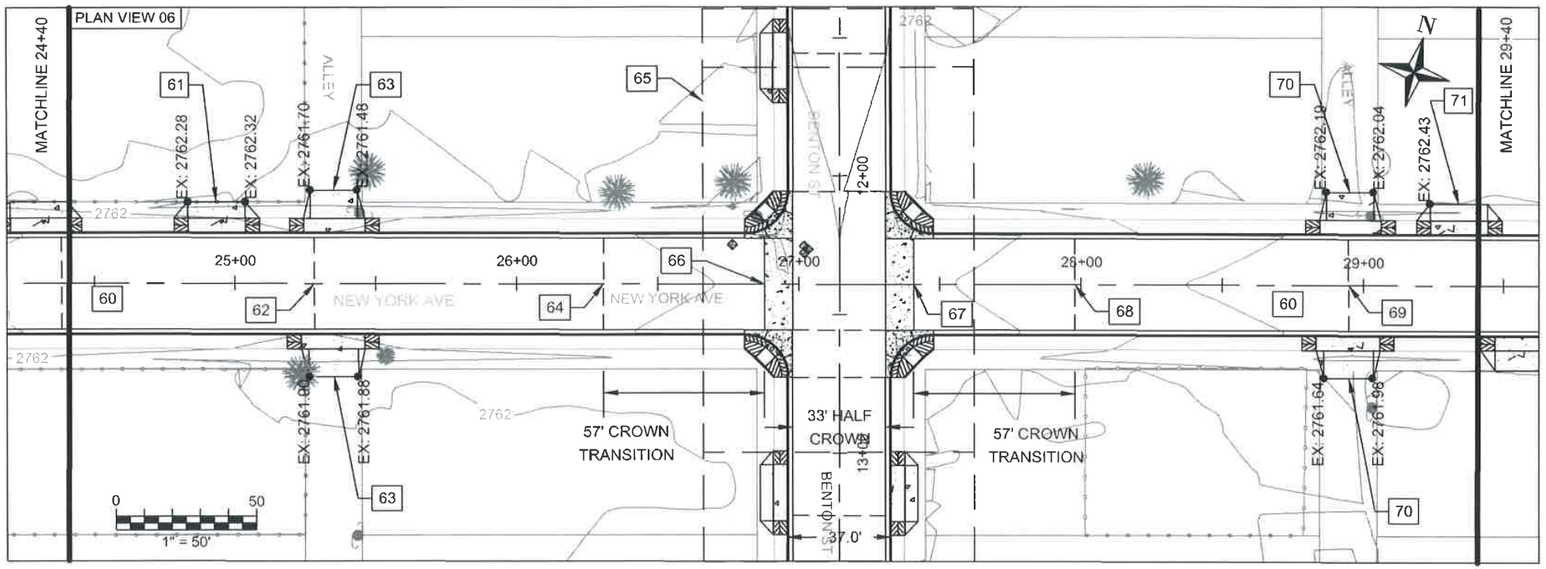
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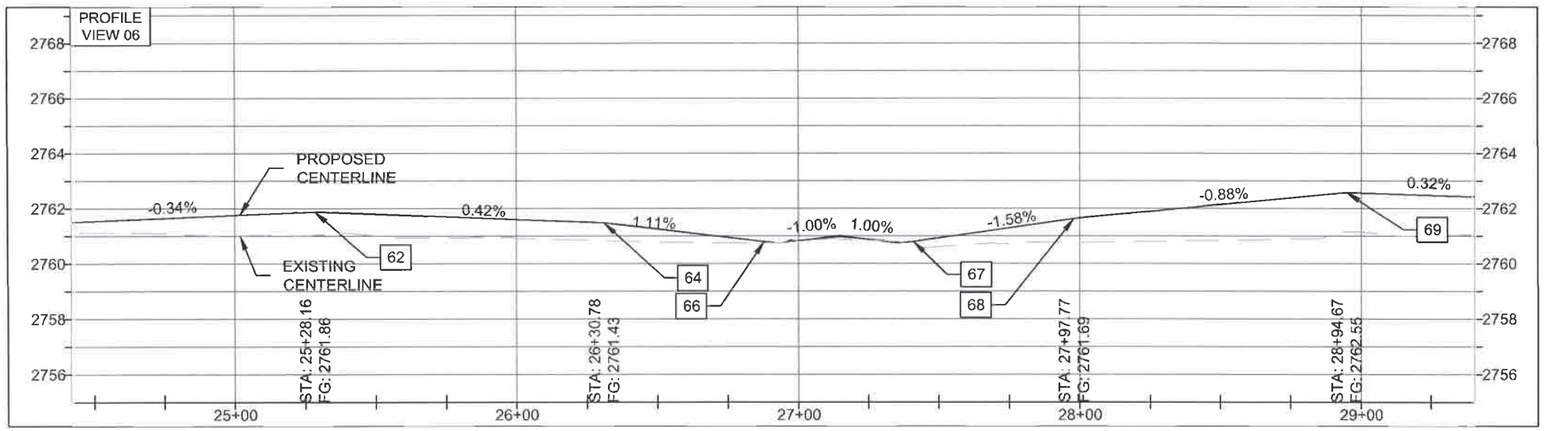
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NEW YORK AVENUE
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File: 2020BP20-01 NEW YORK AVE





PAVEMENT KEYED NOTES:

60 1640-SY HMAC PAVEMENT PER SHEET 11

61 STA: 24+93.29
28.1-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

62 STA: 25+28.16
GRADE BREAK
CENTERLINE FG = 2761.86
NORTH EX = 2760.97
NORTH ToC = 2762.00
SOUTH EX = 2760.91
SOUTH ToC = 2762.00

63 STA: 25+35.06
47.1-SY - 6" ALLEY APPROACH

64 STA: 26+30.78
START CROWN TRANSITION
CENTERLINE FG = 2761.43
NORTH EX = 2760.61
NORTH ToC = 2761.57
SOUTH EX = 2760.35
SOUTH ToC = 2761.57

65 SEE SHEET 49 AND 59.

66 STA: 26+73.78
END CROWN TRANSITION
CENTERLINE FG = 2760.79

67 STA: 27+40.77
START CROWN TRANSITION
CENTERLINE FG = 2760.79

68 STA: 27+97.77
END CROWN TRANSITION
CENTERLINE FG = 2761.69
NORTH EX = 2761.07
NORTH ToC = 2761.83
SOUTH EX = 2761.14
SOUTH ToC = 2761.83

69 STA: 28+94.67
GRADE BREAK
CENTERLINE FG = 2762.55
NORTH EX = 2761.25
NORTH ToC = 2762.69
SOUTH EX = 2761.19
SOUTH ToC = 2762.69

70 STA: 28+95.38
47.1-SY - 6" ALLEY APPROACH

71 STA: 29+33.93
28.2-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

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STATE OF TEXAS
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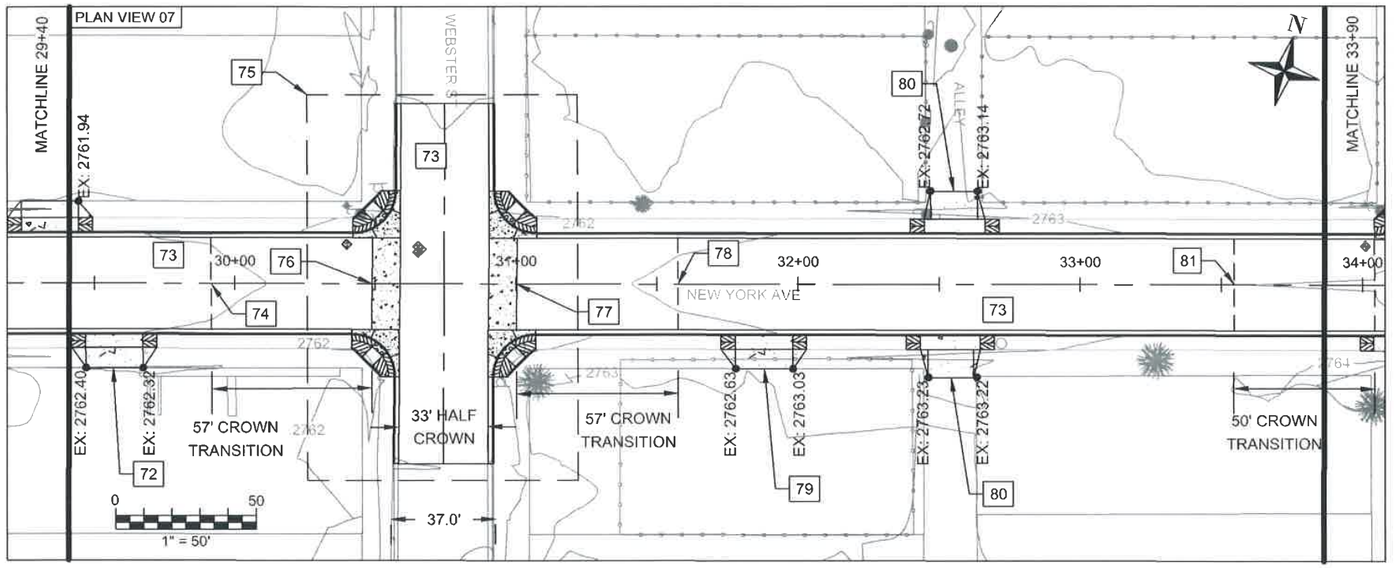
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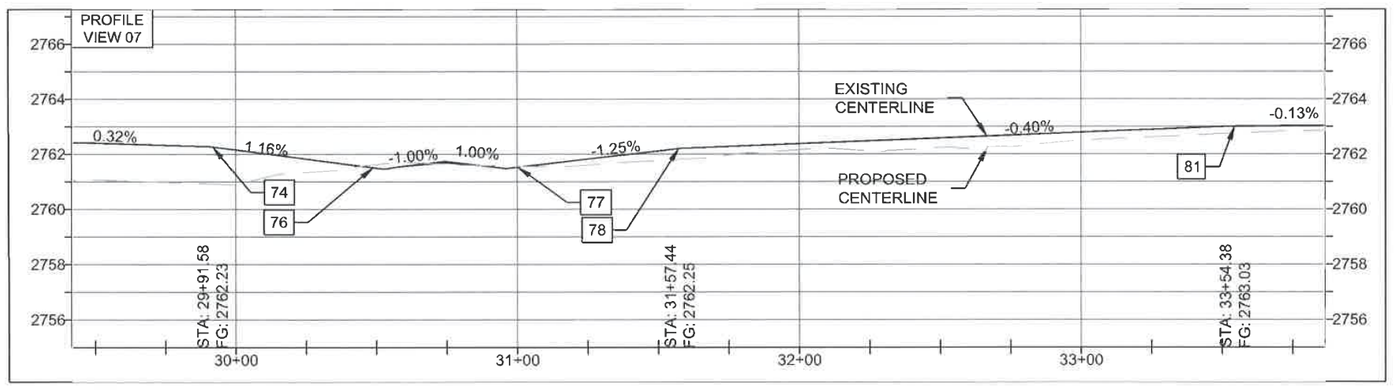
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PAVEMENT KEYED NOTES:

72 STA: 29+57.18
30.5-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

73 1894-SY HMAC PAVEMENT PER SHEET 11

74 STA: 29+91.58
START CROWN TRANSITION
CENTERLINE FG = 2762.23
NORTH EX = 2761.47
NORTH ToC = 2762.37
SOUTH EX = 2761.00
SOUTH ToC = 2762.37

75 SEE SHEET 60.

76 STA: 30+48.58
END CROWN TRANSITION
CENTERLINE FG = 2761.57

77 STA: 31+00.44
START CROWN TRANSITION
CENTERLINE FG = 2761.53

78 STA: 31+57.44
END CROWN TRANSITION
CENTERLINE FG = 2762.25
NORTH EX = 2762.38
NORTH ToC = 2762.39
SOUTH EX = 2762.17
SOUTH ToC = 2762.39

79 STA: 31+88.06
30.5-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

80 STA: 32+54.60
47.1-SY - 6" ALLEY APPROACH

81 STA: 33+54.38
START CROWN TRANSITION
CENTERLINE FG = 2763.03
NORTH EX = 2762.84
NORTH ToC = 2763.17
SOUTH EX = 2762.00
SOUTH ToC = 2763.17

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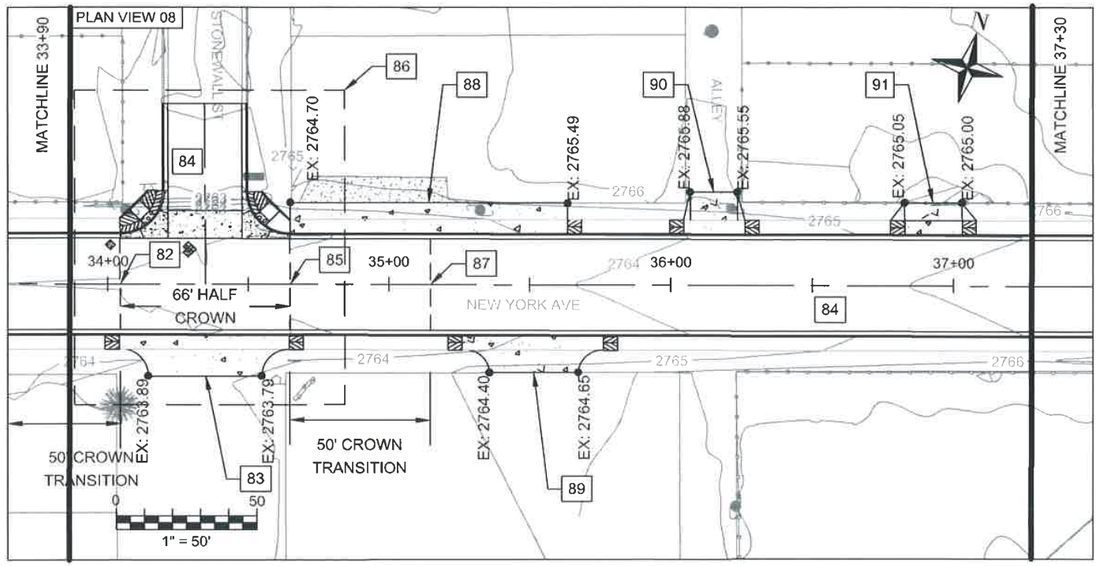
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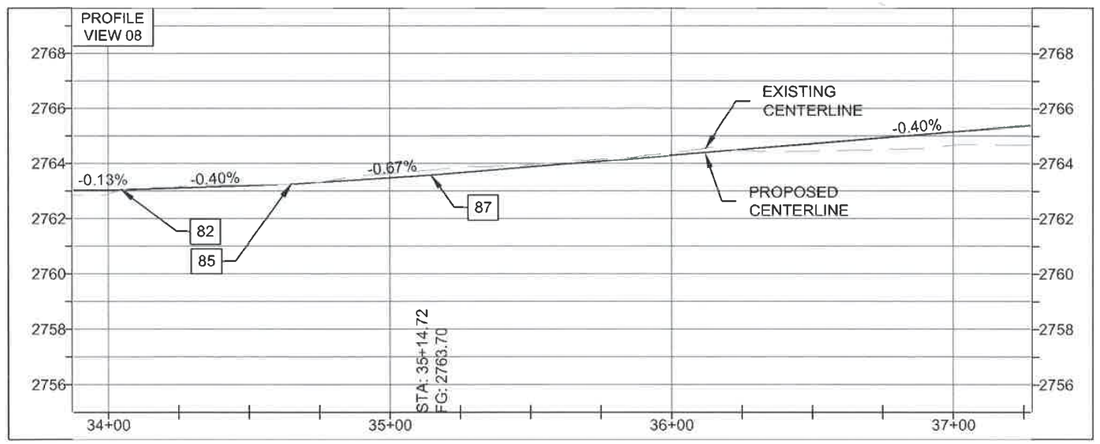
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PAVEMENT KEYED NOTES:

82 STA: 34+04.38
END CROWN TRANSITION
CENTERLINE FG = 2763.10

83 STA: 34+34.86
95.0-SY - 6" COMMERCIAL DRIVEWAY APPROACH (40' WIDE)

84 1364-SY HMAC PAVEMENT PER SHEET 11

85 STA: 34+64.72
START CROWN TRANSITION
CENTERLINE FG = 2763.36

86 SEE SHEET 61.

87 STA: 35+14.72
END CROWN TRANSITION
CENTERLINE FG = 2763.70
NORTH EX = 2764.15
NORTH ToC = 2763.84
SOUTH EX = 2763.81
SOUTH ToC = 2763.84

88 STA: 35+17.29
120.0-SY - 6" COMMERCIAL DRIVEWAY APPROACH (90.5' WIDE)

89 STA: 35+51.39
60.5-SY - 6" COMMERCIAL DRIVEWAY APPROACH

90 STA: 36+13.94
47.1-SY - 6" ALLEY APPROACH

91 STA: 36+92.73
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

PAVING NOTES:

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B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

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JOSHUA C. FERGUSON
117692
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PROFESSIONAL ENGINEER
Josh Ferguson

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HORIZ.: 1:50
PROJECT NO. BP20-01
Date: JUNE 2021

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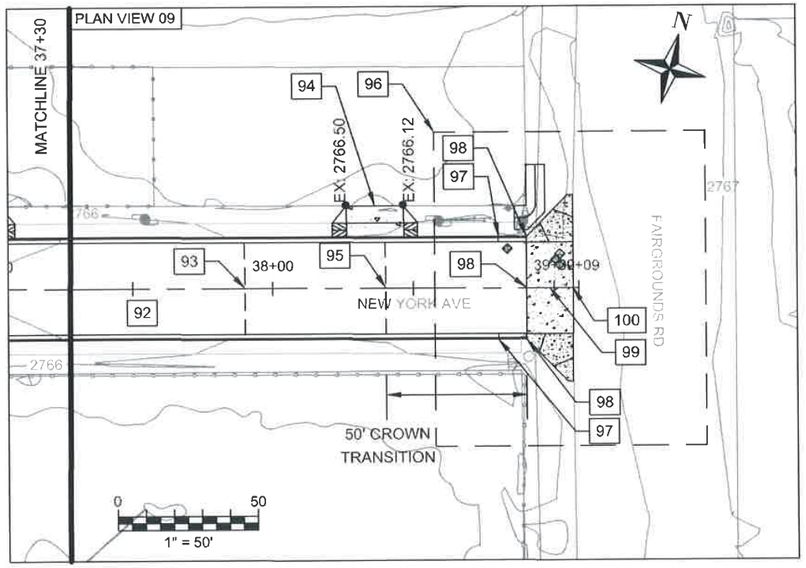
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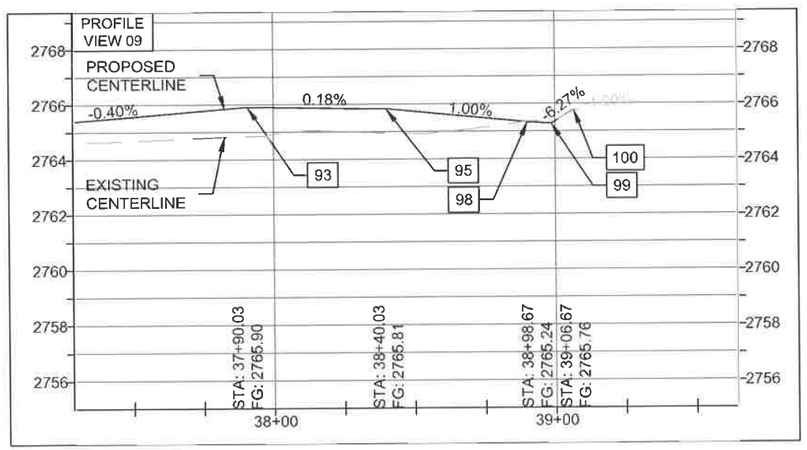
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44
OF 83

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PAVEMENT KEYED NOTES:

92 620-SY HMAC PAVEMENT PER SHEET 11

93 STA: 37+90.03
GRADE BREAK
CENTERLINE FG = 2765.90
NORTH EX = 2764.74
NORTH ToC = 2766.04
SOUTH EX = 2764.13
SOUTH ToC = 2766.04

94 STA: 38+36.25
28.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

95 STA: 38+40.03
START CROWN TRANSITION
CENTERLINE FG = 2765.81
NORTH EX = 2765.43
NORTH ToC = 2765.95
SOUTH EX = 2765.04
SOUTH ToC = 2765.95

96 SEE SHEET 62.

97 STA: 38+85.03
END STANDARD CURB
START TRANSITION CURB

98 STA: 38+90.03
END TRANSITION CURB
START NO-CURB FILLET
END CROWN TRANSITION
CENTERLINE FG = 2765.31

99 STA: 38+98.67
FAIRGROUNDS ROAD FLOW LINE
CENTERLINE FG = 2765.24

100 STA: 39+06.67
END PROJECT
N: 10693952.718
E: 1765513.608
EX. CENTERLINE FG = 2765.76

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STABILIZATION NOTES:

a) USE SEED MIXTURE DESCRIBED IN GENERAL NOTE H OF SHEET 08 TO STABILIZE EARTH BERM IDENTIFIED ON SHEET 62 KEYED NOTE XXII. SURFACE AREA OF EARTH BERM IS APPROXIMATELY 19-SY.

b) PLACE EROSION CONTROL MATS OVER BERM SURFACE ONCE SEEDS AND FERTILIZER HAVE BEEN PLACED.

STATE OF TEXAS
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PROFESSIONAL ENGINEER
JUL 13 2021
Josh Ferguson

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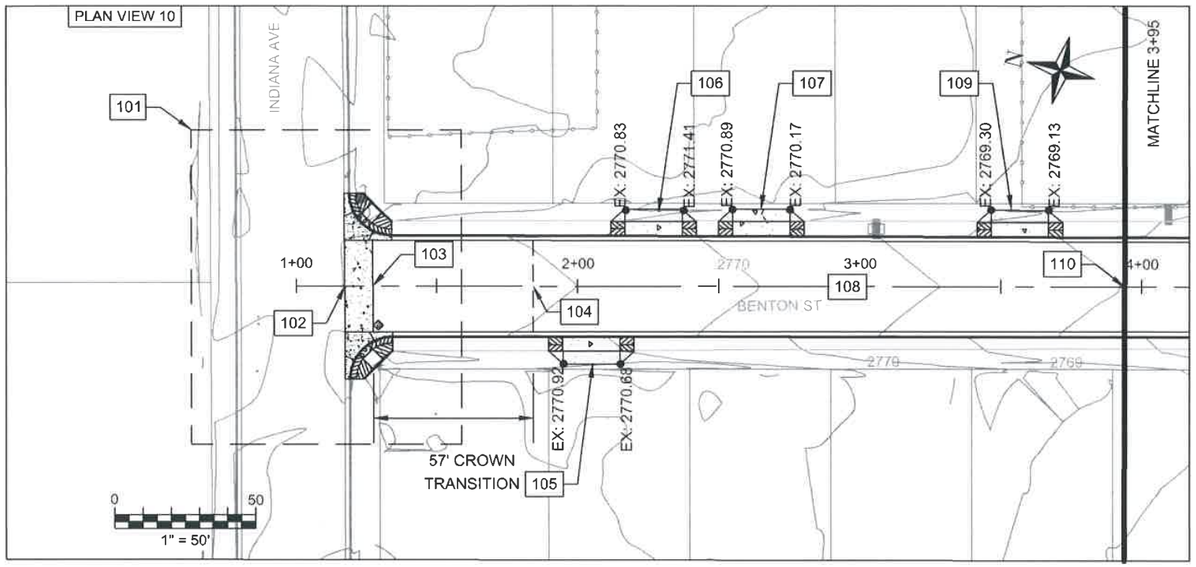
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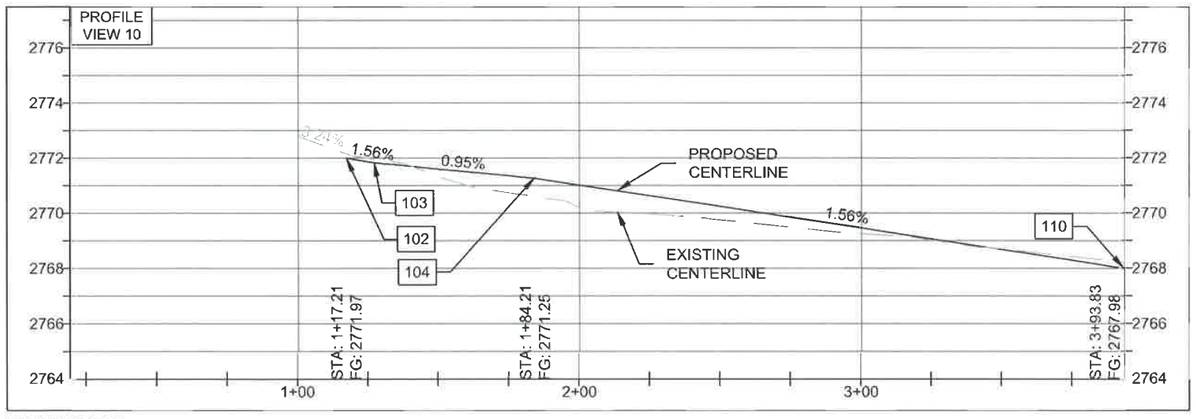
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PACKET
10.345
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PAVEMENT KEYED NOTES:

101 SEE SHEET 63.

102 STA: 1+17.21
START PROJECT
N: 10694746.206
E: 1764081.253
EX. CENTERLINE FG = 2771.97

103 STA: 1+27.21
START CROWN TRANSITION
CENTERLINE FG = 2771.81

104 STA: 1+84.21
END CROWN TRANSITION
CENTERLINE FG = 2771.25
WEST EX = 2770.49
WEST ToC = 2771.39
EAST EX = 2771.40
EAST ToC = 2771.39

105 STA: 2+04.99
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

106 STA: 2+26.81
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

107 STA: 2+65.27
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

108 971-SY HMAC PAVEMENT PER SHEET 11

109 STA: 3+56.69
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

110 STA: 3+93.83
START CROWN TRANSITION
CENTERLINE FG = 2767.98
WEST EX = 2767.89
WEST ToC = 2768.26
EAST EX = 2768.05
EAST ToC = 2768.26

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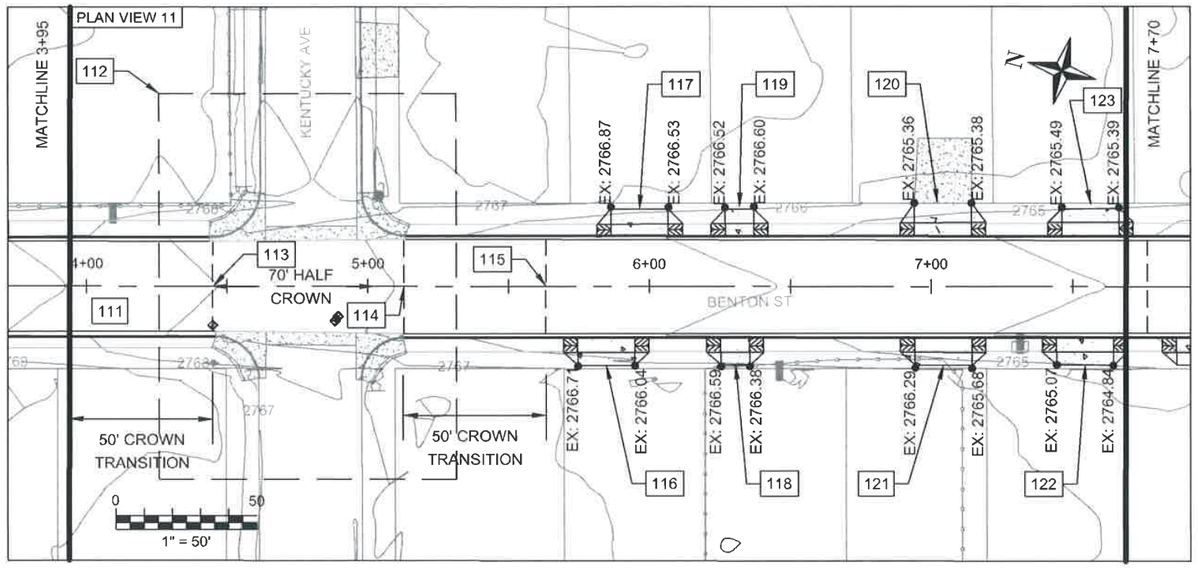
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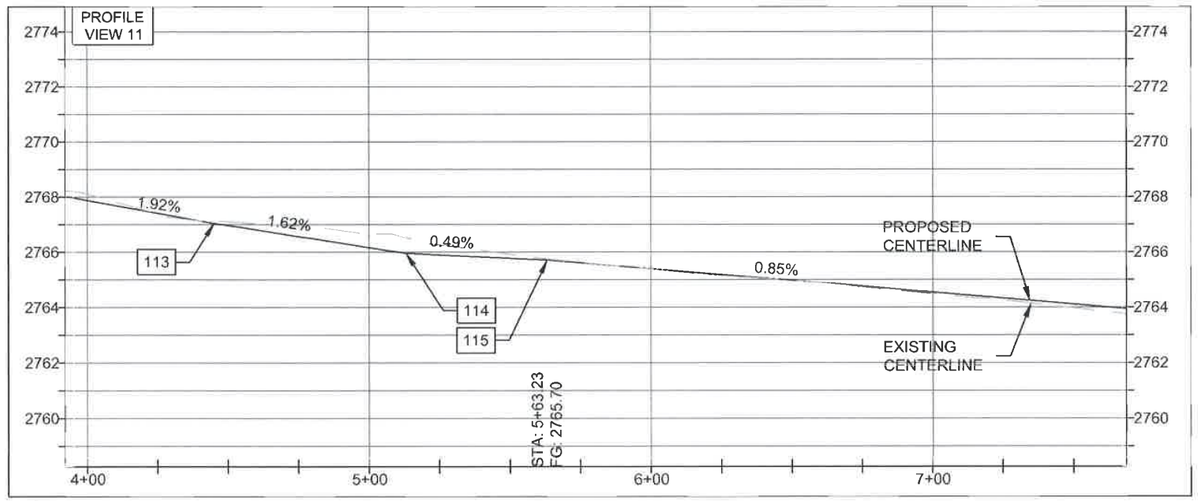
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File : 2020\BP20-01 NEW YORK AVE

PACKET
10.346
August 10, 2021





PAVEMENT KEYED NOTES:

111 1367-SY HMAC PAVEMENT PER SHEET 11

112 SEE SHEET 64.

113 STA: 4+43.83
END CROWN TRANSITION
CENTERLINE FG = 2767.02

114 STA: 5+13.23
START CROWN TRANSITION
CENTERLINE FG = 2765.94

115 STA: 5+63.23
END CROWN TRANSITION
CENTERLINE FG = 2765.70
WEST EX = 2765.91
WEST ToC = 2765.84
EAST EX = 2766.17
EAST ToC = 2765.84

116 STA: 5+84.74
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

117 STA: 5+96.47
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

118 STA: 6+30.39
18.1-SY - 6" RESIDENTIAL DRIVEWAY APPROACH (10' WIDE)

119 STA: 6+31.82
18.1-SY - 6" RESIDENTIAL DRIVEWAY APPROACH (10' WIDE)

120 STA: 7+04.04
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

121 STA: 7+04.35
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

122 STA: 7+54.38
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

123 STA: 7+56.21
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

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JOSHUA C. FERGUSON
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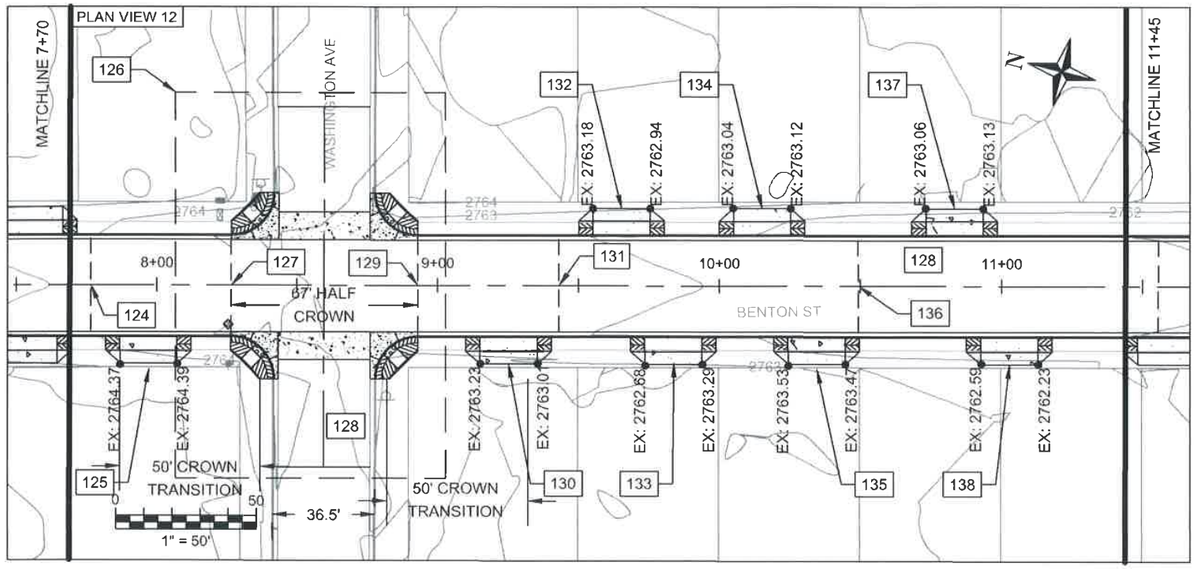
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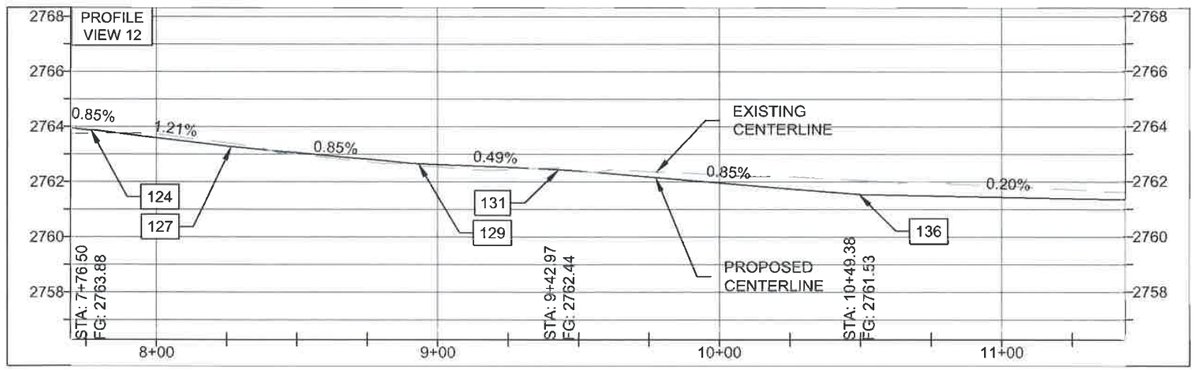
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11 OF 15

File: 2020BP20-01 NEW YORK AVE
Scale: NTS

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PAVEMENT KEYED NOTES:

124 STA: 7+76.50
START CROWN TRANSITION
CENTERLINE FG = 2763.88
WEST EX = 2763.64
WEST ToC = 2764.02
EAST EX = 2764.00
EAST ToC = 2764.02

125 STA: 7+97.12
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

126 SEE SHEET 65.

127 STA: 8+26.50
END CROWN TRANSITION
CENTERLINE FG = 2763.28

128 1646-SY HMAC PAVEMENT PER SHEET 11

129 STA: 8+92.97
START CROWN TRANSITION
CENTERLINE FG = 2762.68

130 STA: 9+25.21
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

131 STA: 9+42.97
END CROWN TRANSITION
CENTERLINE FG = 2762.44
WEST EX = 2762.28
WEST ToC = 2762.58
EAST EX = 2763.11
EAST ToC = 2762.58

132 STA: 9+65.20
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

133 STA: 9+83.82
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

134 STA: 10+15.07
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

135 STA: 10+34.57
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

136 STA: 10+49.38
GRADE BREAK
CENTERLINE FG = 2761.53
WEST EX = 2762.80
WEST ToC = 2761.67
EAST EX = 2763.19
EAST ToC = 2761.67

137 STA: 10+83.23
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

138 STA: 11+02.83
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

STATE OF TEXAS
JUL 23 2021
JOSHUA C. FERGUSON
117692
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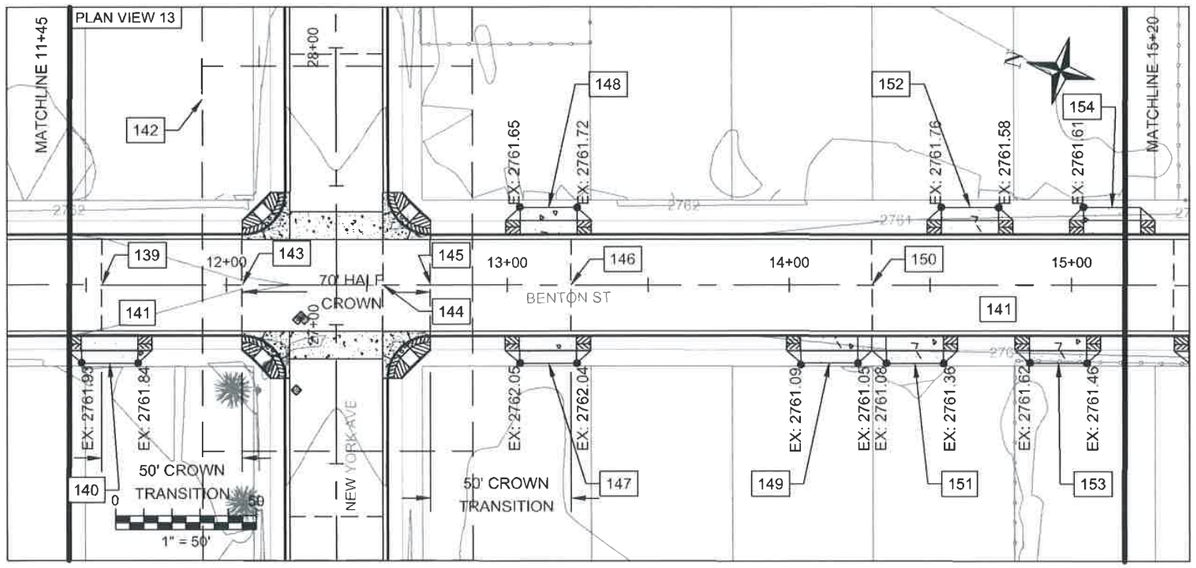
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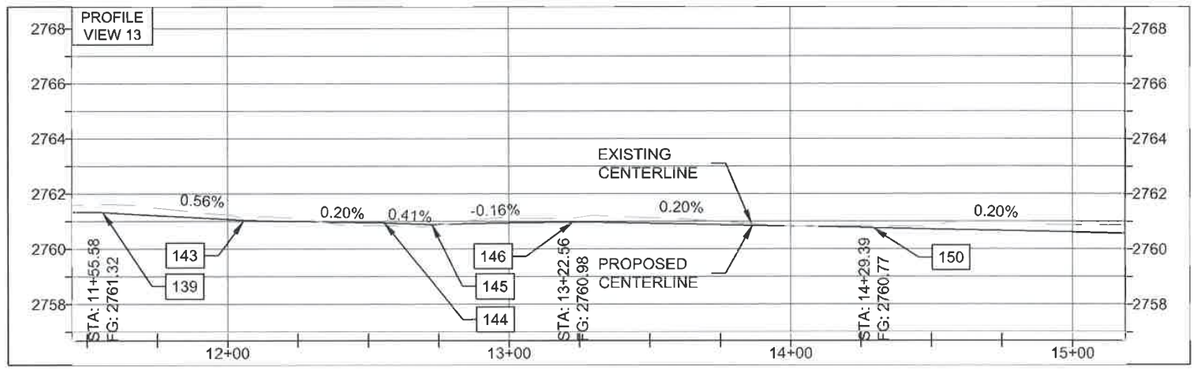
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12 OF 15

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10.348
August 10, 2021





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PAVEMENT KEYED NOTES:

141 STA: 11+55.58
START CROWN TRANSITION
CENTERLINE FG = 2761.32
WEST EX = 2761.55
WEST ToC = 2761.67
EAST EX = 2762.11
EAST ToC = 2761.67

140 STA: 11+58.66
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

141 1375-SY HMAC PAVEMENT PER SHEET 11

142 SEE SHEET 42 AND 59.

143 STA: 12+05.56
END CROWN TRANSITION
CENTERLINE FG = 2761.04

144 STA: 12+55.56
GRADE BREAK
CENTERLINE FG = 2760.94

145 STA: 12+72.56
START CROWN TRANSITION
CENTERLINE FG = 2760.87

146 STA: 13+22.56
END CROWN TRANSITION
CENTERLINE FG = 2760.95
WEST EX = 2760.90
WEST ToC = 2761.09
EAST EX =2761.11
EAST ToC = 2761.09

147 STA: 13+14.44
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

148 STA: 13+14.56
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

149 STA: 14+14.21
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

150 STA: 14+29.39
GRADE BREAK
CENTERLINE FG = 2760.73
WEST EX = 2760.96
WEST ToC = 2760.87
EAST EX = 2761.41
EAST ToC = 2760.87

151 STA: 14+44.58
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

152 STA: 14+64.05
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

153 STA: 14+95.31
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

154 STA: 15+14.33
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

STATE OF TEXAS
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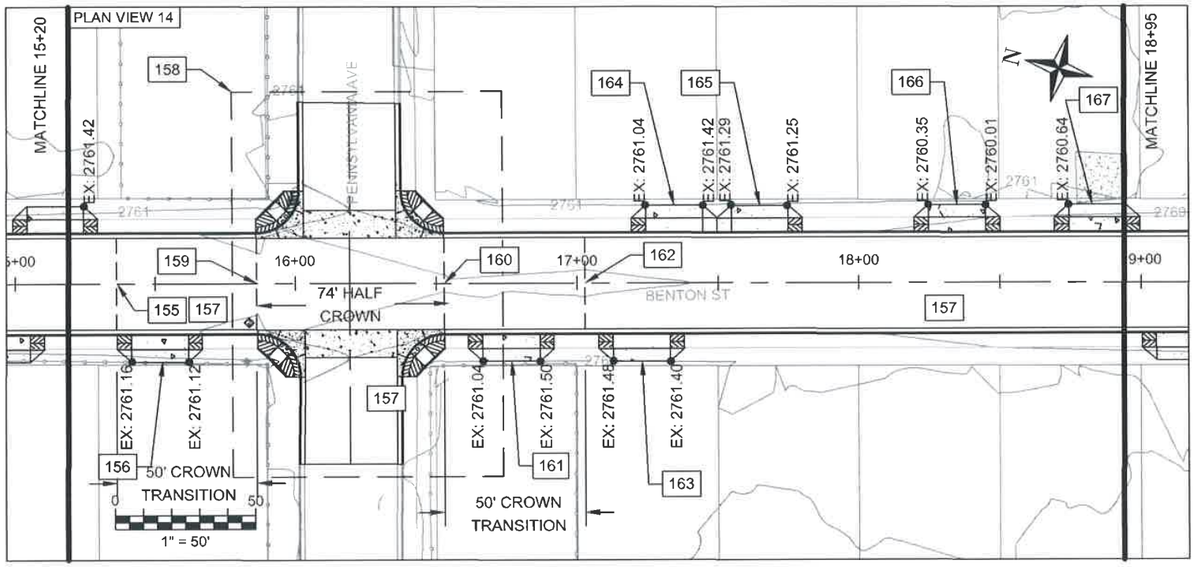
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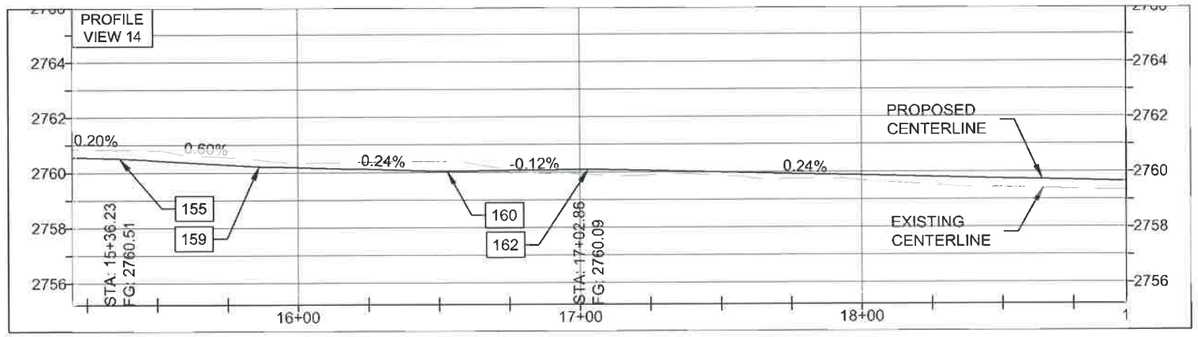
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File: 2020BP20-01 NEW YORK AVE

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PAVEMENT KEYED NOTES:

155 STA: 15+36.23
START CROWN TRANSITION
CENTERLINE FG = 2760.51
WEST EX = 2760.79
WEST ToC = 2760.65
EAST EX = 2761.04
EAST ToC = 2760.65

156 STA: 15+51.77
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

157 1648-SY HMAC PAVEMENT PER SHEET 11

158 SEE SHEET 66.

159 STA: 15+86.23
END CROWN TRANSITION
CENTERLINE FG = 2760.21

160 STA: 16+52.86
START CROWN TRANSITION
CENTERLINE FG = 2760.03

161 STA: 16+76.69
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

162 STA: 17+02.86
END CROWN TRANSITION
CENTERLINE FG = 2760.09
WEST EX = 2760.42
WEST ToC = 2760.23
EAST EX = 2760.24
EAST ToC = 2760.23

163 STA: 17+24.83
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

164 STA: 17+34.47
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

165 STA: 17+64.74
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

166 STA: 18+34.51
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

167 STA: 18+84.37
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

PAVING NOTES:

A) ALL NEW PAVEMENT IS TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

C) ALL CONCRETE PAVEMENT, VALLEY GUTTERS, FILLETS, CURBS, RAMPS, ALLEY APPROACHES, DRIVEWAYS, AND SIDEWALKS ARE TO BE FIBER REINFORCED PER CITY DETAILS.

D) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

E) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

F) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

G) ALL ALLEY APPROACHES ARE 20.0' WIDE AT THROAT UNLESS OTHERWISE NOTED.

H) ALL RESIDENTIAL DRIVEWAYS ARE 20.0' WIDE AT THROAT UNLESS OTHERWISE NOTED.

I) ALL COMMERCIAL DRIVEWAYS ARE 30.0' WIDE AT THROAT UNLESS OTHERWISE NOTED.

J) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

811 Know what's below. Call before you dig.

Rev. No	Date	Description
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4		
3		
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1	7/13/21	REVISED CONTOURS AND ADDED GRADES.
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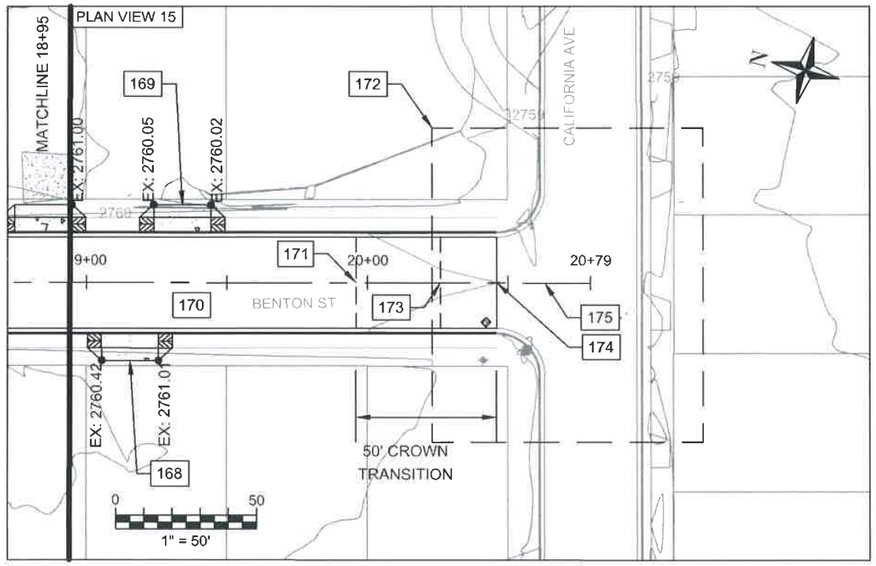
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PROJECT NO BP20-01
Date: JUNE 2021

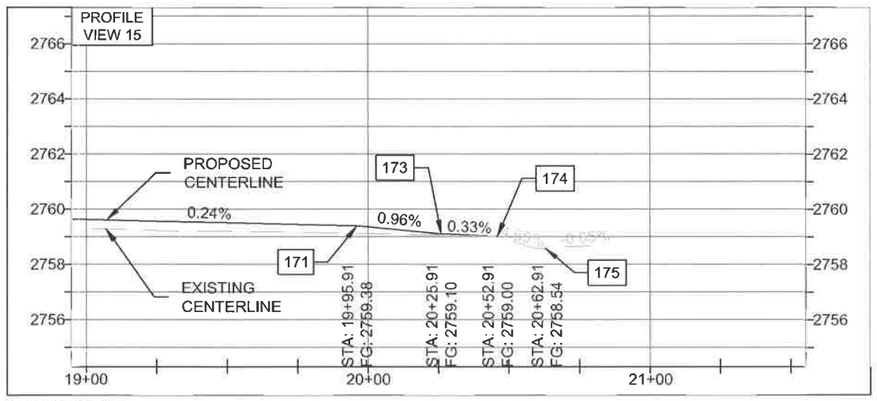
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
PLAN & PROFILE
14 OF 15

Scale: NTS
File : 2020\BP20-01 NEW YORK AVE

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PAVEMENT KEYED NOTES:

168 STA: 19+15.55
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

169 STA: 19+34.09
29.7-SY - 6" RESIDENTIAL DRIVEWAY APPROACH

170 685-SY HMAC PAVEMENT PER SHEET 11

171 STA: 19+95.91
START CROWN TRANSITION
CENTERLINE FG = 2759.38
WEST EX = 2759.31
WEST ToC = 2759.52
EAST EX = 2759.17
EAST ToC = 2759.52

172 SEE SHEET 67.

173 STA: 20+25.91
GRADE BREAK
CENTERLINE FG = 2759.10
WEST EX = 2759.25
WEST ToC = 2759.43
EAST EX = 2759.43
EAST ToC = 2759.43

174 STA: 20+52.91
END CROWN TRANSITION
END PAVEMENT
EX. CENTERLINE FG = 2759.00
EX. WEST ToC = 2759.21
EX. EAST ToC = 2759.33

175 STA: 20+62.91
END PROJECT
N: 10692860.666
E: 1764561.360
EX. CENTERLINE FG = 2758.54

PAVING NOTES:

A) ALL NEW PAVEMENT IS TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

C) ALL CONCRETE PAVEMENT, VALLEY GUTTERS, FILLETS, CURBS, RAMPS, ALLEY APPROACHES, DRIVEWAYS, AND SIDEWALKS ARE TO BE FIBER REINFORCED PER CITY DETAILS.

D) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

E) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

F) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

G) ALL ALLEY APPROACHES ARE 20.0' WIDE AT THROAT UNLESS OTHERWISE NOTED.

H) ALL RESIDENTIAL DRIVEWAYS ARE 20.0' WIDE AT THROAT UNLESS OTHERWISE NOTED.

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J) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

811 Know what's below. Call before you dig.

Rev. No	Date	Description
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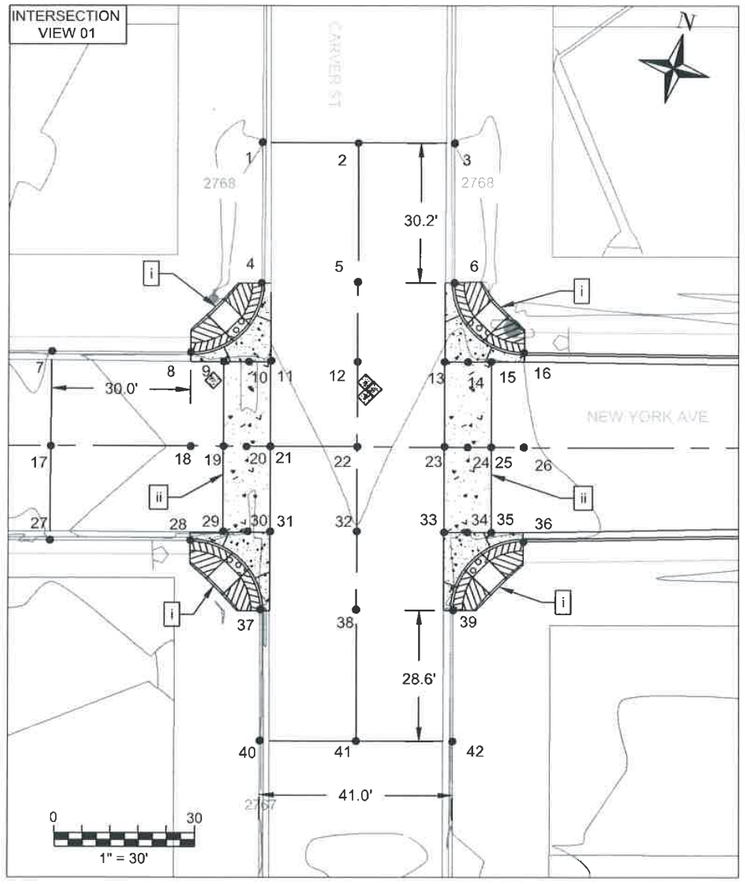
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VERT.: 1:5
HORIZ.: 1:50
PROJECT NO. BP20-01
Date: JUNE 2021

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
PLAN & PROFILE
15 OF 15

Scale: NTS
File : 2020\BP20-01 NEW YORK AVE

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PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

ii 41.1-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

PAVING NOTES:

A) ALL PROPOSED INFRASTRUCTURE IS TO MATCH EXISTING INFRASTRUCTURE ELEVATIONS AT ALL TIE-IN LOCATIONS REGARDLESS OF GRADES SHOWN.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

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E) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

F) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

CARVER STREET INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10693087.84	1761852.14	2767.52
2	EX CL	10693092.94	1761871.92	2767.62
3	EX TOC	10693098.03	1761891.79	2767.57
4	TOC	10693058.32	1761859.62	2767.46
5	CL	10693063.61	1761879.38	2767.30
6	TOC	10693068.78	1761899.36	2767.48
7	EX TOC	10693032.69	1761819.88	2767.38
8	TOC	10693040.52	1761848.80	2767.36
9	FG	10693039.86	1761856.08	2766.85
10	FL	10693041.10	1761860.92	2766.84
11	FG	10693042.37	1761865.76	2766.90
12	CL	10693046.98	1761883.75	2767.13
13	FG	10693051.77	1761901.64	2766.93
14	FL	10693052.96	1761906.42	2766.89
15	FG	10693054.25	1761911.32	2766.93
16	TOC	10693057.92	1761917.61	2767.45
17	EX CL	10693012.90	1761824.83	2767.24
18	CL	10693020.31	1761853.90	2766.96
19	CL	10693021.93	1761860.66	2766.89
20	CL FL	10693023.31	1761865.29	2766.82
21	CL	10693024.44	1761870.39	2766.88
22	CL	10693029.22	1761888.30	2767.09
23	CL	10693033.80	1761906.23	2766.87
24	CL FL	10693034.95	1761910.32	2766.83
25	CL	10693036.32	1761915.95	2766.87
26	CL	10693038.07	1761922.70	2766.95
27	EX TOC	10692992.91	1761829.82	2767.40
28	TOC	10693000.41	1761859.03	2767.36
29	FG	10693003.99	1761865.25	2766.85
30	FL	10693005.45	1761870.13	2766.80
31	FG	10693006.51	1761875.02	2766.85
32	CL	10693011.29	1761892.92	2767.05
33	FG	10693015.86	1761910.81	2766.81
34	FL	10693017.13	1761915.72	2766.77
35	FG	10693018.37	1761920.56	2766.81
36	TOC	10693018.17	1761927.77	2767.31
37	TOC	10692989.52	1761877.30	2767.29
38	CL	10692994.80	1761897.13	2767.07
39	TOC	10692999.92	1761916.95	2767.27
40	EX TOC	10692962.00	1761884.35	2767.26
41	EX CL	10692967.14	1761904.20	2767.10
42	EX TOC	10692972.21	1761924.11	2767.18

811 Know what's below. Call before you dig.

Rev. No.	Date	Description
2	7/13/21	REVISED CONTOURS AND ADDED GRADES.
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CHECKED: JCF
APPROVED: JCF
VERT.: N / A
HORIZ.: 1:30
PROJECT NO. BP20-01
Date: JUNE 2021

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
1 OF 16

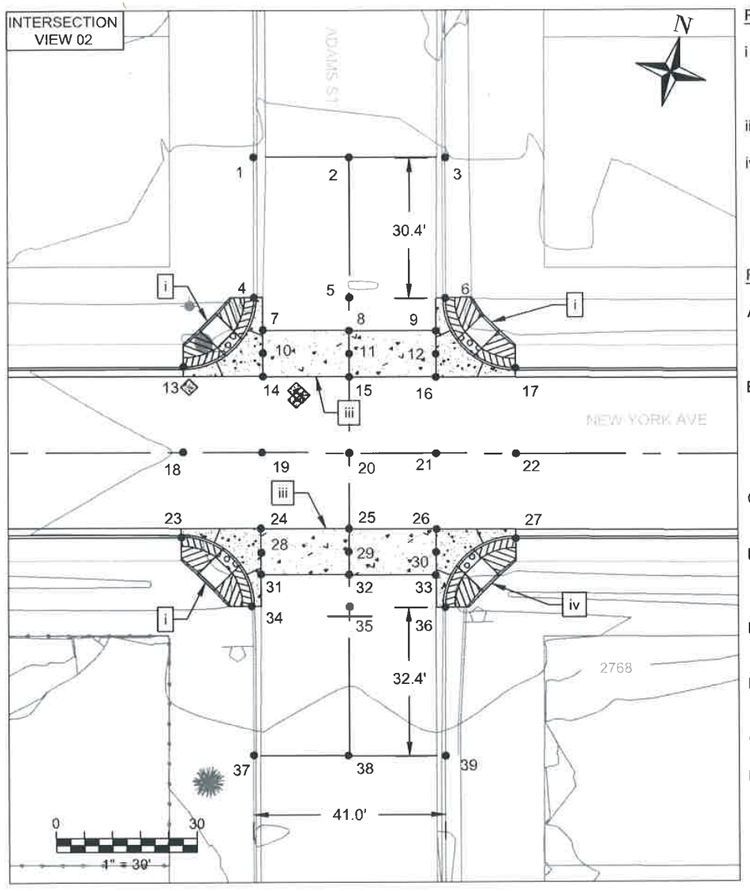
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OF 83

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PACKET
10.352
August 10, 2021

INTERSECTION VIEW 02



PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

iii 36.7-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

iv 19.1-SY - TYPE 12A CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB
14.0-LF - CONCRETE SHORT WALL 12" TALL. SEE DETAIL D03(A) & (B), SHEET 79.

PAVING NOTES:

A) ALL PROPOSED INFRASTRUCTURE IS TO MATCH EXISTING INFRASTRUCTURE ELEVATIONS AT ALL TIE-IN LOCATIONS REGARDLESS OF GRADES SHOWN.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

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D) ALL CONCRETE PAVEMENT, VALLEY GUTTERS, FILLETS, CURBS, RAMPS, ALLEY APPROACHES, DRIVEWAYS, AND SIDEWALKS ARE TO BE FIBER REINFORCED PER CITY DETAILS.

E) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

F) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

ADAMS STREET INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10693181.59	1762220.16	2767.46
2	EX CL	10693186.72	1762239.98	2767.24
3	EX TOC	10693191.77	1762259.80	2767.38
4	TOC	10693152.19	1762227.67	2767.25
5	CL	10693157.27	1762247.51	2766.69
6	TOC	10693162.27	1762267.33	2767.00
7	FG	10693145.91	1762231.36	2766.70
8	CL	10693150.44	1762249.26	2766.56
9	FG	10693154.96	1762267.16	2766.42
10	FL	10693140.66	1762232.68	2766.66
11	CL FL	10693145.59	1762250.50	2766.52
12	FL	10693149.81	1762268.47	2766.38
13	TOC	10693133.94	1762216.85	2767.32
14	FG	10693136.21	1762233.80	2766.70
15	CL	10693140.74	1762251.71	2766.56
16	FG	10693145.32	1762269.60	2766.42
17	TOC	10693151.41	1762285.59	2766.80
18	CL	10693116.01	1762221.38	2767.04
19	CL	10693120.19	1762237.72	2766.88
20	CL	10693124.76	1762255.82	2766.74
21	CL	10693129.29	1762273.70	2766.60
22	CL	10693133.51	1762290.25	2766.53
23	TOC	10693098.01	1762225.63	2767.32
24	FG	10693104.15	1762241.63	2766.70
25	CL	10693108.73	1762259.72	2766.56
26	FG	10693113.30	1762277.80	2766.42
27	TOC	10693115.57	1762294.77	2766.80
28	FL	10693099.11	1762242.92	2766.66
29	CL FL	10693103.91	1762261.05	2766.52
30	FL	10693108.34	1762279.07	2766.38
31	FG	10693094.46	1762244.08	2766.70
32	CL	10693099.04	1762262.19	2766.56
33	FG	10693103.61	1762280.28	2766.42
34	TOC	10693087.19	1762243.91	2767.26
35	CL	10693092.40	1762264.10	2766.69
36	TOC	10693097.21	1762284.14	2767.02
37	EX TOC	10693055.32	1762252.36	2767.53
38	EX CL	10693060.98	1762272.14	2767.28
39	EX TOC	10693065.90	1762291.98	2767.51

811 Know what's below. Call before you dig.

Rev. No	Date	Description
1	7/13/21	REVISED CONTOURS AND ADDED GRADES.
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CHECKED: JCF 4
APPROVED: JCF 3
VERT.: N/A 2
HORIZ.: 1:30 1
PROJECT NO. BP20-01 0
Date: JUNE 2021

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
2 OF 16

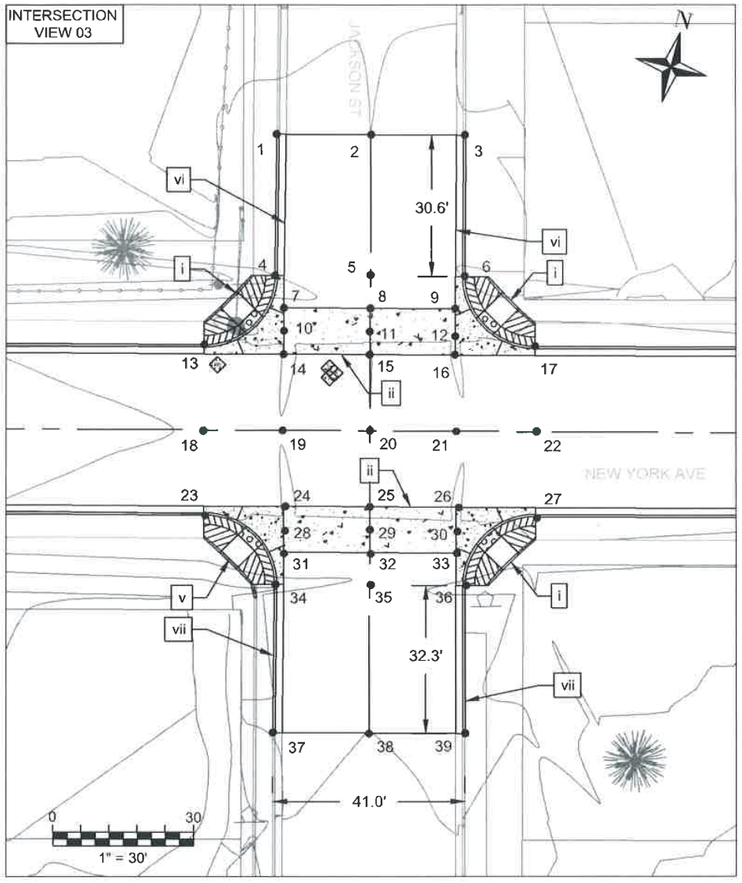
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53
OF 83

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PACKET
10.353
August 10, 2021

INTERSECTION VIEW 03



PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

ii 41.1-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

v 19.1-SY - TYPE 12A CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB
17.0-LF - CONCRETE SHORT WALL 20" TALL. SEE DETAIL D03(A) & (B), SHEET 79.

vi 30.6-LF - 6" TYPE A STANDARD CURB

vii 32.3-LF - 6" TYPE A STANDARD CURB

PAVING NOTES:

A) ALL PROPOSED INFRASTRUCTURE IS TO MATCH EXISTING INFRASTRUCTURE ELEVATIONS AT ALL TIE-IN LOCATIONS REGARDLESS OF GRADES SHOWN.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

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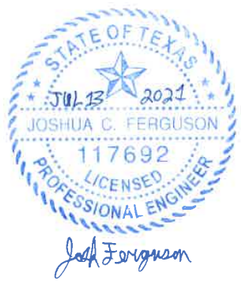
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G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.



EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

JACKSON STREET INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10693272.74	1762577.81	2766.46
2	EX CL	10693277.72	1762597.43	2766.31
3	EX TOC	10693282.66	1762616.82	2766.47
4	TOC	10693243.04	1762585.12	2765.48
5	CL	10693248.10	1762604.89	2765.00
6	TOC	10693252.99	1762624.46	2765.39
7	FG	10693236.76	1762588.82	2764.76
8	CL	10693241.24	1762606.55	2764.70
9	FG	10693245.72	1762624.25	2764.64
10	FL	10693231.15	1762590.22	2764.72
11	CL FL	10693236.39	1762607.77	2764.66
12	FL	10693240.28	1762625.95	2764.60
13	TOC	10693224.79	1762574.30	2765.31
14	FG	10693227.04	1762591.18	2764.76
15	CL	10693231.54	1762609.00	2764.70
16	FG	10693236.10	1762627.00	2764.64
17	TOC	10693242.27	1762643.00	2765.09
18	CL	10693206.84	1762578.76	2765.04
19	CL	10693210.85	1762595.15	2764.94
20	CL	10693215.59	1762613.21	2764.88
21	CL	10693220.12	1762631.09	2764.82
22	CL	10693224.39	1762647.62	2764.82
23	TOC	10693188.84	1762583.41	2765.31
24	FG	10693194.99	1762599.04	2764.76
25	CL	10693199.62	1762617.37	2764.70
26	FG	10693204.13	1762635.18	2764.64
27	TOC	10693206.43	1762652.26	2765.09
28	FL	10693190.56	1762600.74	2764.72
29	CL FL	10693194.78	1762618.59	2764.66
30	FL	10693199.66	1762636.33	2764.60
31	FG	10693185.43	1762602.02	2764.76
32	CL	10693189.92	1762619.78	2764.70
33	FG	10693194.49	1762637.65	2764.64
34	TOC	10693178.17	1762601.84	2765.46
35	CL	10693183.20	1762621.50	2764.93
36	FG	10693188.15	1762641.32	2765.36
37	EX TOC	10693146.31	1762609.65	2766.36
38	EX CL	10693151.94	1762629.50	2766.01
39	EX TOC	10693156.91	1762649.39	2766.35

811 Know what's below. Call before you dig.

Rev No.	Date	Description
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1	7/13/21	REVISED CONTOURS AND ADDED GRADES.
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DRAWN: PAK
CHECKED: JCF
APPROVED: JCF
VERT.: N/A
HORIZ.: 1:30
PROJECT NO. BP20-01
Date: JUNE 2021

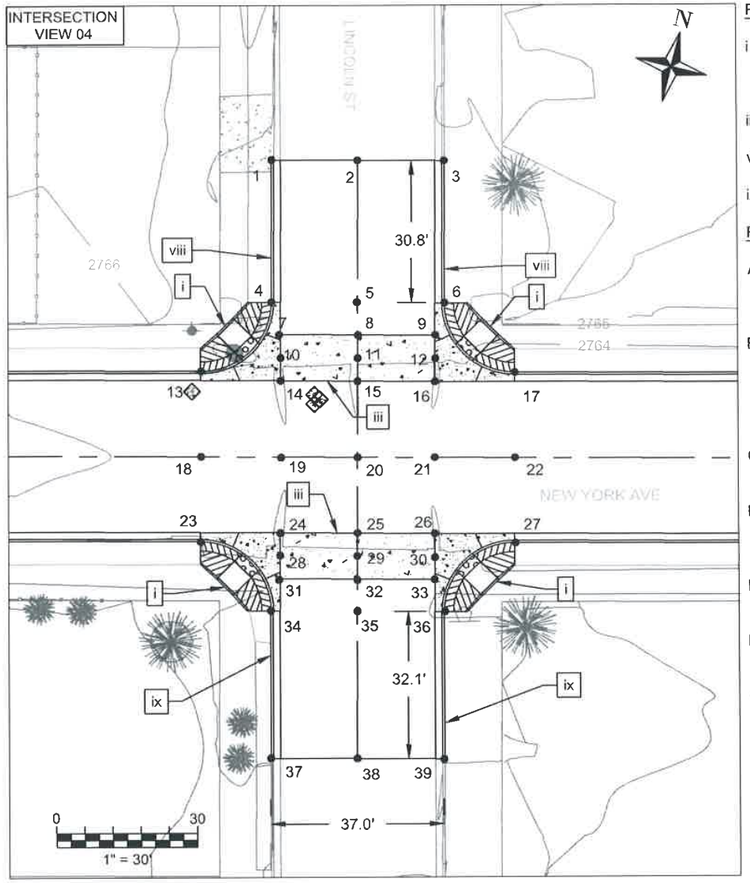
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
3 OF 16

Scale: NTS
File : 2020\BP20-01 NEW YORK AVE

54
OF 83

File: P:\Engineering Services\Engineering Projects\2019\19-04 New York NW HOUSING Paving\C SHEETS\19-04 NY.dwg Jul 13, 2021 - 4:19pm joshgolson



PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

iii 36.7-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

viii 30.8-LF - 6" TYPE A STANDARD CURB

ix 32.1-LF - 6" TYPE A STANDARD CURB

PAVING NOTES:

A) ALL PROPOSED INFRASTRUCTURE IS TO MATCH EXISTING INFRASTRUCTURE ELEVATIONS AT ALL TIE-IN LOCATIONS REGARDLESS OF GRADES SHOWN.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

C) ALL NEW PAVEMENT IS TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE.

D) ALL CONCRETE PAVEMENT, VALLEY GUTTERS, FILLETS, CURBS, RAMPS, ALLEY APPROACHES, DRIVEWAYS, AND SIDEWALKS ARE TO BE FIBER REINFORCED PER CITY DETAILS.

E) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

F) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

LINCOLN STREET INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10693362.16	1762929.10	2765.12
2	EX CL	10693366.71	1762946.98	2764.84
3	EX TOC	10693371.24	1762964.81	2765.20
4	TOC	10693332.37	1762936.60	2764.34
5	CL	10693336.93	1762954.55	2763.84
6	TOC	10693341.43	1762972.42	2764.27
7	FG	10693326.08	1762940.27	2763.66
8	CL	10693330.15	1762956.28	2763.61
9	FG	10693334.22	1762972.20	2763.56
10	FL	10693320.95	1762941.58	2763.62
11	CL FL	10693325.27	1762957.50	2763.57
12	FL	10693329.11	1762973.50	2763.51
13	TOC	10693314.12	1762925.78	2764.21
14	FG	10693316.39	1762942.75	2763.66
15	CL	10693320.46	1762958.74	2763.61
16	FG	10693324.46	1762974.67	2763.56
17	TOC	10693330.61	1762990.67	2764.00
18	CL	10693296.27	1762930.40	2763.94
19	CL	10693300.45	1762946.98	2763.84
20	CL	10693304.48	1762962.81	2763.79
21	CL	10693308.48	1762978.76	2763.74
22	CL	10693312.70	1762995.30	2763.73
23	TOC	10693278.26	1762934.92	2764.21
24	FG	10693284.41	1762950.89	2763.66
25	CL	10693288.45	1762966.87	2763.61
26	FG	10693292.48	1762982.85	2763.56
27	TOC	10693294.79	1762999.93	2764.00
28	FL	10693279.55	1762952.13	2763.62
29	CL FL	10693283.60	1762968.10	2763.57
30	FL	10693287.71	1762984.08	2763.51
31	FG	10693274.72	1762953.34	2763.66
32	CL	10693278.79	1762969.35	2763.61
33	FG	10693282.89	1762985.44	2763.56
34	TOC	10693267.45	1762953.16	2764.35
35	CL	10693272.00	1762971.07	2763.86
36	FG	10693276.51	1762988.99	2764.26
37	EX TOC	10693236.27	1762961.11	2765.19
38	EX CL	10693240.86	1762979.12	2764.94
39	EX TOC	10693245.38	1762996.89	2765.13

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

811 Know what's below. Call before you dig.

DRAWN:	PAK
CHECKED:	JCF
APPROVED:	JCF
VERT.:	N / A
HORIZ.:	1:30
PROJECT NO.	BP20-01
Date:	JUNE 2021

Rev. No.	Date	Description
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1	7/13/21	REVISED CONTOURS AND ADDED GRADES.
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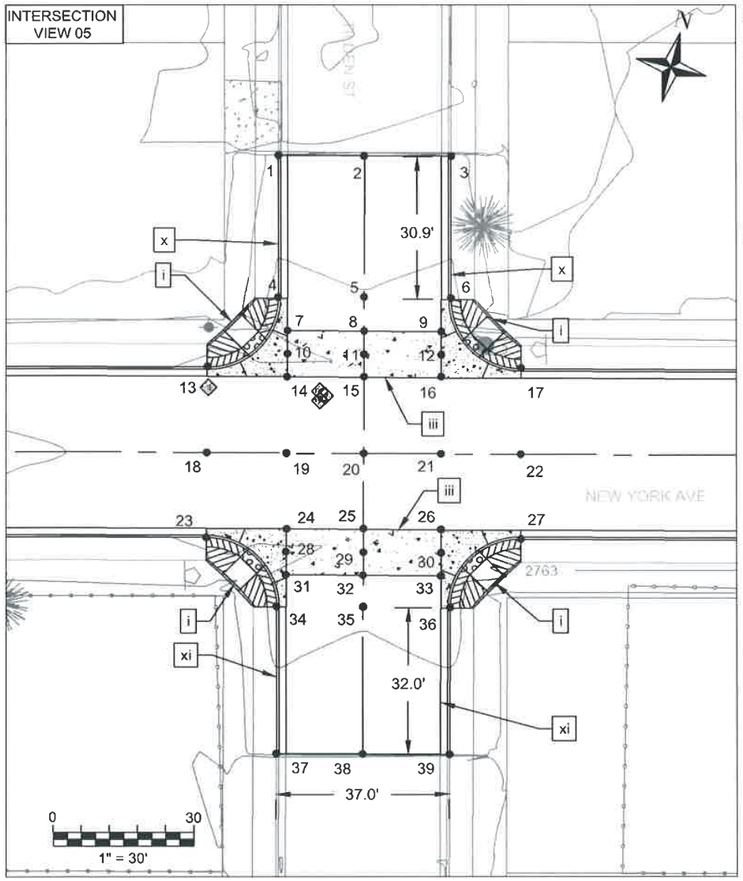
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
4 OF 16

Scale: NTS | File: 2020\BP20-01 NEW YORK AVE

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INTERSECTION VIEW 05



PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

iii 36.7-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

x 30.9-LF - 6" TYPE A STANDARD CURB

xi 32.0-LF - 6" TYPE A STANDARD CURB

PAVING NOTES:

A) ALL PROPOSED INFRASTRUCTURE IS TO MATCH EXISTING INFRASTRUCTURE ELEVATIONS AT ALL TIE-IN LOCATIONS REGARDLESS OF GRADES SHOWN.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

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D) ALL CONCRETE PAVEMENT, VALLEY GUTTERS, FILLETS, CURBS, RAMPS, ALLEY APPROACHES, DRIVEWAYS, AND SIDEWALKS ARE TO BE FIBER REINFORCED PER CITY DETAILS.

E) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

F) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

TILDEN STREET INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10693450.96	1763277.84	2764.11
2	EX CL	10693455.47	1763295.64	2763.80
3	EX TOC	10693460.01	1763313.57	2764.20
4	TOC	10693421.03	1763285.46	2763.27
5	CL	10693425.58	1763303.33	2762.76
6	TOC	10693430.07	1763321.19	2763.20
7	FG	10693414.75	1763289.18	2762.58
8	CL	10693418.77	1763305.08	2762.52
9	FG	10693422.79	1763320.99	2762.47
10	FL	10693409.90	1763290.38	2762.53
11	CL FL	10693413.92	1763306.30	2762.48
12	FL	10693417.95	1763322.24	2762.43
13	TOC	10693402.78	1763274.64	2763.13
14	FG	10693405.03	1763291.61	2762.58
15	CL	10693409.09	1763307.53	2762.52
16	FG	10693413.10	1763323.47	2762.47
17	TOC	10693419.23	1763339.38	2762.92
18	CL	10693384.84	1763279.16	2762.85
19	CL	10693389.06	1763295.65	2762.76
20	CL	10693393.09	1763311.61	2762.70
21	CL	10693397.12	1763327.57	2762.65
22	CL	10693401.29	1763344.02	2762.64
23	TOC	10693366.82	1763283.82	2763.13
24	FG	10693373.08	1763299.69	2762.58
25	CL	10693377.16	1763315.67	2762.52
26	FG	10693381.26	1763331.65	2762.47
27	TOC	10693383.41	1763348.64	2762.92
28	FL	10693368.20	1763300.88	2762.53
29	CL FL	10693372.25	1763316.91	2762.48
30	FL	10693376.29	1763332.92	2762.43
31	FG	10693363.35	1763302.11	2762.58
32	CL	10693367.41	1763318.16	2762.52
33	FG	10693371.45	1763334.16	2762.47
34	TOC	10693356.09	1763301.97	2763.20
35	CL	10693360.66	1763319.88	2762.72
36	FG	10693365.16	1763337.93	2763.11
37	EX TOC	10693325.58	1763311.87	2763.80
38	EX CL	10693329.64	1763327.79	2763.63
39	EX TOC	10693333.69	1763343.77	2763.76

STATE OF TEXAS
JUL 13 2021
JOSHUA C FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

811 Know what's below. Call before you dig.

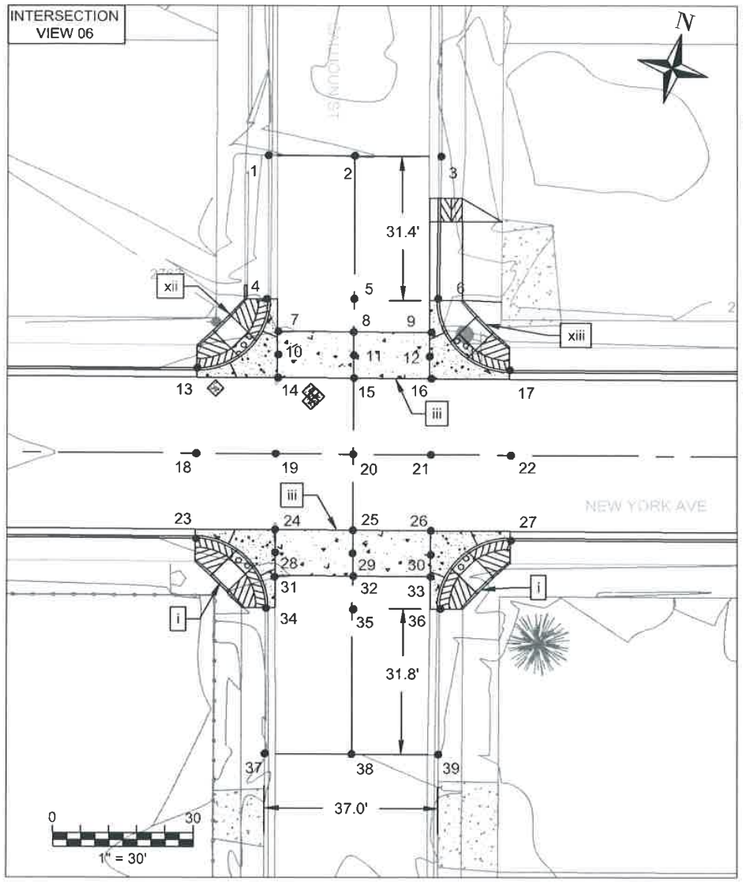
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CHECKED:	JCF	4					
APPROVED:	JCF	3					
VERT.:	N / A	2					
HORIZ.:	1:30	1	7/13/21	REVISED CONTOURS AND ADDED GRADES			
PROJECT NO.	BP20-01	0	_/_/_	IFC			
Date:	JUNE 2021	Rev. No	Date	Description			

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
5 OF 16

Scale: NTS | File : 2020\BP20-01 NEW YORK AVE

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PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

iii 36.7-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

xii 19.1-SY - TYPE 12A CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB
17.0-LF - CONCRETE SHORT WALL 16.5" TALL. SEE DETAIL D03(A) & (B), SHEET 79.

xiii 19.1-SY - TYPE 12A CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB
17.0-LF - CONCRETE SHORT WALL 18" TALL. SEE DETAIL D03(A) & (B), SHEET 79.

PAVING NOTES:

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G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

CALHOUN STREET INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10693539.78	1763626.69	2762.16
2	EX CL	10693544.33	1763644.54	2761.90
3	EX TOC	10693548.87	1763662.40	2762.11
4	TOC	10693509.70	1763634.38	2762.15
5	CL	10693514.26	1763652.22	2761.66
6	TOC	10693518.67	1763669.81	2762.08
7	FG	10693503.42	1763638.08	2761.65
8	CL	10693507.41	1763653.85	2761.61
9	FG	10693511.40	1763669.63	2761.57
10	FL	10693497.85	1763639.48	2761.61
11	CL FL	10693502.59	1763655.19	2761.57
12	FL	10693505.91	1763671.00	2761.53
13	TOC	10693491.22	1763623.52	2762.18
14	FG	10693493.73	1763640.53	2761.65
15	CL	10693497.71	1763656.30	2761.61
16	FG	10693501.70	1763672.08	2761.57
17	TOC	10693507.36	1763688.18	2762.02
18	CL	10693473.52	1763628.09	2761.91
19	CL	10693477.54	1763644.48	2761.83
20	CL	10693481.64	1763660.54	2761.79
21	CL	10693485.73	1763676.54	2761.75
22	CL	10693490.12	1763693.04	2761.76
23	TOC	10693455.51	1763632.60	2762.18
24	FG	10693461.67	1763648.37	2761.65
25	CL	10693465.77	1763664.59	2761.61
26	FG	10693469.82	1763680.62	2761.57
27	TOC	10693472.01	1763697.60	2762.02
28	FL	10693455.93	1763650.04	2761.61
29	CL FL	10693460.93	1763665.83	2761.57
30	FL	10693465.31	1763681.77	2761.53
31	FG	10693452.03	1763651.03	2761.65
32	CL	10693456.08	1763667.07	2761.61
33	FG	10693460.13	1763683.09	2761.57
34	TOC	10693444.75	1763650.83	2762.15
35	CL	10693449.34	1763668.79	2761.66
36	FG	10693453.85	1763686.76	2762.11
37	EX TOC	10693413.73	1763659.40	2762.13
38	EX CL	10693418.46	1763676.68	2761.90
39	EX TOC	10693423.03	1763694.61	2762.27

811 Know what's below. Call before you dig.

DRAWN:	PAK
CHECKED:	JCF
APPROVED:	JCF
VERT.:	N / A
HORIZ.:	1:30
PROJECT NO	BP20-01
Date:	JUNE 2021

Rev. No.	Date	Description
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1	7/13/21	REVISED CONTOURS AND ADDED GRADES.
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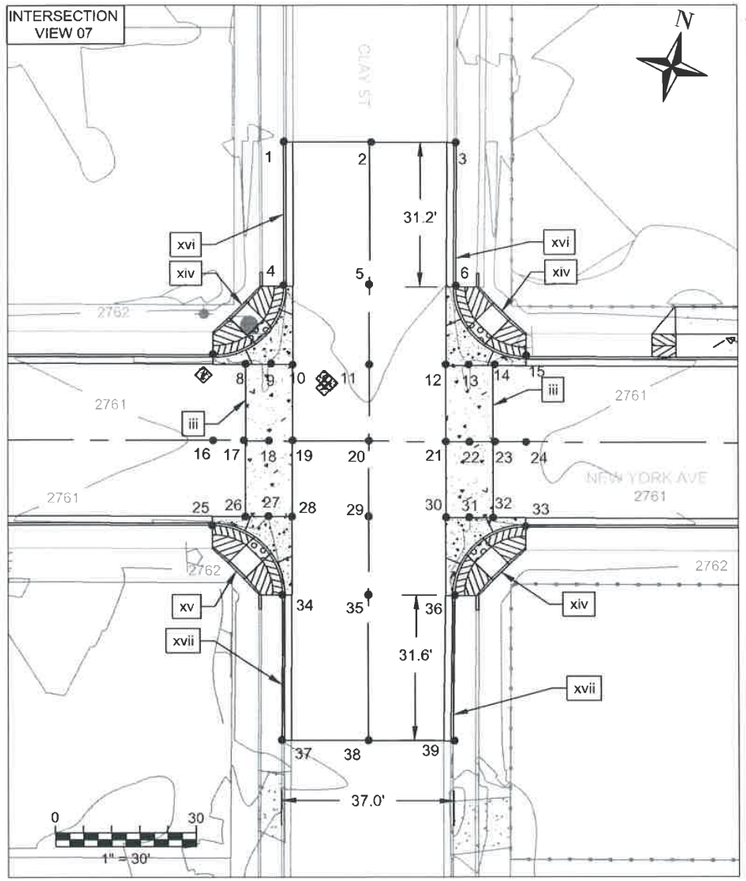
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
6 OF 16

Scale: NTS | File: 2020\BP20-01 NEW YORK AVE

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INTERSECTION VIEW 07



PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

iii 36.7-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

xiv 19.1-SY - TYPE 12A CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB
17.0-LF - CONCRETE SHORT WALL 12" TALL. SEE DETAIL D03(A) & (B), SHEET 79.

xv 19.1-SY - TYPE 12A CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB
17.0-LF - CONCRETE SHORT WALL 15" TALL. SEE DETAIL D03(A) & (B), SHEET 79.

xvi 31.2-LF - 6" TYPE A STANDARD CURB

xvii 31.6-LF - 6" TYPE A STANDARD CURB

PAVING NOTES:

A) ALL PROPOSED INFRASTRUCTURE IS TO MATCH EXISTING INFRASTRUCTURE ELEVATIONS AT ALL TIE-IN LOCATIONS REGARDLESS OF GRADES SHOWN.

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STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

CLAY STREET INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10693628.67	1763975.81	2761.62
2	EX CL	10693633.20	1763993.62	2761.54
3	EX TOC	10693637.74	1764011.42	2761.69
4	TOC	10693598.44	1763983.52	2761.50
5	CL	10693602.97	1764001.31	2761.18
6	TOC	10693607.50	1764019.12	2761.56
7	TOC	10693580.19	1763972.70	2761.45
8	FG	10693579.98	1763979.98	2760.93
9	FL	10693581.20	1763984.73	2760.89
10	FG	10693582.46	1763989.66	2760.93
11	CL	10693586.49	1764005.51	2761.11
12	FG	10693590.48	1764021.40	2761.00
13	FL	10693591.80	1764026.57	2760.96
14	FG	10693592.96	1764031.09	2761.00
15	TOC	10693596.63	1764037.38	2761.52
16	CL	10693562.28	1763977.33	2760.93
17	CL	10693564.01	1763984.02	2760.86
18	CL FL	10693565.21	1763988.87	2760.82
19	CL	10693566.47	1763993.71	2760.86
20	CL	10693570.50	1764009.58	2761.04
21	CL	10693574.49	1764025.48	2760.92
22	CL FL	10693575.73	1764030.32	2760.88
23	CL	10693576.98	1764035.16	2760.92
24	CL	10693578.72	1764042.01	2761.00
25	TOC	10693544.32	1763981.78	2761.32
26	FG	10693547.99	1763988.07	2760.79
27	FL	10693549.23	1763992.91	2760.75
28	FG	10693550.47	1763997.76	2760.79
29	CL	10693554.51	1764013.65	2760.97
30	FG	10693558.50	1764029.56	2760.85
31	FL	10693559.83	1764034.74	2760.81
32	FG	10693560.98	1764039.25	2760.85
33	TOC	10693560.77	1764046.52	2761.39
34	TOC	10693533.50	1764000.03	2761.23
35	CL	10693538.04	1764017.84	2760.91
36	TOC	10693543.02	1764037.64	2761.29
37	EX TOC	10693502.78	1764007.83	2761.10
38	EX CL	10693507.28	1764025.53	2760.95
39	EX TOC	10693511.86	1764043.50	2761.16

811 Know what's below. Call before you dig.

Rev. No	Date	Description
0	/ /	IFC
1	7/13/21	REVISED CONTOURS AND ADDED GRADES.
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DRAWN: PAK
CHECKED: JCF
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VERT.: N/A
HORIZ.: 1:30
PROJECT NO. BP20-01
Date: JUNE 2021

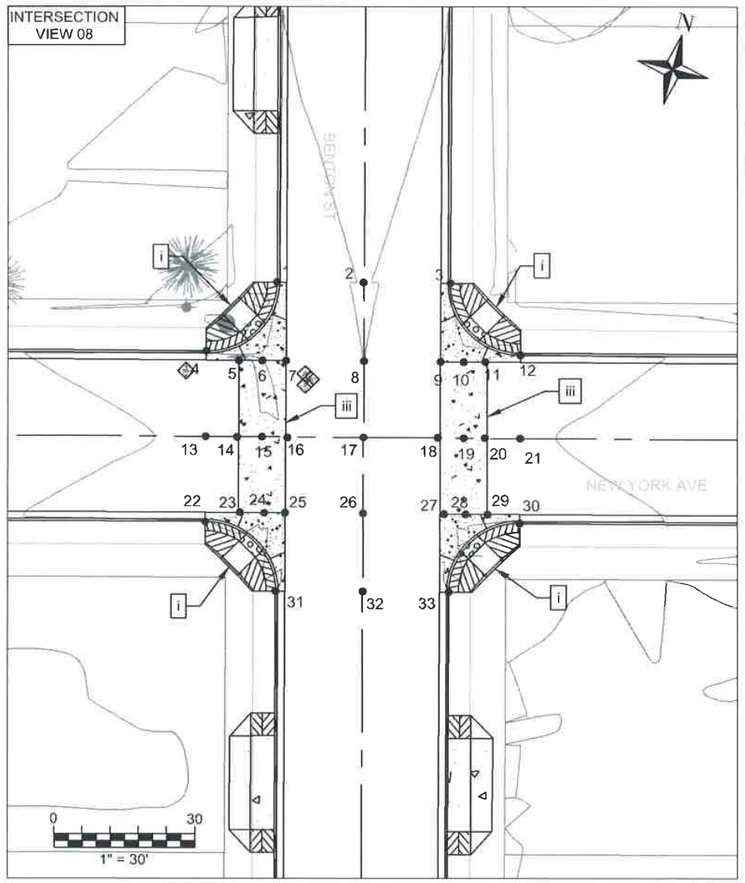
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
7 OF 16

Scale: NTS
File: 2020\BP20-01 NEW YORK AVE

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OF 83

File: P:\Engineering Services\Engineering Projects\2020\BP20-01 04 New York Ave\100 DWG\03 DWG\PKG Plans\C604 528 INT.dwg Jul 13, 2021 - 4:18pm pkingston



PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

iii 36.7-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

PAVING NOTES:

A) ALL PROPOSED INFRASTRUCTURE IS TO MATCH EXISTING INFRASTRUCTURE ELEVATIONS AT ALL TIE-IN LOCATIONS REGARDLESS OF GRADES SHOWN.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

C) ALL NEW PAVEMENT IS TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE.

D) ALL CONCRETE PAVEMENT, VALLEY GUTTERS, FILLETS, CURBS, RAMPS, ALLEY APPROACHES, DRIVEWAYS, AND SIDEWALKS ARE TO BE FIBER REINFORCED PER CITY DETAILS.

E) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

F) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

BENTON STREET INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	TOC	10693686.91	1764331.74	2761.36
2	CL	10693691.48	1764349.69	2761.04
3	TOC	10693696.04	1764367.65	2761.36
4	TOC	10693668.66	1764320.91	2761.36
5	FG	10693668.47	1764328.19	2760.83
6	FL	10693669.70	1764333.03	2760.79
7	FG	10693670.93	1764337.88	2760.83
8	CL	10693675.00	1764353.89	2761.01
9	FG	10693679.08	1764369.91	2760.83
10	FL	10693680.31	1764374.75	2760.79
11	FG	10693681.55	1764379.60	2760.83
12	TOC	10693685.22	1764385.88	2761.39
13	CL	10693650.76	1764325.48	2760.87
14	CL	10693652.49	1764332.26	2760.79
15	CL FL	10693653.71	1764337.10	2760.75
16	CL	10693654.95	1764341.95	2760.79
17	CL	10693659.05	1764358.08	2760.97
18	CL	10693663.09	1764373.98	2760.79
19	CL FL	10693664.32	1764378.83	2760.75
20	CL	10693665.55	1764383.67	2760.79
21	CL	10693667.28	1764390.45	2760.90
22	TOC	10693632.81	1764330.05	2761.29
23	FG	10693636.49	1764336.33	2760.76
24	FL	10693637.72	1764341.18	2760.71
25	FG	10693638.96	1764346.02	2760.76
26	CL	10693643.05	1764362.15	2760.94
27	FG	10693647.10	1764378.05	2760.76
28	FL	10693648.33	1764382.90	2760.71
29	FG	10693649.57	1764387.74	2760.76
30	TOC	10693649.35	1764395.02	2761.33
31	TOC	10693621.99	1764348.30	2761.19
32	CL	10693626.55	1764366.24	2760.87
33	TOC	10693631.12	1764384.20	2761.19

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

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No.	Description	Date
1	REVISED CONTOURS AND ADDED GRADES.	7/13/21
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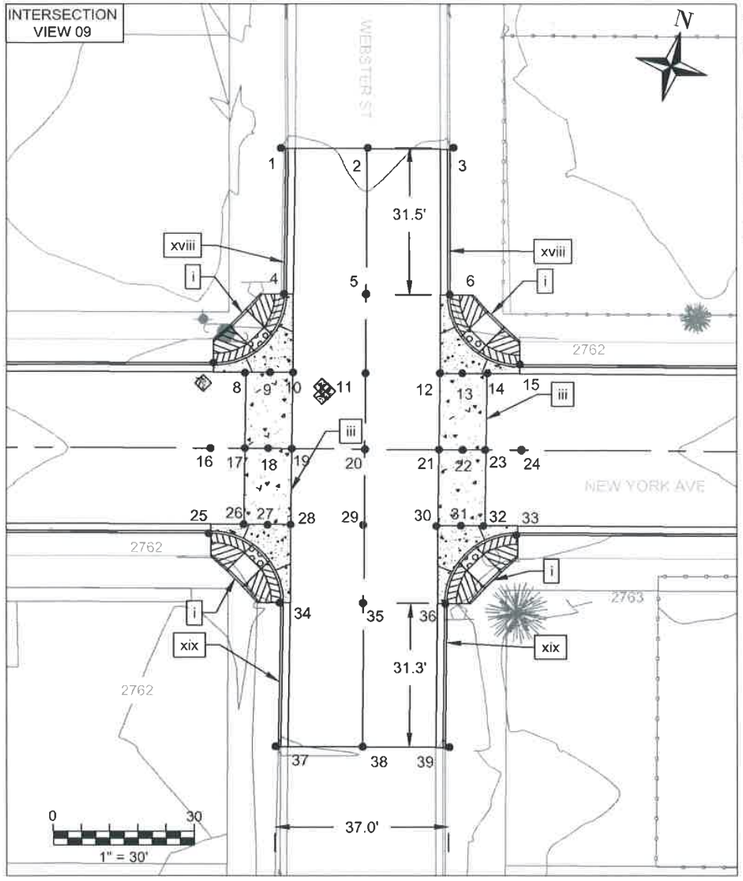
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CHECKED: JCF
APPROVED: JCF
VERT: N / A
HORIZ: 1:30
PROJECT NO. BP20-01
Date: JUNE 2021

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
8 OF 16

Scale: NTS
File: 2020\BP20-01 NEW YORK AVE

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PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

iii 36.7-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

xviii 31.5-LF - 6" TYPE A STANDARD CURB

xix 31.3-LF - 6" TYPE A STANDARD CURB

PAVING NOTES:

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STATE OF TEXAS
JUL 23 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

WEBSTER STREET INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10693806.28	1764673.40	2762.49
2	EX CL	10693810.82	1764691.22	2762.37
3	EX TOC	10693815.66	1764708.95	2762.49
4	TOC	10693775.93	1764681.89	2762.29
5	CL	10693780.19	1764698.89	2761.77
6	TOC	10693784.21	1764716.25	2762.27
7	TOC	10693757.68	1764671.07	2762.21
8	FG	10693757.47	1764678.35	2761.69
9	FL	10693758.78	1764683.46	2761.64
10	FG	10693759.95	1764883.04	2761.69
11	CL	10693763.71	1764703.02	2761.87
12	FG	10693767.64	1764718.43	2761.66
13	FL	10693768.82	1764723.12	2761.62
14	FG	10693770.01	1764728.14	2761.66
15	TOC	10693773.80	1764734.40	2762.19
16	CL	10693739.64	1764675.20	2761.65
17	CL	10693741.35	1764682.26	2761.57
18	CL FL	10693742.74	1764687.06	2761.53
19	CL	10693743.91	1764691.92	2761.57
20	CL	10693747.73	1764707.03	2761.75
21	CL	10693751.64	1764722.32	2761.53
22	CL FL	10693752.81	1764727.18	2761.49
23	CL	10693754.00	1764732.04	2761.53
24	CL	10693755.92	1764739.03	2761.62
25	TOC	10693721.65	1764679.85	2762.00
26	FG	10693725.52	1764686.08	2761.45
27	FL	10693726.81	1764691.63	2761.41
28	FG	10693728.00	1764693.77	2761.45
29	CL	10693731.69	1764711.04	2761.63
30	FG	10693735.40	1764726.27	2761.41
31	FL	10693736.85	1764731.29	2761.36
32	FG	10693737.76	1764735.99	2761.41
33	TOC	10693737.73	1764743.71	2761.97
34	TOC	10693710.91	1764698.07	2761.85
35	CL	10693715.20	1764715.18	2761.53
36	TOC	10693720.16	1764734.09	2761.80
37	EX TOC	10693680.24	1764704.85	2761.65
38	EX CL	10693684.57	1764722.85	2761.42
39	EX TOC	10693689.38	1764740.74	2761.58

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DRAWN:	PAK
CHECKED:	JCF
APPROVED:	JCF
VERT.:	N / A
HORIZ.:	1:30
PROJECT NO.	BP20-01
Date:	JUNE 2021

Rev. No.	Date	Description
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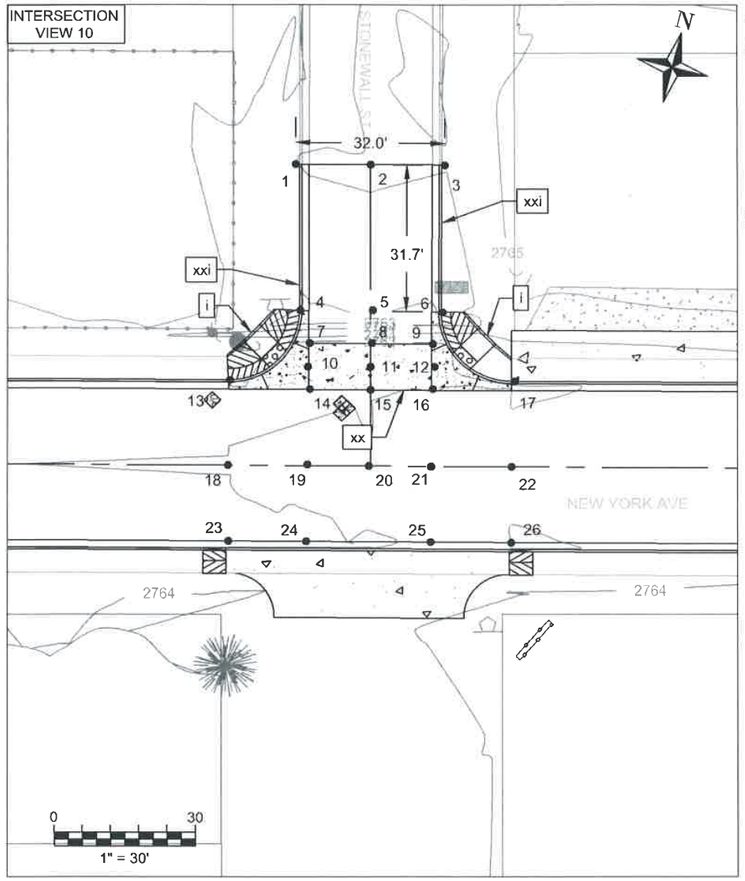
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
9 OF 16

Scale: NTS | File: 2020\BP20-01 NEW YORK AVE

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OF 83

File: P:\Engineering Services\Engineering Projects\2020\BP\20-04 New York Wt 103 DWG\Sh3 | 7WDP\ANG Plans\C-604 528 INT.dwg Jul 13 '2021 - 4:18pm pshipton



PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

xx 35.6-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

xxi 31.7-LF - 6" TYPE A STANDARD CURB

PAVING NOTES:

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F) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

STONEWALL STREET INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10693895.66	1765024.43	2763.97
2	EX CL	10693899.61	1765039.95	2764.22
3	EX TOC	10693903.46	1765055.32	2763.99
4	TOC	10693865.29	1765033.10	2763.52
5	CL	10693868.03	1765048.09	2763.19
6	TOC	10693872.60	1765062.44	2763.63
7	FG	10693858.92	1765036.82	2762.94
8	CL	10693862.12	1765049.54	2763.01
9	FG	10693865.33	1765062.42	2763.07
10	FL	10693853.68	1765038.14	2762.90
11	CL FL	10693857.30	1765050.88	2762.96
12	FL	10693860.18	1765063.54	2763.03
13	TOC	10693846.90	1765022.22	2763.37
14	FG	10693849.22	1765039.27	2762.94
15	CL	10693852.46	1765052.14	2763.01
16	FG	10693855.63	1765064.71	2763.07
17	TOC	10693861.78	1765080.69	2763.64
18	CL	10693829.05	1765026.83	2763.10
19	CL	10693833.07	1765043.21	2763.12
20	CL	10693836.49	1765056.30	2763.19
21	CL	10693839.66	1765068.77	2763.25
22	CL	10693843.94	1765085.30	2763.36
23	FG	10693813.03	1765030.97	2762.87
24	FG	10693817.00	1765047.15	2762.94
25	FG	10693823.68	1765072.86	2763.07
26	FG	10693827.96	1765089.43	2763.14

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

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Description	Date	Rev. No.
REVISED CONTOURS AND ADDED GRADES.	7/13/21	1
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DRAWN: PAK 5
CHECKED: JCF 4
APPROVED: JCF 3
VERT.: N/A 2
HORIZ.: 1:30 1
PROJECT NO BP20-01 0
Date: JUNE 2021 Rev. No. Date

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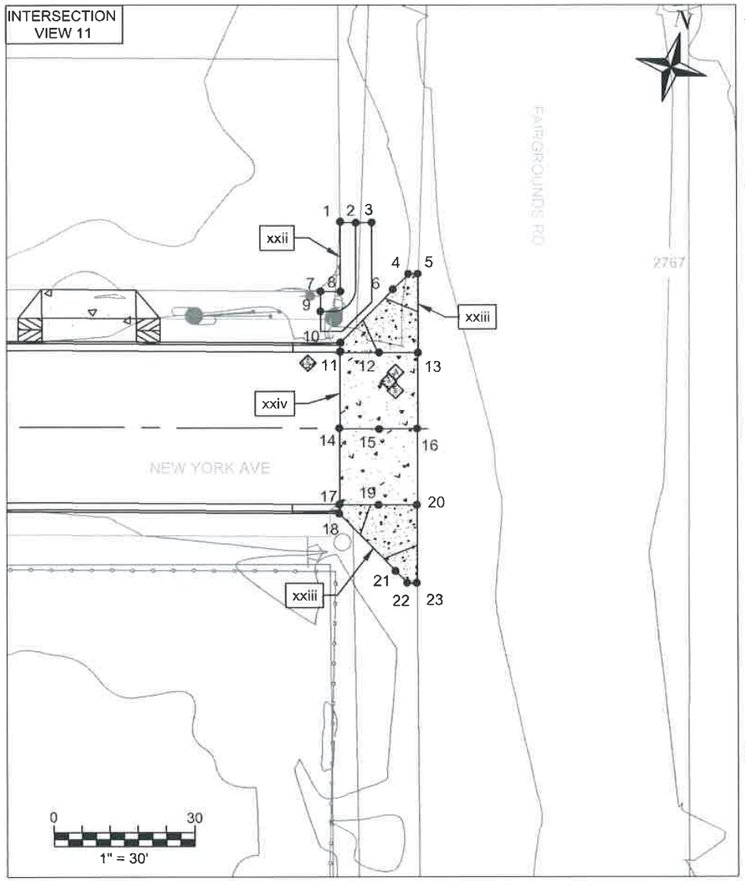
NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
10 OF 16

Scale: NTS
File: 2020\BP20-01 NEW YORK AVE

61
OF 83

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PACKET
10.361
August 10, 2021



PAVEMENT KEYED NOTES:

xxii 4.22-CY - EARTH BERM

xxiii 19.6-SY - 6" REINFORCED CONCRETE FILLET WITH NO CURB

xxiv 68.2-SY - REINFORCED CONCRETE VALLEY GUTTER, 16.5' WIDE

PAVING NOTES:

A) ALL PROPOSED INFRASTRUCTURE IS TO MATCH EXISTING INFRASTRUCTURE ELEVATIONS AT ALL TIE-IN LOCATIONS REGARDLESS OF GRADES SHOWN.

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H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

STABILIZATION NOTES:

a) USE SEED MIXTURE DESCRIBED IN GENERAL NOTE H OF SHEET 08 TO STABILIZE EARTH BERM. SURFACE AREA OF EARTH BERM IS APPROXIMATELY 19-SY.

b) PLACE EROSION CONTROL MATS OVER BERM SURFACE ONCE SEEDS AND FERTILIZER HAVE BEEN PLACED.

FAIRGROUNDS ROAD INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	FG	10693991.92	1765486.374	2767.00
2	FG	10693992.62	1765489.691	2766.50
3	FG	10693993.48	1765492.97	2766.40
4	FG	10693986.66	1765502.91	2765.88
5	EX FG	10693987.15	1765504.85	2765.88
6	FL	10693982.96	1765500.79	2765.32
7	FG	10693976.27	1765486.17	2766.60
8	FG	10693977.35	1765490.24	2766.60
9	FG	10693972.11	1765487.20	2766.40
10	TOC	10693968.51	1765492.50	2765.36
11	FG	10693966.58	1765493.00	2765.36
12	FL	10693966.67	1765501.53	2765.29
13	EX FG	10693970.68	1765509.06	2765.82
14	CL	10693948.64	1765497.54	2765.31
15	CL FL	10693950.68	1765505.57	2765.24
16	EX CL	10693952.72	1765513.61	2765.76
17	FG	10693931.25	1765501.95	2765.26
18	TOC	10693928.75	1765502.60	2765.26
19	FL	10693934.69	1765509.64	2765.19
20	EX FG	10693934.81	1765518.14	2765.71
21	FL	10693920.12	1765516.71	2765.16
22	FG	10693917.84	1765520.42	2765.66
23	EX FG	10693918.34	1765522.35	2765.66

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
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Josh Ferguson

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PROJECT NO. BP20-01
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MIDLAND Engineering Services

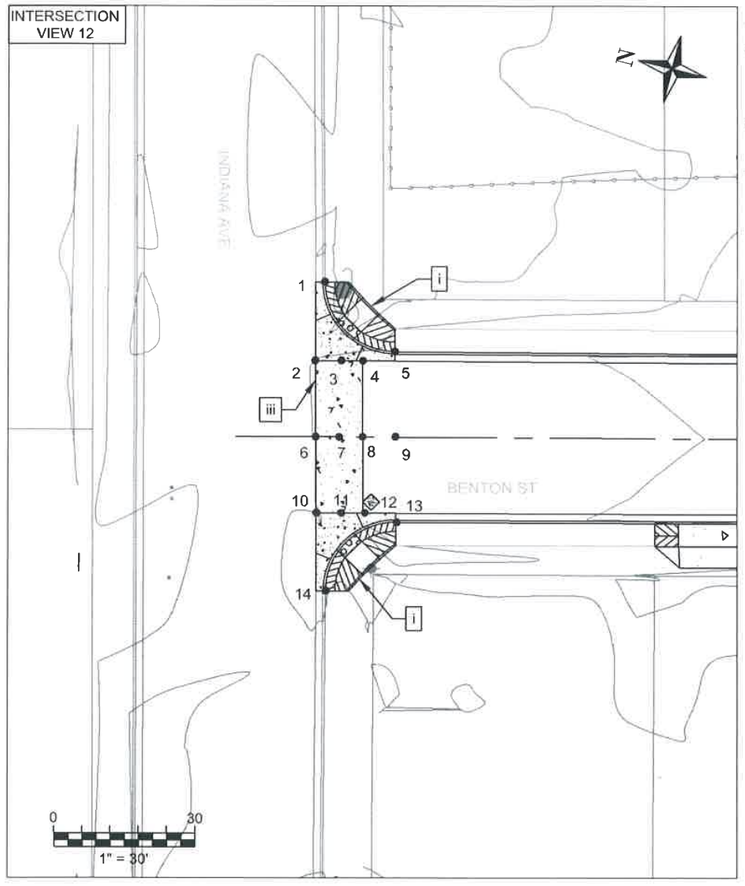
NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
11 OF 16

Scale: NTS
File: 2020\BP20-01 NEW YORK AVE

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OF 83

File: P:\Engineering Services\Engineering Projects\2019\19-24 New York Wt\03 DWG\53 17\WD\PVNG Plans\C-524-528 INT.dwg Jul 13, 2021 - 4:17pm johnston

INTERSECTION VIEW 12



PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

iii 36.7-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

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INDIANA AVENUE INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10694752.76	1764114.16	2772.54
2	EX FG	10694750.49	1764097.19	2772.00
3	FL	10694746.18	1764098.29	2771.92
4	FG	10694740.80	1764099.67	2771.84
5	TOC	10694734.51	1764103.34	2772.23
6	EX CL	10694743.21	1764081.27	2771.97
7	CL FL	10694741.36	1764082.49	2771.89
8	CL	10694736.54	1764083.79	2771.81
9	CL	10694729.74	1764085.46	2771.74
10	EX FG	10694741.93	1764065.32	2771.93
11	FL	10694736.89	1764066.61	2771.86
12	FG	10694732.24	1764067.80	2771.78
13	TOC	10694724.96	1764067.59	2772.17
14	EX TOC	10694735.78	1764049.35	2772.39

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

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Rev. No	Date	Description
1	7/13/21	REVISED CONTOURS AND ADDED GRADES
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CHECKED: JCF
APPROVED: JCF
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PROJECT NO. BP20-01
Date: JUNE 2021

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
12 OF 16

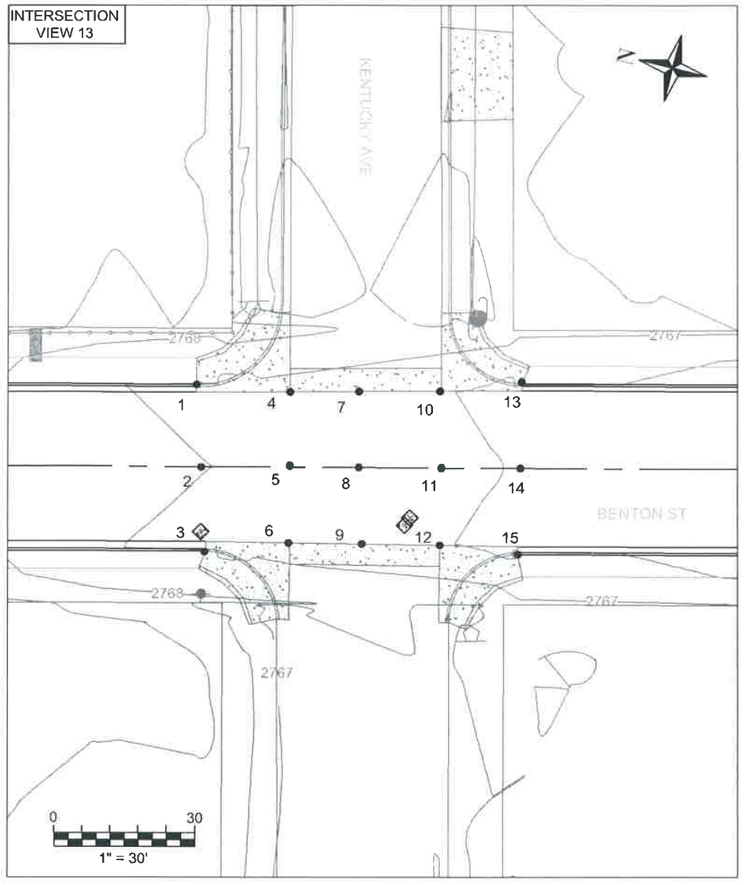
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PACKET
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August 10, 2021

INTERSECTION VIEW 13



PAVING NOTES:

A) ALL PROPOSED INFRASTRUCTURE IS TO MATCH EXISTING INFRASTRUCTURE ELEVATIONS AT ALL TIE-IN LOCATIONS REGARDLESS OF GRADES SHOWN.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

C) ALL NEW PAVEMENT IS TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE.

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E) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

F) ALL VALLEY GUTTERS ARE 10.0' WIDE UNLESS OTHERWISE NOTED.

G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

KENTUCKY AVENUE INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX TOC	10694423.05	1764144.55	2767.40
2	CL	10694428.63	1764162.03	2767.02
3	EX TOC	10694434.11	1764179.08	2767.34
4	EX FG	10694406.11	1764150.89	2766.70
5	CL	10694410.26	1764166.81	2766.73
6	EX FG	10694414.35	1764182.57	2766.55
7	EX FG	10694391.28	1764154.49	2766.52
8	CL	10694395.73	1764170.51	2766.47
9	EX FG	10694400.13	1764186.37	2766.29
10	EX FG	10694375.06	1764158.42	2766.34
11	CL	10694379.08	1764174.67	2766.21
12	EX FG	10694383.11	1764190.92	2766.03
13	EX TOC	10694358.44	1764160.65	2766.65
14	CL	10694362.78	1764178.83	2765.94
15	EX TOC	10694367.00	1764196.74	2766.26

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
FG	FINISH GRADE

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117692
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PROFESSIONAL ENGINEER

Josh Ferguson

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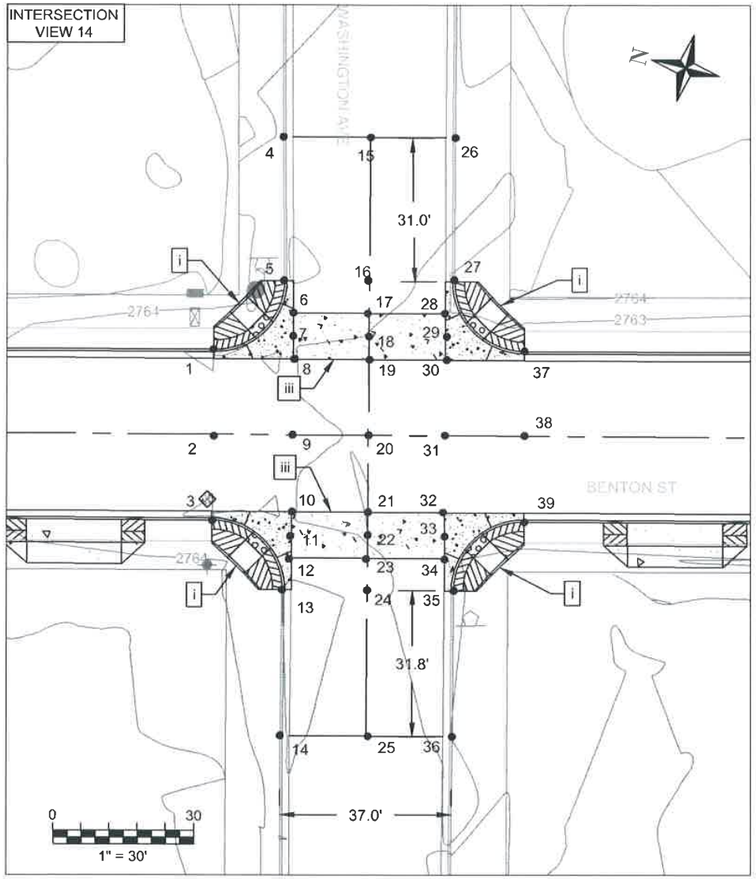
NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
13 OF 16

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OF 83

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INTERSECTION VIEW 14



PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

iii 36.7-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

PAVING NOTES:

A) ALL PROPOSED INFRASTRUCTURE IS TO MATCH EXISTING INFRASTRUCTURE ELEVATIONS AT ALL TIE-IN LOCATIONS REGARDLESS OF GRADES SHOWN.

B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

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E) SEAL ALL CONCRETE PAVEMENT JOINTS WITH TXDOT DMS-6310 SL-2 SEALANT OR CITY APPROVED EQUAL.

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G) ALL FILLET RADII ARE 15.0' UNLESS OTHERWISE NOTED.

H) ALL SIDEWALK SHOWN IS EXISTING OR FUTURE BY OTHERS UNLESS OTHERWISE NOTED.

WASHINGTON AVENUE INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	TOC	10694054.31	1764238.14	2763.60
2	CL	10694058.85	1764256.28	2763.28
3	TOC	10694063.33	1764274.23	2763.60
4	EX TOC	10694028.46	1764196.39	2763.54
5	TOC	10694036.06	1764227.32	2763.47
6	FG	10694035.85	1764234.59	2762.95
7	FL	10694037.15	1764239.64	2762.91
8	FG	10694038.33	1764244.28	2762.95
9	CL	10694042.37	1764260.48	2763.13
10	FG	10694046.34	1764276.37	2762.95
11	FL	10694047.61	1764280.98	2762.91
12	FG	10694048.80	1764286.06	2762.95
13	TOC	10694052.48	1764292.35	2763.49
14	EX TOC	10694060.04	1764322.50	2763.66
15	EX CL	10694010.70	1764200.91	2763.38
16	CL	10694018.04	1764230.04	2762.91
17	CL	10694020.07	1764238.60	2762.80
18	CL FL	10694021.42	1764243.42	2762.76
19	CL	10694022.64	1764248.27	2762.80
20	CL	10694026.73	1764264.46	2762.98
21	CL	10694030.66	1764280.35	2762.80
22	CL FL	10694031.95	1764285.18	2762.76
23	CL	10694033.18	1764290.03	2762.80
24	CL	10694035.41	1764298.88	2762.89
25	EX CL	10694042.50	1764326.96	2763.27
26	EX TOC	10693992.93	1764205.43	2763.94
27	TOC	10694000.58	1764236.33	2763.29
28	FG	10694004.26	1764242.62	2762.65
29	FL	10694005.55	1764247.72	2762.61
30	FG	10694006.74	1764252.31	2762.65
31	CL	10694010.90	1764268.49	2762.83
32	FG	10694014.99	1764284.33	2762.65
33	FL	10694016.27	1764289.32	2762.61
34	FG	10694017.47	1764294.01	2762.65
35	TOC	10694017.26	1764301.29	2763.24
36	EX TOC	10694026.87	1764330.94	2763.67
37	TOC	10693989.76	1764254.58	2763.00
38	CL	10693994.43	1764272.69	2762.68
39	TOC	10693999.05	1764290.60	2763.00

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
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PROFESSIONAL ENGINEER
JUL 13 2021

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
CL FL	CENTERLINE VALLEY GUTTER FLOW LINE
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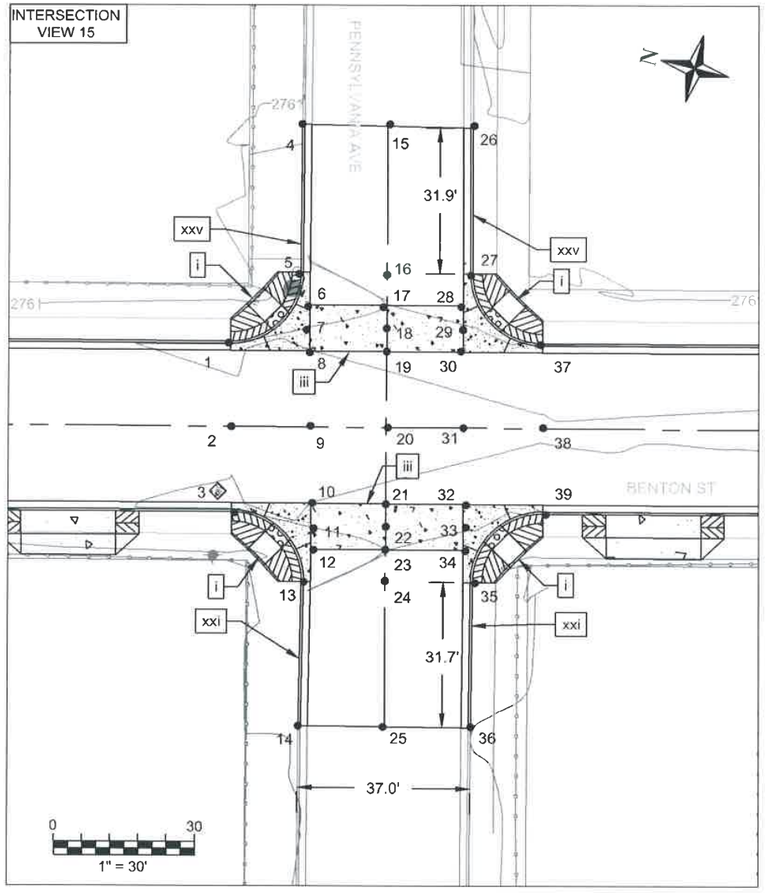
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
14 OF 16

Scale: NTS
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OF 83

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PAVEMENT KEYED NOTES:

i 19.1-SY - TYPE 12 CONCRETE PEDESTRIAN ACCESS RAMP
11.2-SY - 6" REINFORCED CONCRETE FILLET WITH INTEGRAL CURB

iii 36.7-SY - 6" REINFORCED CONCRETE VALLEY GUTTER, 10' WIDE

xxi 31.7-LF - 6" TYPE A STANDARD CURB

xxv 31.9-LF - 6" TYPE A STANDARD CURB

PAVING NOTES:

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B) MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATIONS WITH NEW INFRASTRUCTURE. MATCH EXISTING SURFACE ELEVATIONS AT BACK OF ALL NEW ALLEY APPROACHES AND NEW DRIVEWAY APPROACHES.

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PENNSYLVAINA AVENUE INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	TOC	10693317.76	1764425.80	2760.53
2	CL	10693322.61	1764443.74	2760.21
3	TOC	10693327.43	1764461.63	2760.53
4	EX TOC	10693292.21	1764384.30	2761.05
5	TOC	10693299.52	1764414.98	2760.59
6	FG	10693299.31	1764422.26	2759.99
7	FL	10693300.58	1764427.20	2759.95
8	FG	10693301.81	1764431.94	2759.99
9	CL	10693306.14	1764447.95	2760.17
10	FG	10693310.45	1764463.82	2759.99
11	FL	10693344.68	1764468.62	2759.95
12	FG	10693312.95	1764473.50	2759.99
13	TOC	10693316.66	1764480.01	2760.60
14	EX TOC	10693324.46	1764510.88	2761.09
15	EX CL	10693274.35	1764388.76	2760.79
16	CL	10693281.69	1764417.52	2760.09
17	CL	10693283.90	1764426.20	2759.94
18	CL FL	10693285.13	1764431.04	2759.90
19	CL	10693286.37	1764435.88	2759.94
20	CL	10693290.45	1764451.92	2760.12
21	CL	10693294.60	1764467.84	2759.94
22	CL FL	10693295.80	1764472.70	2759.90
23	CL	10693297.06	1764477.54	2759.94
24	CL	10693299.25	1764486.34	2760.12
25	EX CL	10693306.57	1764515.06	2760.95
26	EX TOC	10693256.52	1764393.38	2761.25
27	TOC	10693264.12	1764423.97	2760.55
28	FG	10693267.80	1764430.31	2759.89
29	FL	10693269.07	1764435.25	2759.85
30	FG	10693270.28	1764439.94	2759.89
31	CL	10693274.53	1764455.99	2760.07
32	FG	10693278.74	1764471.87	2759.89
33	FL	10693280.03	1764476.80	2759.85
34	FG	10693281.22	1764481.56	2759.89
35	TOC	10693281.03	1764488.83	2760.50
36	EX TOC	10693288.71	1764519.33	2760.96
37	TOC	10693253.30	1764442.22	2760.33
38	CL	10693258.06	1764460.18	2760.03
39	TOC	10693262.79	1764478.06	2760.33

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
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Josh Ferguson

EX TOC	EXISTING TOP OF CURB GRADE
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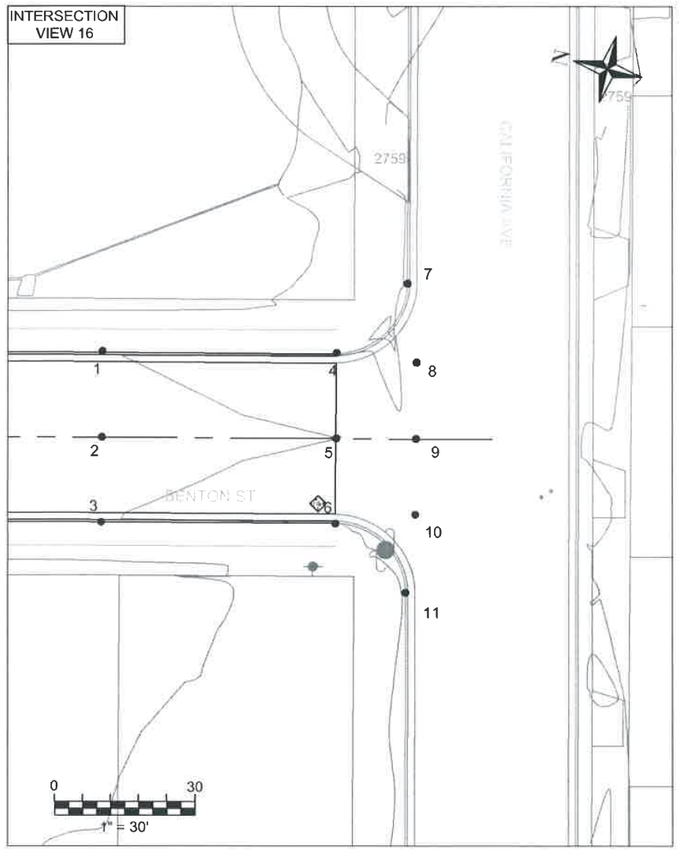
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PROJECT NO. BP20-01
Date: JUNE 2021

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NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
15 OF 16

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PAVING NOTES:

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CALIFORNIA AVENUE INTERSECTION GRADE POINT TABLE

POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	TOC	10692892.07	1764534.77	2759.45
2	CL	10692896.52	1764552.23	2758.95
3	TOC	10692900.96	1764569.66	2759.45
4	EX TOC	10692872.61	1764539.22	2759.21
5	EX CL	10692877.14	1764557.15	2759.00
6	EX TOC	10692881.67	1764575.10	2759.25
7	EX TOC	10692854.36	1764528.40	2759.03
8	EX FG	10692856.63	1764545.36	2758.53
9	EX CL	10692860.66	1764561.35	2758.54
10	EX FG	10692864.70	1764577.36	2758.54
11	EX TOC	10692870.85	1764593.34	2759.04

EX TOC	EXISTING TOP OF CURB GRADE
EX CL	EXISTING CENTERLINE GRADE
FL	VALLEY GUTTER FLOW LINE
TOC	TOP OF CURB GRADE
CL	CENTERLINE FINISH GRADE
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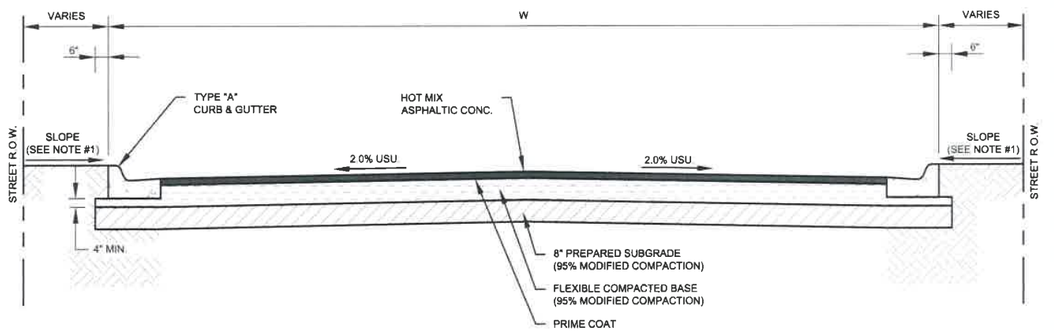
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NEW YORK AVENUE
PAVING BOND PROJECT
INTERSECTION PLAN
16 OF 16

Scale: NTS
File : 2020\BP20-01 NEW YORK AVE

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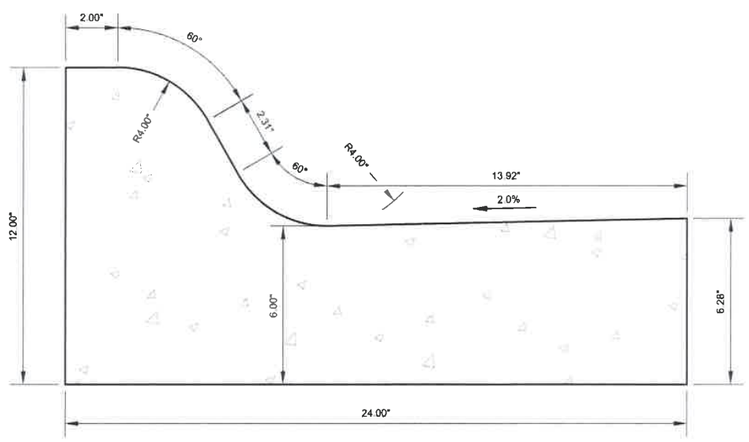


STREET DIMENSIONS			
W (FT)	ASPHALT THICKNESS (IN)	FLEXIBLE COMPACTED BASE THICKNESS (IN)	ASPHALT TYPE
*37	2D	8	TYPE "D"
*41	2D	8	
47	2D & 2C	8	TYPE "D" OVER TYPE "C"
77	2D & 3C	12	
79	2D & 3C	12	
113	2D & 3C	12	
TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS			
* REGARDLESS OF WIDTH, ROADS CLASSIFIED AS COLLECTOR ROADS MUST HAVE 2" TYPE "D" OVER 2" TYPE "C" ASPHALT WITH 8" BASE AND ROADS CLASSIFIED AS ARTERIAL ROADS MUST HAVE 2" TYPE "D" OVER 3" TYPE "C" ASPHALT WITH 12" BASE			

NOTES:

1. THE MAXIMUM SLOPE OF 1/4" / FT TO BE MEASURED FROM THE TOP OF CURB AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE BACK OF CURB AND THE R.O.W.
2. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
3. WHEN MULTIPLE LAYERS OF ASPHALT ARE PLACED A TACK COAT MUST BE PLACED BETWEEN EACH PAIR OF ASPHALT LAYERS.
4. APPLY TACK COAT TO ALL CONCRETE SURFACES ADJACENT TO ASPHALT SURFACES AND TO ALL EXISTING ASPHALT SURFACES ADJACENT TO NEW ASPHALT SURFACES.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE:	DETAIL:
		STANDARD STREET CROWN CROSS SECTION		201



NOTES:

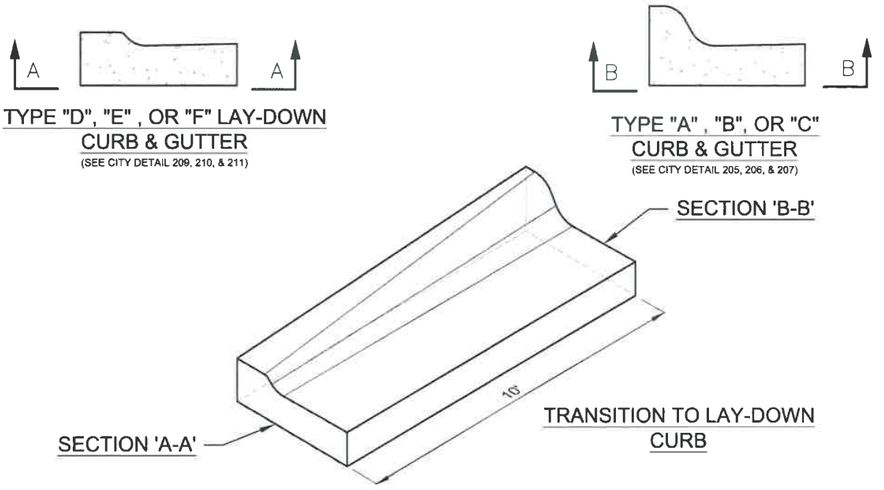
1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		TYPE A STANDARD CURB AND GUTTER		205



NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 1 OF 16		MIDLAND Engineering Services	DRAWN: PAK	5			
			CHECKED: JCF	4			
			APPROVED: JCF	3			
			VERT.: N/A	2			
			HORIZ.: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
			PROJECT NO. BP20-01	0	__/__/__	IFC	
Scale: NTS	File: 2020\BP20-01 NEW YORK AVE		Date: JUNE 2021	Rev No	Date	Description	

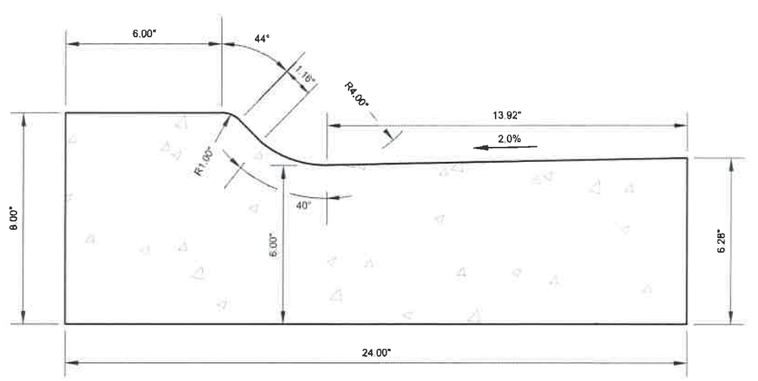
Know what's below. Call before you dig. 811



NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		TRANSITION TO LAY-DOWN CURB	DETAIL: 208



NOTES:

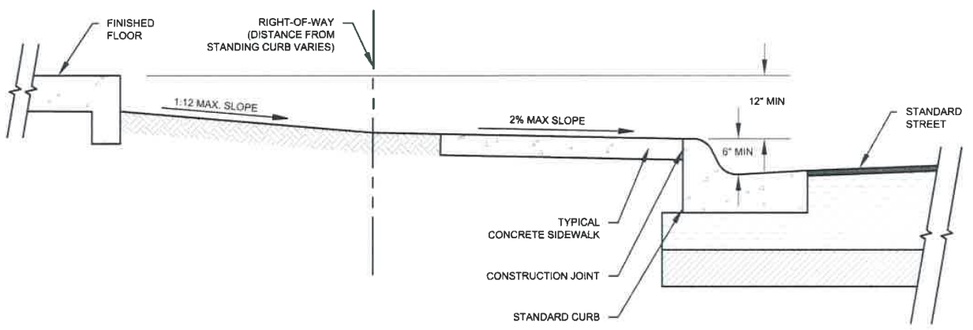
1. CONCRETE WILL BE THE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		TYPE D LAY-DOWN CURB AND GUTTER	DETAIL: 209



NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 2 OF 16	MIDLAND Engineering Services	DRAWN: PAK	5			
		CHECKED: JCF	4			
		APPROVED: JCF	3			
		VERT: N/A	2			
		HORIZ: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
		PROJECT NO. BP20-01	0	__/__/__	IFC	
Scale: NTS File: 2020\BP20-01 NEW YORK AVE		Date: JUNE 2021	Rev No.	Date	Description	

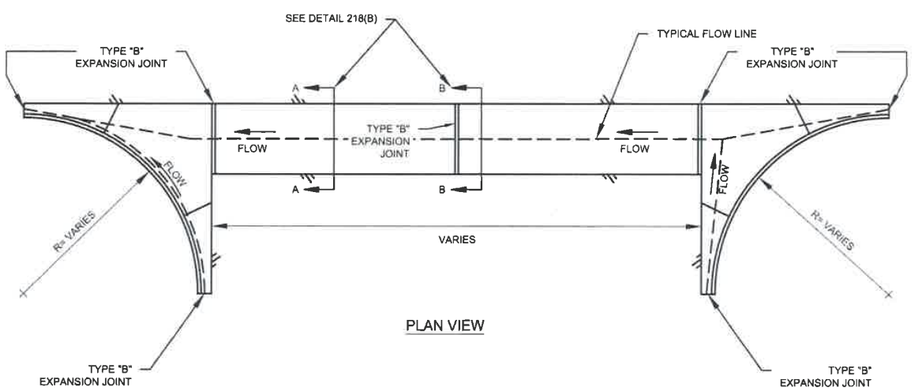
Know what's below. Call before you dig. 811



NOTES:

1. THE FINISHED FLOOR ELEVATION OF ANY BUILDING TO BE MINIMUM 12" ABOVE TOP OF CURB.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		TYPICAL CURB, SIDEWALK, AND LOT CONFIGURATION	DETAIL: 216



PLAN VIEW

NOTES:

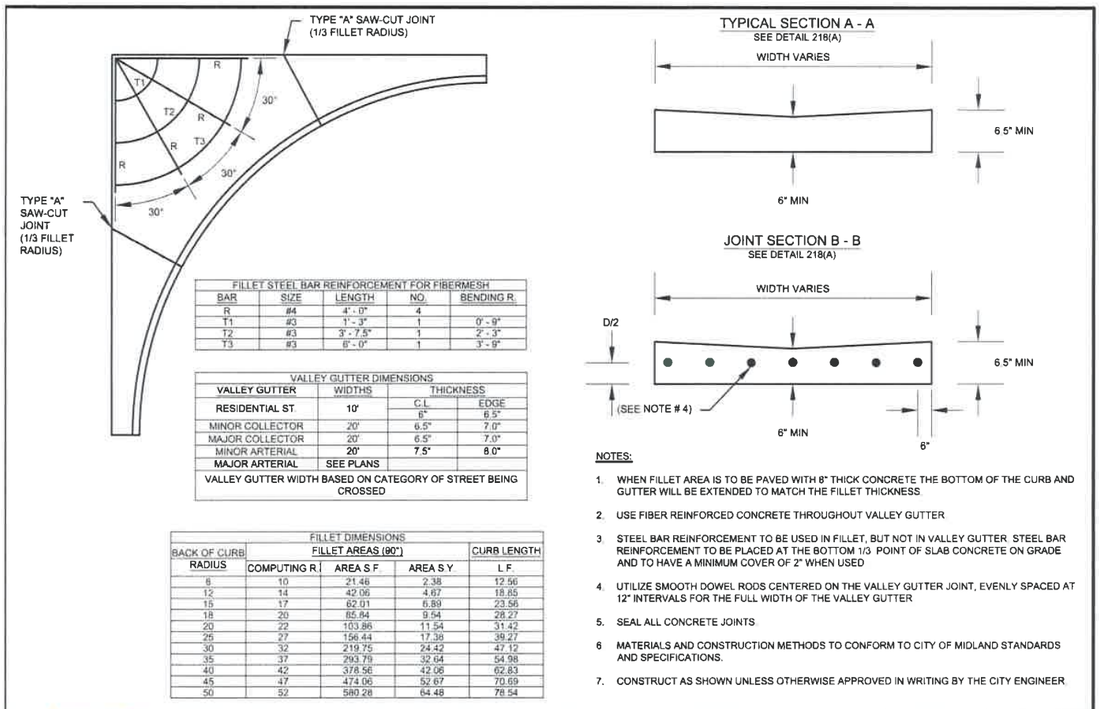
1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE FILLET AREA TO BE PLACED WITH INTEGRAL CURB.
3. SEAL ALL CONCRETE JOINTS.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		FILLET AND VALLEY GUTTER.	DETAIL: 218(A)



NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 3 OF 16		MIDLAND Engineering Services	DRAWN: PAK	5			
			CHECKED: JCF	4			
			APPROVED: JCF	3			
			VERT.: N/A	2			
			HORIZ.: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
			PROJECT NO.: BP20-01	0	__/__/__	IFC	
Scale: NTS	File: 2020\BP20-01 NEW YORK AVE		Date: JUNE 2021	Rev. No	Date	Description	

Know what's below. Call before you dig. 811



FILLET STEEL BAR REINFORCEMENT FOR FIBERMESH				
BAR	SIZE	LENGTH	NO.	BENDING R.
R	#4	4' - 0"	4	
T1	#3	1' - 3"	1	0' - 9"
T2	#3	3' - 7.5"	1	2' - 3"
T3	#3	6' - 0"	1	3' - 9"

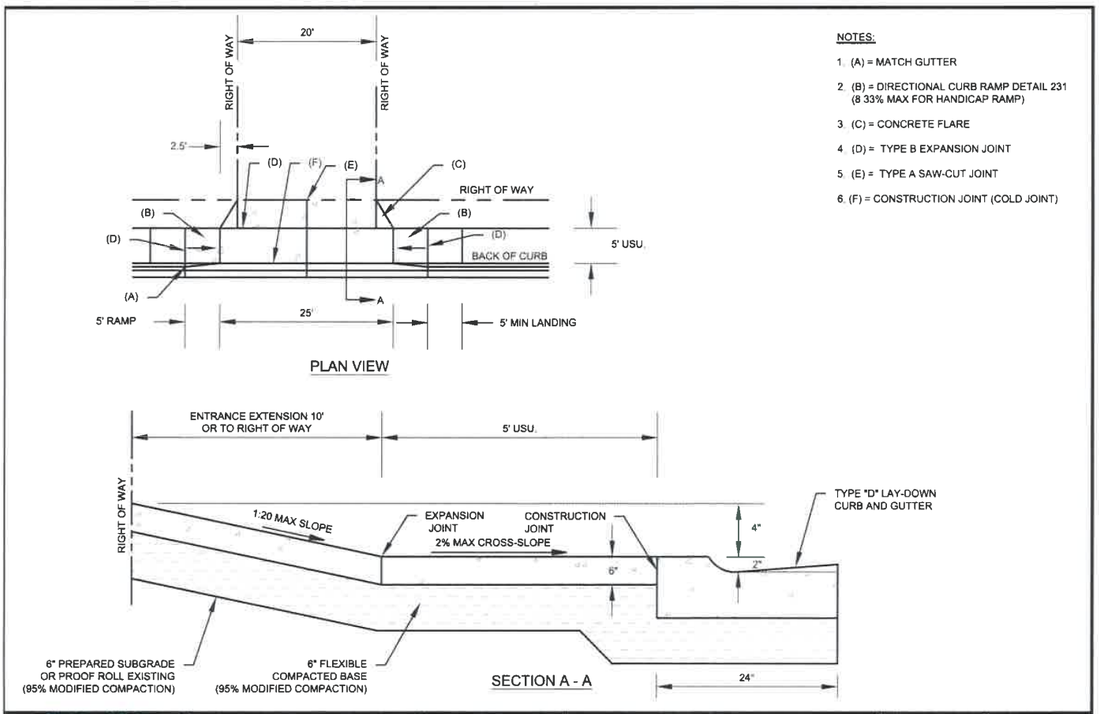
VALLEY GUTTER DIMENSIONS			
VALLEY GUTTER	WIDTHS	THICKNESS	
		C.L.	EDGE
RESIDENTIAL ST.	10'	6"	6.5"
MINOR COLLECTOR	20'	6.5"	7.0"
MAJOR COLLECTOR	20'	6.5"	7.0"
MINOR ARTERIAL	20'	7.5"	8.0"
MAJOR ARTERIAL	SEE PLANS		
VALLEY GUTTER WIDTH BASED ON CATEGORY OF STREET BEING CROSSED			

FILLET DIMENSIONS				
BACK OF CURB RADIUS	FILLET AREAS (90°)			CURB LENGTH
	COMPUTING R.	AREA S.F.	AREA S.Y.	L.F.
6	10	21.46	2.38	12.56
12	14	42.06	4.67	18.85
15	17	62.01	6.89	23.56
18	20	85.84	9.54	28.27
20	22	103.86	11.54	31.42
25	27	156.44	17.38	39.27
30	32	219.75	24.42	47.12
35	37	293.79	32.64	54.98
40	42	378.56	42.06	62.83
45	47	474.06	52.67	70.69
50	52	580.28	64.48	78.54

NOTES:

1. WHEN FILLET AREA IS TO BE PAVED WITH 8" THICK CONCRETE THE BOTTOM OF THE CURB AND GUTTER WILL BE EXTENDED TO MATCH THE FILLET THICKNESS.
2. USE FIBER REINFORCED CONCRETE THROUGHOUT VALLEY GUTTER.
3. STEEL BAR REINFORCEMENT TO BE USED IN FILLET, BUT NOT IN VALLEY GUTTER. STEEL BAR REINFORCEMENT TO BE PLACED AT THE BOTTOM 1/3 POINT OF SLAB CONCRETE ON GRADE AND TO HAVE A MINIMUM COVER OF 2" WHEN USED.
4. UTILIZE SMOOTH DOWEL RODS CENTERED ON THE VALLEY GUTTER JOINT, EVENLY SPACED AT 12" INTERVALS FOR THE FULL WIDTH OF THE VALLEY GUTTER.
5. SEAL ALL CONCRETE JOINTS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	FILLET AND VALLEY GUTTER		218(B)
APPROVED: MCC			



NOTES:

1. (A) = MATCH GUTTER
2. (B) = DIRECTIONAL CURB RAMP DETAIL 231 (8.33% MAX FOR HANDICAP RAMP)
3. (C) = CONCRETE FLARE
4. (D) = TYPE B EXPANSION JOINT
5. (E) = TYPE A SAW-CUT JOINT
6. (F) = CONSTRUCTION JOINT (COLD JOINT)

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	STANDARD ALLEY APPROACH		219(A)
APPROVED: MCC			



NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 4 OF 16						
Scale: NTS	File: 2020\BP20-01 NEW YORK AVE	DRAWN: PAK	5			
		CHECKED: JCF	4			
		APPROVED: JCF	3			
		VERT.: N/A	2			
		HORIZ.: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
		PROJECT NO. BP20-01	0	__/__/__	IFC	
		Date: JUNE 2021	Rev. No	Date	Description	

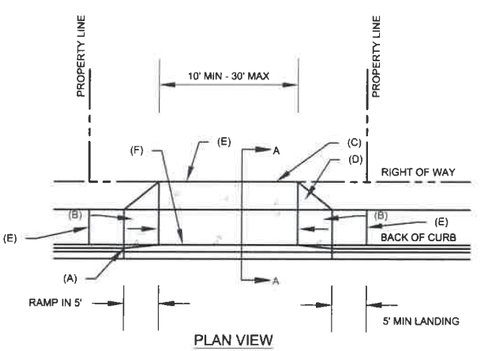
NOTES:

1. REMOVE AND REPLACE EXISTING CURB AND GUTTER TO NEAREST JOINT IF LESS THAN 4' SECTION OF EXISTING CURB AND GUTTER REMAINS AFTER ALLEY APPROACH IS PLACED.
2. MATCH GUTTER/FLOWLINE ELEVATION ON EACH END OF ALLEY APPROACH. WATER MUST FLOW IN GUTTER ACROSS THE ALLEY APPROACH.
3. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
4. 2" INVERT REQUIRED AT ALLEY APPROACH CENTER LINE WHEN ALLEY DRAINS TOWARDS STREET. IF ALLEY DRAINS AWAY FROM STREET THEN BACK OF APPROACH IS FLAT.
5. OVER-EXCAVATION BELOW THE GRADE REQUIRED TO BE CORRECTED BY PLACING EXTRA CONCRETE AT THE TIME THE ENTRANCE IS PLACED OR BY PLACING ADDITIONAL CITY STANDARD FLEXIBLE COMPACTED BASE.
6. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
7. SIDEWALKS AND RAMPS TO HAVE COARSE BROOM FINISH.
8. SEAL ALL CONCRETE JOINTS.
9. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

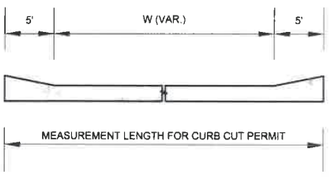
MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		STANDARD ALLEY APPROACH		219(B)

NOTES:

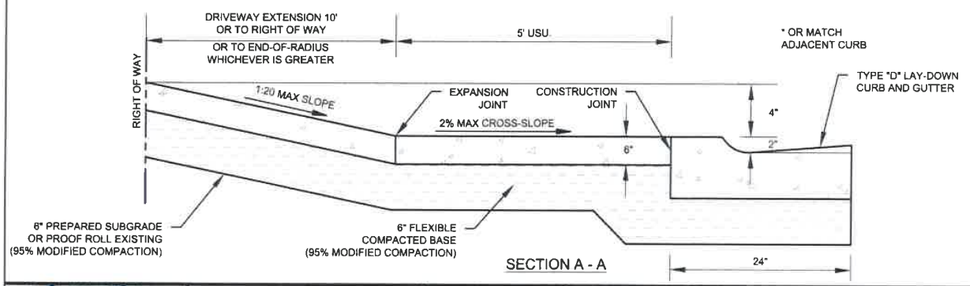
1. (A) = MATCH GUTTER
2. (B)= DIRECTIONAL CURB RAMP DETAIL 231 (8.33% MAX FOR HANDICAP RAMP)
3. (C) = DRIVEWAY EXTENSION
4. (D) = OPTIONAL CONCRETE FLARE
5. (E) = TYPE B EXPANSION JOINT
6. (F) = CONSTRUCTION JOINT (COLD JOINT)



PLAN VIEW



SECTION THROUGH BACK OF CURB



SECTION A - A

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH		220(A)



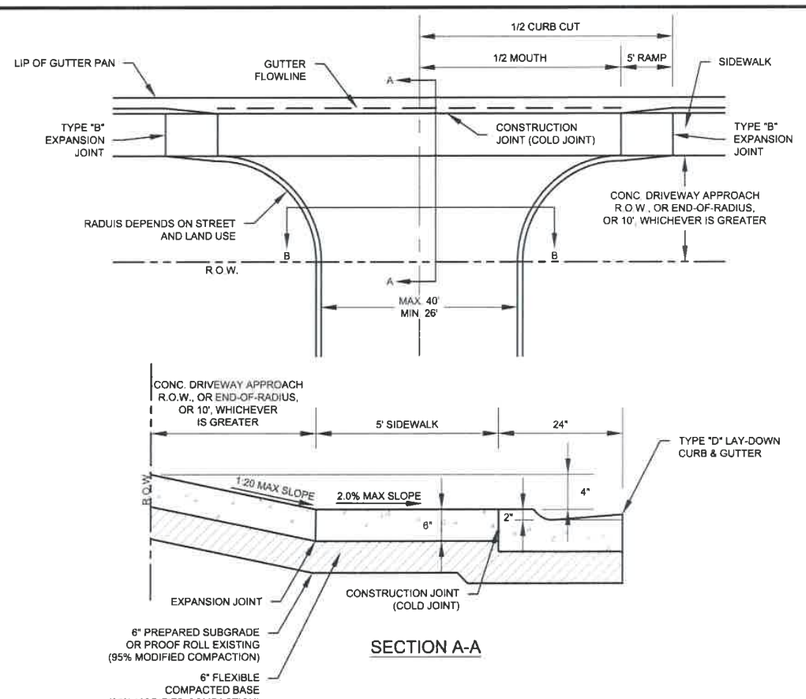
NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 5 OF 16	MIDLAND Engineering Services	DRAWN: PAK	5				
		CHECKED: JCF	4				
		APPROVED: JCF	3				
		VERT: N/A	2				
		HORIZ. N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.		
		PROJECT NO. BP20-01	0	_/_/_	IFC		
Scale: NTS File: 2020\BP20-01 NEW YORK AVE		Date: JUNE 2021	Rev No	Date	Description		

Know what's below. Call before you dig. 811

NOTES:

1. REMOVE AND REPLACE EXISTING CURB AND GUTTER TO NEAREST JOINT IF LESS THAN 4' SECTION OF EXISTING CURB AND GUTTER REMAINS AFTER DRIVEWAY APPROACH PLACED.
2. LANDING MAY BE CLOSER THAN 5' FROM PROPERTY LINE WITH ADJOINING PROPERTY OWNER'S CONSENT. CONSENT FORMS ARE AVALIABLE IN ENGINEERING SERVICES. APPROVAL FROM ADJOINING PROPERTY OWNER DOES NOT GUARANTEE ENGINEERING SERVICES APPROVAL.
3. THIS DETAIL ONLY APPLIES WHEN ADJACENT PROPERTY IS NOT AN ALLEY. A MINIMUM 10' IS REQUIRED BETWEEN DRIVEWAY CURB OPENING AND ALLEY PAVING.
4. MATCH GUTTER/FLOWLINE ELEVATION ON EACH END OF DRIVEWAY APPROACH. WATER MUST FLOW IN GUTTER ACROSS THE DRIVEWAY APPROACH.
5. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
6. CONTRACTOR, AT THEIR OPTION, MAY ELECT TO PLACE 8" CONCRETE PAVEMENT WITHOUT FLEXIBLE COMPACTED BASE RATHER THAN 6" CONCRETE PAVEMENT WITH COMPACTED FLEXIBLE BASE.
7. OVER-EXCAVATION BELOW THE GRADE REQUIRED TO BE CORRECTED BY PLACING EXTRA CONCRETE AT THE TIME THE DRIVEWAY IS PLACED OR BY PLACING ADDITIONAL CITY STANDARD FLEXIBLE COMPACTED BASE.
8. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
9. SIDEWALKS AND RAMPS TO HAVE COARSE BROOM FINISH.
10. SEAL ALL CONCRETE JOINTS.
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.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH		220(B)

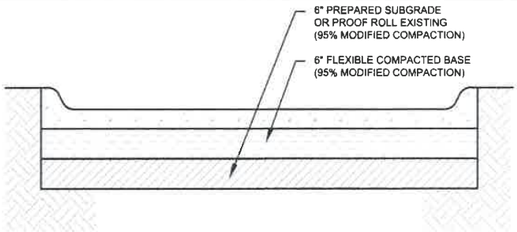


SECTION A-A

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		MULTI-FAMILY & COMMERCIAL DRIVEWAY		221(A)



NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 6 OF 16	MIDLAND Engineering Services	DRAWN: PAK	5			Know what's below. Call before you dig. 811
		CHECKED: JCF	4			
		APPROVED: JCF	3			
		VERT.: N/A	2			
		HORIZ.: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
		PROJECT NO. BP20-01	0	__/__/__	IFC	
Scale: NTS File: 2020\BP20-01 NEW YORK AVE		Date: JUNE 2021	Rev. No.	Date	Description	

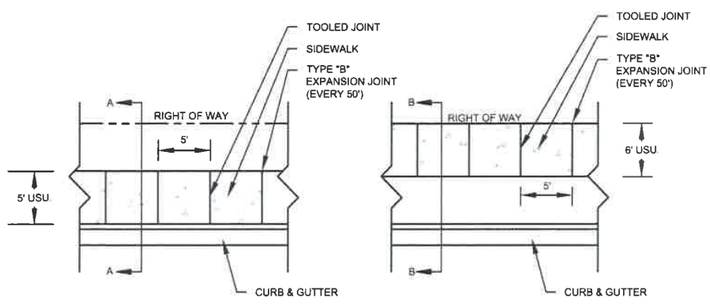


SECTION B-B

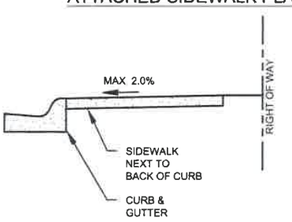
NOTES:

1. REMOVE AND REPLACE EXISTING CURB AND GUTTER TO NEAREST JOINT IF LESS THAN 4' SECTION OF EXISTING CURB AND GUTTER REMAINS AFTER DRIVEWAY APPROACH PLACED.
2. LANDING MAY BE CLOSER THAN 5' FROM PROPERTY LINE WITH ADJOINING PROPERTY OWNER'S CONSENT. CONSENT FORMS ARE AVAILABLE IN ENGINEERING SERVICES. APPROVAL FROM ADJOINING PROPERTY OWNER DOES NOT GUARANTEE ENGINEERING SERVICES APPROVAL.
3. THIS DETAIL ONLY APPLIES WHEN ADJACENT PROPERTY IS NOT AN ALLEY. A MINIMUM 10' IS REQUIRED BETWEEN DRIVEWAY CURB OPENING AND ALLEY PAVING
4. MATCH GUTTER/ FLOWLINE ELEVATION ON EACH END OF DRIVEWAY APPROACH. WATER MUST FLOW IN GUTTER ACROSS THE DRIVEWAY APPROACH
5. THE CITY ENGINEER OR TRAFFIC ENGINEER MAY APPROVE WIDER OPENINGS FOR COMMERCIAL DRIVES TO ACCOMMODATE DIVIDED ENTRY/EXIT AND ANGLED DRIVES OR HIGH VOLUME, HIGH SPEED STREETS.
6. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
7. CONTRACTOR, AT THEIR OPTION, MAY ELECT TO PLACE 8" CONCRETE PAVEMENT WITHOUT FLEXIBLE COMPACTED BASE RATHER THAN 6" CONCRETE PAVEMENT WITH COMPACTED FLEXIBLE BASE.
8. OVER-EXCAVATION BELOW THE GRADE REQUIRED TO BE CORRECTED BY PLACING EXTRA CONCRETE AT THE TIME THE DRIVEWAY IS PLACED OR BY PLACING ADDITIONAL CITY STANDARD FLEXIBLE COMPACTED BASE.
9. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
10. SIDEWALKS AND RAMPS TO HAVE COURSE BROOM FINISH.
11. SEAL ALL CONCRETE JOINTS.
12. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
13. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		MULTI-FAMILY & COMMERCIAL DRIVEWAY	DETAIL: 221(B)

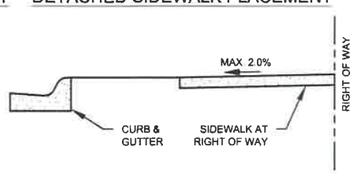


ATTACHED SIDEWALK PLACEMENT



SECTION A - A

DETACHED SIDEWALK PLACEMENT



SECTION B - B

NOTES:

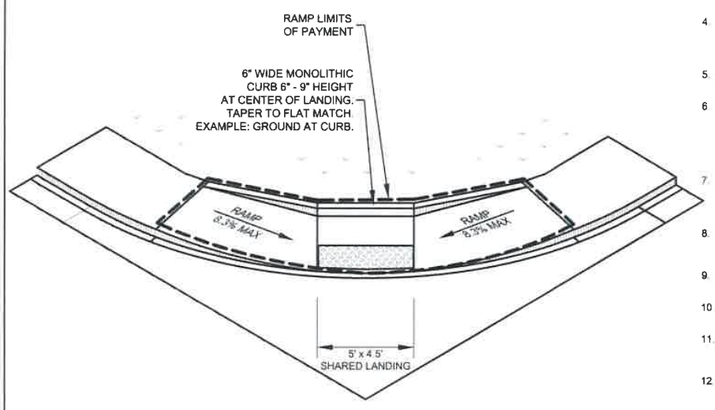
1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" AND HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SIDEWALK TO BE A MINIMUM OF 5' WIDE AND 4" THICK.
3. SIDEWALKS TO HAVE TYPE A SAWCUT JOINTS OR TOOLED JOINTS EVERY 5'.
4. TYPE "B" EXPANSION JOINTS TO BE LOCATED AT ALL PEDESTRIAN ACCESS RAMPS AND WHEREVER NEW SIDEWALK IS PLACED ADJACENT TO EXISTING CONCRETE.
5. ATTACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE BACK OF CURB.
6. DETACHED SIDEWALK WILL 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 EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE. SIDEWALK LOCATION MAY BE SHIFTED WITH THE APPROVAL OF THE CITY ENGINEER.
10. ALL SIDEWALKS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID 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.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS
		STANDARD SIDEWALK	DETAIL: 225



NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 7 OF 16	MIDLAND Engineering Services	DRAWN: PAK	5			
		CHECKED: JCF	4			
		APPROVED: JCF	3			
		VERT.: N/A	2			
		HORIZ.: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
		PROJECT NO. BP20-01	0	__/__/__	IFC	
Scale: NTS File: 2020\BP20-01 NEW YORK AVE		Date: JUNE 2021	Rev. No.	Date	Description	

Know what's below. Call before you dig. 811



TYPE 12
DIAGONAL CURB RAMP

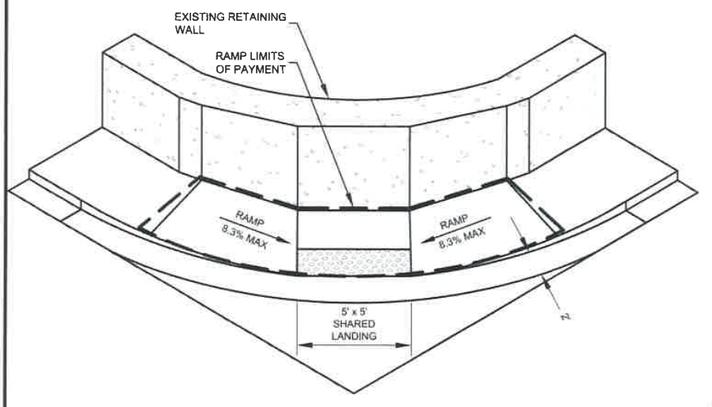
CURB RAMP NOTES:

1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND TO THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS,OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 6" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE RETURNS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. ALLOWED FOR NARROW OR CONSTRICTOR RIGHT OF WAY ONLY WITH PERMISSION OF CITY ENGINEER.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	DIAGONAL CURB RAMP		227
	APPROVED: MCC			



TYPE 12A
DIAGONAL CURB RAMP
NARROW OR OBSTRUCTED R.O.W.

CURB RAMP NOTES:

1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION. WHERE OBSTRUCTIONS EXIST, THERE SHALL BE A 3' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND TO THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON-WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS,OR AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 6" OF CONCRETE IN RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE RETURNS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. ALLOWED FOR NARROW OR CONSTRICTOR RIGHT OF WAY ONLY WITH PERMISSION OF CITY ENGINEER.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.

MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	DIAGONAL CURB RAMP NARROW OR OBSTRUCTED R.O.W.		228
	APPROVED: MCC			



NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 8 OF 16	MIDLAND Engineering Services	DRAWN: PAK	5			
		CHECKED: JCF	4			
		APPROVED: JCF	3			
		VERT.: N/A	2			
		HORIZ.: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
		PROJECT NO. BP20-01	0	__/__/__	IFC	
Scale: NTS File: 2020\BP20-01 NEW YORK AVE		Date: JUNE 2021	Rev No.	Date	Description	

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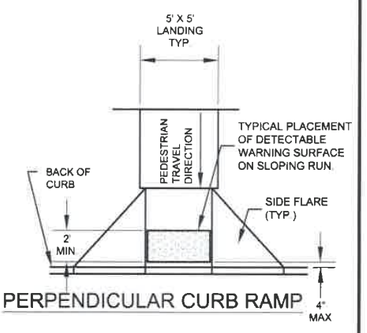
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DETECTABLE WARNING SURFACE NOTES:

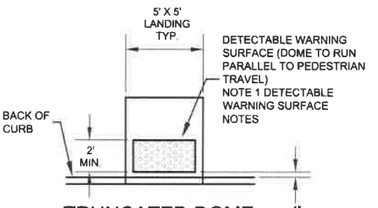
1. DETECTABLE WARNING SURFACE SUCH AS ARMOR-TILE ADA SOUND AMPLIFYING DETECTABLE/TACTILE WARNING SURFACE TILE OR EQUAL AND APPROVED BY THE ENGINEER AS MEETING ALL REQUIREMENTS OF ASTM C-936, C-33.
2. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOMES COMPLYING WITH SECTION 7.05 DETACHABLE WARNINGS OF THE TEXAS ACCESSIBILITY STANDARDS (TAS). THE SURFACE MUST CONTRAST VISUALLY WITH ADJOINING SURFACES, INCLUDING SIDE FLARES. FURNISH DARK BROWN OR DARK RED DETECTABLE WARNING SURFACE ADJACENT TO UNCOLORED CONCRETE,UNLESS SPECIFIED ELSEWHERE IN THE PLANS.
3. DETECTABLE WARNING SURFACES MUST BE SLIP RESISTANT AND NOT ALLOW WATER TO ACCUMULATE.
4. ALIGN TRUNCATED DOMES IN THE DIRECTION OF PEDESTRIAN TRAVEL WHEN ENTERING THE STREET.
5. SHADED AREAS INDICATE THE APPROXIMATE LOCATION FOR THE DETECTABLE WARNING SURFACE FOR EACH CURB RAMP TYPE.
6. DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 24" IN DEPTH IN THE DIRECTION OF PEDESTRIAN TRAVEL.
7. DETECTABLE WARNING SURFACES SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS A MINIMUM OF 6" AND A MAXIMUM OF 10" FROM THE EXTENSION OF THE FACE OF CURB. DETECTABLE WARNING SURFACES MAY BE CURVED ALONG THE CORNER RADIUS.
8. SINGLE TILE PLATES COLONIAL RED COLOR.

GENERAL NOTES:

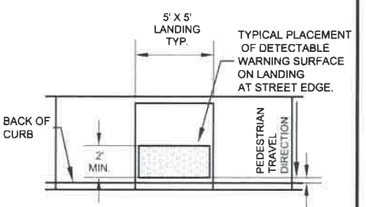
1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOURCES.



PERPENDICULAR CURB RAMP



TRUNCATED DOME PATTERN



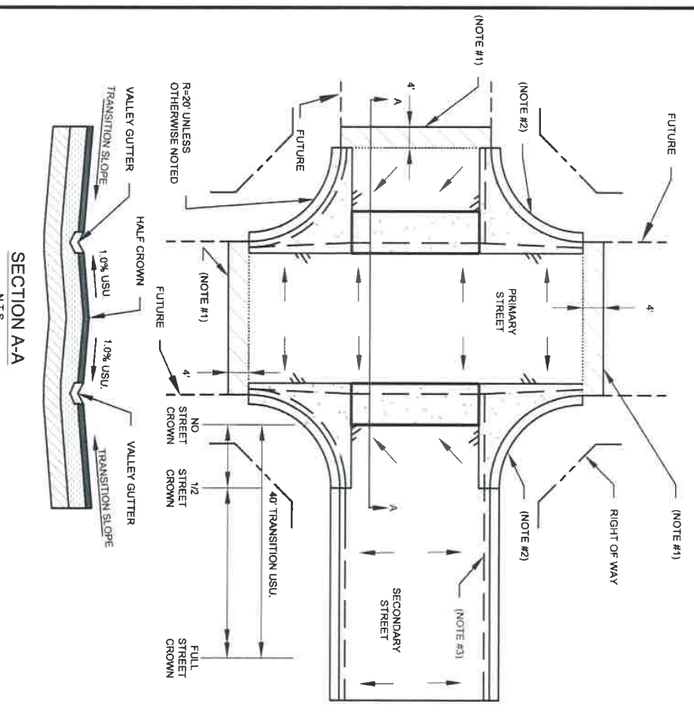
PARALLEL CURB RAMP

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	DETECTABLE WARNING SURFACE		233
APPROVED: MCC			

MIDLAND Engineering Services

NOTES:

1. NO HEADER WILL BE USED IF ROAD ENDS AT INTERSECTION. INSTEAD EXTEND BASE AND SURFACE 4' BEYOND END OF CURB
2. WARP GUTTER SO THAT IT SLOPES TOWARDS THE VALLEY GUTTER.
3. FLOW PATH LINES
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	APPROVED: MCC
CHECKED: JCF	TYPICAL LOCAL /COLLECTOR CROWN TRANSITION		DETAIL: 235

MIDLAND Engineering Services

JOSHUA C. FERGUSON 117692 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS 7/13/2021

DRAWN: PAK	5				
CHECKED: JCF	4				
APPROVED: JCF	3				
VERT.: N/A	2				
HORIZ.: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.		
PROJECT NO. BP20-01	0	__/__/__	IFC		
Date: JUNE 2021	Rev. No.	Date	Description		

NEW YORK AVENUE
PAVING BOND PROJECT
COM DETAILS
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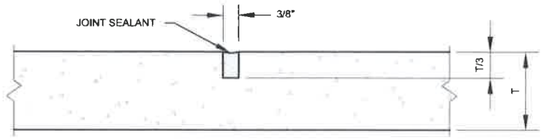
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MIDLAND Engineering Services

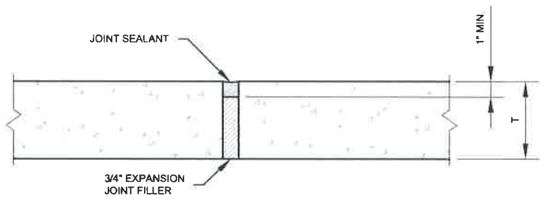
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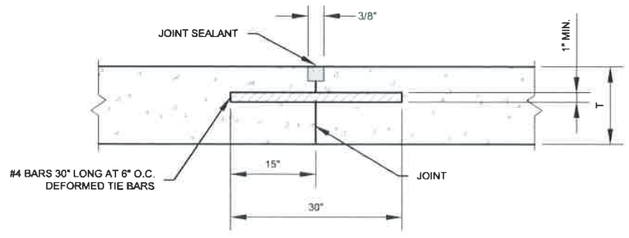
PACKET
10.376
August 10, 2021



TYPE "A" SAW-CUT JOINT

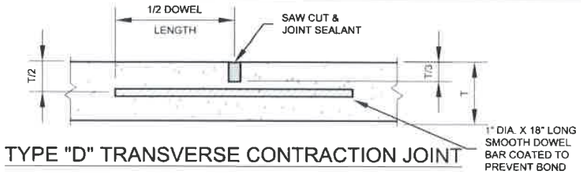


TYPE "B" DOWEL-LESS EXPANSION JOINT

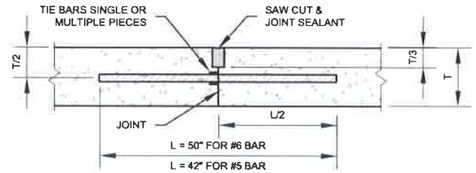


TYPE "C" CONSTRUCTION COLD JOINT

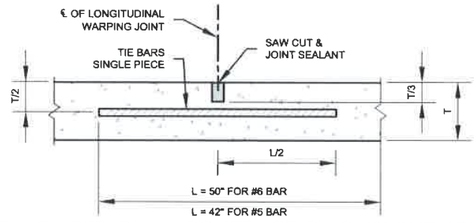
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	TYPICAL CONCRETE JOINTS		234(A)



TYPE "D" TRANSVERSE CONTRACTION JOINT



TYPE "E" LONGITUDINAL CONTRACTION JOINT



TYPE "F" LONGITUDINAL CONTRACTION SAW-CUT JOINT

NOTES:

1. JOINTING , DOWEL, AND TIE BAR DESIGN REQUIREMENTS ARE SUBJECT TO CHANGE FOR ARTERIAL OR HIGHER CLASSIFICATION ROADS IF DEEMED NECESSARY BY THE CITY ENGINEER.
2. TYPICAL CONCRETE PAVEMENT JOINT SPACING IS TO BE NO LESS THAN 10' X 10' AND NO MORE THAT 15' X 15'.
3. DOWELS ARE TO BE SPACED AT 12" INTERVALS WITH MINIMUM 18" SEPARATION FROM PARALLEL JOINTS OR EDGES OF PAVEMENT.
4. TIE BARS ARE TO BE SET AT 24" INTERVALS WITH MINIMUM 18" SEPARATION FROM PARALLEL JOINTS OR EDGES OF PAVEMENT.
5. ALL JOINT SEALANT TO BE TxDOT DMS-6310 SL-2 OR APPROVED EQUAL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	TYPICAL CONCRETE JOINTS		234(B)

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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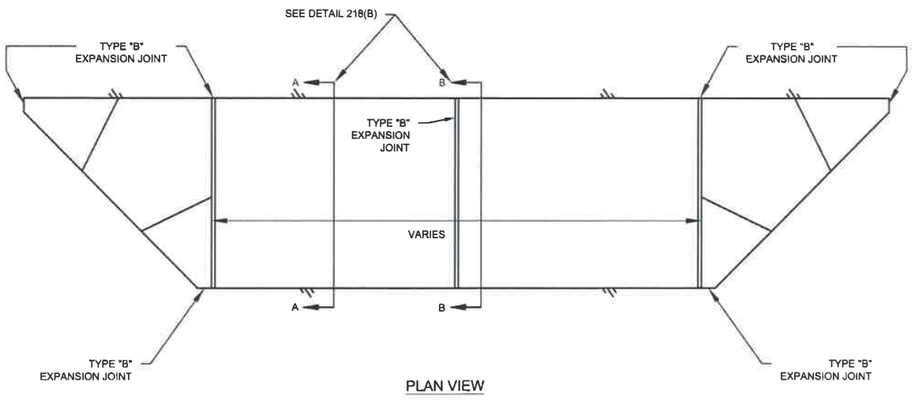
DRAWN:	PAK	5			
CHECKED:	JCF	4			
APPROVED:	JCF	3			
VERT.	N/A	2			
HORIZ.	N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
PROJECT NO.	BP20-01	0	_/_/_	IFC	
Date:	JUNE 2021	Per No.	Date	Description	

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
COM DETAILS
10 OF 16

Scale: NTS | File: 2020BP20-01 NEW YORK AVE

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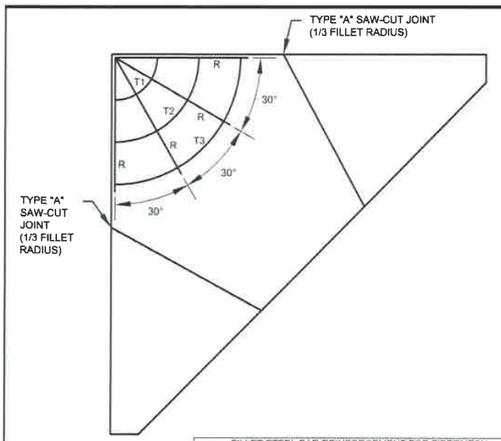


PLAN VIEW

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE FILLET AREA TO BE PLACED WITH INTEGRAL CURB.
3. SEAL ALL CONCRETE JOINTS.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: PAK CHECKED: JCF APPROVED: JCF	EFFECTIVE DATE: NEW YORK AVENUE PAVING BOND PROJECT	SCALE: NTS	DETAIL:
	NEW YORK AVENUE FILLET AND VALLEY GUTTER		D01



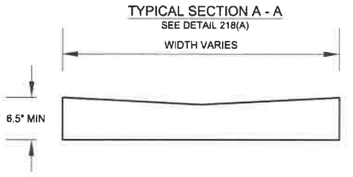
FILLET STEEL BAR REINFORCEMENT FOR FIBERMESH

BAR	SIZE	LENGTH	NO.	BENDING R.
R	#4	4' - 0"	4	
T1	#3	1' - 3"	1	0' - 9"
T2	#3	3' - 7.5"	1	2' - 3"
T3	#3	6' - 0"	1	3' - 9"

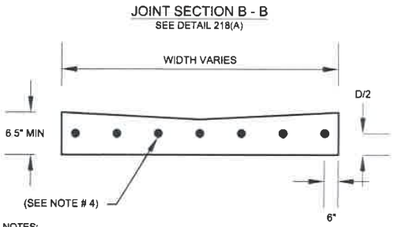
FILLET DIMENSIONS

BACK OF CURB RADIUS	FILLET AREAS (90°)			CURB LENGTH
	COMPUTING R.	AREA S.F.	AREA S.Y.	L.F.
8	10	21.46	2.38	12.56
12	14	42.06	4.67	18.85
15	17	62.01	6.89	23.56
18	20	85.84	9.54	28.27
20	22	103.86	11.54	31.42
25	27	156.44	17.38	39.27
30	32	219.75	24.42	47.12
35	37	293.79	32.64	54.98
40	42	378.56	42.06	62.83
45	47	474.06	52.67	70.69
50	52	580.28	64.48	78.54

TYPICAL SECTION A - A
SEE DETAIL 218(A)



JOINT SECTION B - B
SEE DETAIL 218(A)



NOTES:

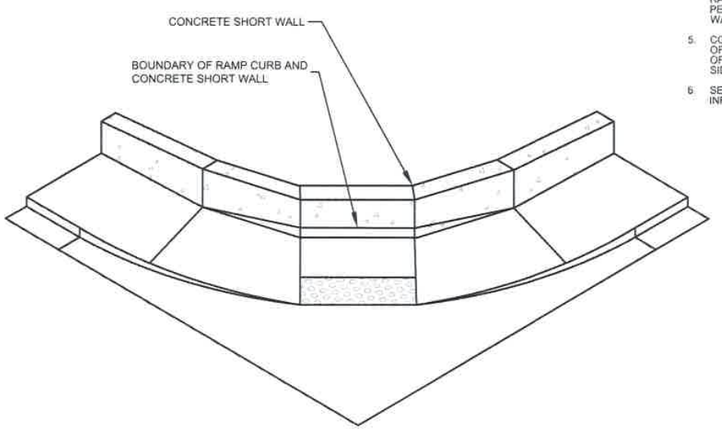
1. WHEN FILLET AREA IS TO BE PAVED WITH 8" THICK CONCRETE THE BOTTOM OF THE CURB AND GUTTER WILL BE EXTENDED TO MATCH THE FILLET THICKNESS.
2. USE FIBER REINFORCED CONCRETE THROUGHOUT VALLEY GUTTER.
3. STEEL BAR REINFORCEMENT TO BE USED IN FILLET, BUT NOT IN VALLEY GUTTER. STEEL BAR REINFORCEMENT TO BE PLACED AT THE BOTTOM 1/3 POINT OF SLAB CONCRETE ON GRADE AND TO HAVE A MINIMUM COVER OF 2" WHEN USED.
4. UTILIZE SMOOTH DOWEL RODS CENTERED ON THE VALLEY GUTTER JOINT, EVENLY SPACED AT 12" INTERVALS FOR THE FULL WIDTH OF THE VALLEY GUTTER.
5. SEAL ALL CONCRETE JOINTS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: PAK CHECKED: JCF APPROVED: JCF	EFFECTIVE DATE: NEW YORK AVENUE PAVING BOND PROJECT	SCALE: NTS	DETAIL:
	NEW YORK AVENUE FILLET AND VALLEY GUTTER		D02



NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 11 OF 16	MIDLAND Engineering Services	DRAWN: PAK	5			
		CHECKED: JCF	4			
		APPROVED: JCF	3			
		VERT: N/A	2			
		HORIZ: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
		PROJECT NO. BP20-01	0	__/__/__	IFC	
Scale: NTS / File: 2020\BP20-01 NEW YORK AVE		Date: JUNE 2021	Rev. No	Date	Description	

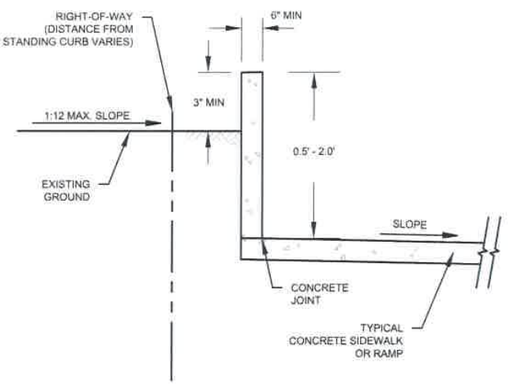
Know what's below. Call before you dig. 811



NOTES:

1. SEE CITY OF MIDLAND STANDARD DETAIL 228, SHEET 75, FOR RAMP CONSTRUCTION.
2. CONCRETE TO BE CITY OF MIDLAND CLASS "A" 3000 PSI USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
3. SEAL ALL EXPOSED CONCRETE JOINTS.
4. CONCRETE SHORT WALL TO BE PLACED DIRECTLY ON TOP OF RAMP CURB OR SIDEWALK. RAMP OR SIDEWALK TO BE PLACED PER TYPICAL CITY STANDARDS PRIOR TO CONCRETE SHORT WALL PLACEMENT.
5. CONCRETE SHORT WALL ALIGNMENT TO MATCH ALIGNMENT OF BACK OF SIDEWALK OR RAMP CURB FOR ENTIRE LENGTH OF WALL. BACK OF WALL TO BE SET FLUSH WITH BACK OF SIDEWALK OR RAMP CURB.
6. SEE CONCRETE SHORT WALL DETAIL D03(B) FOR ADDITIONAL INFORMATION.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: NEW YORK AVENUE PAVING BOND PROJECT	SCALE: NTS	DETAIL:
		CONCRETE SHORT WALL		D03(A)



NOTES:

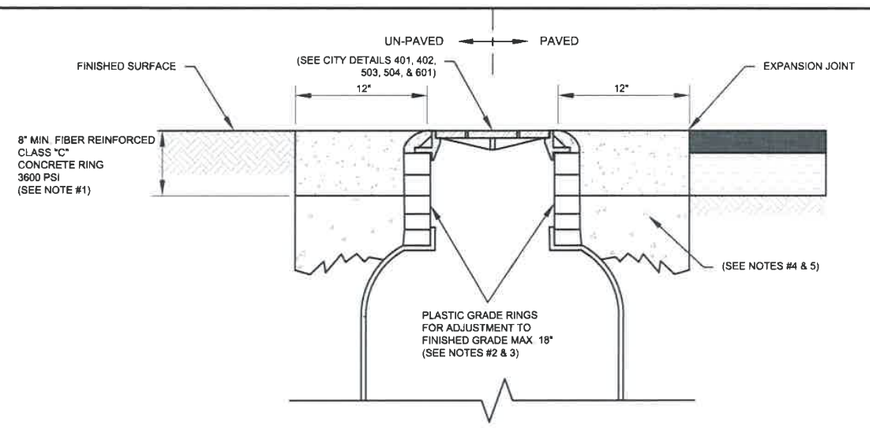
1. SEE SHORT WALL (A) DETAIL D03(A) NOTES.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: NEW YORK AVENUE PAVING BOND PROJECT	SCALE: NTS	DETAIL:
		CONCRETE SHORT WALL		D03(B)

JOSHUA C. FERGUSON
LICENSED PROFESSIONAL ENGINEER
117692
STATE OF TEXAS
JUL 13 2021

NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 12 OF 16	MIDLAND Engineering Services	DRAWN: PAK	5	
		CHECKED: JCF	4	
		APPROVED: JCF	3	
		VERT.: N/A	2	
		HORIZ.: N/A	1	7/13/21 REVISED CONTOURS AND ADDED GRADES.
		PROJECT NO. BP20-01	0	__/__/__ IFC
Scale: NTS File: 2020\BP20-01 NEW YORK AVE		Date: JUNE 2021	Rev. No.	Date Description

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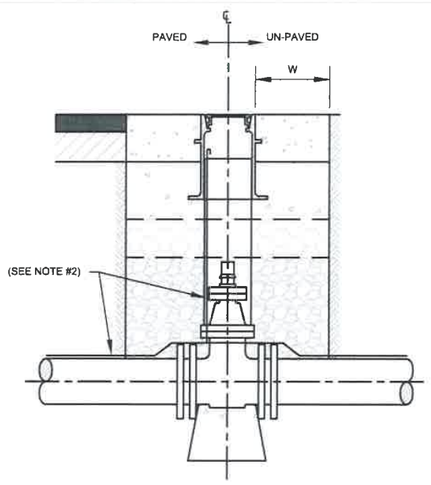


EXISTING MANHOLE RING & COVER ADJUSTMENT

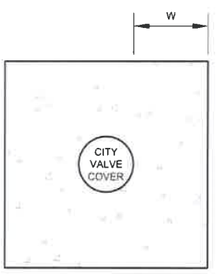
NOTES:

1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING, 3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION.
5. FILL ANY OVER-EXCAVATION WITH FLOWABLE FILL 2-SACK (2-SACK = 188 LBS/CY, PORTLAND CEMENT).
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 319
	EXISTING MANHOLE RING & COVER ADJUSTMENT		



CROSS SECTION VIEW



PLAN VIEW

NOTES:

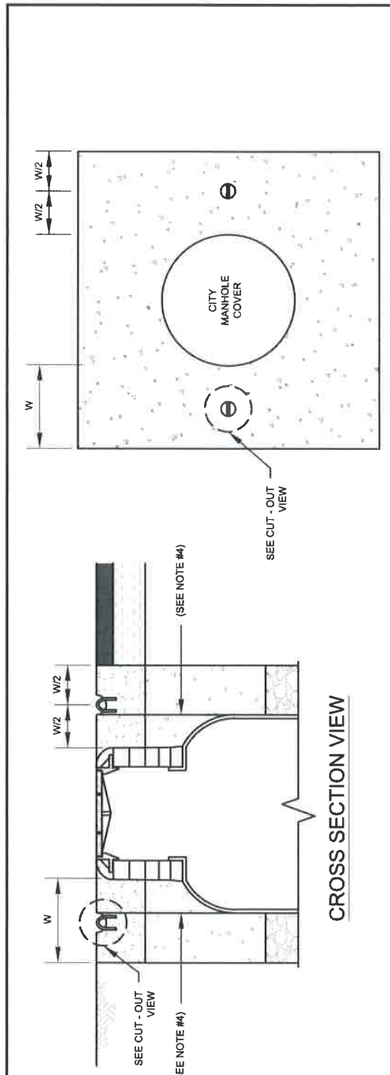
1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGARDING VALVES, COVERS, CONCRETE RINGS, ETC.
2. TRACER WIRE PER DETAIL 310 (A) TO BE TAPED TO SIDE OF VALVE BOX AND STOP 1.0" - 2.0" SHORT OF VALVE BOX COVER. TRACER WIRE TO REMAIN ENTIRELY WITHIN VALVE BOX.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: NEW YORK AVENUE PAVING BOND PROJECT	SCALE: NTS	DETAIL: 320
	VALVE DETECTOR WIRE END		



NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 13 OF 16	MIDLAND Engineering Services	DRAWN: PAK	5			
		CHECKED: JCF	4			
		APPROVED: JCF	3			
		VERT.: N/A	2			
		HORIZ.: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
		PROJECT NO. BP20-01	0	__/__/__	IFC	
Scale: NTS / File: 2020\BP20-01 NEW YORK AVE		Date: JUNE 2021	Rev. No.	Date	Description	

Know what's below. Call before you dig. 811



PLAN VIEW

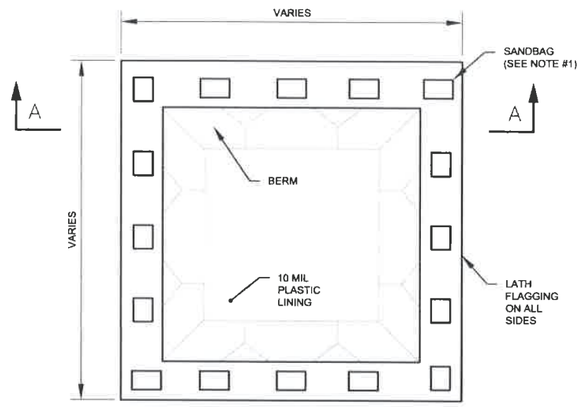
NOTES:

1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGUARDING MANHOLES, COVERS, CONCRETE RINGS, ETC.
2. U - BOLT IS TO BE GALVANIZED STEEL RATED FOR OUDOOR EXPOSURE, 1.0" DIAMETER.
3. U - BOLT IS TO BE SET FLUSH WITH FINISHED SURFACE OF CONCRETE RING, THERE IS TO BE A SMALL DEPRESSION IN THE CONCRETE SUFFICIENT TO ALLOW A CLAMP OR WIRE TO BE PLACED AROUND THE EXPOSED METAL.
4. TRACER WIRE PER DETAIL 310(A) TO BE TAPED TO SIDE OF MANHOLE AND WRAPPED SECURELY TO END OF U-BOLT WHEN INSTALLED. TRACER WIRE IS TO REMAIN ENTIRELY COVERED.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

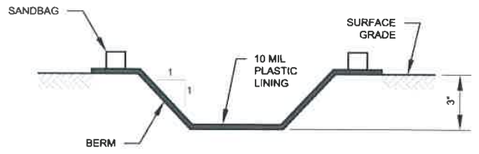
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MANHOLE DETECTOR WIRE END		321

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC

MIDLAND Engineering Services



DEPRESSED WASHOUT



SECTION 'A-A'

NOTES:

1. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR TWO SECURELY FASTENED STAKES AROUND ENTIRE WASHOUT PERIMETER.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS

MIDLAND Engineering Services

CONCRETE WASHOUT OPTION 1	DETAIL: 704

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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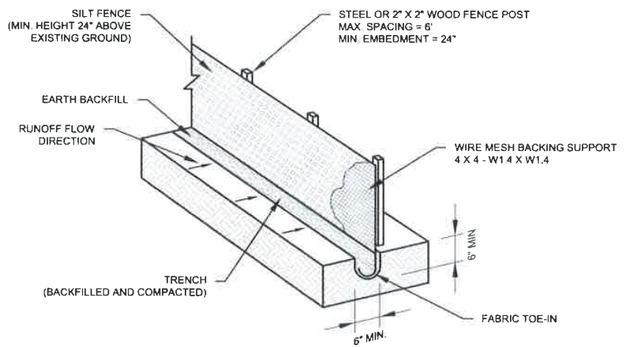
DRAWN:	PAK	5		
CHECKED:	JCF	4		
APPROVED:	JCF	3		
VERT.:	N/A	2		
HORIZ:	N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.
PROJECT NO.	BP20-01	0	_/_/_	IFC
Date:	JUNE 2021	Rev No.	Date	Description

MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
COM DETAILS
14 OF 16

Scale: NTS | File: 2020BP20-01 NEW YORK AVE

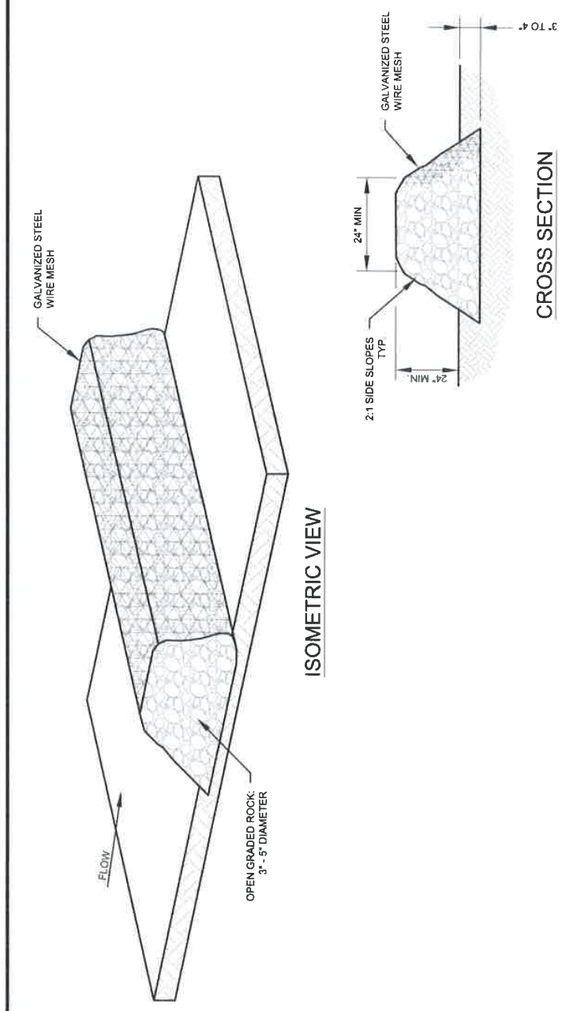
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NOTES:

1. THIS DETAIL IS TO BE USED FOR SHEET FLOW CONDITIONS ONLY. DO NOT USE SILT FENCE FOR POINT FLOW OR CONCENTRATED FLOW CONDITIONS.
2. INSTALL STEEL OR WOOD POSTS, WHICH SUPPORT THE SILT FENCE, WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS MUST BE EMBEDDED A MINIMUM OF ONE (1) FOOT.
3. TRENCH THE TOE OF THE SILT FENCE IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE THE FENCE CANNOT BE TRENCHED IN (E.G PAVEMENT), WEIGHT DOWN FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
4. THE TRENCH MUST BE A MINIMUM OF SIX (6) INCHES DEEP AND SIX (6) INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
5. SECURELY FASTEN SILT FENCE TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS TO BE ATTACHED TO THE STEEL OR WOOD FENCE POST. INCLUDE A SIX (6) INCH DOUBLE OVERLAP, SECURELY FASTENED, WHERE ENDS OF FABRIC MEET.
6. REMOVE SILT FENCE WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. REMOVE ACCUMULATED SILT WHEN IT REACHES A DEPTH OF SIX (6) INCHES. DISPOSE OF THE SILT ONSITE IN AN APPROVED LOCATION AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 706
	SILT FENCE		



NOTES:

1. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
2. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE:
CHECKED: JCF	
APPROVED: MCC	
MIDLAND Engineering Services	ROCK FILTER DAM — DETAIL: 708

STATE OF TEXAS
JUL 13 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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CHECKED:	JCF	4			
APPROVED:	JCF	3			
VERT.:	N/A	2			
HORIZ.:	N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES	
PROJECT NO.	BP20-01	0	__/__/__	IFC	
Date:	JUNE 2021	Per No.	Date	Description	

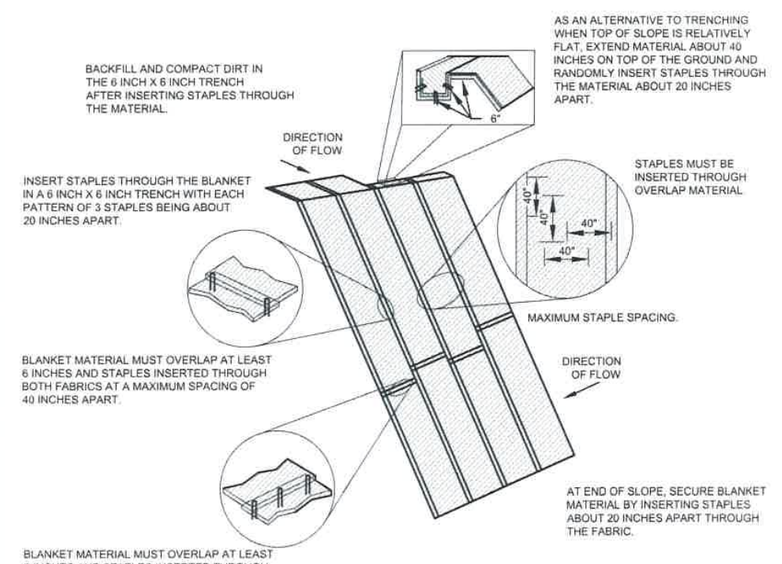
MIDLAND Engineering Services

NEW YORK AVENUE
PAVING BOND PROJECT
COM DETAILS
15 OF 16

Scale: NTS | File: 2020\BP20-01 NEW YORK AVE

82
OF 83

File: P:\Engineering Services\Engineering Projects\2018\U19 04 New York Wk 03 DWG\PVNG Plans\C-601 Mid Road Details.dwg Jul 13, 2021 4:13pm pangaton



NOTES:

1. THE FOLLOWING PRODUCTS, OR AN EQUAL APPROVED BY THE ENGINEERING SERVICES REPRESENTATIVE MAY BE USED:
   ECS S-1 STANDARD STRAW
   ECS HIGH VELOCITY STRAW
   LANDLOK BON-TERRA S2, ENS2 OR ENCS2
   NORTH AMERICAN GREEN S75, S75BN, S150, S150BN, OR SC150
2. APPLY SEED AS RECOMMENDED BY MANUFACTURER'S SPECIFICATIONS.
3. LAY BLANKETS PARALLEL TO THE DIRECTION OF WATER FLOW. SPREAD BLANKETS EVENLY WITHOUT STRETCHING SO FIBERS ARE IN DIRECT CONTACT WITH THE SOIL.
4. BURY THE UPSLOPE END OF EACH BLANKET AT LEAST 6 INCHES IN A VERTICAL TRENCH WITH THE SOIL PRESSED FIRMLY AGAINST THE EMBEDDED MAT. ADDITIONAL CHECK TRENCHES AT 50 FEET INTERVALS MAY BE DESIRABLE ON STEEP GRADES OR LONG FLOW AREAS.
5. STAPLE STRIP ENDS AND END OVERLAPS WITH NOT MORE THAN 20 INCHES BETWEEN STAPLES. STAPLE ALL OTHER JOINTS AND EDGES AT 40 INCH INTERVALS.
6. USE U-SHAPED STAPLES TO ANCHOR BLANKETS THAT ARE 11 GAUGE OR HEAVIER STEEL WIRE HAVING A SPAN WIDTH OF 1 INCH AND A LENGTH OF 6 INCHES OR MORE FROM TOP TO BOTTOM AFTER BENDING.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		EROSION CONTROL BLANKET AND VEGETATION		711

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED PROFESSIONAL ENGINEER
Jul 13 2021

NEW YORK AVENUE PAVING BOND PROJECT COM DETAILS 16 OF 16	MIDLAND Engineering Services	DRAWN: PAK	5			
		CHECKED: JCF	4			
		APPROVED: JCF	3			
		VERT.: N/A	2			
		HORIZ.: N/A	1	7/13/21	REVISED CONTOURS AND ADDED GRADES.	
		PROJECT NO.: BP20-01	0	__/__/__	IFC	
Scale: NTS File: 2020\BP20-01 NEW YORK AVE		Date: JUNE 2021	Rev. No.	Date	Description	

Know what's below. Call before you dig. 811

City Council Meeting

Item Number: 11

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Justine Ruff, Director

Subject: MOTION AUTHORIZING THE MAYOR, CITY MANAGER AND CITY ATTORNEY TO EXECUTE FEDERAL AVIATION ADMINISTRATION GRANT #64 IN ORDER TO RECEIVE GRANT FUNDS FOR THE RELOCATE SV1A & SV1B GATES PROJECT AND THE AIRFIELD LIGHTING REHABILITATION PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT (DISTRICT 4) (AIRPORTS)

Purpose:

Motion authorizing the Mayor, City Manager and City Attorney to execute Federal Grant #64 from the Federal Aviation Administration upon receipt.

Recommended City Council Action:

Approve

Fiscal Impact:

Estimated Grant Proceeds $4,004,552.00

Discussion:

In anticipation of the receipt of Federal Grant #64 in the estimated amount of $4,004,552, the Department of Airports is requesting City Council's approval to allow the Mayor, City Manager and the City Attorney to execute this grant agreement upon receipt. These grant proceeds will be used for the following projects at Midland International Air & Space Port:

1. Relocate SV1A & SV1B Gates - This project will relocate the existing vehicle security access control gates SV1A and SV1B located immediately south of the Terminal Building and the associated roadway that provides access to the air carrier ramp. This project is necessary due to the new aircraft boarding Gate #6 with its elevated walkway on the south end of the Terminal. The gate relocation will shift the access gates and roadway further south, preventing

vehicles and aircraft equipment that use these gates from having to traverse under or navigate around the new Gate #6 passenger boarding gate.

2. Airfield Lighting Rehabilitation - This project will replace all the runway and taxiway edge light fixtures with new fixtures. This project will also replace the airfield lighting regulators located in the lighting vault.

Tina Gaug

City Manager's Office

City Council Meeting

Item Number: 12

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Morris Williams, Assistant City Manager

Subject: **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS ("CITIES") AND ATMOS ENERGY CORP., WEST TEXAS DIVISION (THE "COMPANY") REGARDING THE COMPANY'S 2021 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO DELIVER THIS RESOLUTION TO THE COMPANY AND CITIES' LEGAL COUNSEL (DISTRICT: NONE) (CITY MANAGER)**

Purpose:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS ("CITIES") AND ATMOS ENERGY CORP., WEST TEXAS DIVISION ("COMPANY") REGARDING COMPANY'S 2021 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT

TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO DELIVER THIS RESOLUTION TO COMPANY AND CITIES' LEGAL COUNSEL.

Recommended City Council Action:

Approve

Fiscal Impact:

None - The settlement requires ATMOS to reimburse the Cities for their expenses.

Discussion:

BACKGROUND AND SUMMARY
The City, along with 66 other West Texas cities served by Atmos Energy Corporation, West Texas Division ("Atmos West Texas" or "Company"), is a member of Cities Served by Atmos West Texas ("Cities"). In 2007, the Cities and Atmos West Texas settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by Cities in 2018. On or about April 1, 2021, the Company filed a rate request pursuant to the RRM Tariff adopted by Cities. The Company claimed that its cost of service in a test year ending December 31, 2020, entitled it to additional revenues system-wide of $1.8 million.

Application of the standards set forth in the Cities' RRM Tariff reduces the Company's request for additional revenues from Cities to $1.2 million. After a review of Cities' consultants' report and negotiations with Cities' Executive Committee, Atmos agreed to a rate increase of $152,000 plus revenue related taxes within the Cities, with an Effective Date of December 1, 2021. That Effective Date reflects two months' delay beyond the October 1 date specified in your RRM Ordinance, which saves approximately $25,000 off the rates designed to yield $152,000 annually.

PROOF OF REVENUES
Atmos generated proof of revenues associated with the Resolution and attached rate tariffs. That proof is attached as Attachment 1 to this Staff Report. Cities' consultants have confirmed

the accuracy of the proof.

BILL IMPACT
The impact of this increase in revenues to an average residential customer's bill is an increase of approximately $0.07 per month. A bill impact estimate for each customer class is attached as Attachment 2. Comparison of the new rates to rates in effect for areas not under the RRM process reveals that settling Cities will maintain an economic monthly advantage over rates in effect in Amarillo, Lubbock, and Environs. See Attachment 3.

CITIES' OBJECTION TO THE SECTION 104.301 GRIP PROCESS
Cities strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues and rewarding the Company for increasing capital investment. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow Cities to recover their rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing), and rate increases go into effect without any material adjustments. In the Executive Committee's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS ("CITIES") AND ATMOS ENERGY CORP., WEST TEXAS DIVISION (THE "COMPANY") REGARDING THE COMPANY'S 2021 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO DELIVER THIS RESOLUTION TO THE COMPANY AND CITIES' LEGAL COUNSEL

WHEREAS, the City of Midland, Texas (the "City") is a gas utility customer of Atmos Energy Corp., West Texas Division (the "Company"), and a regulatory authority with an interest in the rates and charges of the Company; and

WHEREAS, the City is a member of Cities Served by Atmos West Texas ("Cities"), a coalition of similarly-situated cities served by the Company that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Company's service area; and

WHEREAS, Cities and the Company worked collaboratively to develop a new Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for Cities based on the system-wide cost of serving the Atmos West Texas service area; and

WHEREAS, the RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2021, the Company filed its 2021 RRM rate request with Cities based on a test year ending December 31, 2020; and

WHEREAS, Cities coordinated its review of the Company's 2021 RRM filing through its Executive Committee, assisted by Cities' attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as Cities' counsel and consultants, recommends that Cities approve an increase in base rates for the Company of $152,000.00 with an effective date of December 1, 2021; and

WHEREAS, the tariffs attached hereto as Exhibit A, which implement new rates, are consistent with the recommendation of Cities' Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits as shown in Exhibit B, which is attached hereto; and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability as shown in Exhibit C, which is attached hereto; and

WHEREAS, the RRM Tariff contemplates reimbursement of Cities' reasonable expenses associated with RRM applications;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the findings set forth in this Resolution are hereby in all things approved.

SECTION TWO. That, without prejudice to future litigation of any issue identified by Cities, the City Council finds that the settled amount of an increase in revenues of $152,000.00 for Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by the Company within the municipal

limits arising from the Company's 2021 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

SECTION THREE. That the existing rates for natural gas service provided by the Company are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A are just and reasonable and are designed to allow the Company to recover annually an additional $152,000.00 in revenue from customers in Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

SECTION FOUR. That the ratemaking treatment for pensions and retiree medical benefits in the Company's next RRM filing shall be as set forth on Exhibit B, which is attached hereto and incorporated herein.

SECTION FIVE. That subject to any future settlement or decision regarding the balance of excess deferred income tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, which is attached hereto and incorporated herein.

SECTION SIX. That the Company shall reimburse the reasonable ratemaking expenses of Cities in processing the Company's 2021 RRM filing.

SECTION SEVEN. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

SECTION EIGHT. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION NINE. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION TEN. That consistent with the City ordinance that established the RRM

process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2021.

SECTION ELEVEN. That the City Secretary is hereby authorized and directed to send copies of this Resolution to Atmos West Texas, care of Philip Littlejohn, Vice President of Rates and Regulatory Affairs, West Texas Division, 6606 66th Street, Lubbock, Texas 79424, and Thomas Brocato, General Counsel to Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Morris Williams, Deputy City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

S:\Resolutions\Administration\2021\Atmos\Approve Settlement.wpd

Exhibit A
to 2021 RRM Resolution or Ordinance

Tariffs Effective December 1, 2021

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**RESIDENTIAL GAS SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on and after 12/01/2021**	

Availability

This schedule is applicable to general use by Residential customers for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	$ 17.52
Consumption Charge	$ 0.27674 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**COMMERCIAL GAS SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on and after 12/01/2021**	

Availability

This schedule is applicable to Commercial customers, including hospitals and churches, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	$ 51.61
Consumption Charge	$ 0.16312 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**INDUSTRIAL GAS SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on and after 12/01/2021**	

Availability

This schedule is applicable to the sales to any industrial or commercial customer whose predominant use of natural gas is other than space heating, cooking, water heating or other similar type uses. Service under this schedule is available to eligible customers following execution of a contract specifying the maximum hourly load. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	$ 530.85
Consumption Charge	$ 0.10081 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**PUBLIC AUTHORITY GAS SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on and after 12/01/2021**	

Availability

This schedule is applicable to general use by Public Authority type customers, including public schools, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	$ 145.17
Consumption Charge	$ 0.14227 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**TRANSPORTATION SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on and after 12/01/2021**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., West Texas Division Distribution System for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility with an estimated annual usage greater than 100,000 Ccf per meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and Ccf charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 530.85 per month
Consumption Charge	$ 0.10081 per Ccf

Upstream Transportation Cost Recovery: The customer is responsible for all upstream transportation costs.

Retention Adjustment: Plus a quantity of gas equal to the Company's most recently calculated financial L&U percentage for the twelve months ended September multiplied by the gas received into Atmos Energy Corporation's West Texas Division for transportation to the customer.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

The West Texas Division Rider RRM applies to this schedule.

Conversions: Units may be converted from Ccf to Mcf or Mmbtu as necessary to comply with the underlying transportation agreement.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**TRANSPORTATION SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on and after 12/01/2021**	

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company a monthly imbalance fee at the end of each month as defined in the applicable Transportation Agreement,

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha".

Replacement Index
In the event the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive transportation service under this tariff, customer must have the type of meter, instrumentation, and communication required by Company. Customer must pay Company all costs associated with the acquisition and installation of the required equipment.

Exhibit B
to 2021 RRM Resolution or Ordinance

Schedule for Pensions and Retiree Medical Benefits

ATMOS ENERGY CORPORATION
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR APPROVAL
TEST YEAR ENDING DECEMBER 31, 2020

Line No.	Description	Shared Services		WTX			
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	Total
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2021 Willis Towers Watson Report	$ 2,884,473	$ 4,852,048	$ 1,072,565	$ 1,678,463	$ 58,565	
2	Allocation Factor	7.47%	7.47%	96.59%	96.59%	96.59%	
3	Proposed Benefits Benchmark Costs (Excluding Removed Cost Centers) Allocated to West Texas (Ln 1 x Ln 2)	$ 215,394	$ 362,320	$ 1,035,991	$ 1,621,227	$ 56,568	
4	O&M and Capital Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs To Approve (Excluding Removed Cost Centers) (Ln 3 x Ln 4)	$ 215,394	$ 362,320	$ 1,035,991	$ 1,621,227	$ 56,568	$ 3,291,500
6							
7							
8							
9	Summary of Expense Costs to Approve:						
10	O&M Expense Factor (WP_F-2.3, Ln 2)	69.20%	69.20%	51.03%	51.03%	100.00%	
11							
12	Total Pension Account Plan	$ 149,063		$ 528,658			$ 677,721
13	Total Post-Employment Benefit Plan		$ 250,743		$ 827,300		1,078,043
14	Total Supplemental Executive Benefit Plan					$ 56,568	56,568
15	Total (Sum Ln 12 through Ln 14)	$ 149,063	$ 250,743	$ 528,658	$ 827,300	$ 56,568	$ 1,812,332

Exhibit C
to 2021 RRM Resolution or Ordinance

Schedule for Amortization of Regulatory Liability

ATMOS ENERGY CORPORATION
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM
AMORTIZATION OF REGULATORY LIABILITY
TEST YEAR ENDING DECEMBER 31, 2020

Line No.	Year Ended Dec. 31	Beginning Protected Balance	Protected Amortization	Ending Protected Balance	Beginning Unprotected Balance	Unprotected Amortization	Ending Unprotected Balance	Total Protected & Unprotected Amortization	Total Protected & Unprotected Balance
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1	2017			$ 4,520,509			$ 54,690,095		$ 59,210,604
2	2018	$ 4,520,509	$ 45,205	4,475,304	$ 54,690,095	$ 616,780	54,073,315	$ 661,985	58,548,619
3	2019	4,475,304	180,820	4,294,484	54,073,315	2,418,047	51,655,269	2,598,867	55,949,752
4	2020	4,294,484	180,820	4,113,663	51,655,269	2,262,557	49,392,712	2,443,377	53,506,375
5	2021	4,113,663	316,436	3,797,228	49,392,712	3,888,027	45,504,685	4,204,463	49,301,912
6	2022	3,797,228	180,820	3,616,407	45,504,685	9,579,934	35,924,751	9,760,754	39,541,158
7	2023	3,616,407	180,820	3,435,587	35,924,751	9,579,934	26,344,817	9,760,754	29,780,404
8	2024	3,435,587	180,820	3,254,766	26,344,817	9,579,934	16,764,884	9,760,754	20,019,650
9	2025	3,254,766	180,820	3,073,946	16,764,884	9,579,934	7,184,950	9,760,754	10,258,896
10	2026	3,073,946	180,820	2,893,126	7,184,950	7,184,950	0	7,365,771	2,893,126
11	2027	2,893,126	180,820	2,712,305				180,820	2,712,305
12	2028	2,712,305	180,820	2,531,485				180,820	2,531,485
13	2029	2,531,485	180,820	2,350,665				180,820	2,350,665
14	2030	2,350,665	180,820	2,169,844				180,820	2,169,844
15	2031	2,169,844	180,820	1,989,024				180,820	1,989,024
16	2032	1,989,024	180,820	1,808,204				180,820	1,808,204
17	2033	1,808,204	180,820	1,627,383				180,820	1,627,383
18	2034	1,627,383	180,820	1,446,563				180,820	1,446,563
19	2035	1,446,563	180,820	1,265,743				180,820	1,265,743
20	2036	1,265,743	180,820	1,084,922				180,820	1,084,922
21	2037	1,084,922	180,820	904,102				180,820	904,102
22	2038	904,102	180,820	723,281				180,820	723,281
23	2039	723,281	180,820	542,461				180,820	542,461
24	2040	542,461	180,820	361,641				180,820	361,641
25	2041	361,641	180,820	180,820				180,820	180,820
26	2042	180,820	180,820	-				180,820	-
27									

28 Notes:
29 1. The annual amortization of the protected balance is a 25 year recovery period based on the Reverse South Georgia Method. The annual amortization of the unprotected balance is 5 years.
30 2. The Regulatory Liability is recorded to FERC Accounts 242 and 253, Sub Acct 27909.
31 3. This is the final WTX liability balance after the filing of Fiscal Year 2018 tax return.

City of Midland
Office Memorandum

DATE: August 10, 2021

TO: The Honorable Mayor and City Council Members

FROM: Amy Turner, City Secretary

SUBJECT: Resolution calling an election for four City Officials; amending the boundary of the City election and City Council Districts: providing for use of accessible voting systems; establishing election precincts for said election; and establishing vote centers for said election.

The proposed resolution calls the election to be held November 2, 2021 for two City Council Members At-Large and for City Council Members representing Districts 1 and 2. It also designates the vote centers and early voting dates and locations.

The City's share of the cost of this joint election in Midland County is estimated at $20,000 and is handled through the master inter-local agreement with Midland County. The City's share of the cost of the joint election with Martin County is approximately $5,000.

RESOLUTION NO. _____

RESOLUTION CALLING AN ELECTION FOR FOUR CITY OFFICIALS; AMENDING THE BOUNDARY OF THE CITY ELECTION AND CITY COUNCIL DISTRICTS; 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 of City officials may be held on the first Tuesday after the first Monday in November during 2021; and

WHEREAS, it is necessary for the City Council to order that an election be held on Tuesday, November 2, 2021, and to establish election precincts and vote centers for the current election year beginning April 1, 2021;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That an election be, and is, hereby ordered to be held on Tuesday, November 2, 2021, during the hours of 7:00 a.m. to 7:00 p.m. for the offices of City Council Member At-Large (two positions) and City Council Members representing Districts 1 and 2.

SECTION TWO. That due to recent annexations by the City of Midland, the limits or boundaries of Single Member Districts 2 and 4 and of the City as a whole, along with the boundaries of City Election Precinct Nos. 6, 13, and 29 are hereby amended to add the additional property shown on Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION THREE. That the City hereby adopts for use in early and election day voting the ExpressVote Electronic Voting System in Midland County and the Varity Electronic Voting System in Martin County, as approved by the Secretary of State. Optical scan ballots shall be used for early voting by mail and provisional ballots, and the electronic voting systems shall be used for early voting by personal appearance and in each vote center

in the City on election day.

SECTION FOUR. That in accordance with the provisions of Texas Election Code § 42.061, the Municipal Election precincts for the voting year effective April 1, 2021, through March 31, 2022, 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 Nos. 307 and 307A;

City Election Precinct No. 8, containing County Voting Precinct No. 205;

City Election Precinct No. 9, containing County Voting Precinct No. 212;

City Election Precinct No. 10, containing County Voting Precinct Nos. 104, 109 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 No. 408;

City Election Precinct No. 26, containing County Voting Precinct No. 409 and 411;

City Election Precinct No. 27, containing County Voting Precinct Nos. 402 and 402A;

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.

SECTION FIVE. That in accordance with the provisions of Texas Election Code §§ 43.004, 271.002 and 271.003, the Municipal vote centers for the election to be held on Tuesday, November 2, 2021, are hereby designated as follows:

MIDLAND COUNTY

Annex Courtroom located at 2110 North A St.
Centennial Library, Meeting Room 113 located at 2503 W. Loop 250 N.
Fairmont Park Church of Christ, Classroom 2 located at 3813 N. Midland Dr.
Golf Course Church of Christ, Rooms 301 and 302 located at 3500 W. Golf Course Rd.
Greater Ideal Life Center, Samuel Evan Chapel located at 301 S. Tyler St.
Greenwood Baptist Church, Sanctuary located at 10909 FM 307
Library at the Plaza, Community Room located at 301 W. Missouri Ave.
MLK, Jr. Community Center, Activity Room located at 2300 Butternut Ln.
Odessa Country Club, Pool House located at #1 Fairway Dr.
Presence Church, Sanctuary located at 901 N. Midland Dr.
St. Paul's Methodist Church, Fellowship Hall located at 4501 Thomason Dr.
Stonegate Fellowship, Foyer of Building C located at 6000 W. Wadley Ave.

MARTIN COUNTY

Martin County Community Center located at 301 N. Theresa St., Stanton, Texas

SECTION SIX. 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 systems, 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 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 SEVEN. That early voting in Midland County shall be conducted at the Midland County Election Administrator's Office, in the County Annex, 2110 North A Street, Midland, Texas in accordance with the provisions of Texas Election Code § 85.002. Early voting shall be by electronic voting system, and shall be conducted during the regular office hours of 8:00 a.m. to 5:00 p.m. on October 18, 2021, through October 22, 2021; from 8:00 a.m. to 5:00 p.m on October 25, 2021, through October 27, 2021; and from 7:00 a.m. to 7:00 p.m. on October 28, 2021, through October 29, 2021. Applications for ballots by mail shall be addressed to Early Voting Clerk, P.O. Box 3434, Midland, Texas 79702. Contact information for the Midland County Elections Office is as follows: 432-688-4890, cgraves@mcounty.com, www.co.midland.tx/us/328/elections-office.

SECTION EIGHT. That early voting in Martin County shall be conducted at the Martin County Election/Voter Registrar Office, 110 W. School, Stanton, Texas 79782 in accordance with the provisions of Texas Election Code § 85.002. Early voting shall be by electronic voting system, and shall be conducted during the regular office hours of 8:00 a.m. to 12:00 p.m. and 1:00 p.m to 5:00 p.m. on October 18, 2021 through October 22, 2021; from 8:00 a.m. to 12:00 p.m. and 1:00 p.m to 5:00 p.m. on October 25, 2021, through October 29, 2021. Applications for ballots by mail shall be addressed to Helen Floyd, Martin County Election Administrator, P.O. Box 1009, Stanton, Texas 79782. Contact information for the Martin County Elections Office is as follows: 432-607-3580, hfloyd@co.martin.tx.us, helen.floyd4591@yahoo.com, www.martincountytx.com/158/Elections-Administration-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., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

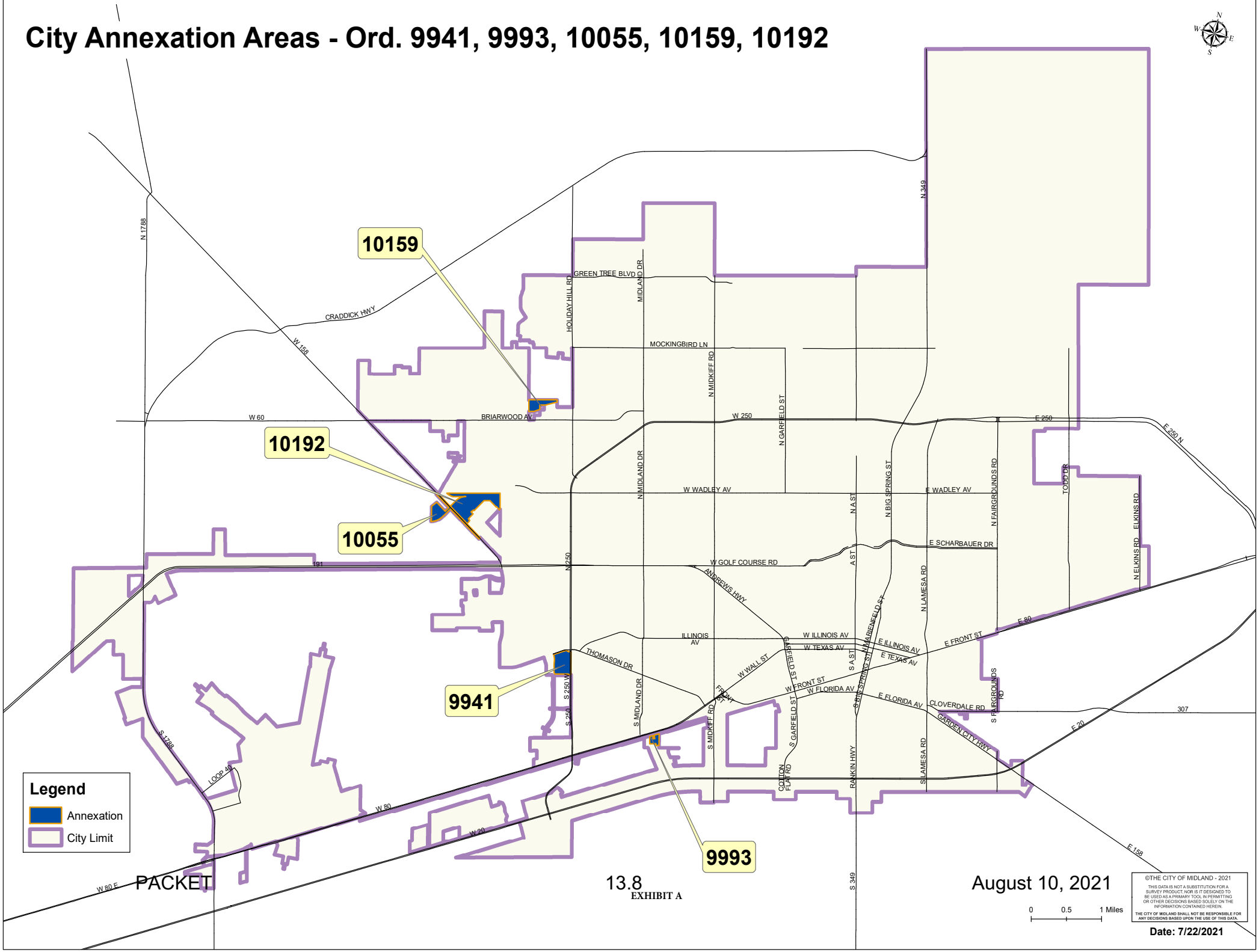
APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

City Annexation Areas - Ord. 9941, 9993, 10055, 10159, 10192



PACKET

13.8

EXHIBIT A

August 10, 2021

0 0.5 1 Miles

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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

Date: 7/22/2021

City Council Meeting

Item Number: 14

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT WITH CASA DE AMIGOS FOR THE SENIOR NUTRITION GRAB-N-GO PROGRAM IN THE AMOUNT OF $30,000.00; AND ALLOCATING FUNDS (DISTRICT: ALL) (DEVELOPMENT SERVICES)

Purpose:

Resolution authorizing the execution of a Community Development Block Grant (COVID-19) contract with Casa de Amigos of Midland for the Senior Nutrition Grab-N-Go program in the amount of $ 30,000.00.

Recommended City Council Action:

Approve

Fiscal Impact:

No additional fiscal impact to the City is anticipated.

Discussion:

The program will be administered by Casa De Amigos of Midland. A total of 400 seniors, served twice weekly are expected during the program at three locations, South East Senior Center and Casa de Amigos and Midland Senior Center.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT WITH CASA DE AMIGOS FOR THE SENIOR NUTRITION GRAB-N-GO PROGRAM IN THE AMOUNT OF $30,000.00; AND ALLOCATING FUNDS

WHEREAS, the City of Midland, Texas, has heretofore allocated $30,000.00 to Casa de Amigos, to provide meals to low income senior citizens; and

WHEREAS, the City Council finds it to be in the public interest to enter into a contract with Casa de Amigos to provide this service with such grant funds;

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, Texas, a contract with Casa de Amigos to administer and operate the Senior Nutrition Grab-N-Go Program to provide meals to low income senior citizens with grant funds received from the United States Department of Housing and Urban Development, said contract to be substantially in the form of that attached hereto as Exhibit "1" and made a part hereof for all legal purposes.

SECTION TWO. That funds are available and will be allocated to this program in the 2020-2021 CDBG CARES ACT Project #700299-060.

SECTION THREE. That the City Comptroller is hereby authorized and directed to make payment to Casa de Amigos pursuant to terms of the contract, not to exceed a total amount of $30,000.00 , upon receipt of proper invoice or statement approved by the City Manager. The final payment must be a minimum of $3,000.00.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

_____
Christy Weakland, Interim Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development Administrator

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

SCOPE OF SERVICE- CITY OF MIDLAND CDBG-CV EMERGENCY AID, RELIEF, AND ECONOMIC SECURITY FUND PROGRAM

Casa de Amigos through its Citywide Community Services (CCS) department will provide GRAB-N-GO noon meals at the Midland Senior Centers to low income Senior Citizens as an alternative method to regular dining room meals because having a meal in congregate style pose a serious and immediate threat to the health and welfare of senior citizens due to COVID-19. Casa de Amigos will provide two meals a week for 400 participants from May. 1, 2021 to September 30, 2021. Meals preparation will be contracted with local vendors at a meal cost of $7.00 to $7.50 per count.

The hope it that a resolution to COVID-19 will be imminent by that time and senior citizens will be able to congregate safely once again. The meals will be distributed from each Senior Center – 140 from the Midland Southeast Senior Center, 160 from the Midland Senior Center and 100 from the Casa de Amigos Senior Center.

A minimum 95% of all participants will be low and moderate income and meet the HUD income criteria as documented and verified by Casa de Amigos staff. Clients that are documented as senior citizens or disabled persons as defined by HUD will be presumed to be a benefit low and moderate-income activity under its limited clientele provisions.

On a monthly basis, Casa de Amigos will provide program performance and financial reports. Tonya Eckert, Executive Director of Casa, is responsible for administration of the program.

BUDGET:

$30,000

City Council Meeting

Item Number: 15

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT WITH THE SALVATION ARMY OF MIDLAND FOR THE HOMELESS MEAL AND FOODBOX PROGRAM IN THE AMOUNT OF $142,500.00; AND ALLOCATING FUNDS (DISTRICT: ALL) (DEVELOPMENT SERVICES)

Purpose:

Resolution authorizing the execution of a Community Development Block Grant (COVID-19) contract with Salvation Army of Midland for the Homeless Meal and Foodbox program in the amount of $ 142,500.00.

Recommended City Council Action:

Approve

Fiscal Impact:

No additional fiscal impact to the City is anticipated.

Discussion:

The program will be administered by Salvation Army of Midland of Midland. A total of 500 meals per day are expected to be served during the program at Salvation Army Homeless Shelters and Soup Kitchens.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT WITH THE SALVATION ARMY OF MIDLAND FOR THE HOMELESS MEAL AND FOODBOX PROGRAM IN THE AMOUNT OF $142,500.00; AND ALLOCATING FUNDS

WHEREAS, the City of Midland, Texas, has heretofore allocated $142,500.00 to the Salvation Army of Midland, to provide meals to low income citizens; and

WHEREAS, the City Council finds it to be in the public interest to enter into a contract with the Salvation Army of Midland to provide this service with such grant funds;

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, Texas, a contract with the Salvation Army of Midland to administer and operate the Homelss Meal and Foodbox Program to provide meals to low income citizens with grant funds received from the United States Department of Housing and Urban Development, said contract to be substantially in the form of that attached hereto as Exhibit "1" and made a part hereof for all legal purposes.

SECTION TWO. That funds are available and will be allocated to this program in the 2020-2021 CDBG CARES ACT Project #700299-060.

SECTION THREE. That the City Comptroller is hereby authorized and directed to make payment to the Salvation Army of Midland pursuant to terms of the contract, not to exceed a total amount of $142,500.00, upon receipt of proper invoice or statement approved by the City Manager. The final payment must be a minimum of $3,000.00.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by

the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

_____
Christy Weakland, Interim Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development Administrator

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

SCOPE OF SERVICE- CITY OF MIDLAND CDBG-CV EMERGENCY AID, RELIEF, AND ECONOMIC SECURITY FUND PROGRAM

Salvation Army of Midland through its Homeless Services Program will provide meals at the Homeless Shelter and Soup Kitchen to low income citizens in a congregate style setting. The Salvation Army will provide three meals a per day for 400 participants from May. 1, 2021 to September 30, 2021. Meals preparation will be contracted with local participating restaurants at a meal cost of $7.00 to $7.50 per count.

A minimum 99% of all participants will be low and moderate income and meet the HUD income criteria as documented and verified by Salvation Army of Midland staff. Clients that are documented as homeless citizens or disabled persons as defined by HUD will be Presumed Benefit low and moderate-income under its limited clientele provisions.

On a monthly basis, Salvation Army of Midland will provide program performance and financial reports. Lieutenants Robert Coriston and Kristin Coriston is responsible for administration of the program.

BUDGET:

$142,500

City Council Meeting

Item Number: 16

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Seth Herman, Police Chief

Subject: RESOLUTION AUTHORIZING AN OPERATING CERTIFICATE FOR RUBEN RAMIREZ TO OPERATE A LIMOUSINE BUSINESS; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE (DISTRICT: ALL) (POLICE)

Purpose:

RESOLUTION AUTHORIZING AN OPERATING CERTIFICATE FOR PARADISE SHUTTLE LLC TO OPERATE A LIMOUSINE BUSINESS; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE.

Recommended City Council Action:

Approve

Fiscal Impact:

NONE

Discussion:

Ruben Ramirez, owner of Paradise Shuttle, has filed an application with the City Secretary's Office for the issuance of an operating certificate. Mr. Ramirez has successfully passed the requisite background investigation related to criminal and driving records conducted by the Midland Police Department. Furthermore, Mr. Ramirez has furnished all necessary documents related to proof of financial responsibility and has signed a copy of the operating certificate indicating his acceptance of provisions.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN OPERATING CERTIFICATE FOR RUBEN RAMIREZ TO OPERATE A LIMOUSINE BUSINESS; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Secretary is hereby authorized and directed to act on behalf of the City of Midland to grant to Ruben Ramirez an operating certificate for a limousine business pursuant to Title V, Chapter 6 of the Midland City Code, the provisions of said certificate to be as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION TWO. Notwithstanding Section One, above, the City Secretary shall not issue the operating certificate set forth above unless and until:

A. Ruben Ramirez has delivered to the City Secretary a current certificate of insurance indicating compliance with the insurance requirements set forth in Section 5-6-2(F) of the Midland City Code for all motor vehicles to be used as limousines under the Operating Certificate; and

B. Ruben Ramirez has paid to the City the amount of the annual fee required under Section 5-6-2(G) of the City Code; and

C. Ruben Ramirez has signed a copy of the Operating Certificate indicating acceptance of the provisions set forth therein.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Seth Herman, Police Chief

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

CITY OF MIDLAND OPERATING CERTIFICATE FOR LIMOUSINE BUSINESS

THIS OPERATING CERTIFICATE is issued to Ruben Ramirez (hereafter called "Operator") whose address is 16090 Horseshoe Drive, Gardendale, Texas 79758, pursuant to Title V, Chapter 6 of the Midland City Code, for the purpose of granting to Operator the privilege of operating a limousine business along, across, and over the public streets of the City of Midland, Texas, now laid out or dedicated, and all extensions thereof, subject to the following provisions and conditions:

1. Business Name: The name of the limousine business operated pursuant to this certificate shall be Paradise Shuttle.

2. Term: This certificate shall be valid and in effect for five years from the date of issuance indicated below, subject to earlier termination as set forth in the Midland City Code.

3. Suspension of Certificate for Non-Payment: This certificate shall be automatically suspended on March 1 of any year during the term of this certificate if Operator has not paid the annual fee required by Section 5-6-2(G) of the Midland City Code when due, and shall remain suspended until the annual fee is paid.

4. Compliance With All Laws: Operator must at all times operate the above-named limousine business in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including, but not limited to, Title V, Chapter 6 and Title XIII, Chapter 2 of the Midland City Code, as amended from time to time, and this certificate may be revoked by the Midland City Council at any time for Operator's non-compliance with said laws, regulations, or ordinances.

5. Assignability and Transferability: This certificate is personal to the Operator named above and may not be assigned by sale or otherwise to any other person or entity. Any attempt to assign this certificate or any interest in this certificate shall be void and will serve as grounds for termination of this certificate by the City.

6. Airport Privileges: This certificate grants to the Operator the privilege of operating at Midland International Air & Space Port, provided that such operations shall not be permitted until Operator has complied with Section 5-6-8 of the Midland City Code.

ISSUED THIS _____ DAY OF _____, 2021.

_____
Amy M. Turner, City Secretary
City of Midland, Texas

ACCEPTANCE

The Operator herein named accepts this Operating Certificate and agrees to abide by all its provisions and all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, applicable provisions of the Midland City Code, as amended, and the regulations governing the charging of fares between the City of Midland and the City of Odessa.

Name:_____ Date:_____

TAXI/LIMO OPERATING CERTIFICATE

APPLICATION CHECKLIST

Date Submitted	06-09-2021
Name of Applicant	Paradise Shuttle
Application Complete?	Yes ✓ NO
Attachments Complete?	Yes ✓ NO
Copy of current lease or affidavit to ownership & occupancy	Yes ✓ NO
Application verified by City Secretary's Office:	Jamie
Certificate of Insurance Included? ***(5-6-2 (F)3)**	Yes ✓ NO
Certificate of Insurance reviewed by Legal?	Approved: ✓ Disapproved:
Original Application sent to Chief of Police by the City Secretary's Office?	Date Sent: 07-22-2021
Reviewed by Chief of Police?	Approved: Disapproved:
On file with City Secretary Office 15 days prior to Council Meeting *** (5-6-2(B))**	Yes NO
Date Application went to Council	
Results	Approved: Rejected:

References from Ordinance NO. 9577

Following review Please return to: Jamie R. Lopez
City Secretary's Office
City Hall Room 330

For questions please call: 432-685-7559

CITY OF MIDLAND

APPLICATION FOR OPERATING CERTIFICATE
FOR LIMOUSINE BUSINESS

The City of Midland reserves the right to deny this application and to require additional information as needed.

Please print in **black ink or type**:

1. Applicant Information:

   a. Name (complete): Paradise Shuttle
   Permanent Address: 11090 Flareshire Dr.
   Mailing Address: PO Box 765
   City Gardendale State TX Zip 79758
   Phone: 432-208-8602

   b. Is this application filed by a partnership? Yes ____ No ✓
   If Yes, list all partners' names, addresses and phone numbers:

Name	Address	Phone

   c. Is this application filed by a corporation? Yes ___ No ✓
   If Yes, list the name and location of its principal place of business:

   Attach a list of the names and addresses of all officers, directors and stockholders in the corporation.

   d. List all persons with an interest in this limousine business:

Name	Address	Occupation

2. Limousine Business Information:
   a. Headquarters Address: Paradise Shuttle
   Headquarters Phone: 432-208-8602

   b. Location and Description of Additional Limousine Stands:

   c. Trade Name: _____

   d. Color Scheme: White

e. Description of each limousine:

Year	Make	Model	Limo #	Owner	Leased?
2020	Chevrolet	Express 2500 12 pass van		Ruben Ramirez	

3. Do you currently operate or have an interest in any limousine business other than Midland? If yes, provide complete information concerning same.

NO

4. Please outline below your program and requirements to test employees to determine use of illegal drugs? (Minimum requirement: Test 50% of employees and 50% of contract drivers at least once a year.)

Test 100% of employees & 100% of Contract drivers at least once per year.

5. The following should be attached and made a part of this application:

Attachment A: financial statement of applicant and for all partners or corporation.

Attachment B: statement of assets and liabilities dedicated to limousine business.

Attachment C: liability insurance certificate to be approved by City Attorney's office.

Attachment D: applicants must supply a copy of their corporate charter or a copy of the corporation's certificate from the Texas Secretary of State indicating authority to conduct business in the State of Texas.

Attachment E: applicant's experience record.

Attachment F: City chauffeur's license application information.

6. Affidavit

I hereby swear or affirm that the information on this application and the attachments to same are true and correct to the best of my knowledge.

Ruben Ramirez
Applicant's signature

Subscribed and sworn to before me by the said this the 8 day of June, 2021 to certify which witness my hand and seal of office.

ANNALISA VILLARREAL
Notary Public, State of Texas
Comm. Expires 03-01-2025
Notary ID 12518659-1

A. Villarreal
Notary Public

PLEASE BE ADVISED THAT CRIMINAL RECORDS OF ALL APPLICANTS WILL BE CHECKED PURSUANT TO TEX. REV. CIV. STAT. ANN. ART. 6252-13c (VERNON SUPP. 1998)

Return completed application and attachments to:

City Secretary's Office
300 N. Loraine, Room 340
Midland, Texas 79701

Attachment A

FINANCIAL STATEMENT

The following is a financial statement for Ruben Ramirez, an applicant for a limousine operating certificate in the application attached. This constitutes a full disclosure of my financial status. (Attach additional pages if necessary.)

ASSETS	LIABILITIES
REAL ESTATE	
16090 Horseshoe Dr.	
$200,000	
AUTOMOBILES	
2002 Lexus	
$4,000	
PERSONAL AND HOUSEHOLD GOODS	
CASH	
SECURITIES, STOCKS, OTHER INVESTMENTS	
OTHER	

Ruben Ramirez
Applicant

Attachment B

ASSETS AND LIABILITIES DEDICATED TO LIMOUSINEBUSINESS

I, Ruben Ramirez, the applicant for an operating certificate in the attached application, hereby designate the following of my assets and liabilities as being dedicated to the limousine business for which I seek an operating certificate. The following represents a full disclosure of my financial commitment to that limousinebusiness.

ASSETS	LIABILITIES
REAL ESTATE	
AUTOMOBILES	
	2020 Chev Express 2500 - 12 years
	$18,000
PERSONAL AND HOUSEHOLD GOODS	
CASH	
SECURITIES, STOCKS, OTHER INVESTMENTS	
OTHER	

Ruben Ramirez
Applicant

Attachment C

INSURANCE COVERAGE

A Certificate of Insurance listing coverage and each vehicle covered shall be filed with this application as set forth in City Code 5-6-2(F).

Coverage shall be:

(a) not less than twenty thousand dollars ($20,000.00) for bodily injury or death in any one accident;

(b) not less than forty thousand dollars ($40,000.00) because of injury or death of two (2) or more persons in any one accident;

(c) not less than fifteen thousand dollars ($15,000.00) for property damage;

(d) not less than two thousand dollars ($2,000.00) for personal injury protection for passengers; and

(e) include uninsured motorists coverage in the same amounts as required for liability coverage.

"Need a copy of Certificate of Liability" showing the above Coverages.

Attachment D

CORPORATE CHARTER OR CERTIFICATE

Corporate applicants must supply a copy of their Corporate Charter or a copy of the corporation's certificate from the Texas Secretary of State indicating the corporation's authority to conduct business in the State of Texas. Please attach as Attachment D.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/22/2021 11:09 AM

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: M.J. Kelly of Arkansas, Inc.	
VILLARREAL INSURNACE AGENCY 1500 NORTH GRANDVIEW Odessa, TX 79761	PHONE (A/C. No. Ext): 5019453159	FAC (A/C. No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
RUBEN RAMIREZ PO BOX 765 GARDENDALE, TX 79758	INSURER A: NATIONAL LIABILITY & FIRE INSURANCE	20052
	INSURER B: COMPANY	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 496,889 **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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
A	AUTOMOBILE AUTHORITY						COMBINED SINGLE LIMIT (Ea accident)	$ N/A
	☐ ANY AUTO						BODILY INJURY (Per Person)	$ 30,000
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS			73APR397649	06/04/2021 4:11 PM	06/04/2022 12:01 AM	BODILY INJURY (Per accident)	$ 60,000
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ 25,000
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E. L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E. L. DISEASE – EA EMPLOYEE	$
							E. L. DISEASE – POLICY LIMIT	$
	☐							$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Year, Make, Model, VIN	Collision	Comp or Spec. Caus.	Stated Amount	Phys. Dam. Deductible	In-Tow Limit	Cargo Limit
2020 CHEVROLET EXPRESS 2500 VA 1GAWGEFG6L1272275	Covered	C	35,000	1000/1000	N/A	N/A

CERTIFICATE HOLDER

CITY OF MIDLAND
PO BOX 1152
MIDLAND, TX 79702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)
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M-5652 (11/2010) The ACORD name and logo are registered marks of ACORD

Named Insured: **RUBEN RAMIREZ**
Policy Term: **6/4/2021 - 6/4/2022**
Rated State: **Texas**
Policy Status: **In-Force**

Policy Number: **73APR397649**
Previous Policy:
Current Term Premium: **$5,875.00**
Taxes/Fees: **$4.00**
Cancel/Reinstate/Non-Renew: **Submit & Issue Notice**
Notes

Summary | Insured | Coverages | Drivers | Vehicles | Additional Interests | Transaction History

Policy Summary

Surcharges
Print Policy Snapshot

Insured Information
Top Of Page

Loss Control Information

Name:	RUBEN RAMIREZ
Address:	PO BOX 765
City, State, Zip:	GARDENDALE, TX 79758
Phone:	

Coverage Information
Top Of Page

Coverage	Limit	Premium**
Liability	$30,000/$60,000/$25,000	$1,881.00
UM/UIM	$30,000/$60,000/$25,000 (BI & PD)	$300.00
PIP		$152.00
Physical Damage	$35,000	$3,542.00
Current Term Premium		$5,875.00
Anti-theft		$4.00

**This is as of Endorsement #2

Driver Information
Top Of Page

Name	Status
RUBEN RAMIREZ	ACTIVE

Current Vehicle Information
Top Of Page

#	Vehicle	VIN	Physical Damage	Premium
1	2020 CHEVROLET EXPRESS 2500 VA	1GAWGEFG6L1272275	$35,000 Ded:$1,000/$1,000	$5,575.00

National Indemnity group of insurance companies

- National Indemnity Company
- National Liability & Fire Insurance Company
- National Fire & Marine Insurance Company
- National Indemnity Company of the South
- National Indemnity Company of Mid-America
- Columbia Insurance Company

National Indemnity Company © 2009-2011.
Site designed by iAppeal Media

Attachment E

EXPERIENCE RECORD

I, Ruben Ramirez, the applicant for a limousine operating certificate in the attached application, have the following experience record in relation to limousineand other commercial transportation:

N/A		

Total number of years driving a taxicab:

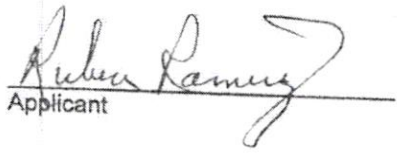
How long have you held a driver's license? 50 years Date of Birth: 3-14-1949

Provide information below for States in which you have held a Driver's License:

TX	12-11-67	C	4574249

Describe any accident with a motor vehicle which you have had in the last ten years. Specific responsibility for the accident, any property damaged and the extent of any injuries suffered by any person involved:

Other Comments:



Applicant

Attachment F
CITY CHAUFFEUR'S LICENSE

Full Name (including Maiden): Ruben C Ramirez 79758
Address: 110090 Horseshoe Dr Gardendale TX Phone: 432-208-8602
Business Address: PO Box 705 Gardendale TX Phone: "
Birth Place: Artesia NM Birth Date: 3/14/1949 Age:
Race: Hisp Sex: M Hgt 5'8 Wgt: 160 Hair: White Eyes: brwn Complexion:
List any body or facial marks/defects:
Length of Residence: Midland 0 State TX U.S. Citizen? (Yes or No:
Driving Experience-Number of Years: 56 Social Security #: 585 26 7728

TX DRIVERS LICENSE #: 4574249

LIMOUSINE COMPANY YOU ARE WORKING FOR:
Name of Limousine Company: Paradise Shuttle
Limousine Company Address: PO Box 705 Gardendale TX 79758
Physician Name: Santiago Giraldo
Physician Address: 8050 TX 191 #200 Phone #: 432-337-5477
Odessa TX 79765

HAVE YOU EVER BEEN ARRESTED? Yes _____ No ✓

List the charge(s) whether or not you know the date and/or disposition, and whether or not you were convicted: (Do not list traffic violations here.)

Place Arrested	Date	Charge	Disposition

(List additional arrests on the back of this sheet.)

If convicted of a criminal offense, you may attach any recommendations from authorities regarding your record of good conduct.

List all traffic violations you have received (if any):

Place	Date	Charge	Disposition

(List additional traffic violations on the back of this sheet.)

Any omission will result in a denial of this application. This information is true and correct to the best of my knowledge.

Signed: Ruben Ramirez
Dated: 6-8-21

City Council Meeting

Item Number: 17

Meeting Date: August 10, 2021

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License Amendment (21-329-022) with Medallion Crude Oil Logistics LLC, regarding City-owned property described as Sections 4, 9, and 16, Block 37, Township 3 South, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This Amendment to ROW License 2021-18559 recorded in Midland County, effective June 9, 2021. Amendment will permit applicant a 30' x 50' long (1,500 square foot) surface area within the existing 30' wide right of way to place an 8 inch (8") private, steel construction, above ground block valve in the proposed crude pipeline on City of Midland owned real property known as the Sprayberry Farm. Pipeline and surface area are located away from farming operations.

This Right-of-Way License is proposed for a single five (5) year period with the option for a single five (5) year renewal. Terms are consistent with the City's standard license for pipeline facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee: $1,000.00

Annual Lease Rate – pipeline: (957.8 rods x $20/rod): $19,156.00 – collected
Surface area: ($0.08 * 1,500 sq. ft.): $120.00 / $400.00 minimum fee
Surface Damages: (957.8 rods x $10/rod): $9,578.00 - collected

Total Collected this amendment: $1,400.00

Discussion:

This private, X-52 - .250” FBE coated, steel construction mainline block valve is 8 inches (8) in diameter and will be above ground in a protected area, the pipeline will be buried forty-eight inches (48) deep.

All fees have been collected.

Certificates of Insurance (COI) with City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland has been collected and on file.

City Secretary to record completed License Agreement

Robert Patrick

City Manager’s Office

AMENDMENT TO THE RIGHT OF WAY LICENSE
BETWEEN MEDALLION CRUDE OIL LOGISTICS, LLC
AND
THE CITY OF MIDLAND, TEXAS

THIS AMENDMENT is made and effective this ___ day of _____, 2021, by and between Medallion Crude Oil Logistics, LLC ("Company"), and the City of Midland ("City"), a home-rule municipality.

WHEREAS, Company and City entered into that certain Right of Way License dated June 9, 2021 (the "License"), for the right to enter upon certain City-owned property for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing a X52-.250 FBE coated steel construction pipeline on and across City's property which was approved by the Midland City Council by Motion No. 061-2021; and

WHEREAS, the License has been in full force and effect since its effective date and has not been allowed to lapse; and

WHEREAS, Company and City desire to make certain amendments to the License as set forth below;

WITNESSETH:

For and in consideration of the execution of this Amendment and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

a. The License is hereby amended so as to replace the original exhibit (referred to in the License as **Exhibit A)** in its entirety with **Exhibit "A"**, attached hereto and incorporated herein for all purposes.

b. Section II(A)-(C) of the License is hereby amended to read in its entirety as follows:

A. License Fee. The first year's license fee in the amount of NINETEEN THOUSAND FIVE HUNDRED FIFTY-SIX and No/100 Dollars ($19,556.00) shall be due and payable on or prior to the Commencement Date of this License ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%).

B. Surface Damage Fee. Licensee shall pay a one-time surface damage fee to the Licensor in the amount of NINE THOUSAND FIVE HUNDRED SEVENTY-EIGHT and No/100 Dollars ($9,578.00), payable on or prior to the Commencement Date.

C. Annual Fee. Licensee shall pay to the Licensor an annual fee in the amount of NINETEEN THOUSAND FIVE HUNDRED FIFTY-SIX and No/100 Dollars

($19,556.00) which shall be payable each year on or before the anniversary of the Commencement Date of this License.

3) Section III(A) of the License is hereby amended to read in its entirety as follows:

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being forty (40) feet in width of the pipeline location and two (2) temporary bore sites as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, a X52-.250 FBE coated steel construction pipeline, not to exceed eight (8) inches in diameter, for the transportation of crude oil and an above ground block valve, to have the right of ingress and egress at convenient points for such purpose, and said construction width shall revert to thirty (30) feet after the pipeline is laid. **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

4) The License, inclusive of this Amendment, is hereby ratified and affirmed by Company and City, and the License shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

CITY OF MIDLAND

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

MEDALLION CRUDE OIL LOGISTICS, LLC

Steven R. Heape, VP Land and Right of Way

THE STATE OF Texas §
§
COUNTY OF Midland §

BEFORE ME, Lisa M. Ford, a notary public, on this day personally appeared Steven R. Heape an officer of Medallion Crude Oil Logistics, LLC, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY AND SEAL OF OFFICE this the 12th day of July, 2021.

Lisa M. Ford
Notary Public, in and for
The State of Texas

Printed Name: Lisa M. Ford

My Commission Expires: 10/29/2023

LISA M. FORD
My Notary ID # 1954433
Expires October 29, 2023

All Bearings, Distances, and Coordinates shown hereon are based on the Texas State Plane Coordinate System, N.A.D. 83 Datum (Central Zone.)
The information contained on this plat is intended for the sole use of MEDALLION CRUDE OIL LOGISTICS, LLC.
Acreage's shown hereon were furnished by others, and were not determined from deed.
TBPLS FIRM REGISTRATION NO. 10025700

EXHIBIT "A"
(SHEET 1 OF 3)

17.6

PACKET

August 10, 2021

TEXAS TEN TWO, LTD.
ALL OF SECT. 45, BLK. 37, T2S
INST. No. 2016-35758

SEC. 44, BLK. 37 T2S
W.T. HALCOMBE
A-1074

SEC. 45, BLK. 37 T2S
LEONARD LEACH
A-1037

ROBERT E. MILLER, JR. REVOCABLE TRUST - 1/3 INT.
MARLENE MILLER REVOCABLE TRUST - 1/3 INT.
REMSPRMD, LLC - 1/3 INT.
RESIDUE OF SECT. 44, BLK. 37, T2S
INST. #2017-2799
INST. #2020-35187

WELL PAD
LEASE ROAD

CITY OF MIDLAND
ALL OF SECT. 4, BLK. 37, T3S
VOL. 760, PG. 466

BEGIN SURVEY
LAT: 31.91111°
LON: -101.87565°
CONC. MON. (FND.)
SWC OF SECT. 4
SEC OF SECT. 5
BRS. S 11°25'01" E 5,255.57'

EXISTING NUSTAR PIPELINE

±30'

SEC. 4, BLK. 37 T-3-S
T. & P. R.R. CO.
A-907

℄ PROPOSED TRUNKLINE
TOTAL LENGTH = 15,803.63'
(957.80 RODS)

SEE DETAIL

30'
15'
15'
40' WIDE TEMPORARY WORKSPACE
DETAIL
NOT TO SCALE

BEGIN BORE
LAT: 31.90477°
LON: -101.87154°

PROPOSED 0.216 ACRE TEMPORARY WORKSPACE (100' X 100')

END BORE
LAT: 31.90399°
LON: -101.87089°

TANKS

S.C.R. 1090

EXISTING TARGA PIPELINES

MATCHLINE SHEET 2

Grid North

SEC. 5, BLK. 37 T3S
T. & P. R.R. CO.
A-130

℄ PROPOSED TRUNKLINE

LINE	BEARING	DISTANCE
L1	S 60°37'26" E	51.88'
L2	S 15°38'36" E	335.50'
L3	S 01°56'43" E	39.96'
L4	S 11°36'38" W	180.51'
L5	S 33°21'22" E	1856.41'
L6	S 26°31'30" E	114.40'
L7	S 34°34'48" E	560.93'
L8	S 40°36'42" E	150.20'
L9	S 35°03'41" E	1809.52'

LENGTH THIS SHEET = 5,099.31'
(309.05 RODS)

TOTAL LENGTH IN SECTION 4 = 5,605.20' / 339.71 RODS

EXHIBIT PLAT
MEDALLION CRUDE OIL LOGISTICS, LLC
CITY OF MIDLAND
PROPOSED 158 TO NAVITAS TRUNKLINE
MIDLAND COUNTY, TEXAS
SCALE: 1" = 600'

0 600 1200 1800

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

BY: Kenny Williams Date: 05/13/2021

STATE OF TEXAS
REGISTERED
KENNY G. WILLIAMS
5680
PROFESSIONAL
LAND SURVEYOR

LEGEND
EXISTING PIPELINE
OVERHEAD ELECTRIC

PREPARED BY:
STANGER
SURVEYING TYLER LLC
1595 EAST GRANDE BLVD.
TYLER, TEXAS 75703
(903) 534-0174

"STEPHENSON LAKE AND SPRABERRY" Quadrangle
Situated 13.6 Miles SE of Midland, TX.

All Bearings, Distances, and Coordinates shown hereon are based on the Texas State Plane Coordinate System, N.A.D. 83 Datum (Central Zone.) The information contained on this plat is intended for the sole use of MEDALLION CRUDE OIL LOGISTICS, LLC. Acreage's, ownership, etc. furnished by others, and not determined or scaled from deed.

TBPLS FIRM REGISTRATION NO. 10025700

EXHIBIT "A"
(SHEET 2 OF 3)

PACKET 11.7

Aug 10, 2021

TOTAL LENGTH IN SECTION 9 = 5,679.39' / 344.21 RODS

SEC. 4, BLK. 37 T-3-S
T. & P. R.R. CO.
A-907

CITY OF MIDLAND
ALL OF SECT. 4, BLK. 37, T3S
VOL. 760, PG. 466

SHEET 1 MATCHLINE

WELL PAD

PROPOSED 0.320 ACRE TEMPORARY WORKSPACE (100' X 150')

BEGIN BORE
LAT: 31.89848°
LON: -101.86617°

END BORE
LAT: 31.89817°
LON: -101.86591°

L10
L11
L12

±30'

SEE DETAIL

DETAIL
NOT TO SCALE

40' WIDE TEMPORARY WORKSPACE

30'
15'
15'

LEASE ROAD

Grid North

℄ PROPOSED TRUNKLINE
TOTAL LENGTH = 15,803.63'
(957.80 RODS)

EXISTING TARGA PIPELINES

L13

SEC. 9, BLK. 37 T3S
T. & P. R.R. CO.
A-132

CITY OF MIDLAND
ALL OF SECT. 9, BLK. 37, T3S
VOL. 1278, PG. 577

BEGIN BORE
LAT: 31.89141°
LON: -101.86018°

PROPOSED 0.215 ACRE TEMPORARY WORKSPACE (100' X 100')

END BORE
LAT: 31.89118°
LON: -101.85998°

LEASE ROAD

℄ PROPOSED TRUNKLINE

LINE	BEARING	DISTANCE
L10	S 35°03'41" E	1095.74'
L11	S 28°03'02" E	178.56'
L12	S 42°03'15" E	178.51'
L13	S 35°03'55" E	3114.81'
L14	S 28°02'00" E	181.45'
L15	S 42°04'20" E	181.25'
L16	S 35°04'08" E	519.05'
L17	S 28°03'52" E	139.64'
L18	S 42°04'18" E	139.72'
L19	S 35°03'47" E	289.83'
L20	S 16°57'37" E	166.72'

LENGTH THIS SHEET = 6,185.28'
(374.87 RODS)

±30'

L14 L15 L16 L17 L18 L19 L20

PROPOSED 0.391 ACRE TEMPORARY WORKSPACE (100' X 170')

BEGIN BORE
LAT: 31.88597°
LON: -101.85562°

TANKS

S. C.R. 1090

E C.R. 200

MATCHLINE SHEET 3

EXHIBIT PLAT
MEDALLION CRUDE OIL LOGISTICS, LLC
CITY OF MIDLAND
PROPOSED 158 TO NAVITAS TRUNKLINE
MIDLAND COUNTY, TEXAS
SCALE: 1" = 600'

0 600 1200 1800

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

BY: Kenny Williams Date: 05/13/2021

STATE OF TEXAS
REGISTERED
KENNY G. WILLIAMS
5680
PROFESSIONAL
LAND SURVEYOR

LEGEND

EXISTING PIPELINE
OVERHEAD ELECTRIC

PREPARED BY:
STANGER
SURVEYING TYLER LLC
1595 EAST GRANDE BLVD.
TYLER, TEXAS 75703
(903) 534-0174

"SPRABERRY" Quadrangle
Situated 13.6 Miles SE of Midland, TX.

17.8
PACKET
4 August 10 2021

All Bearings, Distances, and Coordinates shown hereon are based on the Texas State Plane Coordinate System, N.A.D. 83 Datum (Central Zone.)
The information contained on this plat is intended for the sole use of MEDALLION CRUDE OIL LOGISTICS, LLC.
Acreage's shown hereon were furnished by others, actual deed calls may vary from deed.

EXHIBIT "A"
(SHEET 3 OF 3)

CITY OF MIDLAND
ALL OF SECT. 9, BLK. 37, T3S
VOL. 1278, PG. 577

SEC. 9, BLK. 37 T3S
T. & P. R.R. CO.
A-132

SEC. 10, BLK. 37 T-3-S
T. & P. R.R. CO.
A-902

SEC. 15, BLK. 37 T-3-S
T. & P. R.R. CO.
A-133

SHEET 2 MATCHLINE

WELL PAD

END BORE
LAT: 31.88523°
LON: -101.85534°

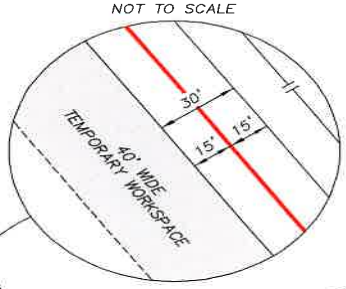
WELL PAD

BEGIN BORE
LAT: 31.88372°
LON: -101.85470°

END BORE
LAT: 31.88344°
LON: -101.85459°

PROPOSED 0.587 ACRE TEMPORARY WORKSPACE (100' X 255')

DETAIL
NOT TO SCALE



CITY OF MIDLAND
ALL OF SECT. 16, BLK. 37, T3S
VOL. 1160, PG. 622

SEC. 16, BLK. 37 T-3-S
T. & P. R.R. CO.
A-903

EXISTING TARGA PIPELINE

±30'

EXISTING ONEOK PIPELINE

EXISTING PLAINS PIPELINE

SEE DETAIL

Grid North

℄ PROPOSED TRUNKLINE
TOTAL LENGTH = 15,803.63'
(957.80 RODS)

JAY H. "TIMBER" FLOYD, JR.
SW/4 OF SECT. 15, BLK. 37, T3S
VOL. 1268, PG. 302

℄ PROPOSED TRUNKLINE

LINE	BEARING	DISTANCE
L21	S 16°57'37" E	181.26'
L22	S 26°56'20" E	93.73'
L23	S 17°43'51" E	1134.27'
L24	S 62°43'27" E	884.57'
L25	S 34°14'17" E	1843.28'
L26	S 24°14'02" E	219.52'
L27	S 34°14'50" E	162.41'

LENGTH THIS SHEET = 4,519.04'
(273.88 RODS)

TOTAL LENGTH IN SECTION 16 = 4,519.04' / 273.88 RODS

END SURVEY
LAT: 31.87582°
LON: -101.84745°
1/2" I.R.F.
SWC OF SECT. 16
SEC OF SECT. 17
BRS. S 63°03'56" W
5,427.38'

EXISTING TARGA PIPELINE

EXHIBIT PLAT
MEDALLION CRUDE OIL LOGISTICS, LLC
CITY OF MIDLAND
PROPOSED 158 TO NAVITAS TRUNKLINE
MIDLAND COUNTY, TEXAS
SCALE: 1" = 600'

0 600 1200 1800

LEGEND
EXISTING PIPELINE
OVERHEAD ELECTRIC

TBPLS FIRM REGISTRATION NO. 10025700

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

BY: Kenny Williams Date: 05/13/2021

STATE OF TEXAS
REGISTERED
KENNY G. WILLIAMS
5680
PROFESSIONAL
LAND SURVEYOR

PREPARED BY:
STANGER
SURVEYING TYLER LLC
1595 EAST GRANDE BLVD.
TYLER, TEXAS 75703
(903) 534-0174

"SPRABERRY" Quadrangle
Situated 13.6 Miles SE of Midland, TX.

2358/26

T210183-158 TO NAVITAS-SEC 16 BLK 37 (CITY OF MIDLAND) 3 OF 3 - REV

PACKET "A" 17.9 August 10, 2021

All Bearings, Distances, and Coordinates shown hereon are based on the Texas State Plane Coordinate System N.A.D. 83 Datum (Central Zone). The information contained on this plat is intended for the sole use of MEDALLION CRUDE OIL LOGISTICS, LLC. Acreage's shown hereon were furnished by others, and are deed called or scaled from deed.

TBPLS FIRM REGISTRATION NO. 10025700

EXHIBIT "A"

SEC. 9, BLK. 37 T3S
T. & P. R.R. CO.
A-132

CITY OF MIDLAND
ALL OF SECT. 9, BLK. 37, T3S
VOL. 1278, PG. 577

BEGIN BORE
LAT: 31.88597°
LON: -101.85562°

E C.R. 200

EXISTING ENDEAVOR PIPELINE

EXISTING CROWNQUEST PIPELINE

END BORE
LAT: 31.88523°
LON: -101.85534°

WELL PAD

WELL PAD

EXISTING TARGA PIPELINE

PROPOSED 30' X 50' SITE FOR A PROPOSED MAINLINE BLOCK VALVE

L1 L2 L3 L4
15' 15' 15' 15'

DETAIL
NOT TO SCALE

SEE DETAIL

BEGIN SURVEY
LAT: 31.88446°
LON: -101.85504°
1/2" I.R.F.
SWC OF SECT. 16
SEC OF SECT. 17
BRS. S 24°09'34" W
6,174.08'

CITY OF MIDLAND
ALL OF SECT. 16, BLK. 37, T3S
VOL. 1160, PG. 622

EXISTING CROWNQUEST PIPELINE

EXISTING TARGA PIPELINE

EXISTING POLY PIPELINE (ABOVE)

PROPOSED MEDALLION TRUNKLINE

Grid North

SEC. 16, BLK. 37 T-3-S
T. & P. R.R. CO.
A-903

LINE	BEARING	DISTANCE
L1	N 17°47'05" W	50.00'
L2	N 72°12'55" E	30.00'
L3	S 17°47'05" E	50.00'
L4	S 72°12'55" W	30.00'

EXHIBIT PLAT
MEDALLION CRUDE OIL LOGISTICS, LLC
CITY OF MIDLAND
PROPOSED 30' X 50' MLBV SITE
MIDLAND COUNTY, TEXAS
SCALE: 1" = 100'

0 600 1200 1800

LEGEND

EXISTING PIPELINE

OVERHEAD ELECTRIC

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.

BY: Kenny Williams Date: 07/06/2021

STATE OF TEXAS
REGISTERED
KENNY G. WILLIAMS
5680
PROFESSIONAL
LAND SURVEYOR

PREPARED BY:
STANGER
SURVEYING TYLER LLC
1595 EAST GRANDE BLVD.
TYLER, TEXAS 75703
(903) 534-0174

"SPRABERRY" Quadrangle
Situated 13.6 Miles SE of Midland, TX.

2358/26

T210183-158 TO NAVITAS-SEC 16 BLK 37 (CITY OF MIDLAND) - MLBV

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Starr Indemnity & Liability Company	38318
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Medallion Midland Acquisition, LLC
909 Lake Carolyn Pkwy.
Suite1600
Irving TX 75039 USA

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			1000090570201	10/24/2020	10/24/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY X Comp Ded $1,000 X Coll Ded $1,000			1000635733201	10/24/2020	10/24/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION			1000095416201	10/24/2020	10/24/2021	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			1000003920	10/24/2020	10/24/2021	X PER STATUTE OTH- E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Right of Way License
City of Midland is included as Additional Insured in accordance with the policy provisions of the General Liability, Auto Liability and Umbrella Liability. General Liability policy evidenced here in is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of the City of Midland and the Licensor in accordance with the policy provisions of the General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies.

CERTIFICATE HOLDER

City of Midland
City Hall, Room 520
300 North Loraine
Midland, TX 79701 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

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City Council Meeting

Item Number: 18

Meeting Date: August 10, 2021

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License (21-329-021) with Endeavor Energy Resources, LP., regarding city-owned property described as Section 8, Block 39, Township 2 South, T&P RR Co. Survey, Midland County, Texas. (DISTRICT 2) (UTILITIES)

Purpose:

This motion will provide a right of way to bore 60' in this location and place a private water pipeline under City of Midland owned Jasmine Drive. Both bore pits will be on private property and the pipeline will be cased.

This Right-of-Way License is proposed for a single five (5) year period with the option for a single five (5) year renewal. Terms are consistent with the City's standard license for pipeline facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000

Annual Lease Rate,

Annual Lease Rate (3.75 rods x $20/rod): $75.15 / $400.00 minimum per year

Surface Damages: none

Total Collected: $1,400.00

Discussion:

This is a privately-owned, 16” DR-11 bored under the road and required to be cased for the duration of the crossing and buried at a minimum depth of eight (8) feet. Right of Way width will be 10’.

Certificates of Insurance are on file

City Secretary to record all documents

Robert Patrick

City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	August 11, 2021
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	Endeavor Energy Resources, L.P.
Licensee's Representative:	**Ben Carter**
Licensee's Mailing Address:	110 N. Marienfeld St. Midland, Texas 79701
Property:	See **Exhibit A** attached hereto and incorporated herein for all purposes.

Licensee desires use of property owned by Licensor in Midland County, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of five (5) years (the "Initial Term"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of five (5) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee

commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to cancel the License during the term of the License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

Upon termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this License.

II. Financial Consideration

A. License Fee. The first year's license fee in the amount of FOUR HUNDRED and No/100 Dollars ($400.00) shall be due and payable on or prior to the Commencement Date of this License ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%).

B. Surface Damage Fee. Purposefully omitted.

C. Annual Fee. Licensee shall pay to Licensor an annual fee in the amount of FOUR HUNDRED and No/100 Dollars ($400.00), which shall be payable each year on or before the anniversary of the Commencement Date of this License.

D. Application Fee. At the same time the first year License Fee is due, Licensee shall pay a non-refundable one-time fee of ONE THOUSAND and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for the License.

E. Fee Adjustment. Prior to commencement of any renewal term, Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the License Fee. If Licensor and Licensee are unable to reach an agreement regarding an adjustment to the License Fee, then the License Fee shall be determined by Licensor in its sole discretion, provided the new License Fee shall not exceed twenty-five percent (25%) of the License Fee paid for the last year of the Initial Term.

F. Delivery of Payment. The License Fee payment shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. The License Fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon certain property of Licensor, being ten (10) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline location, a DR-11 pipeline not to exceed twelve (12) inches in diameter, for the transportation of produced water. **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair any of Licensor's roads that Licensee damages on Licensor's property so that such roads will comply with Licensor's Standard Specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by Licensor that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of Licensor's Standard Specifications.

D. Depth. Licensee covenants and agrees that it will bury the pipeline(s) to be constructed hereunder no less than eight (8) feet in depth. All backfill used in burying such line shall be compacted to a density of ninety percent (90%), except where such pipeline(s) crosses under a paved or traveled portion of City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline(s) intersects with a City of Midland utility line location, the pipeline(s) shall be bored at a depth of a least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by Licensor's Representative.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct

streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not (except to the extent of Licensor's gross negligence or willful misconduct) be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE(S), CASING, OR COMPRESSOR STATION, ARISING OUT OF THE NEGLIGENCE, BUT EXCLUDING THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OF LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any pipeline or casing system built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed."

Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace above the land covered by this License for any purpose allowed by law and deemed necessary by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through said right of way occupied by Licensee. In the event of such work in connection with said purposes it shall be deemed necessary by Licensor, at Licensor's sole discretion, to alter, change, adapt, conform or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor's City Council without any claim for reimbursement for the cost of the relocation or damages against Licensor. The relocation or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment

for alteration or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Excess Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING 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 LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES, BUT ONLY TO THE EXTENT LICENSEE OWES LICENSOR AN INDEMNITY UNDER THIS PARAGRAPH.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE(S), CASING SYSTEM, OR COMPRESSOR STATION DESCRIBED HEREIN.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING 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 LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PARTIES HEREBY EXPRESSLY WAIVE THEIR RIGHT TO RECOVER ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. FURTHERMORE, IN NO EVENT SHALL LICENSEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER EXTEND TO ANY CLAIMS, DAMAGES, INJURIES, DEATH, DAMAGES, LOSSES OR EXPENSES OF ANY CHARACTER WHATSOEVER TO THE EXTENT ARISING OUT TO THE GROSS NEGLIGENCE OF WILLFUL MISCONDUCT OF LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS OR EMPLOYEES.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

E. Waiver of Attorney Fees. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF REASONABLE ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE OR THE CONSTRUCTION OR INTERPRETATION OF THE LICENSE. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF REASONABLE ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND

AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, 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 WITH REGARDS TO THIS LICENSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, TORT CLAIMS, LICENSOR'S NEGLIGENCE OR CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS; PROVIDED, HOWEVER, THAT SAID RELEASE SHALL NOT EXTEND TO ANY DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION RELATING TO INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF LICENSOR.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License,

Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a

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restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

18.14

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Morris Williams, Assistant City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

August 10, 2021

LICENSEE:
ENDEAVOR ENERGY RESOURCES, L.P.

By: R. Ben Carter

Printed Name: R. Ben Carter

Title: Vice President- Land

JCH

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this 15th day of July, 2021 personally appeared R. Ben Carter an officer of Endeavor Energy Resources, L.P. known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of July, 2021.

Laura D Swopes

Notary Public, State of Texas

Laura D Swopes
My Commission Expires
11/13/2024
ID No 129201512

Z:\BISON CREEK, LLC\2016\16-02490-ENDEAVOR MIDLAND COUNTY\MIDLAND CO PROJECTS\JOSH HOISAGER-PROPOSED SWD-WINDOWPANE-BANKHEAD-GARRETT\DRAWINGS\PROPOS



Date: 6/30/2021

Proposed Road Bore Crossing
Street
Survey Section

PACKET 18.17 August 10, 2021

Endeavor Proposed Road Bore Crossing at Jasmine Drive

0 50 100 Feet

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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
10100 Katy Freeway, #400
Houston, TX 77043

CONTACT NAME:
PHONE (A/C, No, Ext): 713-877-8975 **FAX (A/C, No):** 713-877-8974
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : Lloyds of London	
INSURER C : The First Liberty Insurance Corporation	33588
INSURER D : Liberty Insurance Corporation	42404
INSURER E :	
INSURER F :	

INSURED
Endeavor Energy Resources, L.P.
and Per Attached Named Insureds
110 N Marienfeld, Suite 200
Midland, TX 79701

COVERAGES **CERTIFICATE NUMBER:** L86M7RRP **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		
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Self-Insured Retention $250,000 X Time Element Poll - Incl GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			EB6-641-443771-110	11/01/2020	11/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 2,000,000 4,000,000 4,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AS6-641-443771-100	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $			1000095483201	11/01/2020	11/01/2021	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA7-64D-443771-090	11/01/2020	11/01/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
B	Excess Liability $5m xs $5m			20XS2H13266	11/01/2020	11/01/2021	Each Occurrence Aggregate	$ $	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured as respects to General Liability and Automobile Liability as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation is provided as respects to General Liability, Automobile Liability, Excess Liability and Workers' Compensation as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland, TX 79701 PACKET 18.18

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
August 10, 2021

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.	**INSURED** Endeavor Energy Resources, L.P. and Per Attached Named Insureds
POLICY NUMBER	
CARRIER / **NAIC CODE**	**ISSUE DATE:** 10/30/2020

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

ENDEAVOR ENERGY RESOURCES, L.P.
Named Insured List:
Endeavor Energy Resources L.P. dba EER Energy Services
Endeavor Energy Resources L.P. dba Energy Services Well Servicing Division fka Endeavor Energy Resources, L.P. dba J & L Well Service
Endeavor Energy Resources L.P. dba Energy Services Roustabout Division fka Endeavor Energy Resources, L.P. dba Compadre Roustabout Service
Endeavor Energy Resources L.P. dba Energy Services Trucking Division fka Endeavor Energy Resources, L.P. dba C & W Transports
Endeavor Energy Resources L.P. dba Energy Services Wireline Division fka Endeavor Energy Resources, L.P. dba Jones Wireline Service
Endeavor Energy Resources, L.P. dba Electrical Maintenance and Construction
Endeavor Energy Resources, L.P. dba ACS Pump & Supply
Endeavor Energy Resources L.P. dba Energy Services Construction Division fka Endeavor Energy Resources, L.P. dba Red Dog Construction
Endeavor Petroleum, LLC
Endeavor Energy Resources L.P. dba Energy Services Vehicle Maintenence Division fka Endeavor Energy Resources, L.P. dba Vehicle Service Company
Environmental Disposal Systems, LLC

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CERTIFICATE NUMBER: L86M7RRP

City Council Meeting

Item Number: 19

Meeting Date: August 10, 2021

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License (21-329-025) with Endeavor Energy Resources, LP., regarding city-owned property described as Section 8, Block 39, Township 2 South, T&P RR Co. Survey, Midland County, Texas.

(DISTRICT 2) (UTILITIES)

Purpose:

This motion will provide a right of way to bore 60' in this location and place a produced water pipeline under City of Midland owned Jasmine Drive. Both bore pits will be on private property and the pipeline will be cased.

This Right-of-Way License is proposed for a single five (5) year period with the option for a single five (5) year renewal. Terms are consistent with the City's standard license for pipeline facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000

Annual Lease Rate,

Annual Lease Rate (3.75 rods x $20/rod): $75.15 / $400.00 minimum per year

Surface Damages: none

Total Collected: $1,400.00

Discussion:

This is a privately-owned, 12” DR-11 water pipeline running North – South,
bored under the road and required to be cased for the duration of the crossing and buried at a minimum depth of eight (8) feet. Right of Way width will be 10’.

Certificates of Insurance are on file

City Secretary to record all documents

Robert Patrick

City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	August 11, 2021
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	Endeavor Energy Resources, L.P.
Licensee's Representative:	**R. Ben Carter, Vice President - Land**
Licensee's Mailing Address:	110 N. Marienfeld Suite 200 Midland, Texas 79701
Property:	See **Exhibit A** attached hereto and incorporated herein for all purposes.

Licensee desires use of property owned by Licensor in Midland County, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of five (5) years (the "Initial Term"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of five (5) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee

commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to cancel the License during the term of the License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

Upon termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this License.

II. Financial Consideration

A. License Fee. The first year's license fee in the amount of FOUR HUNDRED and No/100 Dollars ($400.00) shall be due and payable on or prior to the Commencement Date of this License ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%).

B. Surface Damage Fee. Purposefully omitted.

C. Annual Fee. Licensee shall pay to Licensor an annual fee in the amount of FOUR HUNDRED and No/100 Dollars ($400.00), which shall be payable each year on or before the anniversary of the Commencement Date of this License.

D. Application Fee. At the same time the first year License Fee is due, Licensee shall pay a non-refundable one-time fee of ONE THOUSAND and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for the License.

E. Fee Adjustment. Prior to commencement of any renewal term, Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the License Fee. If Licensor and Licensee are unable to reach an agreement regarding an adjustment to the License Fee, then the License Fee shall be determined by Licensor in its sole discretion, provided the new License Fee shall not exceed twenty-five percent (25%) of the License Fee paid for the last year of the Initial Term.

F. Delivery of Payment. The License Fee payment shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. The License Fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon certain property of Licensor, being thirty (30) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline location, poly-construction pipeline not to exceed sixteen (16) inches in diameter, for the transportation of frac water. **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair any of Licensor's roads that Licensee damages on Licensor's property so that such roads will comply with Licensor's Standard Specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by Licensor that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of Licensor's Standard Specifications.

D. Depth. Licensee covenants and agrees that it will bury the pipeline(s) to be constructed hereunder no less than eight (8) feet in depth. All backfill used in burying such line shall be compacted to a density of ninety percent (90%), except where such pipeline(s) crosses under a paved or traveled portion of City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline(s) intersects with a City of Midland utility line location, the pipeline(s) shall be bored at a depth of a least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by Licensor's Representative.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct

streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not (except to the extent of Licensor's gross negligence or willful misconduct) be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE(S), CASING, OR COMPRESSOR STATION, ARISING OUT OF THE NEGLIGENCE, BUT EXCLUDING THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OF LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any pipeline or casing system built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed."

Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace above the land covered by this License for any purpose allowed by law and deemed necessary by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through said right of way occupied by Licensee. In the event of such work in connection with said purposes it shall be deemed necessary by Licensor, at Licensor's sole discretion, to alter, change, adapt, conform or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor's City Council without any claim for reimbursement for the cost of the relocation or damages against Licensor. The relocation or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment

for alteration or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Excess Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING 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 LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES, BUT ONLY TO THE EXTENT LICENSEE OWES LICENSOR AN INDEMNITY UNDER THIS PARAGRAPH.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE(S), CASING SYSTEM, OR COMPRESSOR STATION DESCRIBED HEREIN.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING 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 LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PARTIES HEREBY EXPRESSLY WAIVE THEIR RIGHT TO RECOVER ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. FURTHERMORE, IN NO EVENT SHALL LICENSEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER EXTEND TO ANY CLAIMS, DAMAGES, INJURIES, DEATH, DAMAGES, LOSSES OR EXPENSES OF ANY CHARACTER WHATSOEVER TO THE EXTENT ARISING OUT TO THE GROSS NEGLIGENCE OF WILLFUL MISCONDUCT OF LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS OR EMPLOYEES.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

E. Waiver of Attorney Fees. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF REASONABLE ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE OR THE CONSTRUCTION OR INTERPRETATION OF THE LICENSE. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF REASONABLE ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND

PACKET

AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, 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 WITH REGARDS TO THIS LICENSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, TORT CLAIMS, LICENSOR'S NEGLIGENCE OR CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS; PROVIDED, HOWEVER, THAT SAID RELEASE SHALL NOT EXTEND TO ANY DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION RELATING TO INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF LICENSOR.

19.12

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

August 10, 2021

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License,

Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a

PACKET

restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

19.14

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Morris Williams, Assistant City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

August 10, 2021

LICENSEE:
ENDEAVOR ENERGY RESOURCES, L.P.

By: R. Ben Carter

Printed Name: R. Ben Carter

Title: Vice President - Land

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this 15th day of July, 2021 personally appeared R. Ben Carter an officer of Endeavor Energy Resources, L.P. known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of July, 2021.

Laura D. Swopes
Notary Public, State of Texas

Laura D Swopes
My Commission Expires
11/13/2024
ID No 129201512

Z:\BISON CREEK\ LLC\2016\16-02490-ENDEAVOR MIDLAND COUNTY\MIDLAND CO PROJECTS\JOSH HOISAGER-PROPOSED SWD-WINDOWPANE-BANKHEAD-GARRETT\DRAWINGS\PROPOS



Date: 6/30/2021

Proposed Road Bore Crossing
Street
Survey Section

Endeavor Proposed Road Bore Crossing at Jasmine Drive

0 50 100 Feet

©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
10100 Katy Freeway, #400
Houston, TX 77043

CONTACT NAME:
PHONE (A/C, No, Ext): 713-877-8975 **FAX (A/C, No):** 713-877-8974
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : Lloyds of London	
INSURER C : The First Liberty Insurance Corporation	33588
INSURER D : Liberty Insurance Corporation	42404
INSURER E :	
INSURER F :	

INSURED
Endeavor Energy Resources, L.P.
and Per Attached Named Insureds
110 N Marienfeld, Suite 200
Midland, TX 79701

COVERAGES **CERTIFICATE NUMBER:** L86M7RRP **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		
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Self-Insured Retention $250,000 X Time Element Poll - Incl GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			EB6-641-443771-110	11/01/2020	11/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 2,000,000 4,000,000 4,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AS6-641-443771-100	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $			1000095483201	11/01/2020	11/01/2021	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA7-64D-443771-090	11/01/2020	11/01/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
B	Excess Liability $5m xs $5m			20XS2H13266	11/01/2020	11/01/2021	Each Occurrence Aggregate	$ $	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured as respects to General Liability and Automobile Liability as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation is provided as respects to General Liability, Automobile Liability, Excess Liability and Workers' Compensation as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland, TX 79701 PACKET 19.18

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
August 10, 2021

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.	**INSURED** Endeavor Energy Resources, L.P. and Per Attached Named Insureds
POLICY NUMBER	
CARRIER / **NAIC CODE**	**ISSUE DATE:** 10/30/2020

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

ENDEAVOR ENERGY RESOURCES, L.P.
Named Insured List:
Endeavor Energy Resources L.P. dba EER Energy Services
Endeavor Energy Resources L.P. dba Energy Services Well Servicing Division fka Endeavor Energy Resources, L.P. dba J & L Well Service
Endeavor Energy Resources L.P. dba Energy Services Roustabout Division fka Endeavor Energy Resources, L.P. dba Compadre Roustabout Service
Endeavor Energy Resources L.P. dba Energy Services Trucking Division fka Endeavor Energy Resources, L.P. dba C & W Transports
Endeavor Energy Resources L.P. dba Energy Services Wireline Division fka Endeavor Energy Resources, L.P. dba Jones Wireline Service
Endeavor Energy Resources, L.P. dba Electrical Maintenance and Construction
Endeavor Energy Resources, L.P. dba ACS Pump & Supply
Endeavor Energy Resources L.P. dba Energy Services Construction Division fka Endeavor Energy Resources, L.P. dba Red Dog Construction
Endeavor Petroleum, LLC
Endeavor Energy Resources L.P. dba Energy Services Vehicle Maintenence Division fka Endeavor Energy Resources, L.P. dba Vehicle Service Company
Environmental Disposal Systems, LLC

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CERTIFICATE NUMBER: L86M7RRP

City Council Meeting

Item Number: 20

Meeting Date: August 10, 2021

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License (21-329-026) with Endeavor Energy Resources, LP., regarding city-owned property described as Section 8, Block 39, Township 2 South, T&P RR Co. Survey, Midland County, Texas (DISTRICT 2) (UTILITIES)

Purpose:

This motion will provide a right of way to bore 60' in this location and place a natural gas pipeline under City of Midland owned Jasmine Drive. Both bore pits will be on private property and the pipeline will be cased.

This Right-of-Way License is proposed for a single five (5) year period with the option for a single five (5) year renewal. Terms are consistent with the City's standard license for pipeline facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000

Annual Lease Rate,

Annual Lease Rate (3.75 rods x $20/rod): $75.15 / $400.00 minimum per year

Surface Damages: none

Total Collected: $1,400.00

Discussion:

This is a privately-owned, 16” X-65 / .316 steel construction pipeline running North – South, bored under the road and required to be cased for the duration of the crossing and buried at a minimum depth of eight (8) feet. Right of Way width will be 10’.

Certificates of Insurance are on file

City Secretary to record all documents

Robert Patrick

City Manager’s Office

PACKET

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	August 11, 2021
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	Endeavor Energy Resources, L.P.
Licensee's Representative:	**Ben Carter**
Licensee's Mailing Address:	110 N. Marienfeld St. Midland, Texas 79701
Property:	See **Exhibit A** attached hereto and incorporated herein for all purposes.

20.3

Licensee desires use of property owned by Licensor in Midland County, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of five (5) years (the "Initial Term"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

August 10, 2021

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of five (5) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee

commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to cancel the License during the term of the License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

Upon termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this License.

II. Financial Consideration

A. License Fee. The first year's license fee in the amount of FOUR HUNDRED and No/100 Dollars ($400.00) shall be due and payable on or prior to the Commencement Date of this License ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%).

B. Surface Damage Fee. Purposefully omitted.

C. Annual Fee. Licensee shall pay to Licensor an annual fee in the amount of FOUR HUNDRED and No/100 Dollars ($400.00), which shall be payable each year on or before the anniversary of the Commencement Date of this License.

D. Application Fee. At the same time the first year License Fee is due, Licensee shall pay a non-refundable one-time fee of ONE THOUSAND and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for the License.

E. Fee Adjustment. Prior to commencement of any renewal term, Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the License Fee. If Licensor and Licensee are unable to reach an agreement regarding an adjustment to the License Fee, then the License Fee shall be determined by Licensor in its sole discretion, provided the new License Fee shall not exceed twenty-five percent (25%) of the License Fee paid for the last year of the Initial Term.

F. Delivery of Payment. The License Fee payment shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. The License Fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon certain property of Licensor, being ten (10) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline location, a X-65/.316 steel construction pipeline not to exceed sixteen (16) inches in diameter, for the transportation of natural gas. **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair any of Licensor's roads that Licensee damages on Licensor's property so that such roads will comply with Licensor's Standard Specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by Licensor that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of Licensor's Standard Specifications.

D. Depth. Licensee covenants and agrees that it will bury the pipeline(s) to be constructed hereunder no less than eight (8) feet in depth. All backfill used in burying such line shall be compacted to a density of ninety percent (90%), except where such pipeline(s) crosses under a paved or traveled portion of City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline(s) intersects with a City of Midland utility line location, the pipeline(s) shall be bored at a depth of a least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by Licensor's Representative.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct

streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not (except to the extent of Licensor's gross negligence or willful misconduct) be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE(S), CASING, OR COMPRESSOR STATION, ARISING OUT OF THE NEGLIGENCE, BUT EXCLUDING THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OF LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any pipeline or casing system built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed."

Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace above the land covered by this License for any purpose allowed by law and deemed necessary by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through said right of way occupied by Licensee. In the event of such work in connection with said purposes it shall be deemed necessary by Licensor, at Licensor's sole discretion, to alter, change, adapt, conform or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor's City Council without any claim for reimbursement for the cost of the relocation or damages against Licensor. The relocation or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment

for alteration or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Excess Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

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Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING 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 LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES, BUT ONLY TO THE EXTENT LICENSEE OWES LICENSOR AN INDEMNITY UNDER THIS PARAGRAPH.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE(S), CASING SYSTEM, OR COMPRESSOR STATION DESCRIBED HEREIN.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING 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 LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PARTIES HEREBY EXPRESSLY WAIVE THEIR RIGHT TO RECOVER ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. FURTHERMORE, IN NO EVENT SHALL LICENSEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER EXTEND TO ANY CLAIMS, DAMAGES, INJURIES, DEATH, DAMAGES, LOSSES OR EXPENSES OF ANY CHARACTER WHATSOEVER TO THE EXTENT ARISING OUT TO THE GROSS NEGLIGENCE OF WILLFUL MISCONDUCT OF LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS OR EMPLOYEES.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

E. Waiver of Attorney Fees. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF REASONABLE ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE OR THE CONSTRUCTION OR INTERPRETATION OF THE LICENSE. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF REASONABLE ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND

AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, 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 WITH REGARDS TO THIS LICENSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, TORT CLAIMS, LICENSOR'S NEGLIGENCE OR CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS; PROVIDED, HOWEVER, THAT SAID RELEASE SHALL NOT EXTEND TO ANY DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION RELATING TO INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF LICENSOR.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License,

Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a

PACKET

restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

20.14

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Morris Williams, Assistant City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

August 10, 2021

LICENSEE:
ENDEAVOR ENERGY RESOURCES, L.P.

By: R. Ben Carter

Printed Name: R. Ben Carter

Title: Vice President - Land

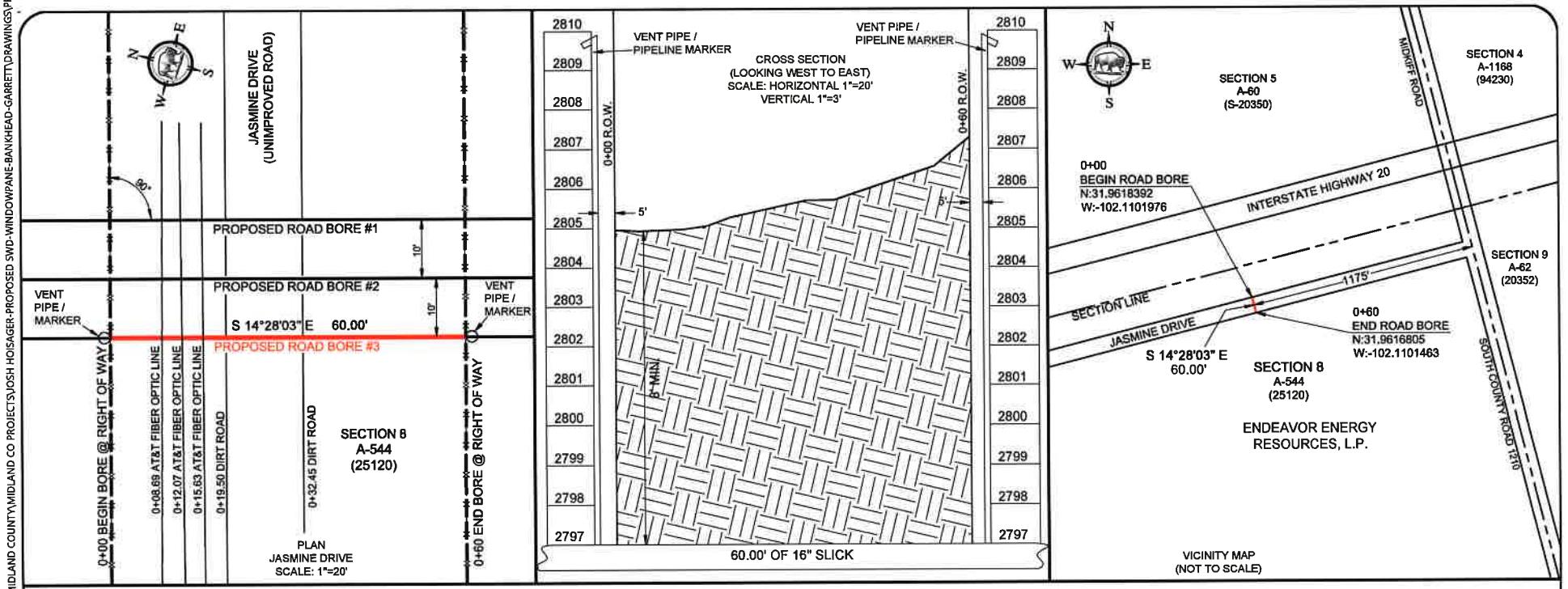
THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this 15th day of July, 2021 personally appeared R. Ben Carter an officer of Endeavor Energy Resources, L.P. known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of July, 2021.

Laura D. Swopes
Notary Public, State of TEXAS

Laura D Swopes
My Commission Expires
11/13/2024
ID No 129201512



NOTES:
PROPOSED ROAD BORE = (1) 16" SLICK (X65 .316) FOR GAS.

MAXIMUM OPERATING PRESSURE NOT TO EXCEED 285 PSI.
10.00 FEET SPACING BETWEEN PROPOSED BORES.

1-800-245-4545
WWW.TEXASONECALL.COM
TEXAS ONE CALL SYSTEM

James P. Keene
State of Texas
Registered Professional Land Surveyor
No. 5100

STATE OF TEXAS REGISTERED
JAMES P. KEENE
5100
PROFESSIONAL LAND SURVEYOR

Scale: 1"= 20' DATE: 06-25-21	Road bore located 1175 feet west of S County Road 1210 @ intersection of Jasmine Drive.
DRAWN BY: CR	
APPROVED: JPK	
PARTY CHIEF: JR	
PROJECT NO. 16-02490	

BISON CREEK
LAND SERVICES, LLC
FIRM LICENSE NO. 10193880

Coordinates: NAD 83 Texas Central Zone.
Basis of Bearing is the Texas State Plane
Coordinate System Central Zone, NAD 83.

PROPOSED ROAD BORE CROSSING

ENDEAVOR ENERGY RESOURCES, L.P.
PROPOSED ROAD BORE #3
IN RIGHT-OF-WAY OF
JASMINE DRIVE
SECTION 8, BLOCK 39, T-2-S
T. & P. RR CO. SURVEY,
CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS

SCALE: SHOWN IN ILLUSTRATIONS

BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT, TEXAS 75169 PHONE: (903) 873 - 3600 WWW.BISON-CREEK.COM

Z:\BISON CREEK, LLC\2016\16-02490-ENDEAVOR MIDLAND COUNTY\MIDLAND CO PROJECTS\JOSH HOISAGER-PROPOSED SWD-WINDOWPANE-BANKHEAD-GARRETT\DRAWINGS\PROPOS



Date: 6/30/2021

Proposed Road Bore Crossing
Street
Survey Section

Endeavor Proposed Road Bore Crossing at Jasmine Drive

0 50 100 Feet

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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
10100 Katy Freeway, #400
Houston, TX 77043

CONTACT NAME:
PHONE (A/C, No, Ext): 713-877-8975 **FAX (A/C, No):** 713-877-8974
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : Lloyds of London	
INSURER C : The First Liberty Insurance Corporation	33588
INSURER D : Liberty Insurance Corporation	42404
INSURER E :	
INSURER F :	

INSURED
Endeavor Energy Resources, L.P.
and Per Attached Named Insureds
110 N Marienfeld, Suite 200
Midland, TX 79701

COVERAGES **CERTIFICATE NUMBER:** L86M7RRP **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		
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Self-Insured Retention $250,000 X Time Element Poll - Incl GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			EB6-641-443771-110	11/01/2020	11/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 2,000,000 4,000,000 4,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AS6-641-443771-100	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $			1000095483201	11/01/2020	11/01/2021	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA7-64D-443771-090	11/01/2020	11/01/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
B	Excess Liability $5m xs $5m			20XS2H13266	11/01/2020	11/01/2021	Each Occurrence Aggregate	$ $	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured as respects to General Liability and Automobile Liability as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation is provided as respects to General Liability, Automobile Liability, Excess Liability and Workers' Compensation as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland, TX 79701 PACKET 20.18

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
August 10, 2021

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.	**INSURED** Endeavor Energy Resources, L.P. and Per Attached Named Insureds
POLICY NUMBER	
CARRIER / **NAIC CODE**	**ISSUE DATE:** 10/30/2020

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

ENDEAVOR ENERGY RESOURCES, L.P.
Named Insured List:
Endeavor Energy Resources L.P. dba EER Energy Services
Endeavor Energy Resources L.P. dba Energy Services Well Servicing Division fka Endeavor Energy Resources, L.P. dba J & L Well Service
Endeavor Energy Resources L.P. dba Energy Services Roustabout Division fka Endeavor Energy Resources, L.P. dba Compadre Roustabout Service
Endeavor Energy Resources L.P. dba Energy Services Trucking Division fka Endeavor Energy Resources, L.P. dba C & W Transports
Endeavor Energy Resources L.P. dba Energy Services Wireline Division fka Endeavor Energy Resources, L.P. dba Jones Wireline Service
Endeavor Energy Resources, L.P. dba Electrical Maintenance and Construction
Endeavor Energy Resources, L.P. dba ACS Pump & Supply
Endeavor Energy Resources L.P. dba Energy Services Construction Division fka Endeavor Energy Resources, L.P. dba Red Dog Construction
Endeavor Petroleum, LLC
Endeavor Energy Resources L.P. dba Energy Services Vehicle Maintenence Division fka Endeavor Energy Resources, L.P. dba Vehicle Service Company
Environmental Disposal Systems, LLC

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CERTIFICATE NUMBER: L86M7RRP

City Council Meeting

Item Number: 21

Meeting Date: August 10, 2021

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License (21-329-024) with Endeavor Energy Resources LP., regarding City-owned property described as Sections 12 and 13, Block 37, Township 3 South, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This motion will provide a 50' wide right of way for Endeavor Energy to build a two pole, overhead 25 KV power distribution line, as well as a 1.86 acre substation site. Utility poles will be spaced 20' apart and at 250' intervals. Power lines are noted to be set between 113' to 252' away from existing COM water monitoring wells. Applicant is also requesting a 1.86 acre (81,081.60 square feet) substation site at the southeast corner of section 13.

This Right-of-Way License is proposed for a single five (5) year period with the option for a single five (5) year renewal. Terms are consistent with the City's standard license for pipeline facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000

Annual Lease Rate,

Annual Lease Rate / power lines (634.37 rods x $20/rod): $12,687.40 per year
substation(81,081.60 sq. ft. x $0.10 / sq. ft): $8,108.16 per year

Surface Damages: power line and substation: $9,830.23

Total Collected: $31,625.79

Discussion:

This is a privately-owned, overhead electric distribution line, over all right of way width will be 50’ with two additional temporary workspaces of 10’ each. As noted all poles and overhead lines are away from existing COM water monitoring wells. Power is in support of Endeavors ongoing production under existing Surface Use Agreement.

Certificates of Insurance are on file

City Secretary to record all documents



City Manager’s Office

PACKET

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	August 11, 2021
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	Endeavor Energy Resources, L.P.
Licensee's Representative:	**Ben Carter**
Licensee's Mailing Address:	110 N. Marienfeld St. Midland, Texas 79701
Property:	See **Exhibit A** attached hereto and incorporated herein for all purposes.

21.3

Licensee desires use of property owned by Licensor in Midland County, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of five (5) years (the "Initial Term"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

August 10, 2021

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of five (5) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee

commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to cancel the License during the term of the License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

Upon termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this License.

II. Financial Consideration

A. License Fee. The first year's license fee in the amount of TWENTY THOUSAND SEVEN HUNDRED NINETY-FIVE and 56/100 Dollars ($20,795.56) shall be due and payable on or prior to the Commencement Date of this License ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%).

B. Surface Damage Fee. Licensee shall pay a one-time surface damage fee to Licensor in the amount of NINE THOUSAND EIGHT HUNDRED THIRTY and 23/100 Dollars ($9,830.23), payable on or prior to the Commencement Date.

C. Annual Fee. Licensee shall pay to Licensor an annual fee in the amount of TWENTY THOUSAND SEVEN HUNDRED NINETY-FIVE and 56/100 Dollars ($20,795.56), which shall be payable each year on or before the anniversary of the Commencement Date of this License.

D. Application Fee. At the same time the first year License Fee is due, Licensee shall pay a non-refundable one-time fee of ONE THOUSAND and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for the License.

E. Fee Adjustment. Prior to commencement of any renewal term, Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the License Fee. If Licensor and Licensee are unable to reach an agreement regarding an adjustment to the License Fee, then the License Fee shall be determined by Licensor in its sole discretion, provided the new License Fee shall not

exceed twenty-five percent (25%) of the License Fee paid for the last year of the Initial Term.

F. Delivery of Payment. The License Fee payment shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. The License Fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon certain property of Licensor, being seventy (70) feet in width of the location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described location, a two pole, overhead 25 KV power distribution line and substation site ("power distribution line and substation"), said construction width shall revert to fifty (50) feet after construction is completed. **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the power distribution line and substation described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the power distribution line and substation described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair any of Licensor's roads that Licensee damages on Licensor's property so that such roads will comply with Licensor's Standard Specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by Licensor that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of Licensor's Standard Specifications.

D. Depth. Intentionally omitted.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by Licensor's Representative.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on,

PACKET 21.5 August 10, 2021

across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not (except to the extent of Licensor's gross negligence or willful misconduct) be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S POWER DISTRIBUTION LINE AND SUBSTATION, ARISING OUT OF THE NEGLIGENCE, BUT EXCLUDING THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OF LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any power distribution line or substation built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed." Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with

writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace above the land covered by this License for any purpose allowed by law and deemed necessary by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through said right of way occupied by Licensee. In the event of such work in connection with said purposes it shall be deemed necessary by Licensor, at Licensor's sole discretion, to alter, change, adapt, conform or relocate Licensee's power distribution line and substation, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor's City Council without any claim for reimbursement for the cost of the relocation or damages against Licensor. The relocation or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Excess Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING 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 LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S POWER DISTRIBUTION LINE AND SUBSTATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES, BUT ONLY TO THE EXTENT LICENSEE OWES LICENSOR AN INDEMNITY UNDER THIS PARAGRAPH.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE POWER DISTRIBUTION LINE AND SUBSTATION DESCRIBED HEREIN.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING 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 LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT,

CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S POWER DISTRIBUTION LINE AND SUBSTATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PARTIES HEREBY EXPRESSLY WAIVE THEIR RIGHT TO RECOVER ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. FURTHERMORE, IN NO EVENT SHALL LICENSEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER EXTEND TO ANY CLAIMS, DAMAGES, INJURIES, DEATH, DAMAGES, LOSSES OR EXPENSES OF ANY CHARACTER WHATSOEVER TO THE EXTENT ARISING OUT TO THE GROSS NEGLIGENCE OF WILLFUL MISCONDUCT OF LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS OR EMPLOYEES.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all

work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

E. Waiver of Attorney Fees. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF REASONABLE ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE OR THE CONSTRUCTION OR INTERPRETATION OF THE LICENSE. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF REASONABLE ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, 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 WITH REGARDS TO THIS LICENSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, TORT CLAIMS, LICENSOR'S NEGLIGENCE OR CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS; PROVIDED, HOWEVER, THAT SAID RELEASE SHALL NOT EXTEND TO ANY DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION RELATING TO INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF LICENSOR.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such

damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Morris Williams, Assistant City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
ENDEAVOR ENERGY RESOURCES, L.P.

EFS
KL

By: R. Ben Carter

Printed Name: R. Ben Carter

Title: Vice President - Land

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

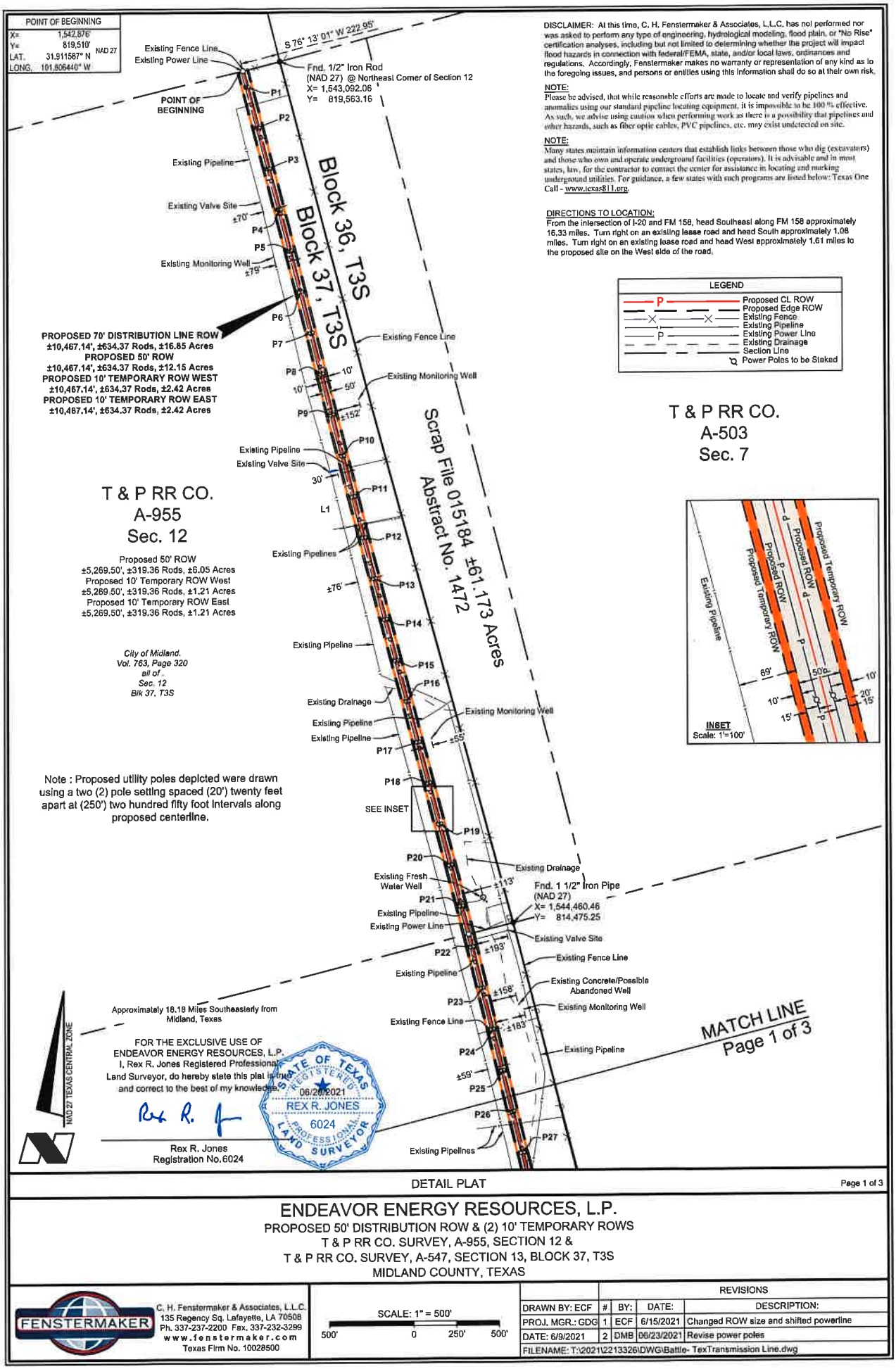
BEFORE ME, the undersigned authority, on this 15th day of July, 2021 personally appeared R. Ben Carter an officer of Endeavor Energy Resources, L.P. known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of July, 2021.

Laura D Swopes

Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
Laura D Swopes
My Commission Expires
11/13/2024
ID No 129201512



DETAIL PLAT

Page 1 of 3

ENDEAVOR ENERGY RESOURCES, L.P.

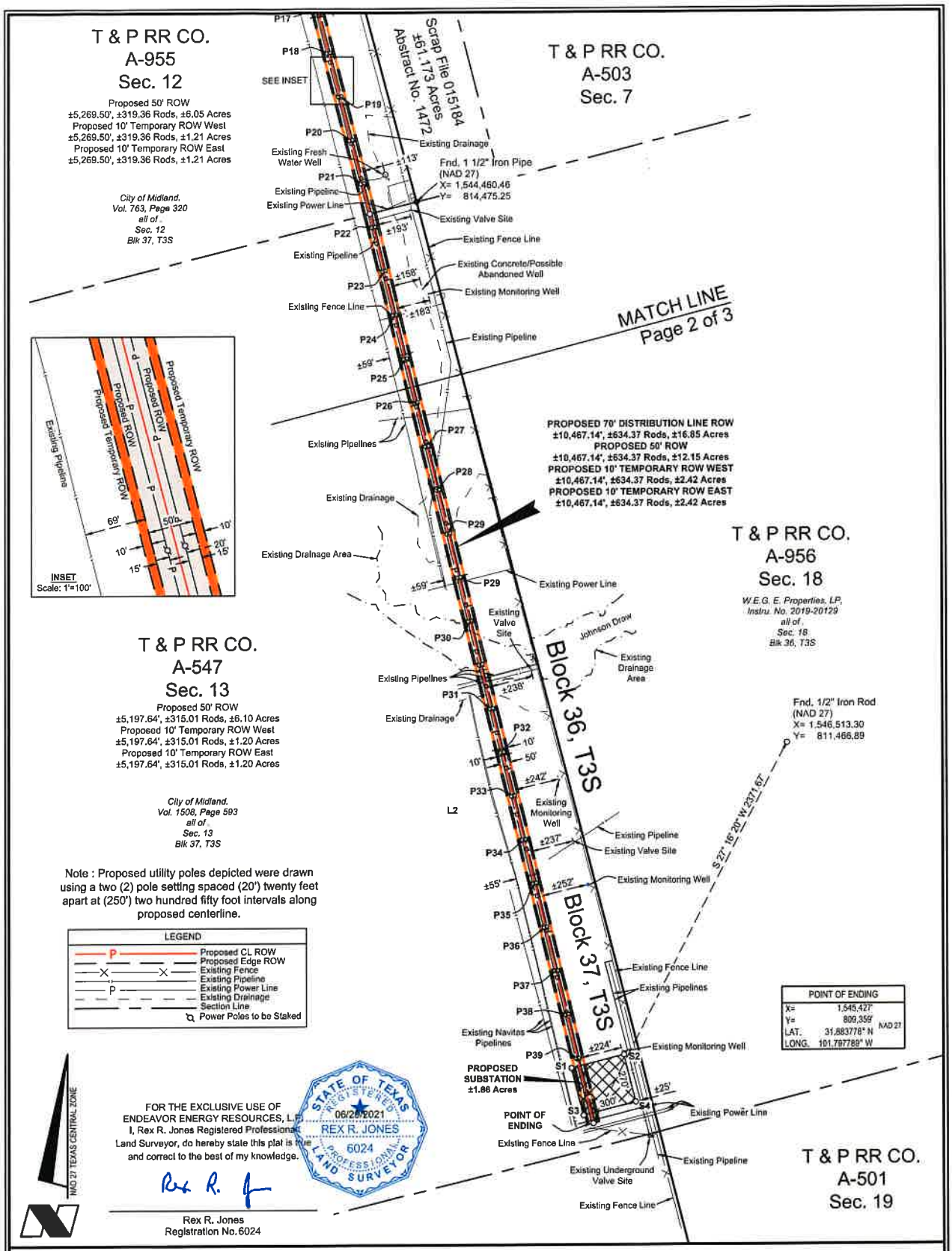
PROPOSED 50' DISTRIBUTION ROW & (2) 10' TEMPORARY ROWS
T & P RR CO. SURVEY, A-955, SECTION 12 &
T & P RR CO. SURVEY, A-547, SECTION 13, BLOCK 37, T3S
MIDLAND COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

SCALE: 1" = 500'
500' 0 250' 500'

DRAWN BY: ECF	REVISIONS			
	#	BY:	DATE:	DESCRIPTION:
PROJ. MGR.: GDG	1	ECF	6/15/2021	Changed ROW size and shifted powerline
DATE: 6/9/2021	2	DMB	06/23/2021	Revise power poles
FILENAME: T:\2021\2213326\DWG\Battle- TexTransmission Line.dwg				

PACKET
21.16
August 10, 2021



DETAIL PLAT

Page 2 of 3

ENDEAVOR ENERGY RESOURCES, L.P.

PROPOSED 50' DISTRIBUTION ROW & (2) 10' TEMPORARY ROWS
T & P RR CO. SURVEY, A-955, SECTION 12 &
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SCALE: 1" = 500'
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FILENAME: T:\2021\2213326\DWG\Battle- TexTransmission Line.dwg				

PACKET 21.17 August 10, 2021

PROPOSED POWER POLES (P1)		PROPOSED POWER POLES (P13)		PROPOSED POWER POLES (P25)		PROPOSED POWER POLES (P37)	
X= 1,542,900'	NAD 27	X= 1,543,653'	NAD 27	X= 1,544,394'	NAD 27	X= 1,545,221'	NAD 27
Y= 819,416'		Y= 816,512'		Y= 813,606'		Y= 810,205'	
LAT. 31.911330° N		LAT. 31.903376° N		LAT. 31.895414° N		LAT. 31.886096° N	
LONG. 101.806357° W		LONG. 101.803505° W		LONG. 101.801295° W		LONG. 101.798487° W	
X= 1,539,367'	NAD83/86	X= 1,840,121'	NAD83/86	X= 1,840,862'	NAD83/86	X= 1,841,689'	NAD83/86
Y= 10,661,993'		Y= 10,659,089'		Y= 10,656,183'		Y= 10,652,787'	
LAT. 31.911459° N		LAT. 31.903505° N		LAT. 31.895544° N		LAT. 31.886226° N	
LONG. 101.806764° W		LONG. 101.804212° W		LONG. 101.801701° W		LONG. 101.798894° W	
PROPOSED POWER POLES (P2)		PROPOSED POWER POLES (P14)		PROPOSED POWER POLES (P26)		PROPOSED POWER POLES (P38)	
X= 1,542,963'	NAD 27	X= 1,543,716'	NAD 27	X= 1,544,453'	NAD 27	X= 1,545,280'	NAD 27
Y= 819,174'		Y= 816,270'		Y= 813,363'		Y= 809,962'	
LAT. 31.910667° N		LAT. 31.902713° N		LAT. 31.894748° N		LAT. 31.885430° N	
LONG. 101.806144° W		LONG. 101.803593° W		LONG. 101.801094° W		LONG. 101.798287° W	
X= 1,539,430'	NAD83/86	X= 1,840,154'	NAD83/86	X= 1,840,921'	NAD83/86	X= 1,841,748'	NAD83/86
Y= 10,661,751'		Y= 10,658,847'		Y= 10,655,940'		Y= 10,652,539'	
LAT. 31.910796° N		LAT. 31.902842° N		LAT. 31.894878° N		LAT. 31.885560° N	
LONG. 101.806551° W		LONG. 101.803999° W		LONG. 101.801500° W		LONG. 101.798693° W	
PROPOSED POWER POLES (P3)		PROPOSED POWER POLES (P15)		PROPOSED POWER POLES (P27)		PROPOSED POWER POLES (P39)	
X= 1,543,025'	NAD 27	X= 1,543,779'	NAD 27	X= 1,544,512'	NAD 27	X= 1,545,339'	NAD 27
Y= 818,932'		Y= 816,028'		Y= 813,120'		Y= 809,719'	
LAT. 31.910004° N		LAT. 31.902050° N		LAT. 31.894083° N		LAT. 31.884764° N	
LONG. 101.806932° W		LONG. 101.803381° W		LONG. 101.800893° W		LONG. 101.798086° W	
X= 1,539,493'	NAD83/86	X= 1,840,347'	NAD83/86	X= 1,840,980'	NAD83/86	X= 1,841,807'	NAD83/86
Y= 10,661,509'		Y= 10,658,605'		Y= 10,655,697'		Y= 10,652,296'	
LAT. 31.910133° N		LAT. 31.902180° N		LAT. 31.894213° N		LAT. 31.884895° N	
LONG. 101.806338° W		LONG. 101.803787° W		LONG. 101.801300° W		LONG. 101.798453° W	
PROPOSED POWER POLES (P4)		PROPOSED POWER POLES (P16)		PROPOSED POWER POLES (P28)			
X= 1,543,088'	NAD 27	X= 1,543,842'	NAD 27	X= 1,544,572'	NAD 27		
Y= 818,690'		Y= 815,786'		Y= 812,877'			
LAT. 31.909341° N		LAT. 31.901367° N		LAT. 31.893417° N			
LONG. 101.805719° W		LONG. 101.803168° W		LONG. 101.800693° W			
X= 1,539,556'	NAD83/86	X= 1,840,309'	NAD83/86	X= 1,841,039'	NAD83/86		
Y= 10,661,267'		Y= 10,658,363'		Y= 10,655,454'			
LAT. 31.909471° N		LAT. 31.901517° N		LAT. 31.893547° N			
LONG. 101.806126° W		LONG. 101.803574° W		LONG. 101.801099° W			
PROPOSED POWER POLES (P5)		PROPOSED POWER POLES (P17)		PROPOSED POWER POLES (P29)			
X= 1,543,151'	NAD 27	X= 1,543,905'	NAD 27	X= 1,544,631'	NAD 27		
Y= 818,448'		Y= 815,544'		Y= 812,634'			
LAT. 31.908678° N		LAT. 31.900724° N		LAT. 31.892751° N			
LONG. 101.805507° W		LONG. 101.802955° W		LONG. 101.800492° W			
X= 1,539,619'	NAD83/86	X= 1,840,372'	NAD83/86	X= 1,841,096'	NAD83/86		
Y= 10,661,025'		Y= 10,658,121'		Y= 10,655,211'			
LAT. 31.908808° N		LAT. 31.900854° N		LAT. 31.892881° N			
LONG. 101.805913° W		LONG. 101.803361° W		LONG. 101.800899° W			
PROPOSED POWER POLES (P6)		PROPOSED POWER POLES (P18)		PROPOSED POWER POLES (P30)			
X= 1,543,214'	NAD 27	X= 1,543,967'	NAD 27	X= 1,544,749'	NAD 27		
Y= 818,206'		Y= 815,302'		Y= 812,148'			
LAT. 31.908016° N		LAT. 31.900061° N		LAT. 31.891420° N			
LONG. 101.805294° W		LONG. 101.802742° W		LONG. 101.800091° W			
X= 1,539,681'	NAD83/86	X= 1,840,435'	NAD83/86	X= 1,841,216'	NAD83/86		
Y= 10,660,783'		Y= 10,657,879'		Y= 10,654,725'			
LAT. 31.908145° N		LAT. 31.900191° N		LAT. 31.891550° N			
LONG. 101.805700° W		LONG. 101.803149° W		LONG. 101.800498° W			
PROPOSED POWER POLES (P7)		PROPOSED POWER POLES (P19)		PROPOSED POWER POLES (P31)			
X= 1,543,277'	NAD 27	X= 1,544,030'	NAD 27	X= 1,544,867'	NAD 27		
Y= 817,964'		Y= 815,060'		Y= 811,662'			
LAT. 31.907353° N		LAT. 31.899399° N		LAT. 31.890086° N			
LONG. 101.805081° W		LONG. 101.802530° W		LONG. 101.799690° W			
X= 1,539,744'	NAD83/86	X= 1,840,498'	NAD83/86	X= 1,841,334'	NAD83/86		
Y= 10,660,541'		Y= 10,657,637'		Y= 10,654,239'			
LAT. 31.907482° N		LAT. 31.899528° N		LAT. 31.890219° N			
LONG. 101.805488° W		LONG. 101.802936° W		LONG. 101.800097° W			
PROPOSED POWER POLES (P8)		PROPOSED POWER POLES (P20)		PROPOSED POWER POLES (P32)			
X= 1,543,339'	NAD 27	X= 1,544,093'	NAD 27	X= 1,544,926'	NAD 27		
Y= 817,722'		Y= 814,818'		Y= 811,419'			
LAT. 31.906690° N		LAT. 31.898736° N		LAT. 31.889423° N			
LONG. 101.804869° W		LONG. 101.802317° W		LONG. 101.799490° W			
X= 1,539,807'	NAD83/86	X= 1,840,560'	NAD83/86	X= 1,841,393'	NAD83/86		
Y= 10,660,299'		Y= 10,657,395'		Y= 10,653,996'			
LAT. 31.906819° N		LAT. 31.898865° N		LAT. 31.889554° N			
LONG. 101.805275° W		LONG. 101.802724° W		LONG. 101.799896° W			
PROPOSED POWER POLES (P9)		PROPOSED POWER POLES (P21)		PROPOSED POWER POLES (P33)			
X= 1,543,402'	NAD 27	X= 1,544,156'	NAD 27	X= 1,544,985'	NAD 27		
Y= 817,480'		Y= 814,576'		Y= 811,177'			
LAT. 31.905027° N		LAT. 31.898073° N		LAT. 31.888758° N			
LONG. 101.804656° W		LONG. 101.802105° W		LONG. 101.799289° W			
X= 1,539,870'	NAD83/86	X= 1,840,623'	NAD83/86	X= 1,841,452'	NAD83/86		
Y= 10,660,057'		Y= 10,657,153'		Y= 10,653,754'			
LAT. 31.905156° N		LAT. 31.898203° N		LAT. 31.888868° N			
LONG. 101.805063° W		LONG. 101.802511° W		LONG. 101.799696° W			
PROPOSED POWER POLES (P10)		PROPOSED POWER POLES (P22)		PROPOSED POWER POLES (P34)			
X= 1,543,465'	NAD 27	X= 1,544,217'	NAD 27	X= 1,545,044'	NAD 27		
Y= 817,238'		Y= 814,335'		Y= 810,934'			
LAT. 31.905364° N		LAT. 31.897410° N		LAT. 31.888092° N			
LONG. 101.804443° W		LONG. 101.801896° W		LONG. 101.799089° W			
X= 1,539,933'	NAD83/86	X= 1,840,685'	NAD83/86	X= 1,841,511'	NAD83/86		
Y= 10,659,815'		Y= 10,656,912'		Y= 10,653,511'			
LAT. 31.905494° N		LAT. 31.897540° N		LAT. 31.888222° N			
LONG. 101.804850° W		LONG. 101.802303° W		LONG. 101.799495° W			
PROPOSED POWER POLES (P11)		PROPOSED POWER POLES (P23)		PROPOSED POWER POLES (P35)			
X= 1,543,528'	NAD 27	X= 1,544,276'	NAD 27	X= 1,545,103'	NAD 27		
Y= 816,996'		Y= 814,092'		Y= 810,691'			
LAT. 31.904701° N		LAT. 31.896745° N		LAT. 31.887427° N			
LONG. 101.804231° W		LONG. 101.801696° W		LONG. 101.798885° W			
X= 1,539,995'	NAD83/86	X= 1,840,744'	NAD83/86	X= 1,841,570'	NAD83/86		
Y= 10,659,573'		Y= 10,656,669'		Y= 10,653,268'			
LAT. 31.904831° N		LAT. 31.896875° N		LAT. 31.887557° N			
LONG. 101.804637° W		LONG. 101.802102° W		LONG. 101.799295° W			
PROPOSED POWER POLES (P12)		PROPOSED POWER POLES (P24)		PROPOSED POWER POLES (P36)			
X= 1,543,591'	NAD 27	X= 1,544,335'	NAD 27	X= 1,545,162'	NAD 27		
Y= 816,754'		Y= 813,849'		Y= 810,448'			
LAT. 31.904038° N		LAT. 31.896079° N		LAT. 31.886761° N			
LONG. 101.804018° W		LONG. 101.801495° W		LONG. 101.798685° W			
X= 1,540,058'	NAD83/86	X= 1,840,803'	NAD83/86	X= 1,841,629'	NAD83/86		
Y= 10,659,331'		Y= 10,656,426'		Y= 10,653,025'			
LAT. 31.904168° N		LAT. 31.896209° N		LAT. 31.886891° N			
LONG. 101.804425° W		LONG. 101.801901° W		LONG. 101.799094° W			

NW SUBSTATION CORNER (S1)		NE SUBSTATION CORNER (S2)	
X= 1,545,306'	NAD 27	X= 1,545,597'	NAD 27
Y= 809,665'		Y= 809,738'	
LAT. 31.884614° N		LAT. 31.884827° N	
LONG. 101.798191° W		LONG. 101.797257° W	
X= 1,841,773'	NAD83/86	X= 1,842,064'	NAD83/86
Y= 10,652,242'		Y= 10,652,315'	
LAT. 31.884744° N		LAT. 31.884958° N	
LONG. 101.798597° W		LONG. 101.797663° W	
SW SUBSTATION CORNER (S3)		SE SUBSTATION CORNER (S4)	
X= 1,545,372'	NAD 27	X= 1,545,663'	NAD 27
Y= 809,403'		Y= 809,477'	
LAT. 31.883897° N		LAT. 31.884110° N	
LONG. 101.797965° W		LONG. 101.797032° W	
X= 1,841,840'	NAD83/86	X= 1,842,131'	NAD83/86
Y= 10,651,980'		Y= 10,652,054'	
LAT. 31.884027° N		LAT. 31.884241° N	
LONG. 101.795372° W		LONG. 101.797438° W	

PROPOSED DISTRIBUTION POWERLINE		
COURSE	BEARING	DISTANCE
L1	S 14° 32' 49" E	5,269.50'
L2	S 13° 39' 37" E	5,197.64'
TOTAL		10,467.14'

METES AND BOUNDS DESCRIPTION OF A PROPOSED DISTRIBUTION LINE RIGHT OF WAY LOCATED IN T & P RR CO. SURVEY, ABSTRACT NO. 955, SECTION 12, BLOCK 37, T3S T & P RR CO. SURVEY, ABSTRACT NO. 547, SECTION 13, BLOCK 37, T3S MIDLAND COUNTY, TEXAS

PROPOSED DISTRIBUTION RIGHT OF WAY

Survey of a proposed distribution right of way, centerline to be 10,467.14 feet or 634.37 rods, more or less, located within T&P RR CO. Survey, Abstract No. 955, Section 12, Block 37, Township 3 South & T & P RR Co. Survey, Abstract No. 547, Section 13, Block 37, Township 3 South, Midland County, Texas.

Commencing at a Found 1/2" Iron Rod at the Northeast corner of said Section 12, **Thence** South 76 degrees 13 minutes 01 seconds West 222.95 feet to the **Point of Beginning**, having the following coordinates: X = 1,542,876' and Y = 819,510' (Texas State Plane Coordinate System, Central Zone, NAD 27).

Thence South 14 degrees 32 minutes 49 seconds East 5,269.50 feet to a point on the common section line of said Section 12, Block 37, T3S and said Section 13, Block 37, T3S;

Thence South 13 degrees 39 minutes 37 seconds East 5,197.64 feet to the **Point of Ending**, having the following coordinates X= 1,545,427' and Y= 809,359' (Texas State Plane Coordinate System, Central Zone, NAD 27).

The bearings recited hereon are oriented to Texas State Plane Coordinate System, Central Zone, NAD 27.

This description represents a survey made on the ground for an distribution right of way and intended solely for that purpose. This description does not represent a boundary survey.

STATE OF TEXAS REGISTERED 06/28/2021 REX R. JONES 6024 PROFESSIONAL LAND SURVEYOR

FOR THE EXCLUSIVE USE OF ENDEAVOR ENERGY RESOURCES, L.P.
I, Rex R. Jones Registered Professional Land Surveyor, do hereby state this plat is true and correct to the best of my knowledge.

Rex R. Jones
Registration No. 6024

DETAIL PLAT

Page 3 of 3

ENDEAVOR ENERGY RESOURCES, L.P.

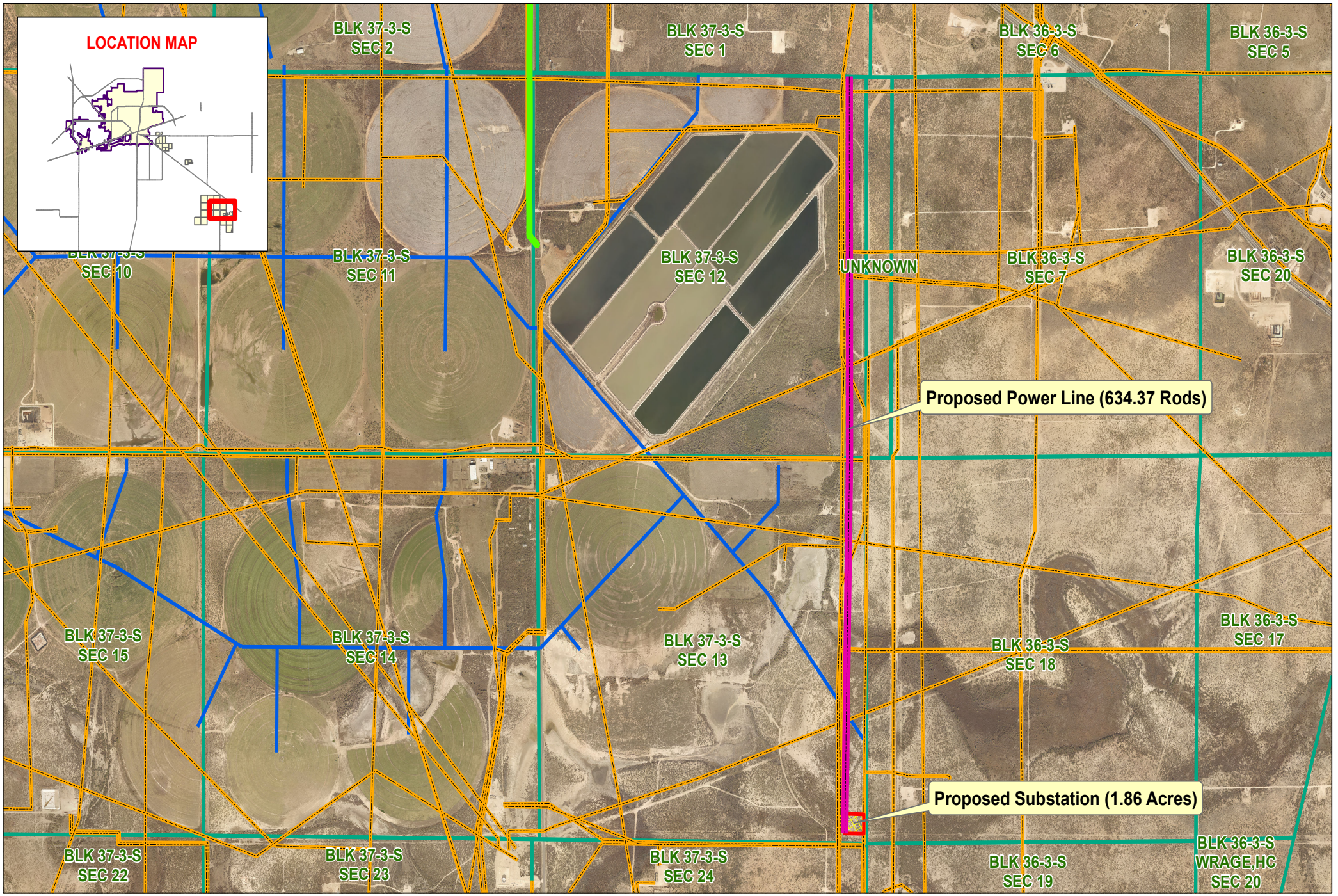
PROPOSED 50' DISTRIBUTION ROW & (2) 10' TEMPORARY ROWS
T & P RR CO. SURVEY, A-955, SECTION 12 &
T & P RR CO. SURVEY, A-547, SECTION 13, BLOCK 37, T3S
MIDLAND COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

SCALE: 1" = 500'
500' 0 250' 500'

REVISIONS			
#	BY:	DATE:	DESCRIPTION:
1	ECF	6/15/2021	Changed ROW size and shifted powerline
2	DMB	06/23/2021	Revise power poles

DRAWN BY: ECF
PROJ. MGR.: GDG
DATE: 6/9/2021
FILENAME: T:\2021\2213326\DWG\Battle- TexTransmission Line.dwg



Date: 7/8/2021

Proposed Power Line
Proposed Substation
Sewer Pressure Main
Oil & Gas Pipeline
Irrigation Line
Survey Section

PACKET

21.19

Endeavor Proposed Power Line

August 10, 2021

0 500 1,000 Feet

©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
10100 Katy Freeway, #400
Houston, TX 77043

CONTACT NAME:
PHONE (A/C, No, Ext): 713-877-8975 **FAX (A/C, No):** 713-877-8974
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : Lloyds of London	
INSURER C : The First Liberty Insurance Corporation	33588
INSURER D : Liberty Insurance Corporation	42404
INSURER E :	
INSURER F :	

INSURED
Endeavor Energy Resources, L.P.
and Per Attached Named Insureds
110 N Marienfeld, Suite 200
Midland, TX 79701

COVERAGES **CERTIFICATE NUMBER:** L86M7RRP **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		
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Self-Insured Retention $250,000 X Time Element Poll - Incl GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			EB6-641-443771-110	11/01/2020	11/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 2,000,000 4,000,000 4,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AS6-641-443771-100	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $			1000095483201	11/01/2020	11/01/2021	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA7-64D-443771-090	11/01/2020	11/01/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
B	Excess Liability $5m xs $5m			20XS2H13266	11/01/2020	11/01/2021	Each Occurrence Aggregate	$ $	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured as respects to General Liability and Automobile Liability as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation is provided as respects to General Liability, Automobile Liability, Excess Liability and Workers' Compensation as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland, TX 79701 PACKET 21.20

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
August 10, 2021

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.	**INSURED** Endeavor Energy Resources, L.P. and Per Attached Named Insureds
POLICY NUMBER	
CARRIER / **NAIC CODE**	**ISSUE DATE:** 10/30/2020

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

ENDEAVOR ENERGY RESOURCES, L.P.
Named Insured List:
Endeavor Energy Resources L.P. dba EER Energy Services
Endeavor Energy Resources L.P. dba Energy Services Well Servicing Division fka Endeavor Energy Resources, L.P. dba J & L Well Service
Endeavor Energy Resources L.P. dba Energy Services Roustabout Division fka Endeavor Energy Resources, L.P. dba Compadre Roustabout Service
Endeavor Energy Resources L.P. dba Energy Services Trucking Division fka Endeavor Energy Resources, L.P. dba C & W Transports
Endeavor Energy Resources L.P. dba Energy Services Wireline Division fka Endeavor Energy Resources, L.P. dba Jones Wireline Service
Endeavor Energy Resources, L.P. dba Electrical Maintenance and Construction
Endeavor Energy Resources, L.P. dba ACS Pump & Supply
Endeavor Energy Resources L.P. dba Energy Services Construction Division fka Endeavor Energy Resources, L.P. dba Red Dog Construction
Endeavor Petroleum, LLC
Endeavor Energy Resources L.P. dba Energy Services Vehicle Maintenence Division fka Endeavor Energy Resources, L.P. dba Vehicle Service Company
Environmental Disposal Systems, LLC

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CERTIFICATE NUMBER: L86M7RRP

City Council Meeting

Item Number: 22

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 21.91-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 266 FEET EAST OF THE INTERSECTION OF HOMELAND DRIVE AND APPROXIMATELY 258 FEET EAST OF HOMESTEAD BOULEVARD); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES)

Purpose:

Consider an ordinance for an annexation of a 21.91- acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas, located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard.

Recommended City Council Action:

Approve

Fiscal Impact:

Additional land to be developed under City regulations in an expanded growth area.

Discussion:

The applicant, Midland- Odessa Golf Corp, is requesting to annex a 21.91- acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas, as it is the only portion of Nueva Vista Golf Club located outside of city limits. The proposed annexation will allow the provision of City services to the property. This is considered a

voluntary annexation.

On February 10, 2021, the service agreement between the City and the property was executed. This is the next step in the annexation process.

This project has been circulated to all respective departments for internal review and received no objections.

Engineering: (Approved)

No objections.

Transportation: (Approved)

No objections.

Fire: (Approved)

No objections to annexation.

All future development is required to meet all provisions of IFC 2015 ed. and locally adopted ordinances.

Code Administration: (Approved)

No objection.

Oil and Gas: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Planning:

As this proposed development will conform with the Tall City Tomorrow Comprehensive Plan, staff recommends approval of this annexation.

Letters of Objection:

Staff has received 14 letters of objection to this request.

Attachments:

Petition (Exhibit A)
Service Agreement (Exhibit B)
Application
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 21.91-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 266 FEET EAST OF THE INTERSECTION OF HOMELAND DRIVE AND APPROXIMATELY 258 FEET EAST OF HOMESTEAD BOULEVARD); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, a public hearing before the City Council of the City of Midland, Texas, a home rule municipal corporation, was held in the City Council Chamber on April 27, 2021, during which all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory; and

WHEREAS, notice of the public hearing was published on the City of Midland, Texas' Internet website on April 9, 2021, and the notice remained posted until the date of the public hearing; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on April 9, 2021; and

WHEREAS, a second public hearing before the City Council was held in the City Council Chamber on July 13, 2021, during which all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory; and

WHEREAS, notice of the second public hearing was published on the City of Midland, Texas' Internet website on June 25, 2021, and the notice remained posted until the date of the public hearing; and

WHEREAS, notice of the second public hearing was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on June 26, 2021; and

WHEREAS, all required notices of the proposed annexation and the public hearings were given in accordance with applicable laws; and

WHEREAS, the City of Midland has entered into a written agreement with the owner(s) of the hereinafter described territory for the provision of services in said area;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

> Being a 21.91-acre tract of land out of Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas, and being more fully described by metes and bounds in the petition for annexation attached hereto as Exhibit "A" and incorporated herein by reference for all legal purposes.

SECTION TWO. That this ordinance shall be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication thereof.

SECTION THREE. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for the purpose of recording in the Deed Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council

member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract of land described in Exhibit A (the "Property"), said Exhibit being attached hereto and incorporated herein, Midland-Odessa Golf Corporation ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Jon Crain, President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 4th day of February, 2021, by Jon Crain in the capacity herein stated.

MY COMMISSION EXPIRES

8/22/2024

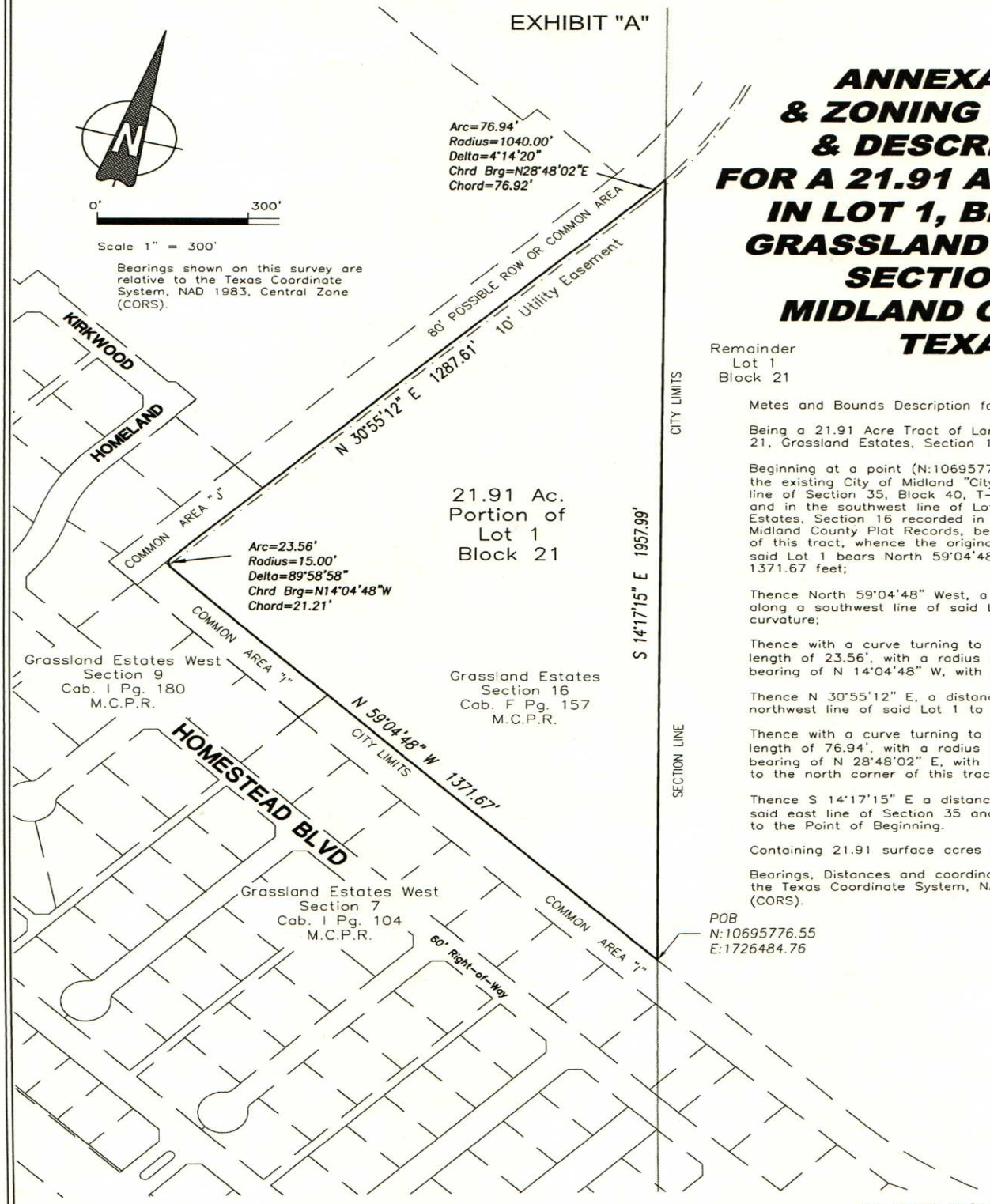
Suzanne Eicher

Notary Public, State of TX

SUZANNE EICHER
Notary Public
State of Texas
ID # 1025491-2
My Comm. Expires 8-22-2024

EXHIBIT "A"

ANNEXATION & ZONING EXHIBIT & DESCRIPTION FOR A 21.91 ACRE TRACT IN LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS.



Remainder
Lot 1
Block 21

Metes and Bounds Description for Annexation and Zoning:

Being a 21.91 Acre Tract of Land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

Beginning at a point (N:10695776.55, E:1726484.76') on the existing City of Midland "City Limits" line, the east line of Section 35, Block 40, T-2-S, T&P RR Co Survey and in the southwest line of Lot 1, Block 21, Grassland Estates, Section 16 recorded in Cabinet F, Page 157, Midland County Plat Records, being the southwest corner of this tract, whence the original most westerly corner of said Lot 1 bears North 59°04'48" West, a distance of 1371.67 feet;

Thence North 59°04'48" West, a distance of 1371.67 feet along a southwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the right with an arc length of 23.56', with a radius of 15.00', with a chord bearing of N 14°04'48" W, with a chord length of 21.21';

Thence N 30°55'12" E, a distance of 1287.61' along a northwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the left with an arc length of 76.94', with a radius of 1040.00', with a chord bearing of N 28°48'02" E, with a chord length of 76.92' to the north corner of this tract;

Thence S 14°17'15" E a distance of 1957.99' along a said east line of Section 35 and said "City Limits" line to the Point of Beginning.

Containing 21.91 surface acres of land.

Bearings, Distances and coordinates are GRID, based on the Texas Coordinate System, NAD83, Central Zone (CORS).

This Exhibit & Description were prepared from record information for a political subdivision (zoning) and do not represent an actual on the ground survey. This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

15 December 2017

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL
LAND SURVEYORS, LLC.

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

Page 1 of 1
2017-577

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract of land described in Exhibit A (the "Property"), said Exhibit being attached hereto and incorporated herein, Midland-Odessa Golf Corporation ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Jon Crain, President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 4th day of February, 2021, by Jon Crain in the capacity herein stated.

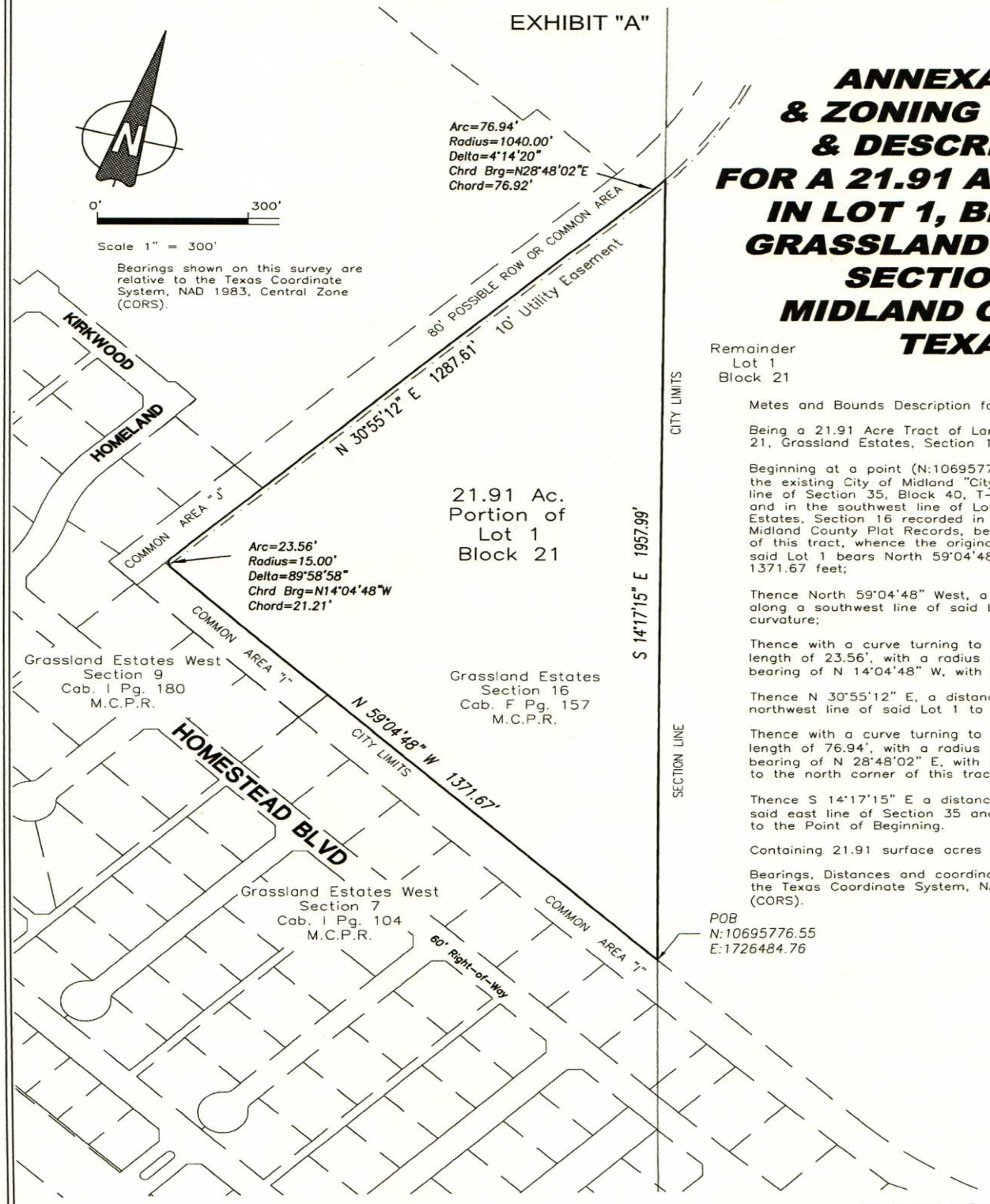
MY COMMISSION EXPIRES
8/22/2024

Notary Public, State of TX

SUZANNE EICHER
Notary Public
State of Texas
ID # 1025491-2
My Comm. Expires 8-22-2024

EXHIBIT "A"

ANNEXATION & ZONING EXHIBIT & DESCRIPTION FOR A 21.91 ACRE TRACT IN LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS.



Remainder
Lot 1
Block 21

Metes and Bounds Description for Annexation and Zoning:

Being a 21.91 Acre Tract of Land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

Beginning at a point (N:10695776.55, E:1726484.76') on the existing City of Midland "City Limits" line, the east line of Section 35, Block 40, T-2-S, T&P RR Co Survey and in the southwest line of Lot 1, Block 21, Grassland Estates, Section 16 recorded in Cabinet F, Page 157, Midland County Plat Records, being the southwest corner of this tract, whence the original most westerly corner of said Lot 1 bears North 59°04'48" West, a distance of 1371.67 feet;

Thence North 59°04'48" West, a distance of 1371.67 feet along a southwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the right with an arc length of 23.56', with a radius of 15.00', with a chord bearing of N 14°04'48" W, with a chord length of 21.21';

Thence N 30°55'12" E, a distance of 1287.61' along a northwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the left with an arc length of 76.94', with a radius of 1040.00', with a chord bearing of N 28°48'02" E, with a chord length of 76.92' to the north corner of this tract;

Thence S 14°17'15" E a distance of 1957.99' along a said east line of Section 35 and said "City Limits" line to the Point of Beginning.

Containing 21.91 surface acres of land.

Bearings, Distances and coordinates are GRID, based on the Texas Coordinate System, NAD83, Central Zone (CORS).

This Exhibit & Description were prepared from record information for a political subdivision (zoning) and do not represent an actual on the ground survey. This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

15 December 2017

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL
LAND SURVEYORS, LLC.

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

Page 1 of 1
2017-577

SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 10th day of February, 2021, by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and MIDLAND-ODESSA GOLF CORPORATION, hereinafter referred to as "PETITIONER" whether one or more.

WHEREAS, a petition for annexation of **a 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas**, said tract being more fully described by metes and bounds therein (the "Area"), has been submitted to CITY by PETITIONER, the owner(s) of the land located in the Area, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, before CITY annexes the Area, CITY and PETITIONER must enter into a written agreement for the provision of services in the Area in accordance with Section 43.0672 of the Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is (1) to list each service CITY will provide in the Area on the effective date of the annexation, (2) to establish a schedule that includes the period within which CITY will provide each service in the Area that is not provided on the effective date of the annexation, and (3) to establish the duty of PETITIONER to pay fees similar to impact fees in the event that CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees. PETITIONER understands and agrees that CITY is not required to provide a service that is not included in this Agreement. PETITIONER further understands and agrees that the execution of this Agreement does not constitute a promise by CITY to annex the Area and that this Agreement is not a permit for purposes of Chapter 245 of the Local Government Code.

ARTICLE II. TERM

The term of this Agreement shall be one year; provided, however, that if CITY annexes the Area within one year from the effective date, the term of this Agreement shall continue until such time when all services described in this Agreement are provided in the Area, and at such time, the Agreement shall terminate and shall be of no further force or effect except for those provisions that expressly survive termination. If CITY does not annex the Area during the term of this Agreement, this Agreement shall terminate and shall be of no further force or effect, and CITY shall have no duty to provide services to the Area.

ARTICLE III. SERVICES TO BE PROVIDED UPON ANNEXATION

CITY will provide the following services in the Area on the date that the ordinance annexing the Area becomes effective:

A. **Engineering:** CITY's Engineering Services Department will maintain streets, drainage facilities, and rights-of-way in accordance with CITY policies, procedures, and ordinances and applicable laws. PETITIONER understands and agrees that PETITIONER may be required to construct public improvements, including but not limited to (i) roadways adjacent to property located in the Area upon platting and (ii) roadway connections to existing facilities in the Area upon issuance of building permits in accordance with applicable laws and ordinances. PETITIONER understands and agrees that the Area will be included in CITY's service area of CITY's drainage utility.

B. **Utilities:** CITY will provide water services and wastewater collection services, upon platting property in the Area, in accordance with the City Code at rates established by ordinances for such services; provided, however, that no such service shall be provided until the public improvements necessary therefor have been constructed and CITY has approved said improvements. PETITIONER understands and agrees that CITY may require PETITIONER to construct such public improvements in accordance with applicable laws and ordinances.

C. **Development:** CITY's Development Services Department will provide planning, land development, land use, building review and inspection, and code enforcement services in accordance with applicable laws, rules, regulations, and ordinances.

D. **Police:** CITY's Police Department will provide emergency and routine call response, traffic enforcement, and law enforcement services in the Area.

E. **Fire:** CITY's Fire Department will provide emergency service for fire protection services and emergency medical services.

F. **Community Services:** CITY's Community Services Department will provide access to services and programs that may be offered by the Health and Senior Services Division, services and programs that may be offered by Animal Services Division, and access to City-owned parks.

G. **Solid Waste:** CITY's Solid Waste Department will provide residential garbage pickup service only. PETITIONER understands and agrees that CITY will not provide garbage pickup services to new commercial developments.

Regarding the services described above, PETITIONER understands and agrees that CITY will provide a level of services that is comparable to the level of services available in other parts of the City of Midland with topography, land use, and population density similar to those reasonably contemplated or projected for the Area. PETITIONER understands and acknowledges that any CITY departments or divisions identified above may change names or be reorganized. Any reference to a specific CITY department or division also includes any subsequent CITY department or division that will provide the same or similar services.

ARTICLE IV. IMPACT FEES

A. **Fees to be assessed and collected.** Except as otherwise described herein, if CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees in accordance with Chapter 395 of the Local Government Code, CITY shall assess and collect fees associated with the development of the Area as described for impact fees in the applicable impact fee ordinance(s) (the "Fees").

B. **Service areas.** For purposes of assessing and collecting Fees for water and wastewater under this Agreement, the Area is deemed to be located within CITY's capital improvements plan service area therefor. For the purpose of assessing and collecting Fees for roadways under this Agreement, the Area is deemed to be located in CITY's capital improvements plan roadway service area(s) immediately adjacent thereto; provided, however, that if the Area is not located immediately adjacent to a roadway service area and is located immediately adjacent to a tract of land that is associated with an agreement regarding fees similar to the Fees in this Agreement, the Area is deemed to be located in the roadway service area(s) specified in such similar agreement associated with the adjacent tract of land.

C. **Capital improvements and facility expansions.** For purposes of this Agreement, a capital improvement or facility expansion that will serve the Area shall be deemed to be included in CITY's capital improvements plan if:

   a. said capital improvement or facility expansion is substantially similar to a type of capital improvement or facility expansion identified in CITY's capital improvements plan; or

   b. said capital improvement or facility expansion is an extension of a capital improvement or facility expansion identified in CITY's capital improvements plan.

D. **Time of assessment.** Fees shall be assessed at the time of recordation of a final plat of any portion of the Area, at the time the Area is annexed, or on the effective date(s) of the applicable impact fee ordinance(s), whichever is later.

E. **Time of collection.** CITY shall collect the Fees from PETITIONER at the time of issuance of a building permit. PETITIONER acknowledges and agrees that no building permit or certificate of occupancy shall be issued until PETITIONER has paid the applicable Fees.

F. **Amendment to land use assumptions, capital improvements plan, or impact fees.** Notwithstanding any provision in this Agreement to the contrary, if CITY amends its land use assumptions, capital improvements plan, or impact fees such that PETITIONER would be required to pay impact fees, CITY shall assess and PETITIONER shall pay the applicable impact fees in accordance with the applicable impact fee ordinance(s), as amended; provided, however, that to the extent CITY assesses applicable Fees for service units under this Agreement, PETITIONER shall pay such Fees in accordance with this Agreement and shall not be required to pay the applicable impact fees for the same service units.

G. **Article to survive termination.** If CITY annexes the Area within one year from the

effective date, the provisions of this Article shall survive termination of this Agreement.

ARTICLE V. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VI. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, PETITIONER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PETITIONER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VII. ATTORNEYS' FEES

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001, et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys' fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, THE PARTIES AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM EITHER PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY, SPECIFICALLY AND SOLELY REGARDING THE AWARD OF ATTORNEYS' FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF A PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING

RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE PARTY BRINGING THE ACTION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEYS' FEES TO WHICH THE PARTY MIGHT OTHERWISE BE ENTITLED.

THE PARTIES AGREE THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. EACH PARTY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND PETITIONER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. PETITIONER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE VIII. GENERAL PROVISIONS

A. **Governing law and venue.** This Agreement shall be governed by the laws of the State of Texas. All performance made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. The provisions of this Article VIII.A. shall survive termination of this Agreement.

B. **Notice.** Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as

follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to PETITIONER: Midland-Odessa Golf Corporation
P.O. Box 12580
Odessa, TX 79768

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

C. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

D. **Use of language.** Words in the singular shall be held to include the plural, unless the context otherwise requires.

E. **Amendments, modifications, alterations.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

F. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

G. **Notice of alleged breach; statutory prerequisites.** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, PETITIONER or PETITIONER'S legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which PETITIONER will settle, the physical and mailing addresses of PETITIONER at the time and date the claim was presented and the physical and mailing addresses of PETITIONER for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom PETITIONER relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to PETITIONER that PETITIONER'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, PETITIONER'S failure to comply with the requirements herein shall perpetually bar PETITIONER'S claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. The provisions of this Article VIII.G. shall survive termination of this agreement. **PETITONER AGREES THAT THE REQUIREMENTS OF THIS ENTIRE AGREEMENT ARE REASONABLE.**

H. **Covenants run with the land.** The provisions of this Agreement are covenants that run with the land located in the Area. CITY and PETITIONER agree that this Agreement may be recorded in the deed records of the county in which the Area is located. CITY and PETITIONER acknowledge and agree that this Agreement is binding upon CITY and PETITIONER and their respective successors, executors, heirs, and assigns, as applicable. The provisions of this Article VIII.H. shall survive termination of this Agreement.

EXECUTED the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

PETITIONER:

By: _____

Name: JON CRAIN

Title: PRESIDENT

STATE OF TEXAS §

§

COUNTY OF ECTOR §

BEFORE ME, the undersigned authority, on this 10th day of February, 2021 personally appeared, Jon Crain, an officer of Midland Odessa Golf Corp, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of February, 2021.

SUZANNE EICHER
Notary Public
State of Texas
ID # 1025491-2
My Comm. Expires 8-22-2024

Suzanne Eicher

Notary Public, State of Texas

EXHIBIT "A" TO SERVICE AGREEMENT

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract of land described in Exhibit A (the "Property"), said Exhibit being attached hereto and incorporated herein, Midland-Odessa Golf Corporation ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Jon Crain, President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

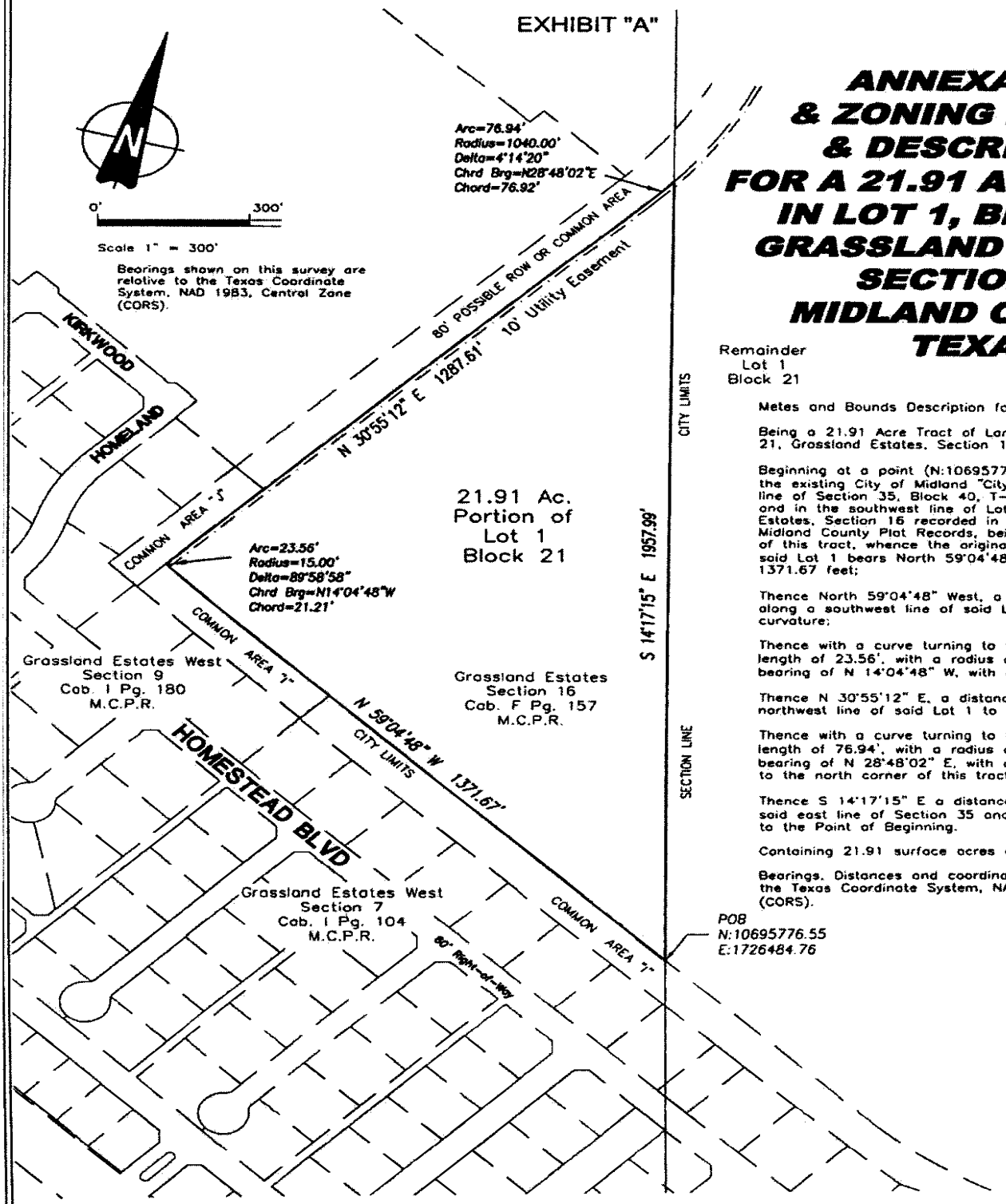
This instrument was acknowledged before me on the 4th day of February, 2021, by Jon Crain in the capacity herein stated.

MY COMMISSION EXPIRES
8/22/2024

Suzanne Eicher
Notary Public, State of TX

SUZANNE EICHER
Notary Public
State of Texas
ID # 1025491-2
My Comm. Expires 8-22-2024

EXHIBIT "A"



ANNEXATION & ZONING EXHIBIT & DESCRIPTION FOR A 21.91 ACRE TRACT IN LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS.

Remainder
Lot 1
Block 21

Metes and Bounds Description for Annexation and Zoning:

Being a 21.91 Acre Tract of Land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

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Containing 21.91 surface acres of land.

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POB
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15 December 2017

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
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432-848-4439
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PACKET
August 16, 2021

MIDLAND
Planning Division

Annexation/Initial Zoning

Project Number: A-21-0024

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Midland-Odessa Golf Corp.		Phone (432) 559-2011 Email joncrain.nvgc@gmail.com	
Address 4800 E 42nd Street, Suite 210	City Odessa	State TX	Zip 79762

Property Owner Printed Name: Midland-Odessa Golf Corp.		Phone (432) 559-2011 Email joncrain.nvgc@gmail.com	
Address 4800 E 42nd Street, Suite 210	City Odessa	State TX	Zip 79762

Representative *(if different from Applicant or Property Owner)* Firm: Parkhill Printed Name: Josh Wallender (PSC PROJ # 6086.21)		Phone (432) 697-1447 Email jwallender@parkhill.com	
Address 1700 W. Wall Street, Suite 100	City Midland	State TX	Zip 79701

Street Address: 6101 W Wadley

Legal Description
Lot: 1 Block: 21 Subdivision: Grassland Estates, Section 16

Proposed Zone:
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Would like to annex into the city

Present Use of Property: Golf Course Location

Proposed Use of Property: Golf Course

How would this zone change affect the public health, safety and welfare? No Effect

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Metes and Bounds Description
- Survey Map
- Dimensioned Site Plan (If applicable)
- Digital Copies of Documents(PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Jon Crain	Date: 1-19-2021
Applicant (printed): Midland-Odessa Golf Corp - Jon Crain	
Property Owner (signature): Jon Crain	Date: 1-19-2021
Property Owner (printed) : Midland-Odessa Golf Corp - Jon Crain	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Josh Wallender who, being by me duly sworn, upon oath says: That (s)he is authorized by Midland-Odessa Golf Corp, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 21 day of January, 2021, to certify which witness my hand and seal of office.

SHERI MULLINS
My Notary ID # 8145198
Expires October 10, 2022

Sheri Mullins
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee

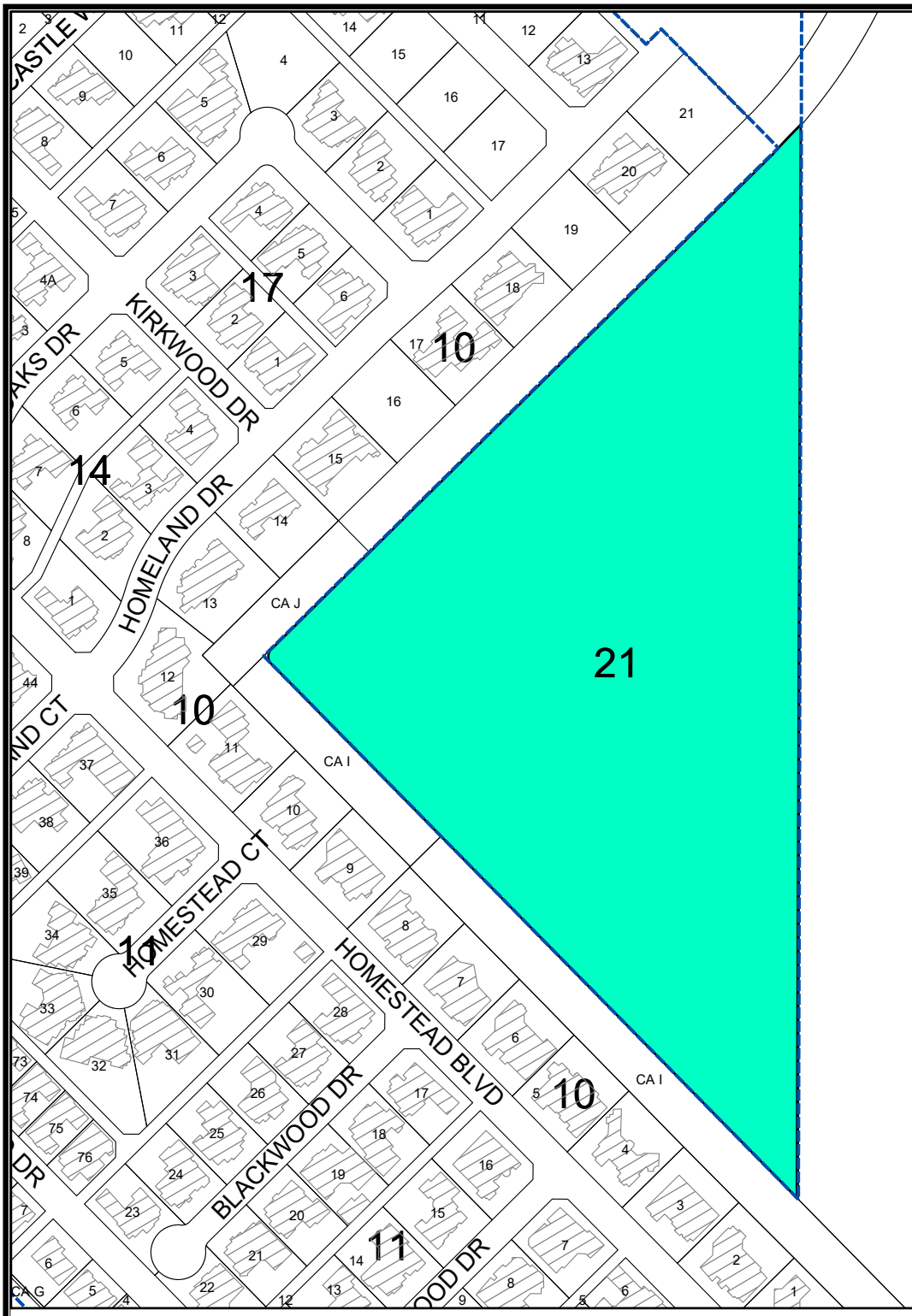
Check # 1489

- ☑ Dimensioned Site Plan
- ☐ Plans in Digital Format (PDF/JPEG)

Received By: V. Shaman

Date: RECEIVED JAN 21 2021 By: .....

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

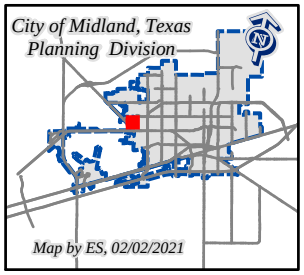
A-21-0024 **Scale: 1" = 300'**

Consider a request for the annexation of a 21.91- acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

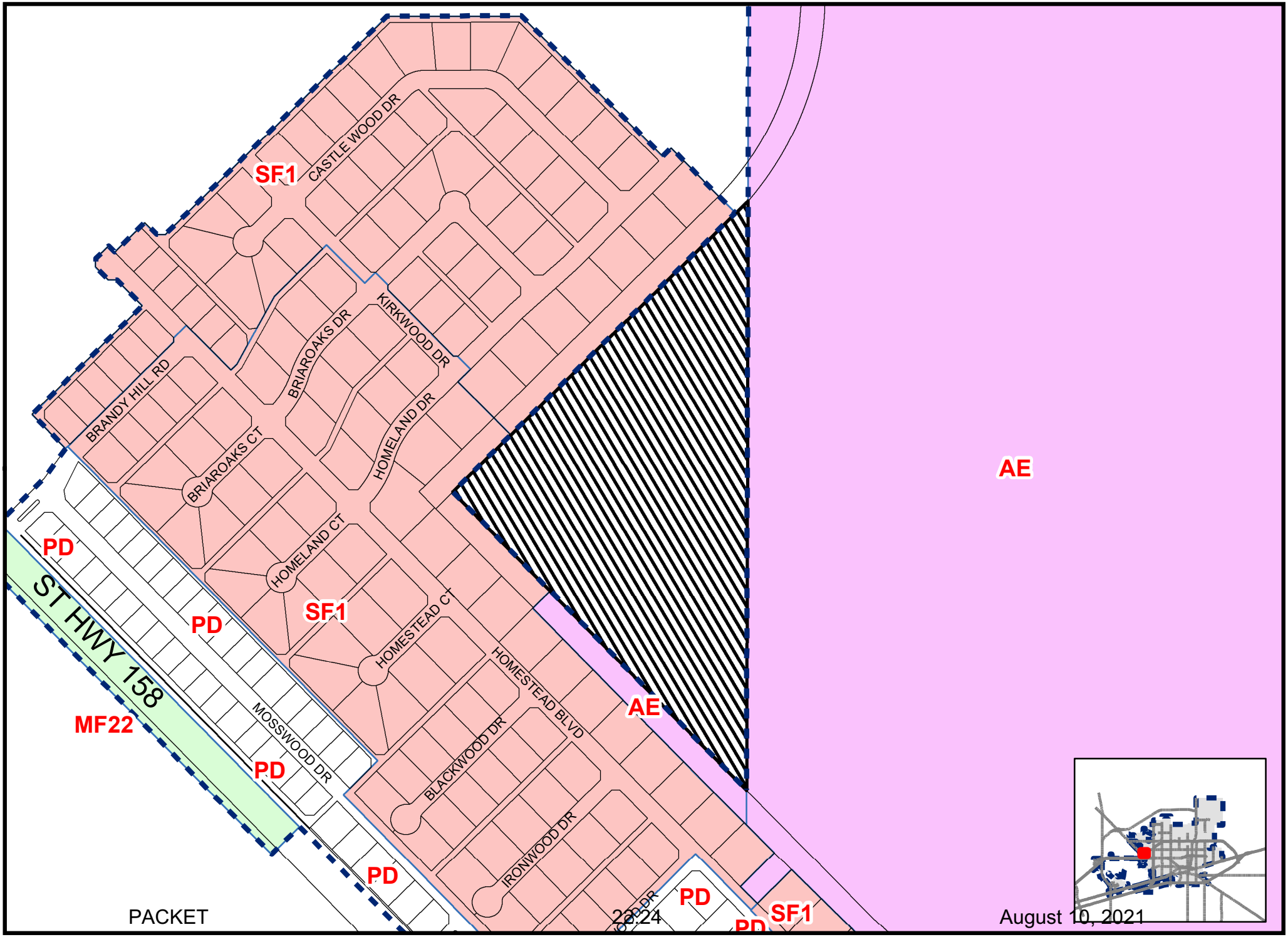
Generally located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



August 10, 2021



Map By COB, 02/23/2021

A-21-0024/Z-21-0212 **Scale: 1" = 400'**

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MIDLAND
Planning Division

HELM JOHN LOY
6508 HOMESTEAD BLVD
MIDLAND TX 79707

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas will hold a public hearing at **10:00A.M.** on **Tuesday**, **April 27, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, on a request by **Midland-Odessa Golf Corp** for approval of an **Annexation** on the following described property:

LEGAL DESCRIPTION: A 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

LOCATION: Generally located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard. (Extraterritorial Jurisdiction)

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X **Comments:** This is part of the owner's goal of selling the golf course as a high density housing development w/ commercial & multi-family areas.

Required Information:

John Loy Helm — JOHN LOY HELM — 6508 HOMESTEAD BLVD, MIDLAND, TX 79707

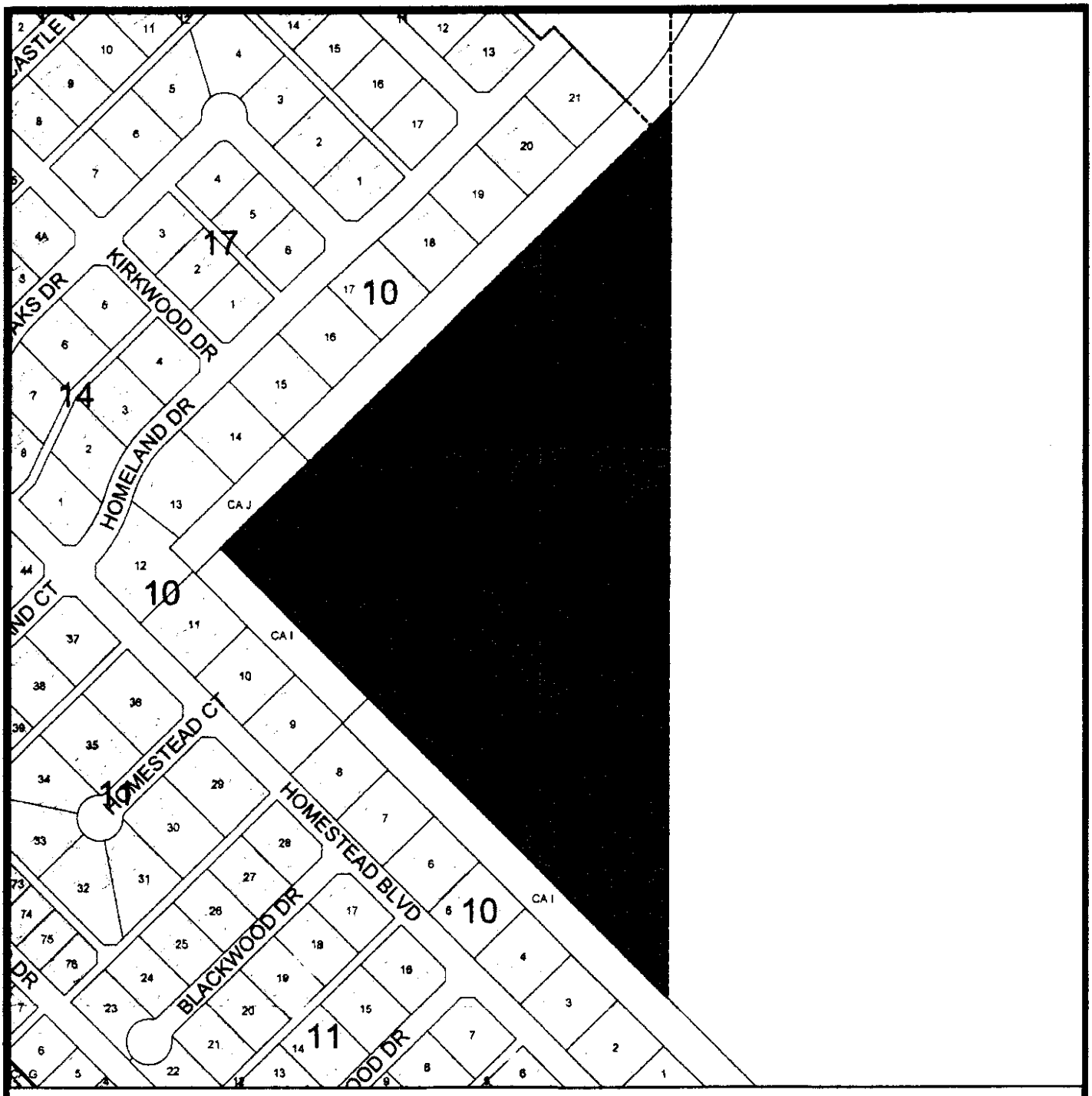
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: April 9, 2021
Case Number: A-21-0024
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

Carl Hunt Por
Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.



LOCATION MAP

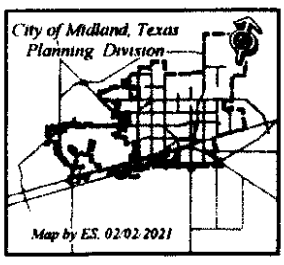
A-21-0024 **Scale: 1" = 300'**

Consider a request for the intiial zoning of a 21.91- acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

Generally located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



MIDLAND
Planning Division

ELLIS ZACHARY T
6608 HOMESTEAD BLVD
MIDLAND TX 79707

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas will hold a public hearing at **10:00A.M.** on **Tuesday, April 27, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, on a request by **Midland-Odessa Golf Corp** for approval of an **Annexation** on the following described property:

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I object to this request ✓ **Comments:**

Required Information:

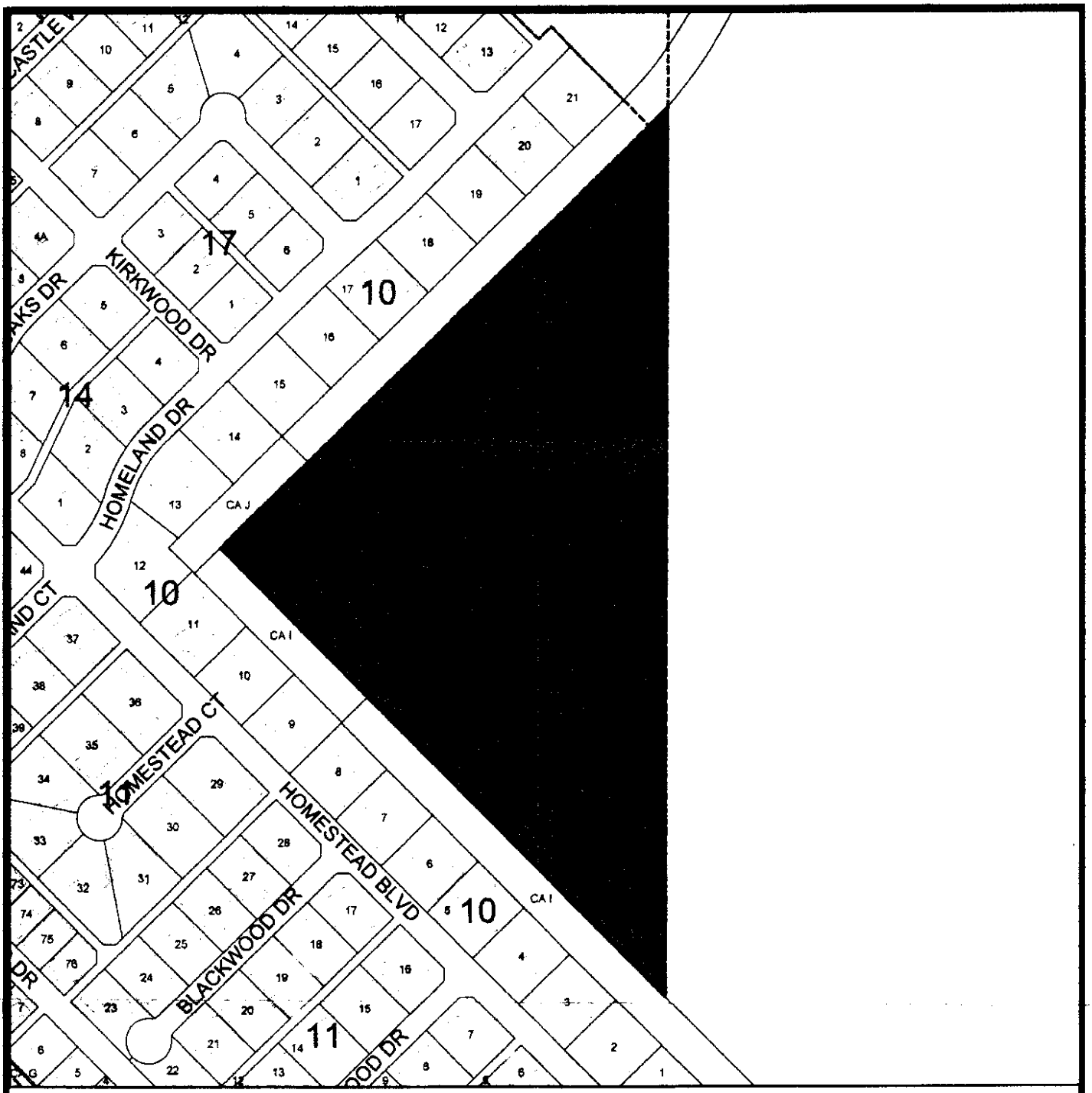
Property Owner's Signature	Zachary Ellis Printed Name	6608 Homestead Blvd Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: April 9, 2021
Case Number: A-21-0024
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

Por
Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

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LOCATION MAP

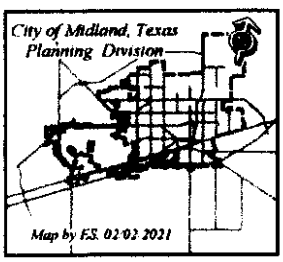
A-21-0024 **Scale: 1" = 300'**

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LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





MIDLAND
Planning Division

BURKES JONATHAN CRAIG
6408 HOMESTEAD BLVD
MIDLAND TX 79707

PUBLIC NOTICE

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I object to this request ___ **Comments:**

Required Information:

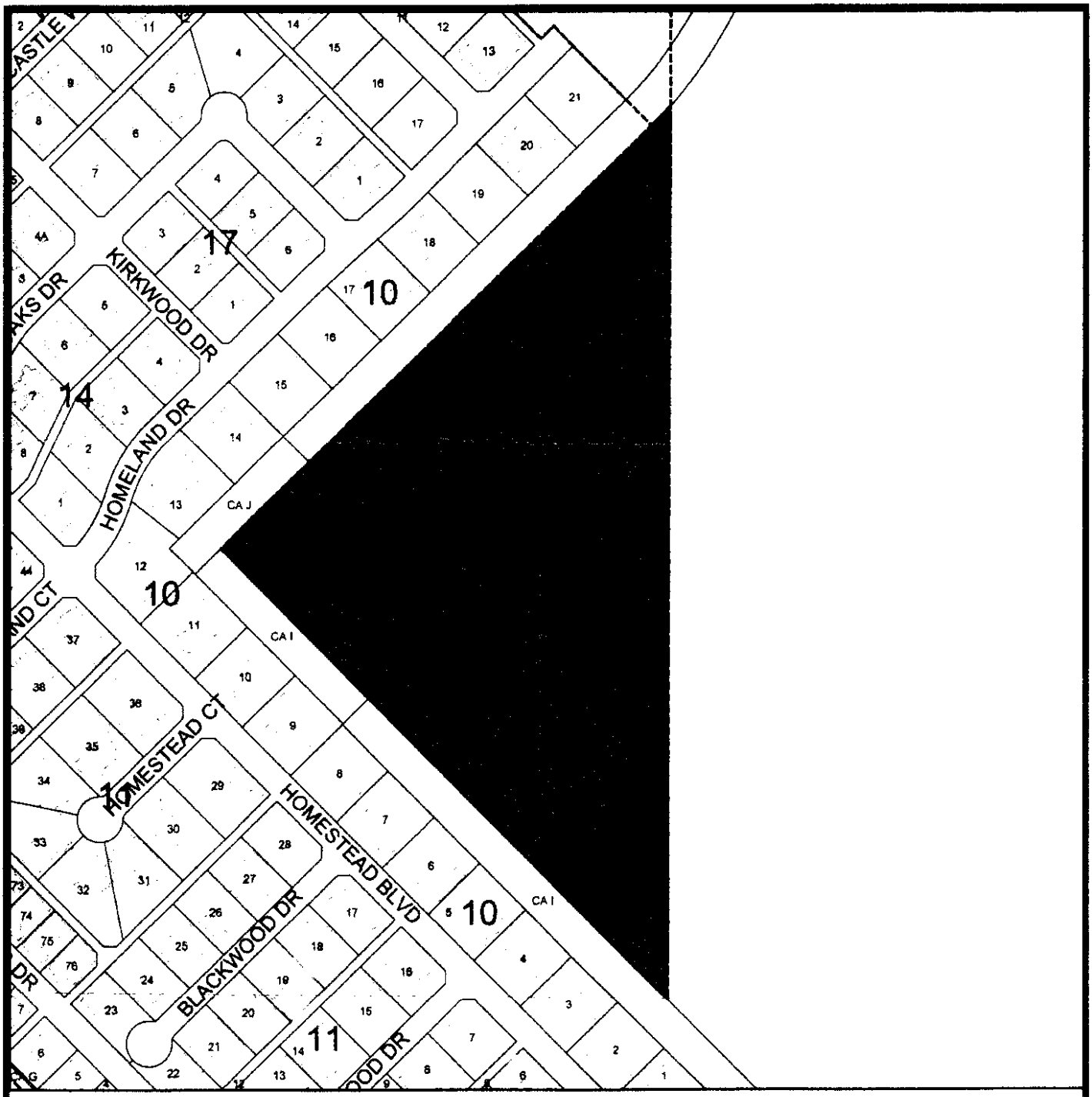
Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
	Jonathan Burkes	6408 Homestead Blvd

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: April 9, 2021
Case Number: A-21-0024
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

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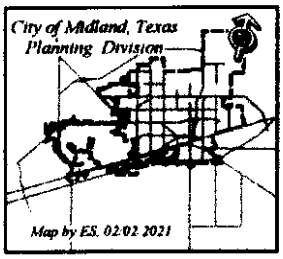
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LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



MIDLAND
Planning Division

PUBLIC NOTICE

SMITH KENNETH C
6412 HOMESTEAD BLVD
MIDLAND TX 79707

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I object to this request X **Comments:**

_____

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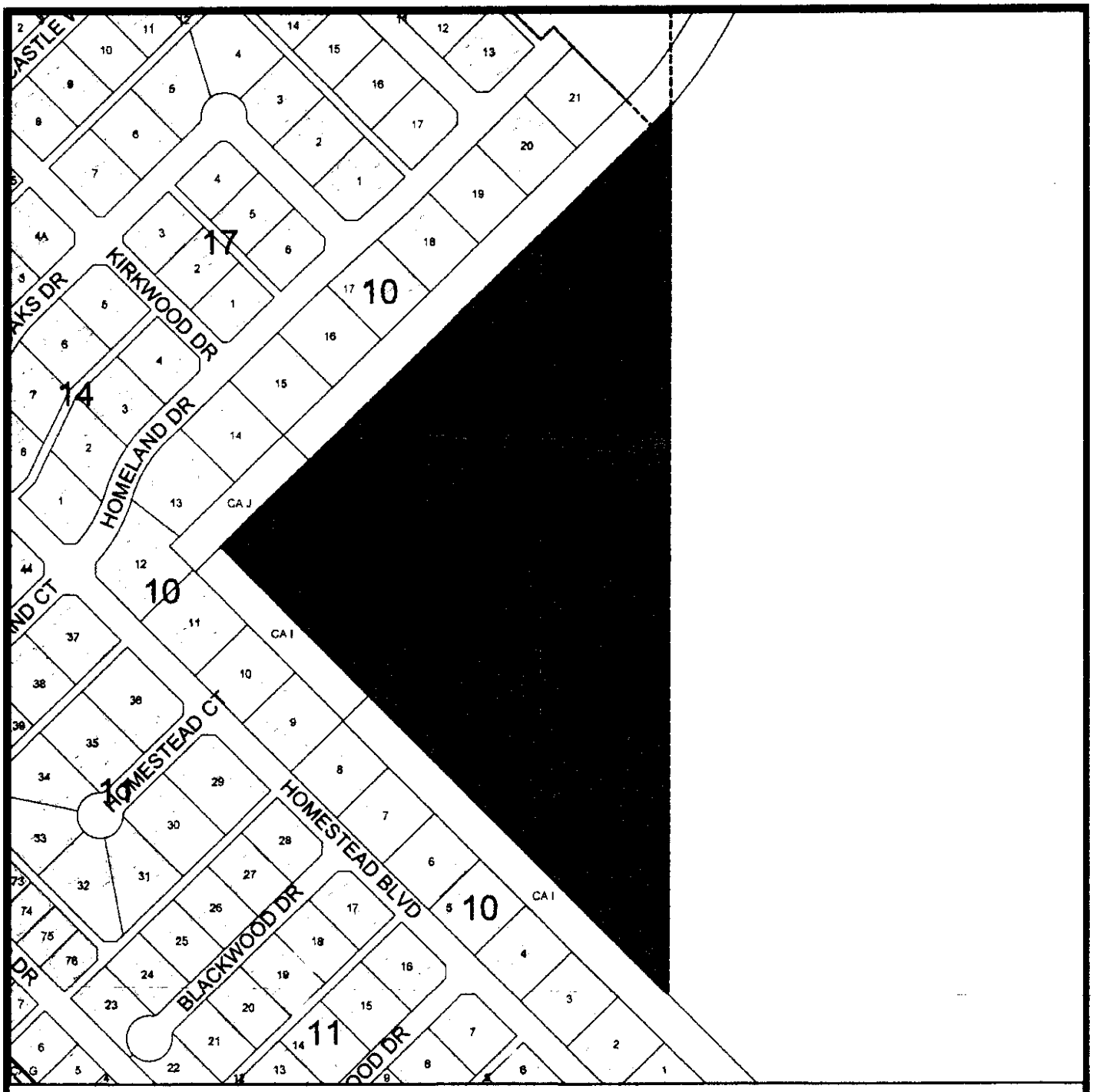
Property Owner's Signature	Kenneth C. Smith Printed Name	6412 Homestead Blvd. Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: April 9, 2021
Case Number: A-21-0024
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

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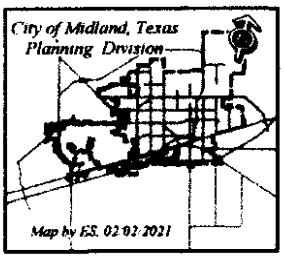
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LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



MIDLAND
Planning Division

RECEIVED
APR 26 2021
BY: .....

PUBLIC NOTICE

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I object to this request ____ **Comments:**

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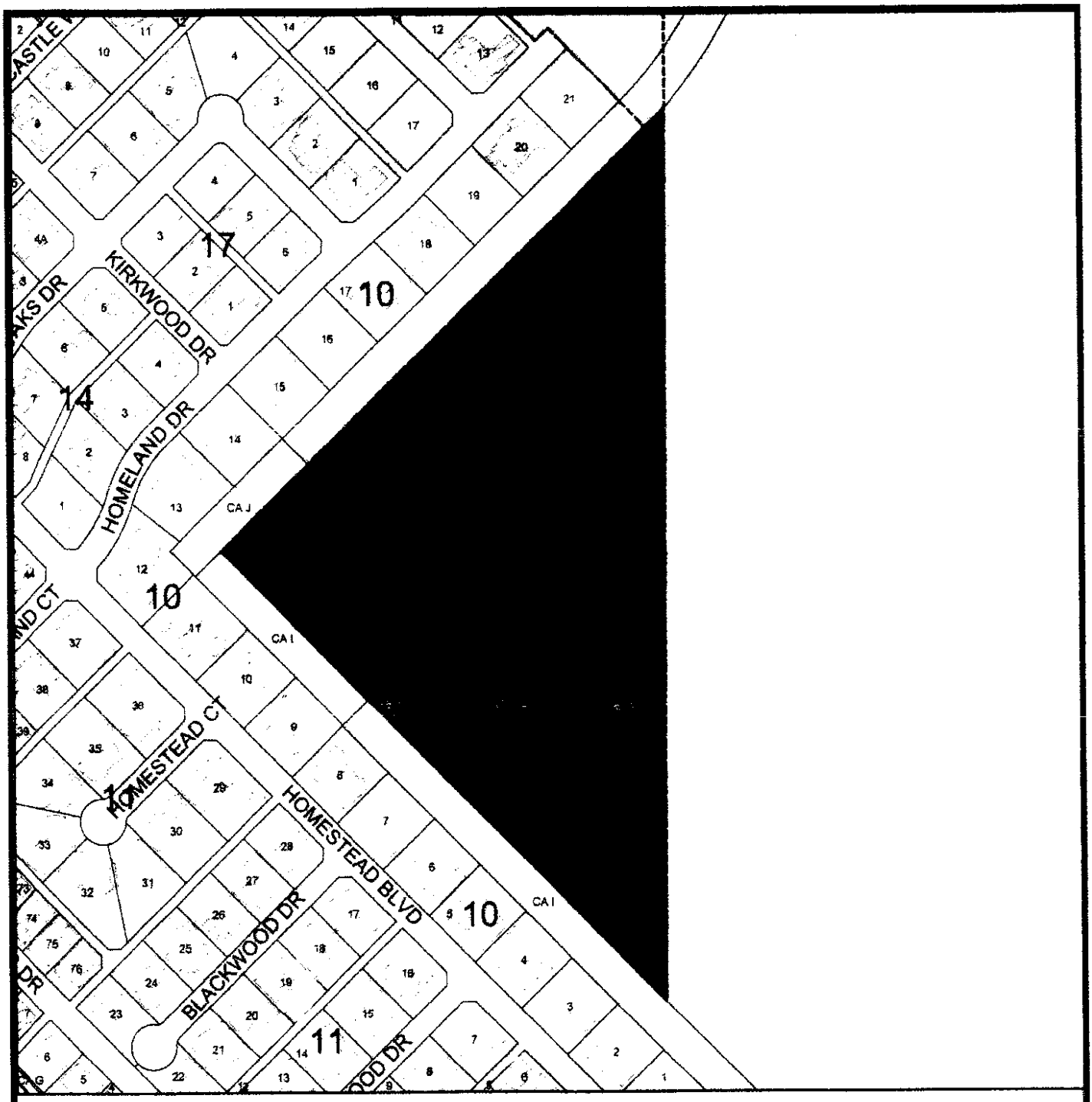
Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
	Phillip Cochran	6504 Homestead Blvd.

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Notices Mailed: 23
Date Mailed: April 9, 2021
Case Number: A-21-0024
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

Por
Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

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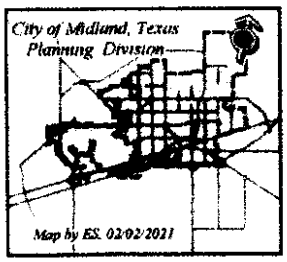
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LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



MIDLAND
Planning Division

RECEIVED
APR 26 2021

PUBLIC NOTICE

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I object to this request __V__ **Comments:**

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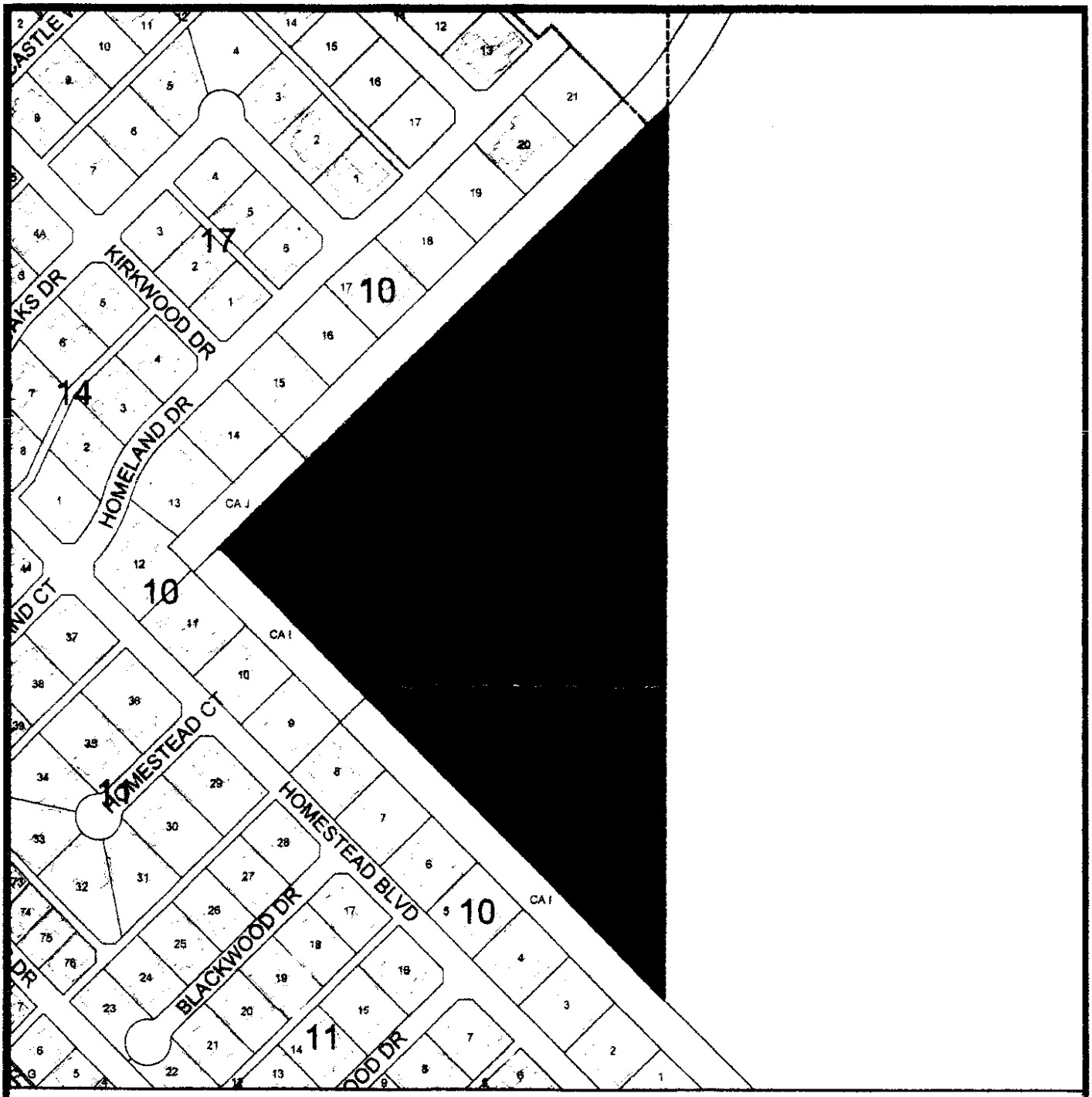
Property Owner's Signature	Cory Henry Printed Name	6416 Homestead Blvd. Property Address (**No P. O. Boxes**)

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Notices Mailed: 23
Date Mailed: April 9, 2021
Case Number: A-21-0024
Case Name: Midland-Odessa Golf Corp
__ES__ Planner's Initials

Carl Hamby Por
Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

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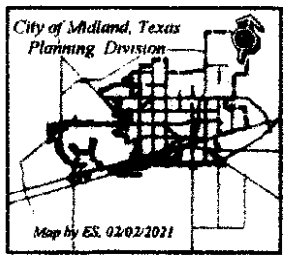
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LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



MIDLAND
Planning Division

RECEIVED
APR 2 6 2021
BY: .....

PUBLIC NOTICE

VALENCIA NATHAN PRICE &
6600 HOMESTEAD
MIDLAND TX 79707

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I object to this request X **Comments:**

Required Information:

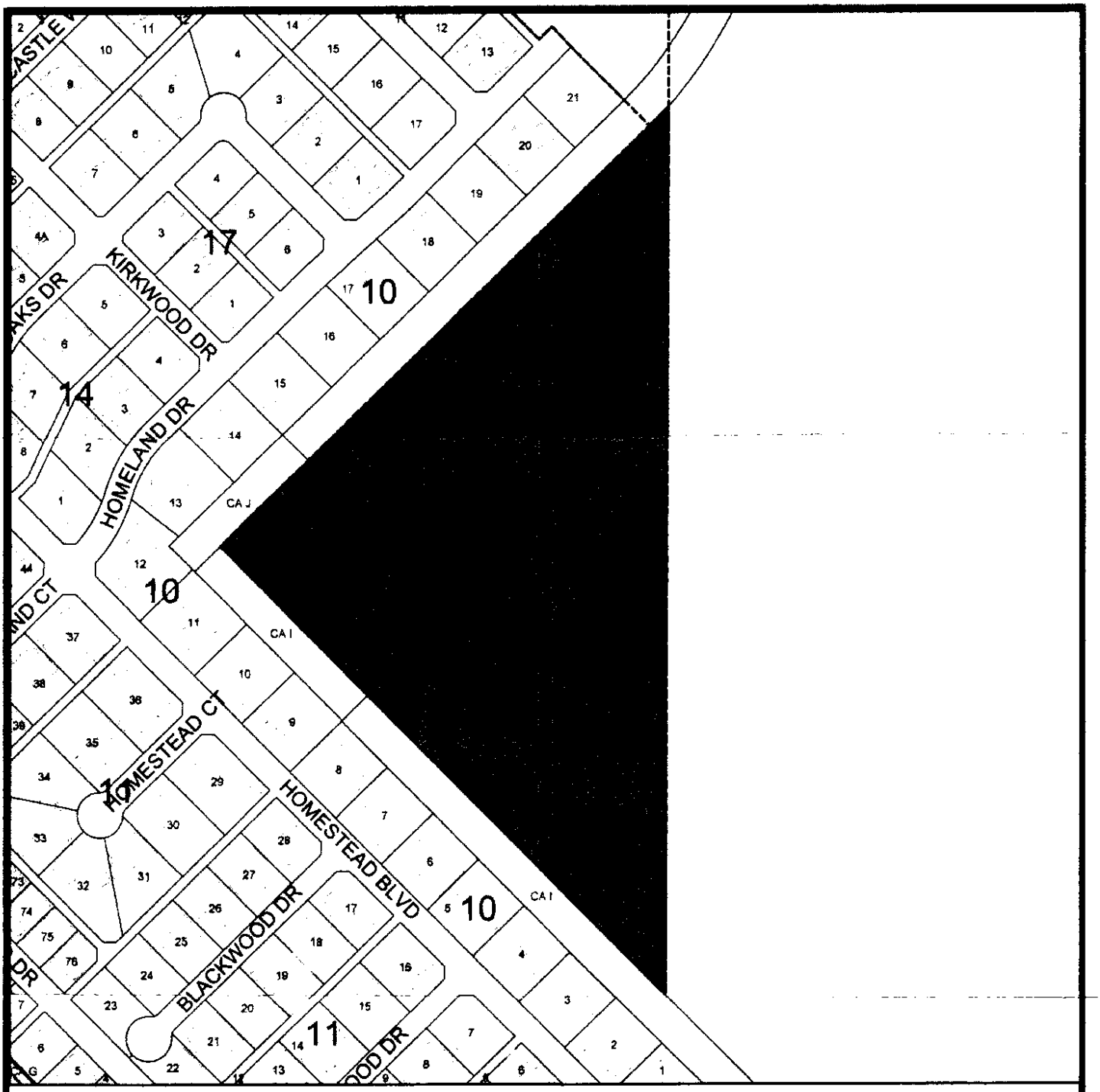
Property Owner's Signature — Printed Name: Nathan Valencia / Deaun Valencia — Property Address (**No P. O. Boxes**): 6600 Homestead Blvd

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Notices Mailed: 23
Date Mailed: April 9, 2021
Case Number: A-21-0024
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

Carl Hamby for
Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

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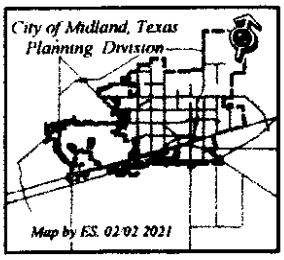
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LEGEND

- - - CITY LIMITS
PARCEL
PRIVATE BLDGS



MIDLAND
Planning Division

RECEIVED
APR 26 2021
BY: .....

PUBLIC NOTICE

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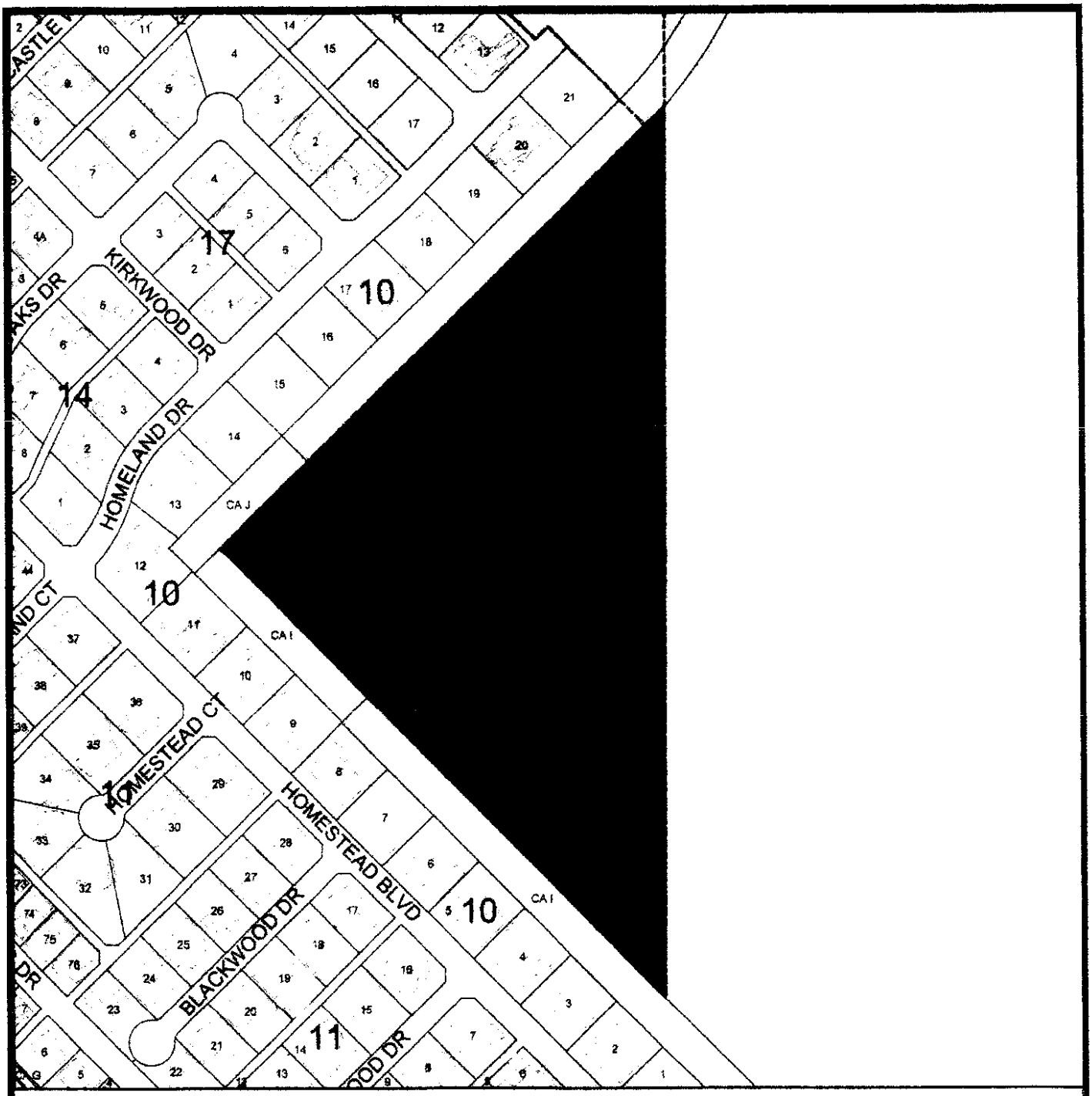
Property Owner's Signature | Printed Name: Edelve James | Property Address (**No P. O. Boxes**): 2704 Homeland Dr.

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Notices Mailed: 23
Date Mailed: April 9, 2021
Case Number: A-21-0024
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ES Planner's Initials

Por
Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

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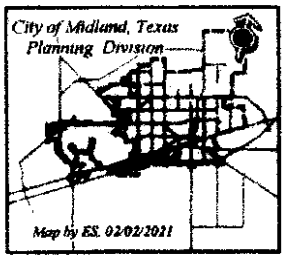
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LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



MIDLAND
Planning Division

RECEIVED
APR 26 2021
BY: .....

Ankur Bhakta
2708 Homeland Dr.

PUBLIC NOTICE

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I object to this request ✓ **Comments:**

Required Information:

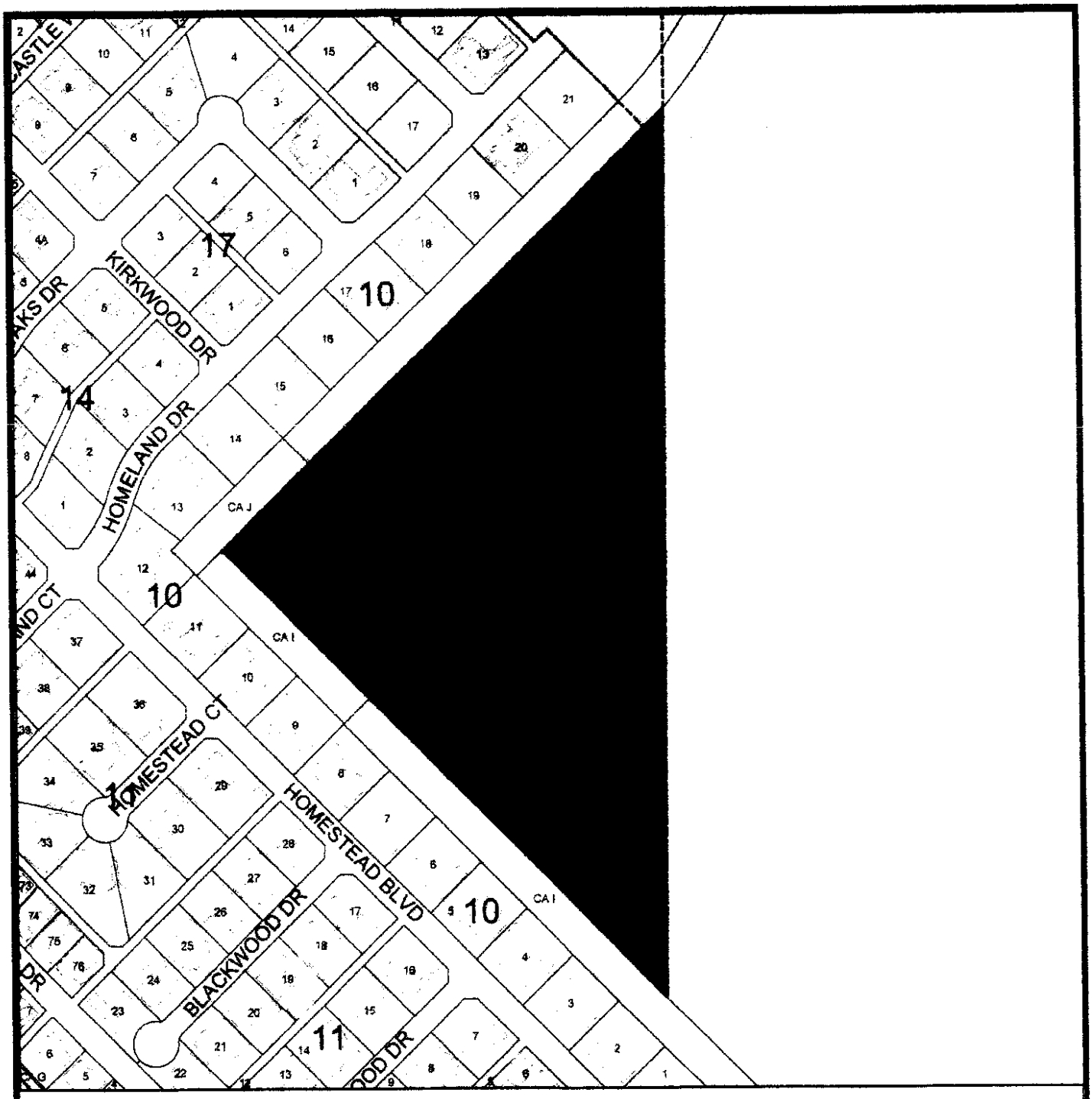
Ankur Bhakta	Ankur Bhakta	2708 Homeland Dr
Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)

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LOCATION MAP

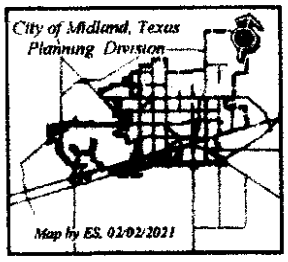
A-21-0024 **Scale: 1" = 300'**

Consider a request for the intiial zoning of a 21.91- acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

Generally located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



MIDLAND
Planning Division

RECEIVED
APR 26 2021
BY: .....
Bhavika Bhakta
2600 Homeland Dr.

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas will hold a public hearing at **10:00A.M.** on **Tuesday**, **April 27, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, on a request by **Midland-Odessa Golf Corp** for approval of an **Annexation** on the following described property:

LEGAL DESCRIPTION: A 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

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I object to this request ✓ **Comments:**

Required Information:

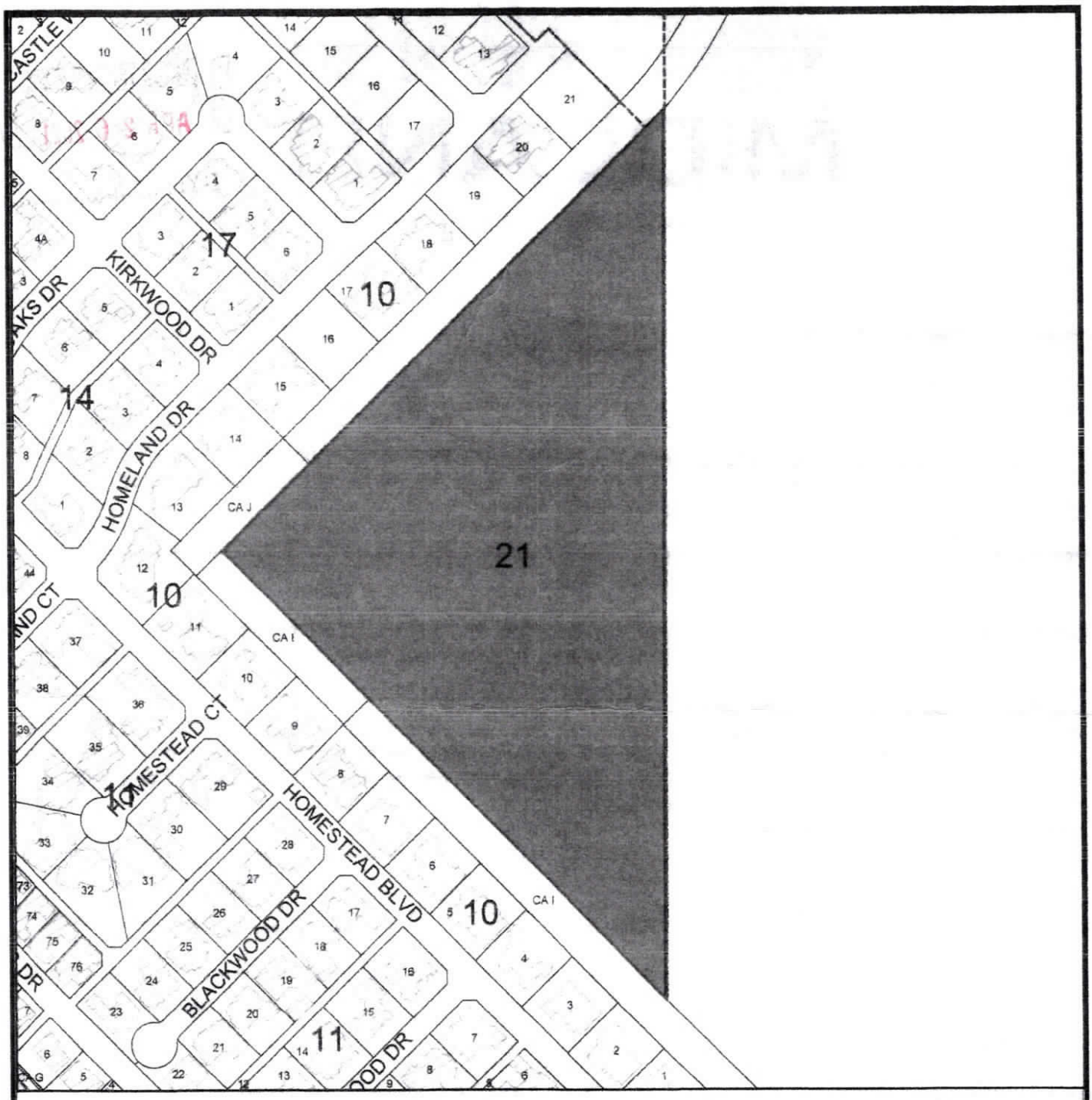
Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
Bhavika Bhakta	Bhavika Bhakta	2600 Homeland Dr.

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: April 9, 2021
Case Number: A-21-0024
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

Por
Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.



LOCATION MAP

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LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



MIDLAND
Planning Division

JORDAN MATTHEW
2512 HOMELAND DR
MIDLAND TX 79707

PUBLIC NOTICE

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I object to this request V **Comments:**

Required Information:

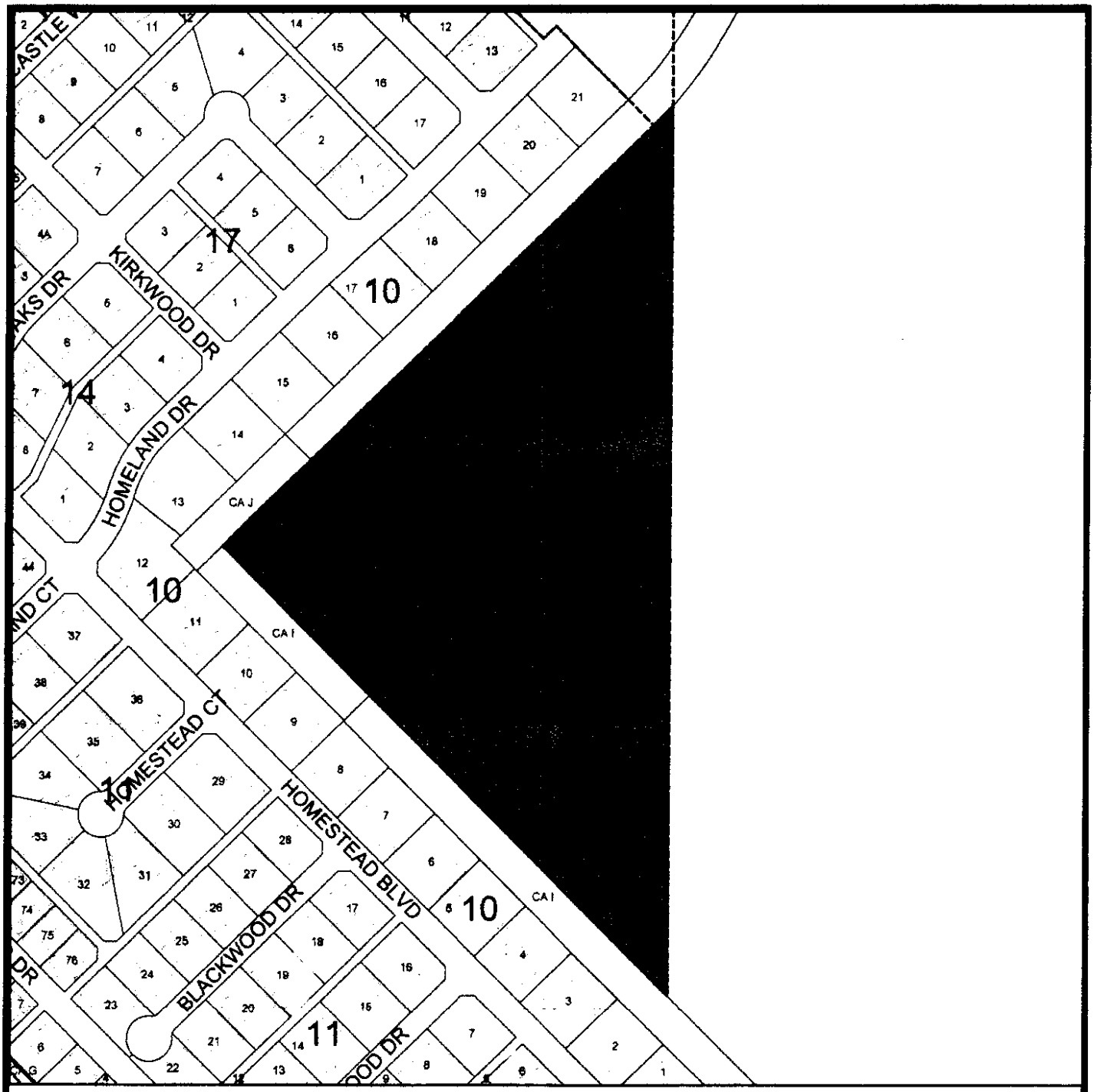
Property Owner's Signature | Matthew Jordan Printed Name | 2512 Homeland Dr Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: April 9, 2021
Case Number: A-21-0024
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

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LOCATION MAP

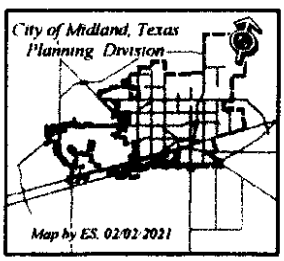
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LEGEND

- - - CITY LIMITS
- PARCEL
- PRIVATE BLDGS



MIDLAND
Planning Division

KUMAR MANISH
2608 HOMELAND DR
MIDLAND TX 79707

PUBLIC NOTICE

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I object to this request X **Comments:**

Required Information:

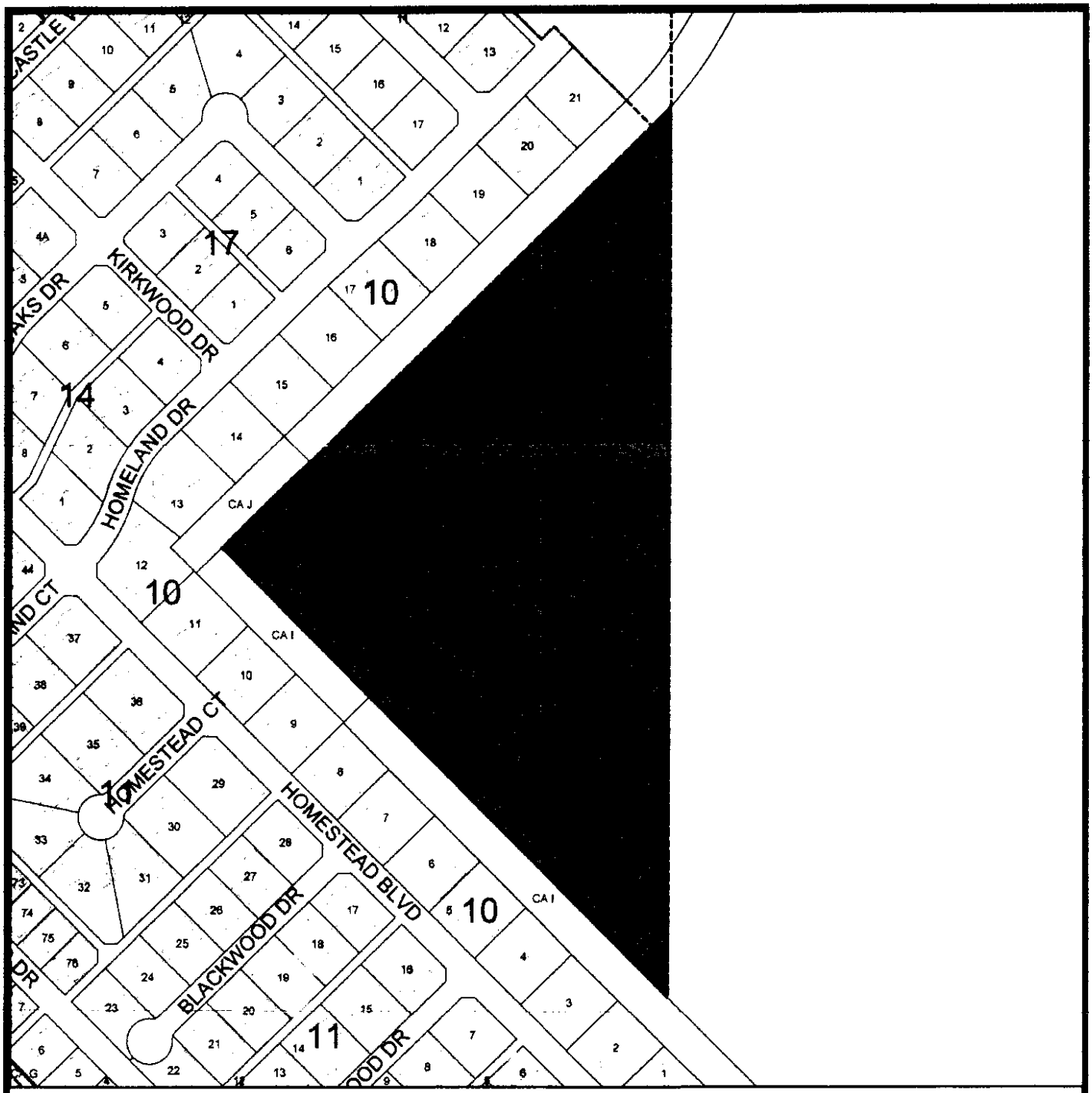
Alka — Property Owner's Signature
ALKA KUMAR — Printed Name
2608 Homeland Drive — Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: April 9, 2021
Case Number: A-21-0024
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

Carl Penny Por
Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

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LOCATION MAP

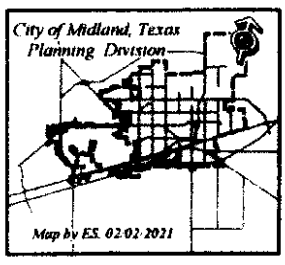
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LEGEND

- - - CITY LIMITS
- PARCEL
- PRIVATE BLDGS



MIDLAND
Planning Division

BORRA RAVI
2612 HOMELAND DR
MIDLAND TX 79707

PUBLIC NOTICE

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I object to this request X **Comments:** (1) PROPERTY DEVALUATION (2) LOSS OF GREEN SPACE (3) TRAFFIC CONGESTION (4) ENVIRONMENTAL/DRAINAGE ISSUES FROM OVERCROWDING.

Required Information:

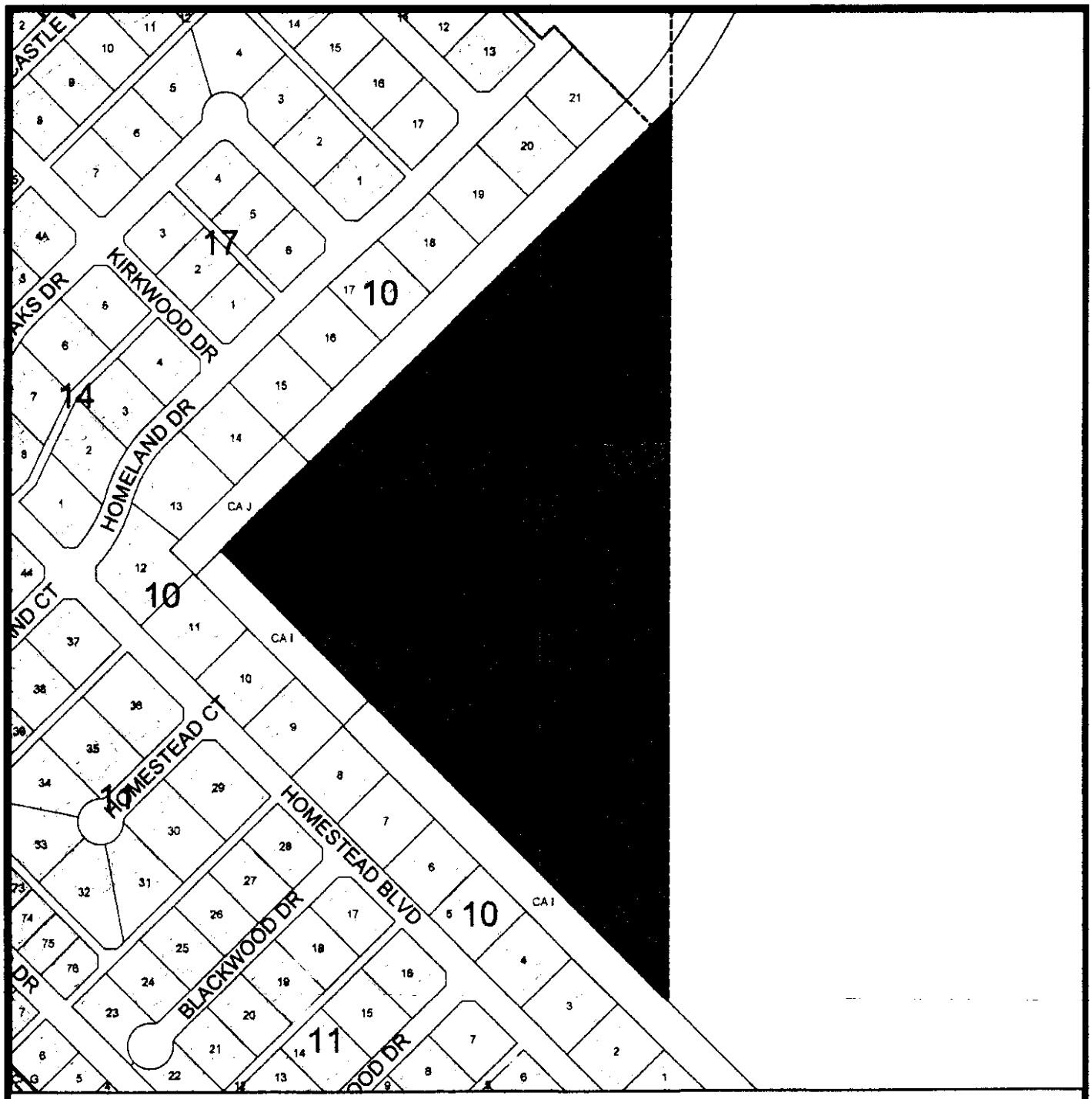
B. Ravi Chandra	RAVI C. BORRA	2612 Homeland Drive Midland TX 79707
Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: April 9, 2021
Case Number: A-21-0024
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

Cristina Odenborg
Interim Planning Division Manager
Department of Development Services

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LOCATION MAP

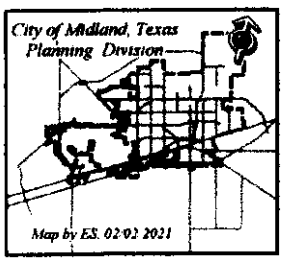
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LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



Not in Buffer

MIDLAND
Planning Division

RECEIVED
APR 2 6 2021
BY: .....

VINOD M. Bhakta
6108 Homestead Blvd
Midland TX 79707

PUBLIC NOTICE

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I object to this request ___ **Comments:**

Required Information:

Vinod M Bhakta | VINOD M Bhakta | 6108 Homestead Blvd

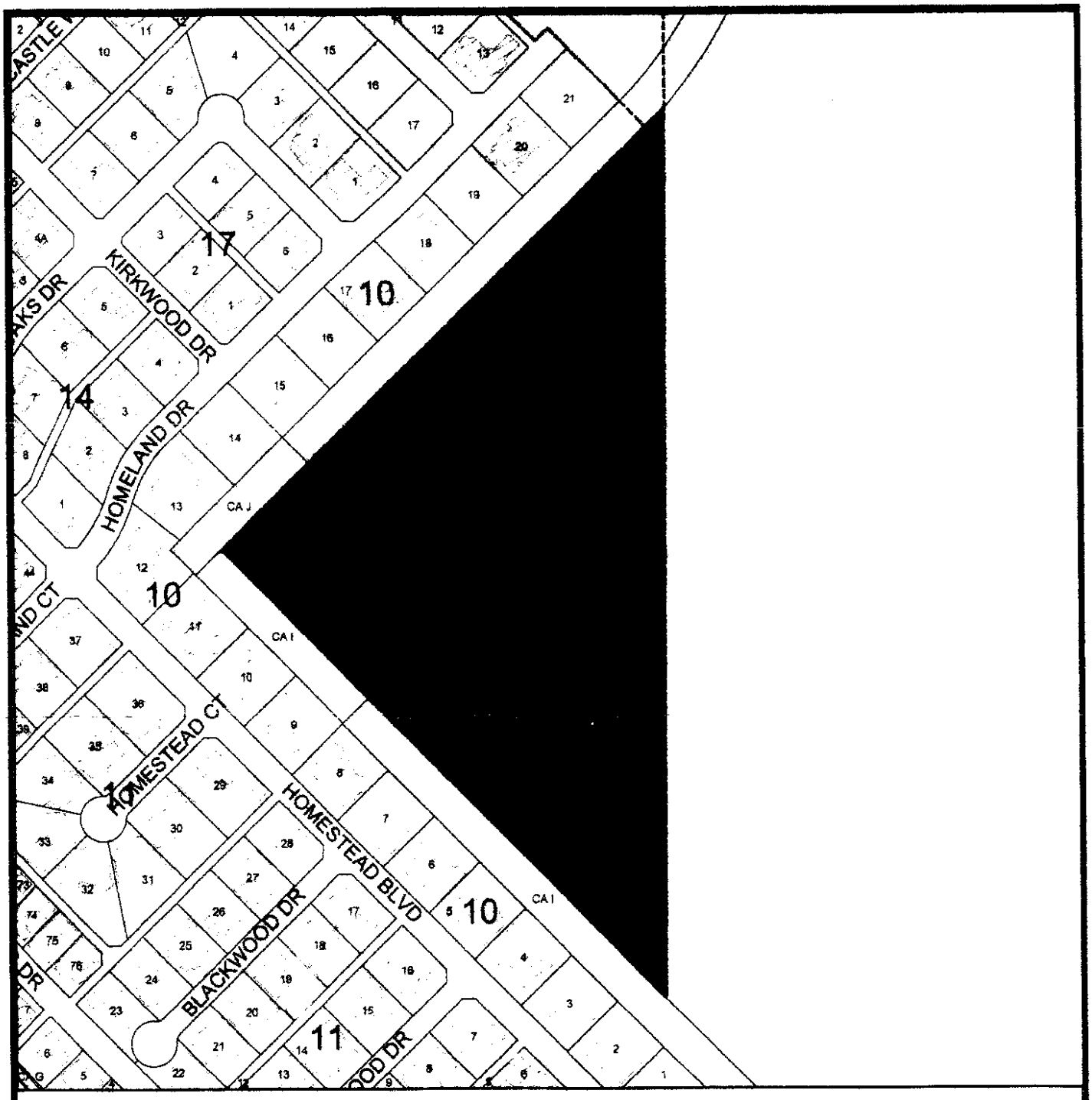
Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: April 9, 2021
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Cristina Odenborg
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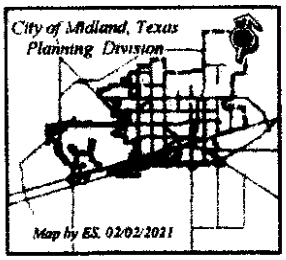
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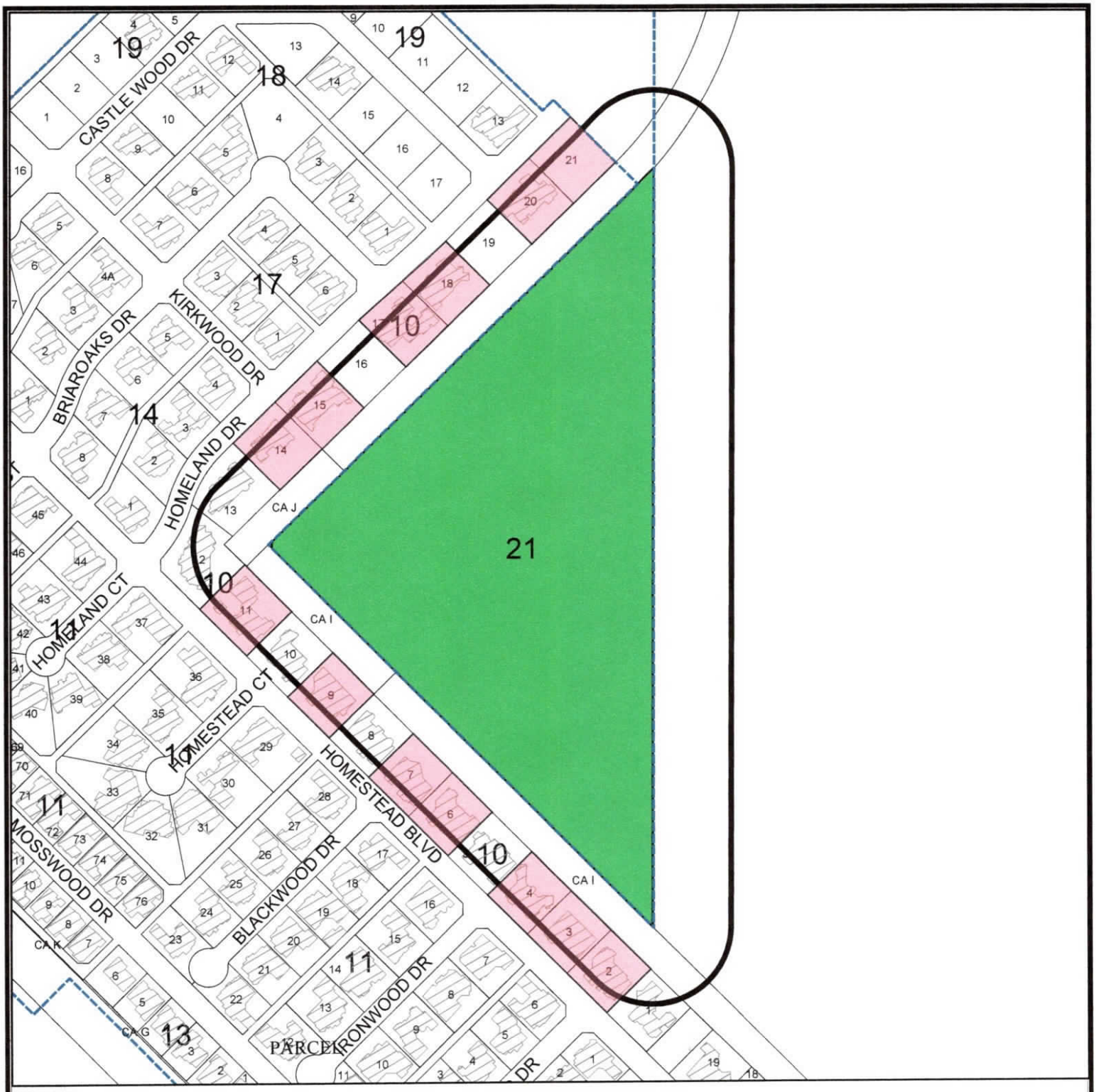
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LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





LOCATION MAP

A-21-0024 **Scale: 1" = 300'**

Consider a request by Midland-Odessa Golf Corp. for the annexation of a 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

Generally located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS
- OBJECTIONS











City Council Meeting

Item Number: 23

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 21.91-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS, AS AN AE, AGRICULTURAL ESTATE DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 266 FEET EAST OF THE INTERSECTION OF HOMELAND DRIVE AND APPROXIMATELY 258 FEET EAST OF HOMESTEAD BOULEVARD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

Consider an ordinance on a request by Midland-Odessa Golf Corp. for the initial zoning of a 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas, located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

The applicant, Midland-Odessa Golf Corp., is requesting for the initial zoning of a 21.91-acre

tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas, located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard, which is currently being annexed, to be AE, Agricultural Estate District.

The site is currently in the process of being annexed into City Limits as well as in the process of being platted.

This case has been circulated to and reviewed by all pertinent City departments for internal review and has received no objections. Their comments are as follows.

Engineering: (Approved)

No Objection.

Transportation: (Approved)

Depending on the nature and scale of the proposed development, a Traffic Impact Analysis MAY be required prior to approval of construction drawings.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Fire: (Approved)

No objections.

Code Administration: (Approved)

No objection.

Oil and Gas: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Planning:

The Future Land Use Plan in the Tall City Tomorrow Comprehensive Plan calls for Park-Open Space land uses in this area; however, the surrounding zoning is AE, Agricultural Estate District, and SF-1, Single-Family Dwelling District.

This request was recommended for approval at the April 5, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this initial zoning of AE, Agricultural Estate District, subject to condition A.

Conditions:

A. That the use and development of the property shall conform to the regulations of the AE, Agricultural Estate District.

Letters of Objection:

As of April 5, 2021, staff has received 16 letters of objection to this request, which amounts to 25% objections within the 200-foot notification area. Since more than 20% of the property owners within the 200-foot notification area object to this request, a ¾ vote of the City Council is required to approve this request.

Attachments:

Petition (Exhibit A)
Signed Service Agreement (Exhibit B)
Application
Maps
Letter of Objections
Objection Map

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 21.91-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS, AS AN AE, AGRICULTURAL ESTATE DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 266 FEET EAST OF THE INTERSECTION OF HOMELAND DRIVE AND APPROXIMATELY 258 FEET EAST OF HOMESTEAD BOULEVARD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise of a hearing to be held before the City Council on July 13, 2021 (the "Hearing Date"), to consider an amendment to the Zoning District Map of the City of Midland, Texas, so as to establish the initial zoning classification of the property described in Section One hereof as an AE, Agricultural Estate District, as set out in Title XI, Chapter 1 of the City Code of Midland, Texas; and

WHEREAS, such a public hearing was held in the Council Chambers on the Hearing Date, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals and general welfare of the City of Midland to amend the Zoning District Map accordingly;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the initial zoning classification of the area indicated on

Exhibit "A", attached hereto and incorporated herein by reference, is hereby established as an AE, Agricultural Estate District, and the Zoning District Map of the City of Midland, Texas, is hereby amended to reflect the establishment of this initial zoning classification.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the ___day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the ___ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract of land described in Exhibit A (the "Property"), said Exhibit being attached hereto and incorporated herein, Midland-Odessa Golf Corporation ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Jon Crain, President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 4th day of February, 2021, by Jon Crain in the capacity herein stated.

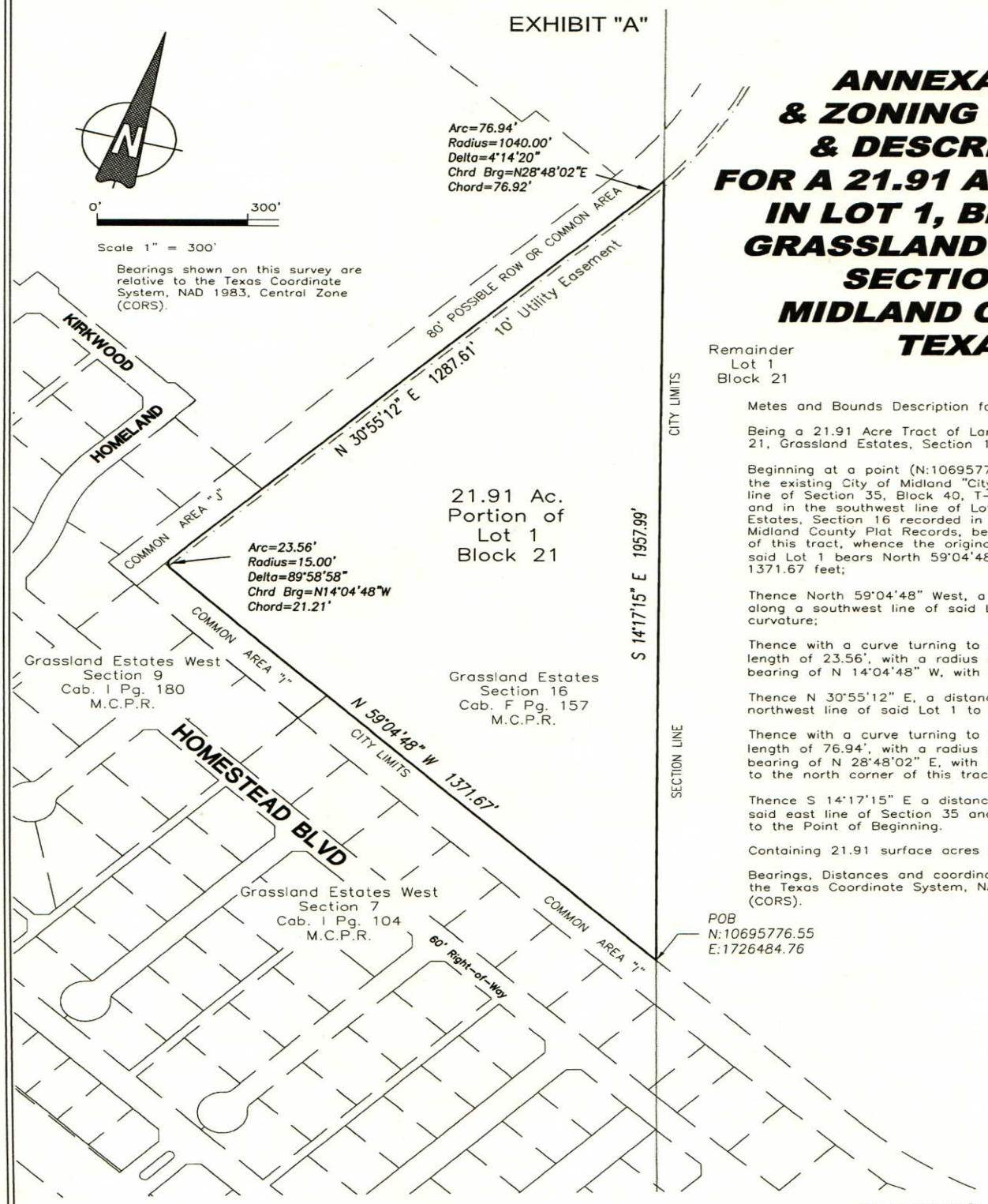
MY COMMISSION EXPIRES

8/22/2024

Notary Public, State of TX

SUZANNE EICHER
Notary Public
State of Texas
ID # 1025491-2
My Comm. Expires 8-22-2024

EXHIBIT "A"



ANNEXATION & ZONING EXHIBIT & DESCRIPTION FOR A 21.91 ACRE TRACT IN LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS.

Remainder
Lot 1
Block 21

Metes and Bounds Description for Annexation and Zoning:

Being a 21.91 Acre Tract of Land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

Beginning at a point (N:10695776.55, E:1726484.76') on the existing City of Midland "City Limits" line, the east line of Section 35, Block 40, T-2-S, T&P RR Co Survey and in the southwest line of Lot 1, Block 21, Grassland Estates, Section 16 recorded in Cabinet F, Page 157, Midland County Plat Records, being the southwest corner of this tract, whence the original most westerly corner of said Lot 1 bears North 59°04'48" West, a distance of 1371.67 feet;

Thence North 59°04'48" West, a distance of 1371.67 feet along a southwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the right with an arc length of 23.56', with a radius of 15.00', with a chord bearing of N 14°04'48" W, with a chord length of 21.21';

Thence N 30°55'12" E, a distance of 1287.61' along a northwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the left with an arc length of 76.94', with a radius of 1040.00', with a chord bearing of N 28°48'02" E, with a chord length of 76.92' to the north corner of this tract;

Thence S 14°17'15" E a distance of 1957.99' along a said east line of Section 35 and said "City Limits" line to the Point of Beginning.

Containing 21.91 surface acres of land.

Bearings, Distances and coordinates are GRID, based on the Texas Coordinate System, NAD83, Central Zone (CORS).

This Exhibit & Description were prepared from record information for a political subdivision (zoning) and do not represent an actual on the ground survey. This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

15 December 2017

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL
LAND SURVEYORS, LLC.

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

Page 1 of 1
2017-577

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract of land described in Exhibit A (the "Property"), said Exhibit being attached hereto and incorporated herein, Midland-Odessa Golf Corporation ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Jon Crain, President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 4th day of February, 2021, by Jon Crain in the capacity herein stated.

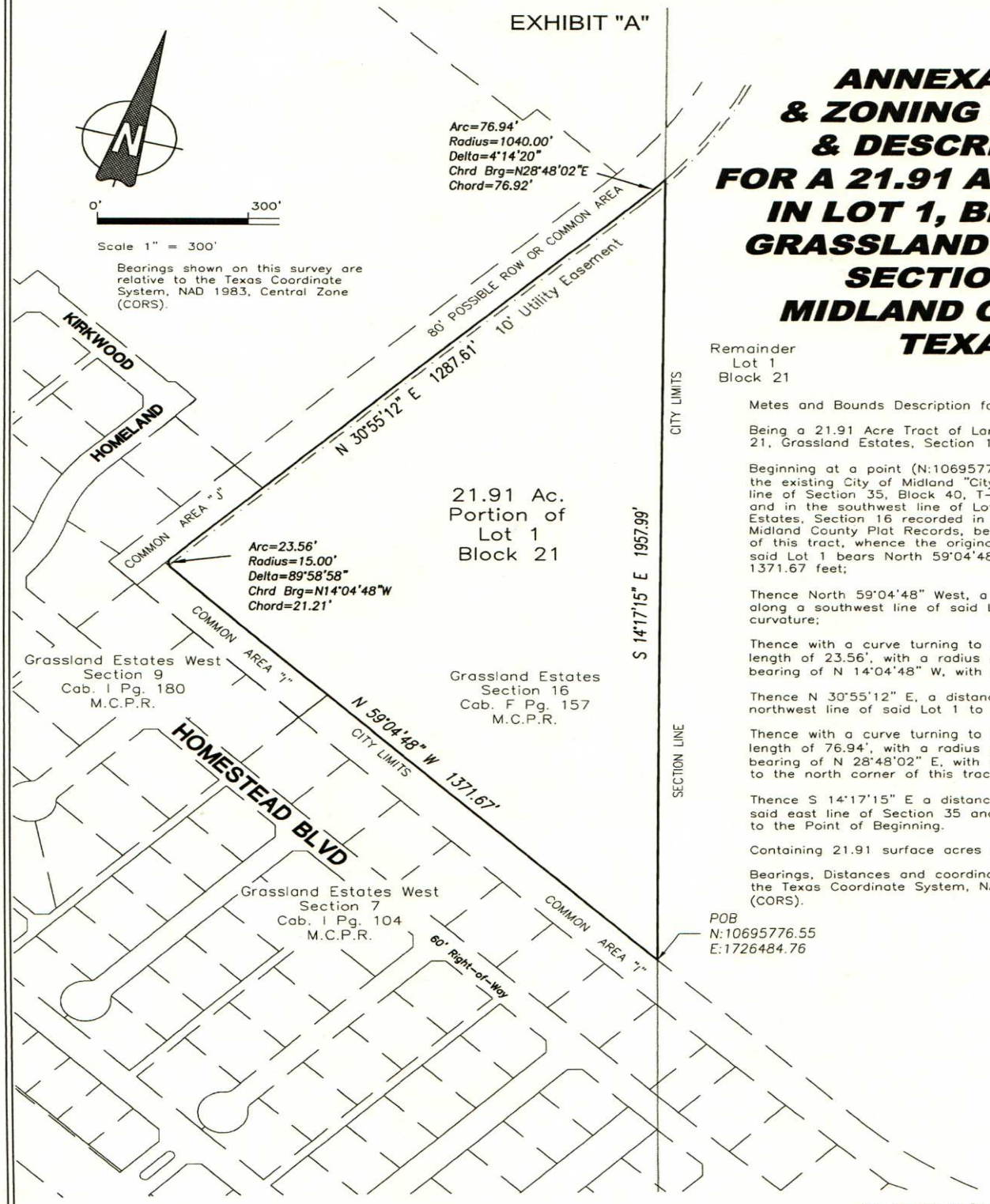
MY COMMISSION EXPIRES
8/22/2024

Notary Public, State of TX

SUZANNE EICHER
Notary Public
State of Texas
ID # 1025491-2
My Comm. Expires 8-22-2024

EXHIBIT "A"

ANNEXATION & ZONING EXHIBIT & DESCRIPTION FOR A 21.91 ACRE TRACT IN LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS.



Metes and Bounds Description for Annexation and Zoning:

Being a 21.91 Acre Tract of Land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

Beginning at a point (N:10695776.55, E:1726484.76') on the existing City of Midland "City Limits" line, the east line of Section 35, Block 40, T-2-S, T&P RR Co Survey and in the southwest line of Lot 1, Block 21, Grassland Estates, Section 16 recorded in Cabinet F, Page 157, Midland County Plat Records, being the southwest corner of this tract, whence the original most westerly corner of said Lot 1 bears North 59°04'48" West, a distance of 1371.67 feet;

Thence North 59°04'48" West, a distance of 1371.67 feet along a southwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the right with an arc length of 23.56', with a radius of 15.00', with a chord bearing of N 14°04'48" W, with a chord length of 21.21';

Thence N 30°55'12" E, a distance of 1287.61' along a northwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the left with an arc length of 76.94', with a radius of 1040.00', with a chord bearing of N 28°48'02" E, with a chord length of 76.92' to the north corner of this tract;

Thence S 14°17'15" E a distance of 1957.99' along a said east line of Section 35 and said "City Limits" line to the Point of Beginning.

Containing 21.91 surface acres of land.

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This Exhibit & Description were prepared from record information for a political subdivision (zoning) and do not represent an actual on the ground survey. This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

15 December 2017

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www.asbsurveyors.com

PACKET 23.10 August 10, 2021

SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 10th day of February, 2021, by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and MIDLAND-ODESSA GOLF CORPORATION, hereinafter referred to as "PETITIONER" whether one or more.

WHEREAS, a petition for annexation of **a 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas**, said tract being more fully described by metes and bounds therein (the "Area"), has been submitted to CITY by PETITIONER, the owner(s) of the land located in the Area, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, before CITY annexes the Area, CITY and PETITIONER must enter into a written agreement for the provision of services in the Area in accordance with Section 43.0672 of the Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is (1) to list each service CITY will provide in the Area on the effective date of the annexation, (2) to establish a schedule that includes the period within which CITY will provide each service in the Area that is not provided on the effective date of the annexation, and (3) to establish the duty of PETITIONER to pay fees similar to impact fees in the event that CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees. PETITIONER understands and agrees that CITY is not required to provide a service that is not included in this Agreement. PETITIONER further understands and agrees that the execution of this Agreement does not constitute a promise by CITY to annex the Area and that this Agreement is not a permit for purposes of Chapter 245 of the Local Government Code.

ARTICLE II. TERM

The term of this Agreement shall be one year; provided, however, that if CITY annexes the Area within one year from the effective date, the term of this Agreement shall continue until such time when all services described in this Agreement are provided in the Area, and at such time, the Agreement shall terminate and shall be of no further force or effect except for those provisions that expressly survive termination. If CITY does not annex the Area during the term of this Agreement, this Agreement shall terminate and shall be of no further force or effect, and CITY shall have no duty to provide services to the Area.

ARTICLE III. SERVICES TO BE PROVIDED UPON ANNEXATION

CITY will provide the following services in the Area on the date that the ordinance annexing the Area becomes effective:

A. **Engineering:** CITY's Engineering Services Department will maintain streets, drainage facilities, and rights-of-way in accordance with CITY policies, procedures, and ordinances and applicable laws. PETITIONER understands and agrees that PETITIONER may be required to construct public improvements, including but not limited to (i) roadways adjacent to property located in the Area upon platting and (ii) roadway connections to existing facilities in the Area upon issuance of building permits in accordance with applicable laws and ordinances. PETITIONER understands and agrees that the Area will be included in CITY's service area of CITY's drainage utility.

B. **Utilities:** CITY will provide water services and wastewater collection services, upon platting property in the Area, in accordance with the City Code at rates established by ordinances for such services; provided, however, that no such service shall be provided until the public improvements necessary therefor have been constructed and CITY has approved said improvements. PETITIONER understands and agrees that CITY may require PETITIONER to construct such public improvements in accordance with applicable laws and ordinances.

C. **Development:** CITY's Development Services Department will provide planning, land development, land use, building review and inspection, and code enforcement services in accordance with applicable laws, rules, regulations, and ordinances.

D. **Police:** CITY's Police Department will provide emergency and routine call response, traffic enforcement, and law enforcement services in the Area.

E. **Fire:** CITY's Fire Department will provide emergency service for fire protection services and emergency medical services.

F. **Community Services:** CITY's Community Services Department will provide access to services and programs that may be offered by the Health and Senior Services Division, services and programs that may be offered by Animal Services Division, and access to City-owned parks.

G. **Solid Waste:** CITY's Solid Waste Department will provide residential garbage pickup service only. PETITIONER understands and agrees that CITY will not provide garbage pickup services to new commercial developments.

Regarding the services described above, PETITIONER understands and agrees that CITY will provide a level of services that is comparable to the level of services available in other parts of the City of Midland with topography, land use, and population density similar to those reasonably contemplated or projected for the Area. PETITIONER understands and acknowledges that any CITY departments or divisions identified above may change names or be reorganized. Any reference to a specific CITY department or division also includes any subsequent CITY department or division that will provide the same or similar services.

ARTICLE IV. IMPACT FEES

A. **Fees to be assessed and collected.** Except as otherwise described herein, if CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees in accordance with Chapter 395 of the Local Government Code, CITY shall assess and collect fees associated with the development of the Area as described for impact fees in the applicable impact fee ordinance(s) (the "Fees").

B. **Service areas.** For purposes of assessing and collecting Fees for water and wastewater under this Agreement, the Area is deemed to be located within CITY's capital improvements plan service area therefor. For the purpose of assessing and collecting Fees for roadways under this Agreement, the Area is deemed to be located in CITY's capital improvements plan roadway service area(s) immediately adjacent thereto; provided, however, that if the Area is not located immediately adjacent to a roadway service area and is located immediately adjacent to a tract of land that is associated with an agreement regarding fees similar to the Fees in this Agreement, the Area is deemed to be located in the roadway service area(s) specified in such similar agreement associated with the adjacent tract of land.

C. **Capital improvements and facility expansions.** For purposes of this Agreement, a capital improvement or facility expansion that will serve the Area shall be deemed to be included in CITY's capital improvements plan if:

   a. said capital improvement or facility expansion is substantially similar to a type of capital improvement or facility expansion identified in CITY's capital improvements plan; or

   b. said capital improvement or facility expansion is an extension of a capital improvement or facility expansion identified in CITY's capital improvements plan.

D. **Time of assessment.** Fees shall be assessed at the time of recordation of a final plat of any portion of the Area, at the time the Area is annexed, or on the effective date(s) of the applicable impact fee ordinance(s), whichever is later.

E. **Time of collection.** CITY shall collect the Fees from PETITIONER at the time of issuance of a building permit. PETITIONER acknowledges and agrees that no building permit or certificate of occupancy shall be issued until PETITIONER has paid the applicable Fees.

F. **Amendment to land use assumptions, capital improvements plan, or impact fees.** Notwithstanding any provision in this Agreement to the contrary, if CITY amends its land use assumptions, capital improvements plan, or impact fees such that PETITIONER would be required to pay impact fees, CITY shall assess and PETITIONER shall pay the applicable impact fees in accordance with the applicable impact fee ordinance(s), as amended; provided, however, that to the extent CITY assesses applicable Fees for service units under this Agreement, PETITIONER shall pay such Fees in accordance with this Agreement and shall not be required to pay the applicable impact fees for the same service units.

G. **Article to survive termination.** If CITY annexes the Area within one year from the

effective date, the provisions of this Article shall survive termination of this Agreement.

ARTICLE V. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VI. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, PETITIONER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PETITIONER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VII. ATTORNEYS' FEES

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001, et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys' fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, THE PARTIES AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM EITHER PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY, SPECIFICALLY AND SOLELY REGARDING THE AWARD OF ATTORNEYS' FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF A PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING

RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE PARTY BRINGING THE ACTION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEYS' FEES TO WHICH THE PARTY MIGHT OTHERWISE BE ENTITLED.

THE PARTIES AGREE THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. EACH PARTY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND PETITIONER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. PETITIONER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE VIII. GENERAL PROVISIONS

A. **Governing law and venue.** This Agreement shall be governed by the laws of the State of Texas. All performance made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. The provisions of this Article VIII.A. shall survive termination of this Agreement.

B. **Notice.** Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as

follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to PETITIONER: Midland-Odessa Golf Corporation
P.O. Box 12580
Odessa, TX 79768

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

C. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

D. **Use of language.** Words in the singular shall be held to include the plural, unless the context otherwise requires.

E. **Amendments, modifications, alterations.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

F. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

G. **Notice of alleged breach; statutory prerequisites.** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, PETITIONER or PETITIONER'S legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which PETITIONER will settle, the physical and mailing addresses of PETITIONER at the time and date the claim was presented and the physical and mailing addresses of PETITIONER for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom PETITIONER relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to PETITIONER that PETITIONER'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, PETITIONER'S failure to comply with the requirements herein shall perpetually bar PETITIONER'S claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. The provisions of this Article VIII.G. shall survive termination of this agreement. **PETITONER AGREES THAT THE REQUIREMENTS OF THIS ENTIRE AGREEMENT ARE REASONABLE.**

H. **Covenants run with the land.** The provisions of this Agreement are covenants that run with the land located in the Area. CITY and PETITIONER agree that this Agreement may be recorded in the deed records of the county in which the Area is located. CITY and PETITIONER acknowledge and agree that this Agreement is binding upon CITY and PETITIONER and their respective successors, executors, heirs, and assigns, as applicable. The provisions of this Article VIII.H. shall survive termination of this Agreement.

EXECUTED the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

PETITIONER:

By: _____

Name: JON CRAIN

Title: PRESIDENT

STATE OF TEXAS §

§

COUNTY OF ECTOR §

BEFORE ME, the undersigned authority, on this 10th day of February, 2021 personally appeared, Jon Crain, an officer of Midland Odessa Golf Corp, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of February, 2021.

SUZANNE EICHER
Notary Public
State of Texas
ID # 1025491-2
My Comm. Expires 8-22-2024

Suzanne Eicher

Notary Public, State of Texas

EXHIBIT "A" TO SERVICE AGREEMENT

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract of land described in Exhibit A (the "Property"), said Exhibit being attached hereto and incorporated herein, Midland-Odessa Golf Corporation ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Jon Crain, President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

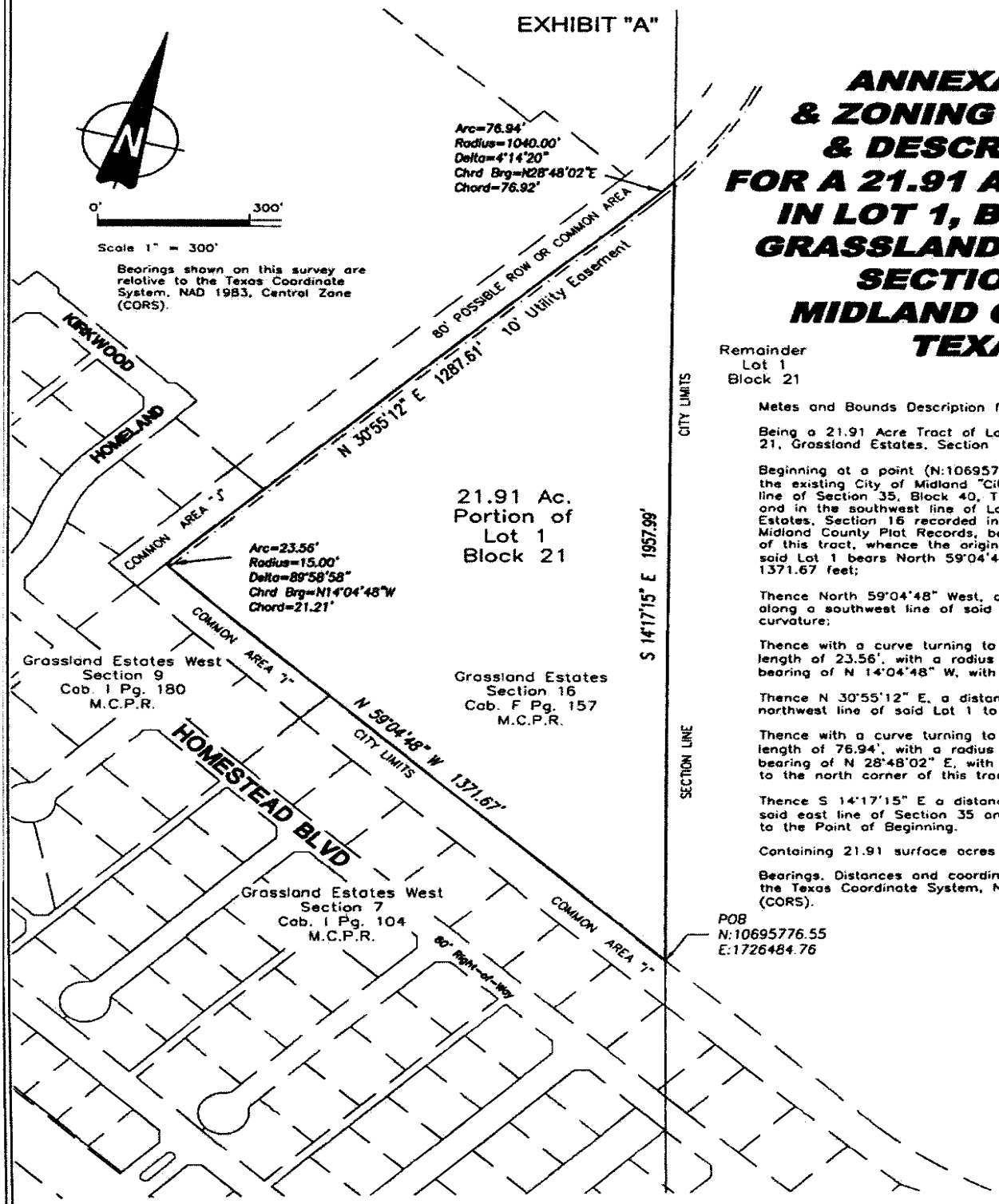
This instrument was acknowledged before me on the 4th day of February, 2021, by Jon Crain in the capacity herein stated.

MY COMMISSION EXPIRES
8/22/2024

Suzanne Eicher
Notary Public, State of TX

SUZANNE EICHER
Notary Public
State of Texas
ID # 1025491-2
My Comm. Expires 8-22-2024

EXHIBIT "A"



ANNEXATION & ZONING EXHIBIT & DESCRIPTION FOR A 21.91 ACRE TRACT IN LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS.

Remainder
Lot 1
Block 21

Metes and Bounds Description for Annexation and Zoning:

Being a 21.91 Acre Tract of Land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

Beginning at a point (N:10695776.55, E:1726484.76') on the existing City of Midland "City Limits" line, the east line of Section 35, Block 40, T-2-S, T&P RR Co Survey and in the southwest line of Lot 1, Block 21, Grassland Estates, Section 16 recorded in Cabinet F, Page 157, Midland County Plat Records, being the southwest corner of this tract, whence the original most westerly corner of said Lot 1 bears North 59°04'48" West, a distance of 1371.67 feet;

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Thence with a curve turning to the right with an arc length of 23.56', with a radius of 15.00', with a chord bearing of N 14°04'48" W, with a chord length of 21.21';

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15 December 2017

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432-848-4439
www.asbsurveyors.com

PACKET
August 16, 2021

MIDLAND
Planning Division

Annexation/Initial Zoning

Project Number: A-21-0024

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Midland-Odessa Golf Corp.		Phone (432) 559-2011 Email joncrain.nvgc@gmail.com	
Address 4800 E 42nd Street, Suite 210	City Odessa	State TX	Zip 79762

Property Owner Printed Name: Midland-Odessa Golf Corp.		Phone (432) 559-2011 Email joncrain.nvgc@gmail.com	
Address 4800 E 42nd Street, Suite 210	City Odessa	State TX	Zip 79762

Representative *(if different from Applicant or Property Owner)* Firm: Parkhill Printed Name: Josh Wallender (PSC PROJ # 6086.21)		Phone (432) 697-1447 Email jwallender@parkhill.com	
Address 1700 W. Wall Street, Suite 100	City Midland	State TX	Zip 79701

Street Address: 6101 W Wadley

Legal Description
Lot: 1 Block: 21 Subdivision: Grassland Estates, Section 16

Proposed Zone:
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Would like to annex into the city

Present Use of Property: Golf Course Location

Proposed Use of Property: Golf Course

How would this zone change affect the public health, safety and welfare? No Effect

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Metes and Bounds Description
- Survey Map
- Dimensioned Site Plan (If applicable)
- Digital Copies of Documents(PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Jon Crain	Date: 1-19-2021
Applicant (printed): Midland-Odessa Golf Corp - Jon Crain	
Property Owner (signature): Jon Crain	Date: 1-19-2021
Property Owner (printed) : Midland-Odessa Golf Corp - Jon Crain	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Josh Wallender who, being by me duly sworn, upon oath says: That (s)he is authorized by Midland-Odessa Golf Corp, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 21 day of January, 2021, to certify which witness my hand and seal of office.

SHERI MULLINS
My Notary ID # 8145198
Expires October 10, 2022

Sheri Mullins
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee

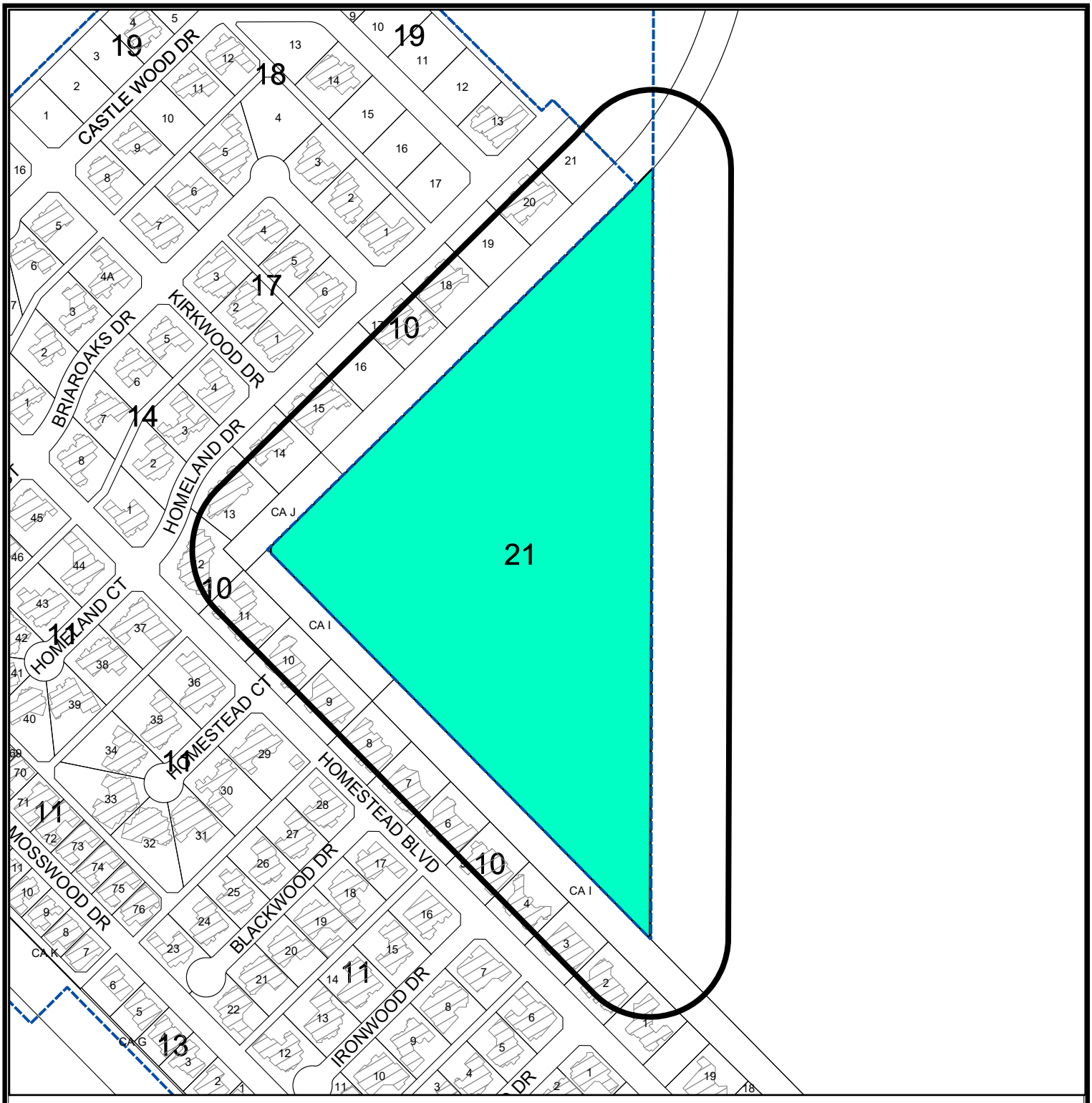
Check # 1489

- ☑ Dimensioned Site Plan
- ☐ Plans in Digital Format (PDF/JPEG)

Received By: V. Shaman

Date: RECEIVED JAN 21 2021 By: .....

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

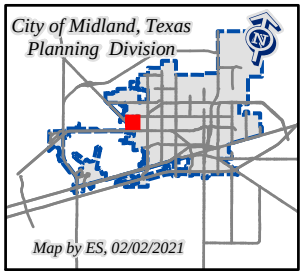
Z-21-0212 **Scale: 1" = 300'**

Consider a request by Midland-Odessa Golf Corp. for the initial zoning of a 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

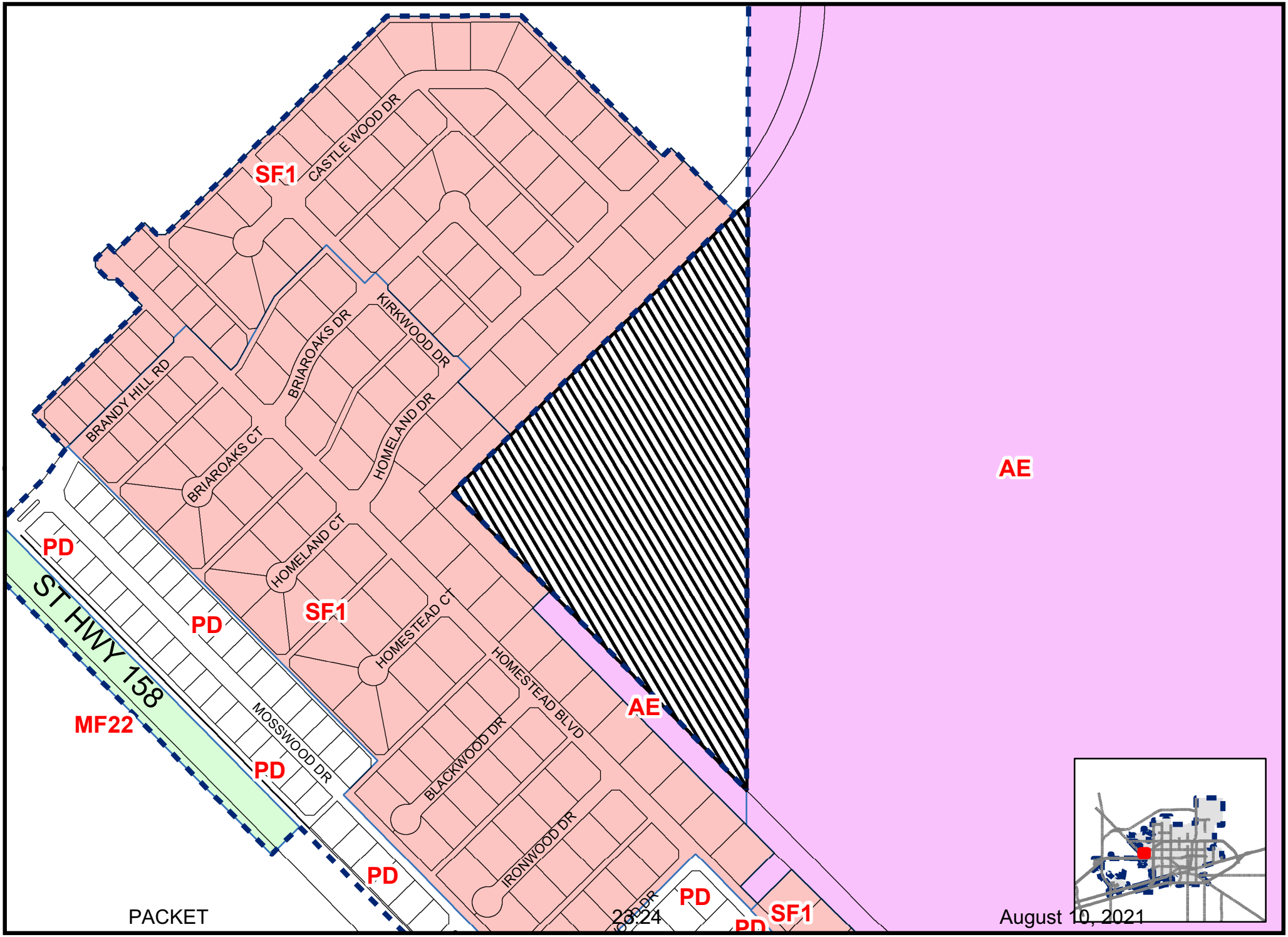
Generally located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



August 10, 2021



Map By COB, 02/23/2021

A-21-0024/Z-21-0212 **Scale: 1" = 400'**

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MIDLAND
Planning Divis

Darpan & Bhavika Bhakta
2600 Homeland Dr.

PUBLIC NOTICE

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PROPOSED ZONING:

From: No Current Zoning
To: AE, Agricultural Estate District

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I object to this request ✓ **Comments:** Decrease in value

Required Information:

Property Owner's Signature	Bhavika Bhakta Printed Name	2600 Homeland Dr. Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: March 26, 2021
Case Number: Z-21-0212
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

for
Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Video Conference information can be found on the City of Midland's website: http://www.midlandtexas.gov/9671/PrimeGov-Meetings

RECEIVED
APR 05 2021
BY:

MIDLAND

Planning Divis

Ankur Bhakta
2708 Homeland Dr.

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I object to this request ____ **Comments:** Decrease Property Value
Required Information:

Ankur Bhakta — Property Owner's Signature
Ankur Bhakta — Printed Name
2708 Homeland Dr. — Property Address (**No P. O. Boxes**)

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RECEIVED
APR 05 2021

MIDLAND
Planning Divi

HELM JOHN LOY
6508 HOMESTEAD BLVD
MIDLAND TX 79707

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I object to this request ✓ **Comments:** This is part of Mr Crain's objective to sell the land & turn it into a housing development

Required Information:

JOHN LOY HELM
Property Owner's Signature

KIMBERLY A. HELM
Printed Name

6508 Homestead Blvd
Property Address (**No P. O. Boxes**)

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RECEIVED
APR 0 1 2021
BY:

MIDLAND
Planning Divis

SMITH KENNETH C
6412 HOMESTEAD BLVD
MIDLAND TX 79707

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RECEIVED
APR 0 1 2021
BY:

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I object to this request X **Comments:** MIDLAND-ODESSA GOLF CORP HAS Been denied the SF1 zoning request on this 21.91 acres on 3/1/21, so they decided to try a different strategy. If they get the 21.91 zoned as AE, that would mean they could request the entire golf course be rezoned (21.91 + 200.92) from AE to SF-1, and I think they would have the majority of the perimeter preventing any objections. I ask that P&Z not approve the 21.91 acres to AE before we all know the "master plan", and the outstanding issues are addressed: 1) property value reduction 2) flood plain issues, 3) reduction of "green space in NW midland 4) Crime 5) trash, dirt, noise 5) power/internet needs. Thank you.

Required Information:

Property Owner's Signature

Kenneth C. Smith
Printed Name

6412 Homestead Blvd.
Property Address (**No P. O. Boxes**)

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MIDLAND
Planning Divis

BURKES JONATHAN CRAIG
6408 HOMESTEAD BLVD
MIDLAND TX 79707

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I object to this request ✓ **Comments:** Will decrease value of our property which was built around golf course

Required Information:

Property Owner's Signature

Jonathan Burkes
Printed Name

6408 Homestead Blvd, Midland TX 79707
Property Address (**No P. O. Boxes**)

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Notices Mailed: 23
Date Mailed: March 26, 2021
Case Number: Z-21-0212
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

Cristina Odenborg Burns for
Planning Division Manager
Department of Development Services

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BY: .....

MIDLAND
Planning Divi

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APR 0 1 2021
BY: .....

HARDY CORY
6416 HOMESTEAD BLVD
MIDLAND TX 79707

PUBLIC NOTICE

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I object to this request ✓ **Comments:** _____

Required Information:

Property Owner's Signature	Cory Hardy Printed Name	6416 Homestead Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: March 26, 2021
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ES Planner's Initials

for
Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

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MIDLAND
Planning Divis

RECEIVED
APR 0 1 2021
BY: .....

COCHRAN PHILLIP D
6504 HOMESTEAD BLVD
MIDLAND TX 79707

PUBLIC NOTICE

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I object to this request ✓ **Comments:** ① will decrease property value ② purposely paid premium + designed house around back view + privacy ③ spent 200K on backyard for view

Required Information:

Property Owner's Signature

Phillip D. Cochran
Printed Name

6504 Homestead Blvd, Midland TX 79707
Property Address (**No P. O. Boxes**)

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ES Planner's Initials

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Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

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MIDLAND
Planning Divisi

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BY: .....

VALENCIA NATHAN PRICE &
6600 HOMESTEAD
MIDLAND TX 79707

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I object to this request ✓ **Comments:** _____

Required Information:

Nathan + Deawn Valencia — Property Owner's Signature
Nathan + Deawn Valencia — Printed Name
6600 Homestead Blvd — Property Address (**No P. O. Boxes**)

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MIDLAND
Planning Divi

RECEIVED
APR 0 1 2021
BY: .....

ELLIS ZACHARY T
6608 HOMESTEAD BLVD
MIDLAND TX 79707

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I object to this request X **Comments:** _____

Required Information:

Property Owner's Signature

Zachary Ellis
Printed Name

6608 Homestead Blvd.
Property Address (**No P. O. Boxes**)

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MIDLAND
Planning Divi

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JORDAN MATTHEW
2512 HOMELAND DR
MIDLAND TX 79707

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I object to this request V **Comments:** _____

Required Information:

Matthew A. Jordan
Property Owner's Signature

Matthew Jordan
Printed Name

2512 Homeland Dr.
Property Address (**No P. O. Boxes**)

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MIDLAND
Planning Divis

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KUMAR MANISH
2608 HOMELAND DR
MIDLAND TX 79707

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I object to this request X **Comments:** _____
Required Information:

Property Owner's Signature

Alka M Kumar
Printed Name

2608 Homeland Drive
Property Address (**No P. O. Boxes**)

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MIDLAND
Planning Divi

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BORRA RAVI
2612 HOMELAND DR
MIDLAND TX 79707

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From: No Current Zoning
To: AE, Agricultural Estate District

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.
I object to this request X **Comments:** (1) Property devaluation (2) Invasion of Privacy (3) compromised security (4) Encroachment of green zone. ~~(5) Potential Secur~~
Required Information:

B Ravichandra
Property Owner's Signature

Printed Name
RAVI C BORRA

2612 Homeland Drive
Property Address (**No P. O. Boxes**)
Midland TX 79707

If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: March 26, 2021
Case Number: Z-21-0212
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

for
Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Video Conference information can be found on the City of Midland's website: http://www.midlandtexas.gov/9671/PrimeGov-Meetings

MIDLAND
Planning Divis

RECEIVED
APR 0 1 2021
BY: .....

James Eddie
2704 Homeland Dr.
Midland, Tx 79707

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas, will hold a public hearing at **3:30 p.m.** on **Monday, April 5, 2021,** in the Council Chamber, City Hall, 300 N. Loraine, Midland, TX 79701 and via video conference, on a request by **Midland-Odessa Golf Corp** for the **Initial Zoning** of the following described property:

LEGAL DESCRIPTION: A 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

LOCATION: Generally located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard. (Extraterritorial Jurisdiction)

PROPOSED ZONING:

From: No Current Zoning
To: AE, Agricultural Estate District

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I object to this request. X **Comments:** _____
Required Information:

Property Owner's Signature	Eddie James Printed Name	2704 Homeland Dr. Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: March 26, 2021
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Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

Cristina Odenborg Burns for
Planning Division Manager
Department of Development Services

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MIDLAND
Planning Divis

RECEIVED
APR 0 1 2021
BY:

LOUDER MARSHALL SHANE
6604 HOMESTEAD BLVD
MIDLAND TX 79707

PUBLIC NOTICE

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To: AE, Agricultural Estate District

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I object to this request X **Comments:** We purchased a lot w/ golf course - paid more $.

Required Information:

Property Owner's Signature | Shane Louder (Printed Name) | 6604 Homestead (Property Address (**No P. O. Boxes**))

If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: March 26, 2021
Case Number: Z-21-0212
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

Cristina Odenborg Burns for
Planning Division Manager
Department of Development Services

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MIDLAND
Planning Divis

GERETY JAMES
6404 HOMESTEAD BLVD
MIDLAND TX 79707

PUBLIC NOTICE

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I object to this request X Comments: THIS ZONING REQUEST WILL ALLOW HOMES TO BE BUILT ON THE GOLF COURSE

Required Information:

Property Owner's Signature

JAMES GERETY
Printed Name

6404 HOMESTEAD
Property Address (No P. O. Boxes)

If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: March 26, 2021
Case Number: Z-21-0212
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

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RECEIVED
APR 0 1 2021
BY:

MIDLAND
Planning Divis

GRASSLANDS ESTATES WEST HOA
[redacted]
[redacted]
MIDLAND TX 79707

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I object to this request X Comments: THE HOA RECOGNIZES THIS AS PRELIMINARY REVIEW TO BUILD HOMES ON NUEVA VISTA GOLF COURSE
Required Information: JAMES GERETY, PRESIDENT GEW HOA

Property Owner's Signature — Printed Name — Property Address (No P. O. Boxes)

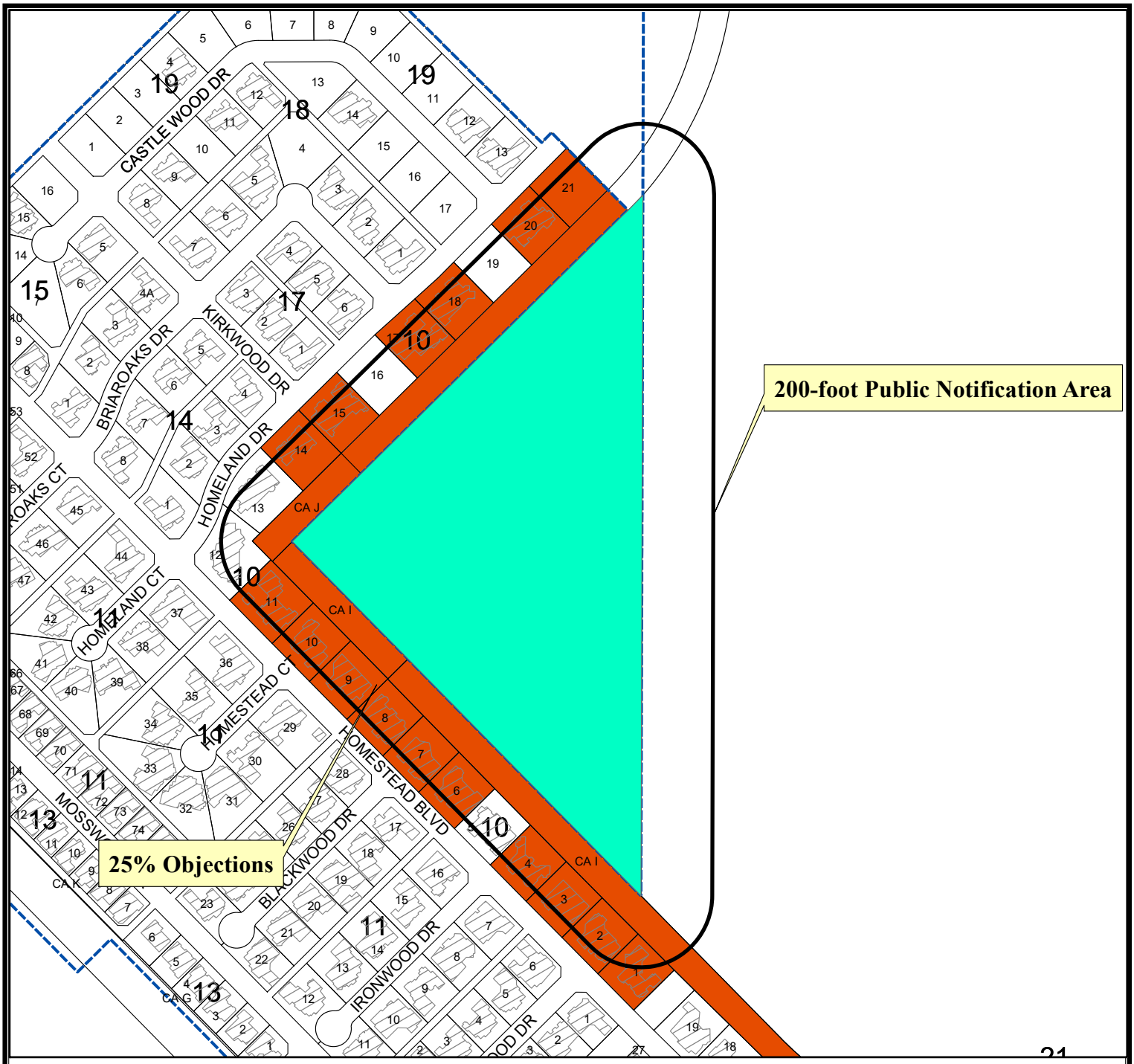
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Date Mailed: March 26, 2021
Case Number: Z-21-0212
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

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RECEIVED
APR 0 1 2021
BY:



LOCATION MAP

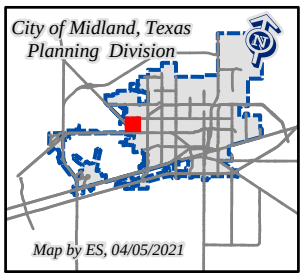
Z-21-0212 **Scale: 1" = 250'**

Consider a request by Midland-Odessa Golf Corp. for the initial zoning of a 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, City and County of Midland, Texas.

Generally located approximatel 266 feet east of Homeland Drive and approximately 258 feet north of Homestead Boulevard. (Extraterritorial Jurisdiction

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS
- OBJECTIONS



August 10, 2021









City Council Meeting

Item Number: 24

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 8A, BLOCK 27, WYDEWOOD ESTATES, SECTION 29, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH LOOP 250 WEST AND PRESTON DRIVE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

CBOCS Texas, LLC is requesting a Specific Use Designation with term, for the property located at 3108 N. Loop 250 West to be able to sell all alcoholic beverages for on premises consumption, within a restaurant, Cracker Barrel.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Surrounding Zoning and Land Use:

The property is located at 3108 N. Loop 250 West, in a PD, Planned District for a Shopping Center. The properties to the north and east are zoned PD, Planned Development District for a Shopping Center, and the location of retail establishments. The property to the south is zoned RR, Regional Retail District, and the location of a Rooms to Go Furniture Store. The property to the west, across N. Loop 250 West, is zoned SF-2, Single-Family Dwelling District, and the location of residences.

Discussion:

CBOCS Texas, LLC is requesting a Specific Use Designation for Cracker Barrel, located at 3108 N. Loop 250 West, to be able to sell all alcoholic beverages for on premises consumption, within a restaurant. The property is zoned PD, Planned District for a Shopping Center, with an underlying zoning of RR, Regional Retail District, which allows the consumption of alcoholic beverages with the approval of a Specific Use Designation.

The restaurant is currently in operation. The floor plan attached hereto as “Exhibit A” illustrates that the establishment, will have a total square footage of 10,101 square feet, with an alcohol serviceable area of 6,196 square feet.

The proposed site plan provides adequate access and internal circulation.

The restaurant has the following hours of operation:

Sunday through Thursday from 7:00 a.m. to 9:00 p.m.
Friday and Saturday from 7:00 a.m. to 10:00 p.m.

The restaurant is proposing the following hours of alcohol service:

Monday through Thursday from 7:00 a.m. to 9:00 p.m.
Friday and Saturday from 7:00 a.m. to 10:00 p.m.
Sunday from 10:00 a.m. to 9:00 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objection.

Building Code: (Approved)

The SUD for Cracker Barrel is acceptable. The maximum occupant load for the alcohol serviceable area is 413. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objection to zone change.

Code Administration: (Approved)

No comments.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive plan, Chapter 6 Character Plan - Goal 4, “Encourage the development of places where Midland residents can gather and socialize to build connections” (Tall City tomorrow, page 137).

This request was recommended for approval at the July 6, 2021 Planning and Zoning Commission Meeting.

This request meets all requirements; therefore, staff recommends approval of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Conditions A through F.

A. That the serviceable area of the restaurant shall be limited to approximately 6,196 square feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.

B. That the days and hours of alcoholic beverages sales and consumption shall be limited to:

Monday through Thursday from 7:00 a.m. to 9:00 p.m.
Friday and Saturday from 7:00 a.m. to 10:00 p.m.
Sunday from 10:00 a.m. to 9:00 p.m.

C. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

D. That the establishment shall meet all requirements of the Fire Department and Code Administration.

E. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

Letters of Objection:

As of July 21, 2021, staff has not received any letters of objections.

Attachments:

Floor Plan (Exhibit A)
Application
Maps
Ordinance No. 8226

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 8A, BLOCK 27, WYDEWOOD ESTATES, SECTION 29, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH LOOP 250 WEST AND PRESTON DRIVE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 8A, Block 27, Wydewood Estates, Section 29, City and County of Midland, Texas (the "Property"), as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present PD, Planned Development District for a Shopping Center.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 6,196 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Thursday from 7:00 a.m. to 9:00 p.m.;
Friday and Saturday from 7:00 a.m. to 10:00 p.m.; and
Sunday from 10:00 a.m. to 9:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

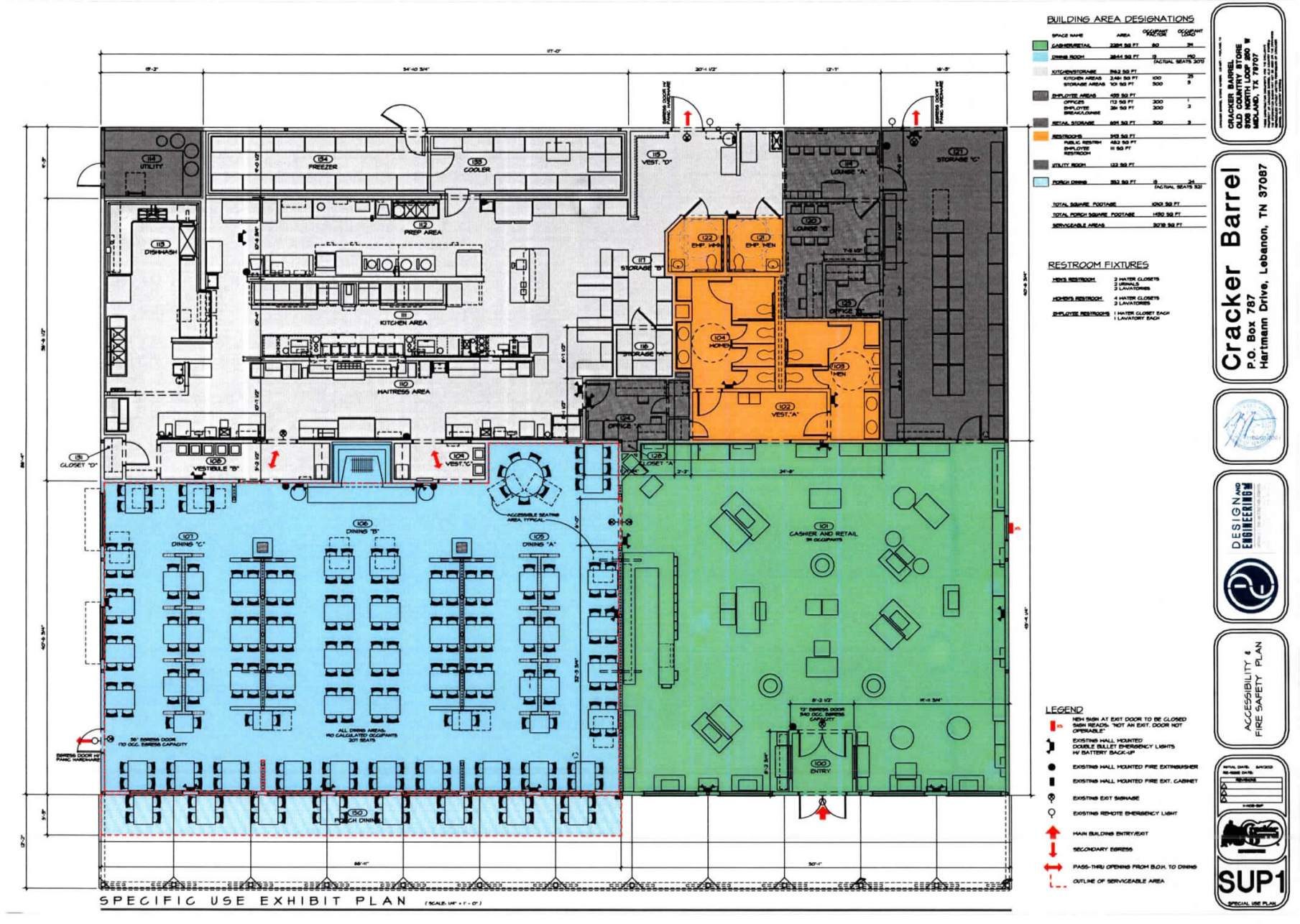
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"


BUILDING AREA DESIGNATIONS
RESTROOM FIXTURES
LEGEND
Cracker Barrel
P.O. Box 787
Hartmann Drive, Lebanon, TN 37087
DESIGN AND ENGINEERING
ACCESSIBILITY & FIRE SAFETY PLAN
SUP1
SPECIAL USE PLAN
SPECIFIC USE EXHIBIT PLAN

DocuSign Envelope ID: 1B31F124-B185-458F-8CD5-655251B6F6A5

MIDLAND Planning Division

Specific Use Permit with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUP-21-0106

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: CBOCS Texas, LLC		Phone (615)443-4444 Email alcohollicensing@crackerbarrel.com	
Address 307 Hartmann Drive, Attn: Legal	City Lebanon	State TN	Zip 37087

Property Owner Printed Name: CB.MTX LLC		Phone (239)961-1832 Email ronald@demilt.com	
Address 4468 Brynwood Dr.	City Naples	State FL	Zip 34119

Representative *(if different from Applicant or Property Owner)* Firm: BrackinSchwartz PLLC Printed Name: Catherine Chamblee		Phone (512) 549-8906 Email catherine@txliquorlaw.com	
Address 511 W 7th St.	City Austin	State TX	Zip 78701

Street Address: 3108 W Loop 250 N, Midland, TX 79705

Business Name: Cracker Barrel Old Country Store #637

Legal Description
Lot: 08A Block: 027 Subdivision: Wydewood Estates, Sec. 29

Current Zoning: PD

Reason for Request: add beer and wine sales for on- and off-premise consumption to location

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: restaurant

Proposed/Current Days and Hours of Operation: 7:00 am - 9:00 pm Sun-Thurs; 7:00 am - 10:00 pm Friday - Saturday

Proposed Days and Hours of Alcohol Service: 7:00 am - 9:00 pm Sun-Thurs; 7:00 am - 10:00 pm Friday - Saturday

Total Square Footage of Business: 10,101 sq ft

Square Footage of Alcohol Serviceable Area: 6,196 sq ft

Restroom Fixtures: *Men*	**Toilets/Urinals:** 2 / 2	**Bathroom Sinks:** 2
Women	**Toilets:** 4	**Bathroom Sinks:** 2

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): DocuSigned by: Jeff Wilson 5924FAAB47DE4A0... Date: 5/24/2021

Applicant (printed):

Property Owner (signature): Ronald De Milt Date: 5/18/2021

Property Owner (printed): CB MTX LLC (Ronald De Milt)

The Specific Use Permit with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Catherine Chamblee who, being by me duly sworn, upon oath says: That (s)he is authorized by CB MTX 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.

Catherine Chamblee
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 7th day of June, 20 21, to certify which witness my hand and seal of office

JESSICA REEDY SOLE
My Notary ID # 126422744
Expires February 25, 2024

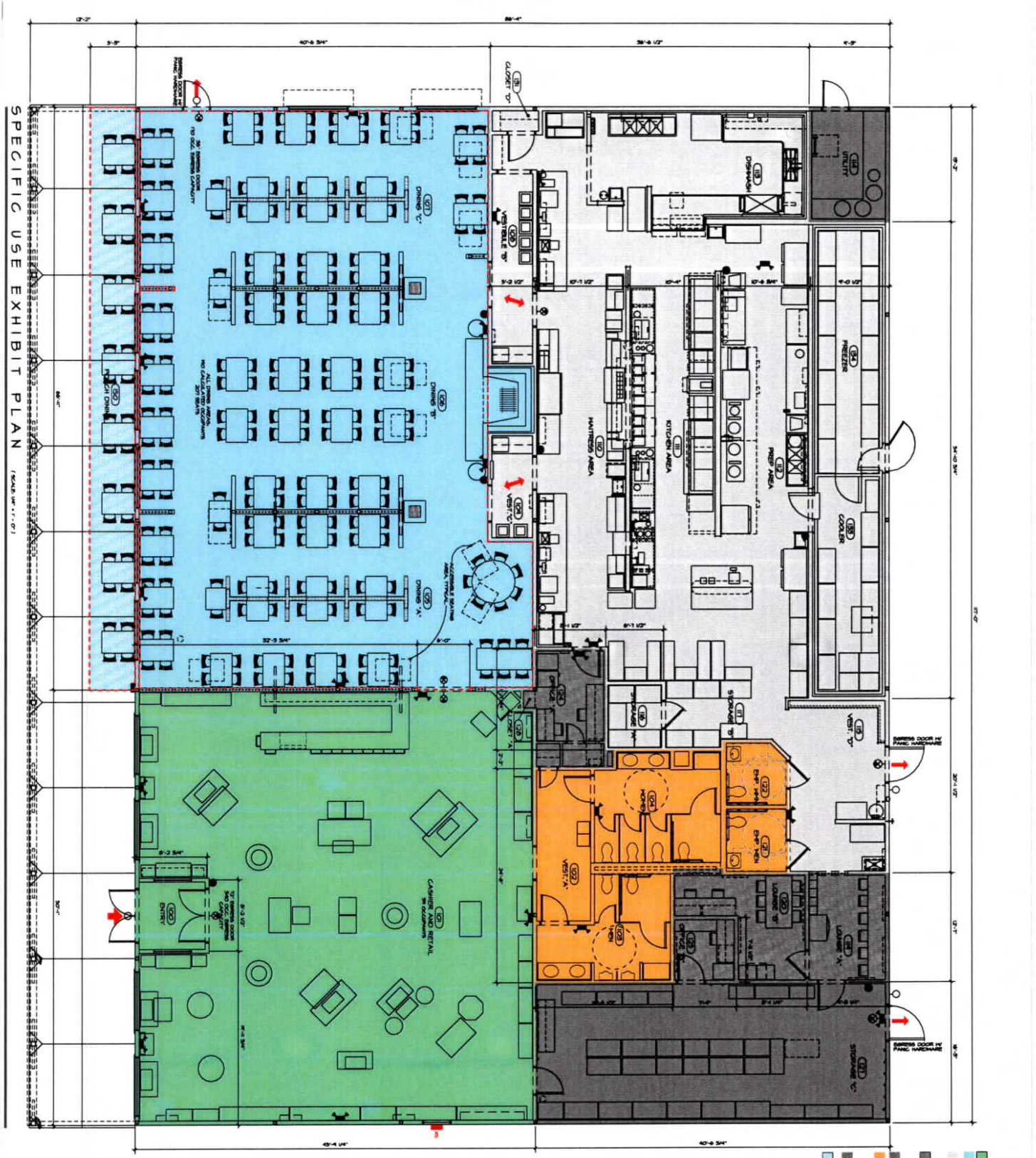
Jessica Reedy Sole
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

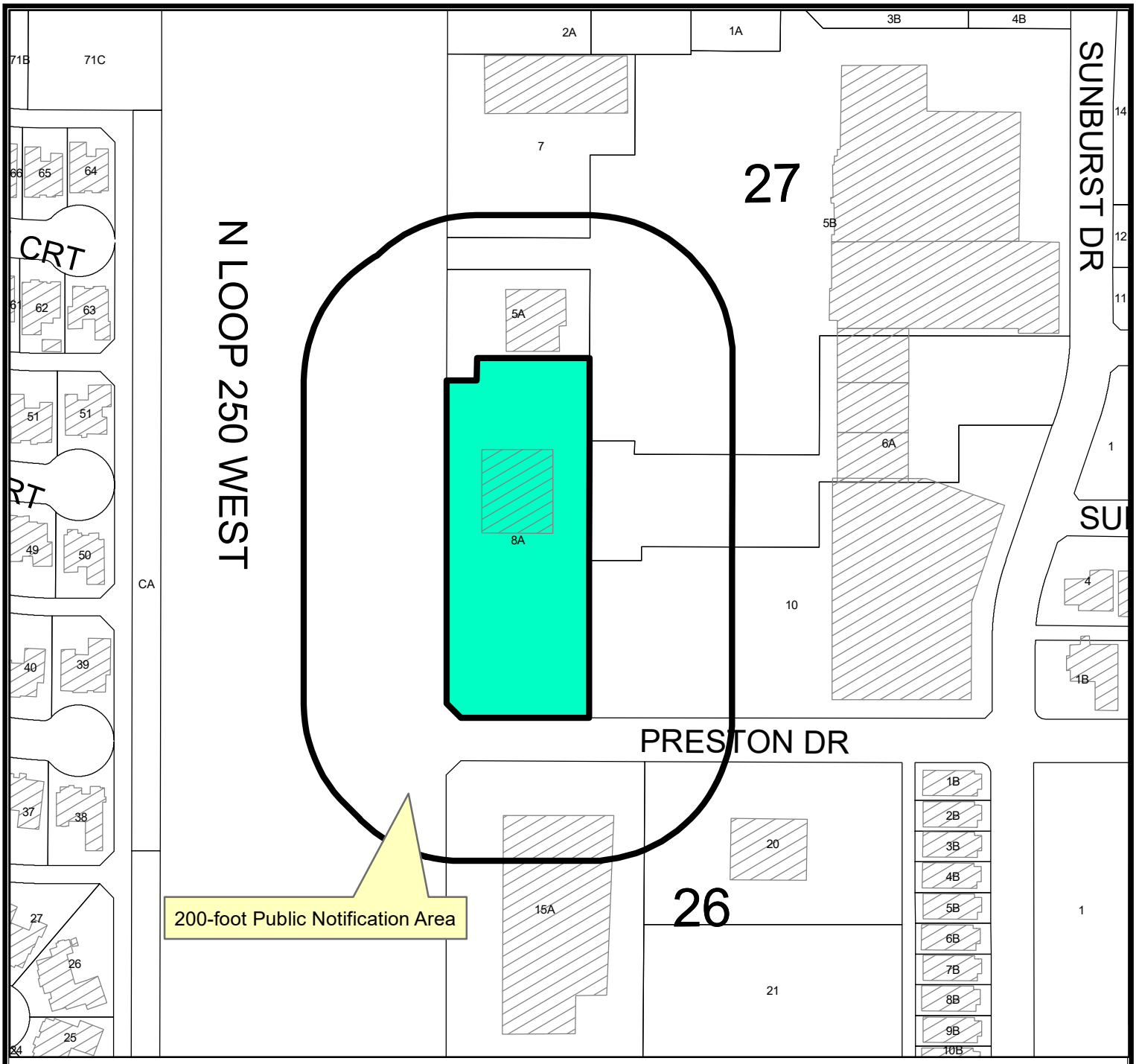
****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY		
☑ Property Owner Authorization	☑ Dimensioned Floor Plan	
☑ Application Fee	☑ Site Plan	RECEIVED
Check # 4929	☐ Plans in Digital Format (PDF/JPEG)	JUN 10 2021
Received By:	Date:	

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****


SPECIFIC USE EXHIBIT PLAN
DINING 'C'
DINING 'B'
DINING 'A'
ENTRY
GIFT SHOP
CASHIER AND RETAIL
HOSTESS
KITCHEN AREA
PREP AREA
COOLER
FREEZER
DISHWASH
UTILITY
STORAGE
OFFICE
LOUNGE 'A'
LOUNGE 'B'
MEN
WOMEN
VEST. 'A'
VEST. 'B'
VEST. 'C'
VESTIBULE 'D'
LOCKER
BAR
BUSSING STATION
EMP. MEN
EMP. WOM
PUBLIC MEN
PUBLIC WOM
CLOSET 'A'
CLOSET 'B'
CLOSET 'C'
CLOSET 'D'
MATTRESS AREA
ALL DINING AREAS NO CALCULATED OCCUPANTS 201 SEATS
AGGREGATE SEATING AREA TYPICAL
12'-0" DOUBLE DOOR 10 GAL EXPRESS CAPACITY
36" EXPRESS DOOR 110 GAL EXPRESS CAPACITY
BARRIER DOOR 24" PANIC HARDWARE
BARRIER DOOR 36" PANIC HARDWARE
BARRIER DOOR 72" PANIC HARDWARE
89'-4"
40'-6 3/4"
38'-6 1/2"
4'-3"
43'-4 1/4"
40'-6 3/4"
97'-0"
LEGEND
NEW SIGN AT EXIT DOOR TO BE CLORED GREEN BACK- "NOT AN EXIT DOOR NOT OPEN AREA"
EXISTING WALL MOUNTED DOUBLE BULLET EMERGENCY LIGHTS W/ BATTERY BACK-UP
EXISTING WALL MOUNTED FIRE EXTINGUISHER
EXISTING EXIT SIGN/LAMP
EXISTING EXIT CABINET
EXISTING REMOTE EMERGENCY LIGHT
MAIN BUILDING ENTRY/EXIT
SECONDARY EXPRESS
PASS-THRU OPENING FROM BOH TO DINING
OUTLINE OF SERVICEABLE AREA
RESTROOM FIXTURES
MEN'S RESTROOM: 2 UNITS TOILETS, 2 URINALS
WOMEN'S RESTROOM: 4 UNITS TOILETS, 3 LAVATORIES
EMPLOYEE RESTROOMS: 1 UNIT TOILET EACH, 1 LAVATORY EACH
BUILDING AREA DESIGNATIONS
SPECIAL USE PLAN
SUP1
ACCESSIBILITY & FIRE SAFETY PLAN
DESIGN ENGINEERING
Cracker Barrel
P.O. Box 787
Hartmann Drive, Lebanon, TN 37087
CRACKER BARREL OLD COUNTRY STORE
3100 NORTH LOOP 250 W
MIDLAND, TX 79707



LOCATION MAP

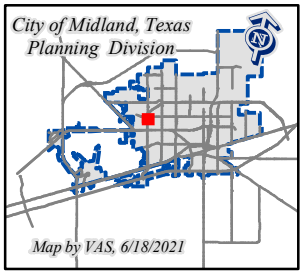
SUD-21-0106 **Scale: 1" = 200'**

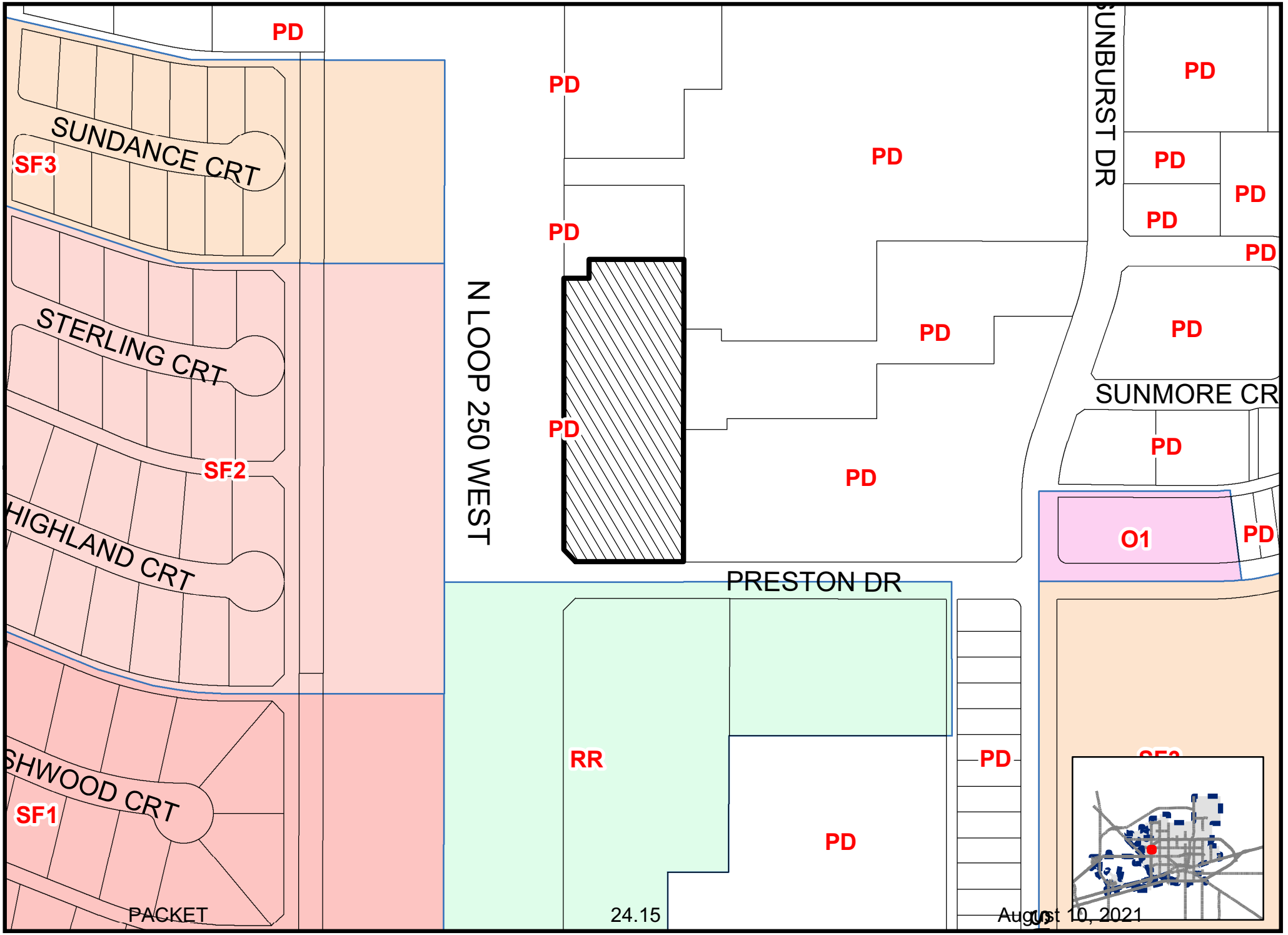
Consider a request by CBOCS Texas, LLC for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a restaurant, on Lot 8A, Block 27, Wydewood Estates, Section 29, City and County of Midland, Texas.

Generally located on the northeast corner of the intersection of N. Loop 250 West Frontage Road and Preston Drive. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By VAS, 6/21/2021

SUD-21-0106

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

ORDINANCE NO. 8226

AN ORDINANCE AMENDING ORDINANCE NO. 7491, WHICH CREATED A "PLANNED DISTRICT" FOR A SHOPPING CENTER SO AS TO ADOPT AN AMENDED SITE PLAN; REMOVING THE PROPERTY DESCRIBED IN SECTION TWO HEREOF FROM THE FIRE DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States Mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof; the Governing Body finds that the public health, safety and general welfare will be best served by amending the "Planned District" for a Shopping Center created by Ordinance No. 7491; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to amend the site plan adopted by Ordinance No. 7491;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the "Planned District" site plan adopted for the property described in Section One of Ordinance No. 7491, shall be amended in its entirety as set forth in Exhibit "B", attached hereto and incorporated herein by reference and subject to the following special conditions:

A. Development of this property shall conform to the attached site plans, Exhibits "A", "B" and "C", in all respects, except as otherwise stated below.

B. All building sites shown on Exhibit "A", except for Kohl's, shall be subject to future site plan review.

C. All outdoor lighting shall conform to the City of Midland policy to use full

cut-off fixtures.

D. The developer of this property shall be required to install a traffic signal at the intersection of Sunburst Drive and Wadley Avenue prior to the issuance of a Certificate of Occupancy in excess of 50,000 square feet of retail floor area.

E. The parking shown on the site plan is illustrative. The minimum number of required parking spaces shall be determined through the building permit process.

F. The landscaping shown on Exhibit "C" shall be installed adjacent to each platted lot as development occurs. However, the landscaping on the west side of Sunburst Drive shall be installed along the entire length of this street with the initial development of any building adjacent to it.

G. The location and design of the driveway on the Loop 250 service road must receive prior approval by the Texas Department of Transportation.

H. A private reciprocal access easement must be established among all lots shown on Exhibit "A" prior to the issuance of the first Certificate of Occupancy.

I. The developer shall be required to reconstruct Sunburst Drive from Wadley Avenue to the south end of the southernmost driveway on this street, to City standards, as a condition of final plat approval.

J. That the fence shown along Sunburst and Preston Drives shall be a minimum height of six feet, and shall be constructed of Mission Stone, as shown on the site plans. The entire fence shall be constructed with the construction of the first building within 100 feet of either street.

K. All business signs shall conform to the City of Midland Sign Code.

SECTION TWO. That the property described below shall be removed from the fire district and the building official is authorized and directed to remove the property from the fire district map.

A 20.160 acre tract of land out of Section 19, Block 39, T-1-S, T&P RR Company Survey, Midland County, Texas, as more full described in metes and bounds description attached hereto and incorporated herein as Exhibit "D".

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 23rd day of March, A.D., 2004; and passed to second reading on motion of Council member Morgan, seconded by Council member Simpson, by the following vote:

Council members voting "AYE": Morgan, Simpson, Perry, Dingus, Canon, Dufford and Hailey

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Simpson, seconded by Council member Dufford, on the 13th day of April, A.D., 2004, at a regular meeting of the City Council:

Council members voting "AYE": Simpson, Dufford, Perry, Morgan, Dingus, Canon and Hailey

Council members voting "NAY": None

PASSED AND APPROVED THIS 13th day of April, A.D., 2004.

Michael J. Canon, Mayor

ATTEST:

Kaylah J. McCord, Interim City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

City Council Agenda

Approved for Agenda:
MJohnston
City Manager's Office

MEETING DATE: **March 23, 2004**

TO: **CITY COUNCIL/CITY MANAGER**

FROM: **Cameron Walker, Planning Division Manager**

SUBJECT: **Planned District Site Plan Approval**

Purpose:
Hold a public hearing at 11:09 AM and consider an Ordinance on a request by Gulf Coast Commercial Management Inc. for a proposed Planned District Site Plan

Recommended City Council Action:
☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact: N/A

Discussion:
Kohl's Department Store wishes to construct a 96,000 square-foot retail store on a portion of a 20-acre tract. The property is zoned Planned District for a Shopping Center, subject to LR-2 District regulations and approval of a site plan prior to development. The applicant has submitted three site plans, Exhibits A, B and C, to satisfy the site plan approval requirement. The Planning and Zoning Commission recommended unanimous approval, with minor amendments, and no one spoke in opposition during the public hearing. Exhibit A is the "plan view" of the entire retail tract, and Exhibit B illustrates the elevation views of only the Kohl's building. Exhibit A will serve as the site plan illustrating the overall "plan" view of the entire shopping center. Exhibit B only represents the elevation views for Kohl's. Therefore, all sites other than Kohl's will be subject to future site plan review prior to development.

This retail site is bounded on all sides by public streets. This condition greatly increases the difficulty in designing the shopping center. Exhibit A indicates that in addition to Kohl's, five other retail stores would back toward Sunburst Drive, with four separate loading docks. A future expansion of the Kohl's building would extend it to within 15 feet of Sunburst Drive. A six-foot tall solid fence, constructed of Mission Stone, is proposed to screen the rear of these buildings. Additionally, junipers are proposed to be planted on 20-foot centers between the fence and the property line to soften the appearance. Three other retail sites are also shown on Exhibit A, for a total of nine sites.

Access is proposed from all four adjoining streets. TxDOT has approved the location of the single driveway on the Loop 250 service road. Another 45-foot wide driveway is planned from Wadley Avenue. There are two driveways on Sunburst Drive. These driveways will be used exclusively by delivery trucks, and not by customers. The northern driveway is designed for one-way northbound egress only. Sunburst Drive is *not* a designated truck route, and is not constructed to withstand the weight of heavy trucks. Consequently, the applicant has agreed to *reconstruct* Sunburst Drive from Wadley Avenue to the southernmost driveway. This requirement will be monitored through the associated platting process. The two driveways on Preston Drive will not be used for truck traffic. The planned district also requires the developer to install a traffic signal at the intersection of Wadley Avenue and Sunburst Drive.

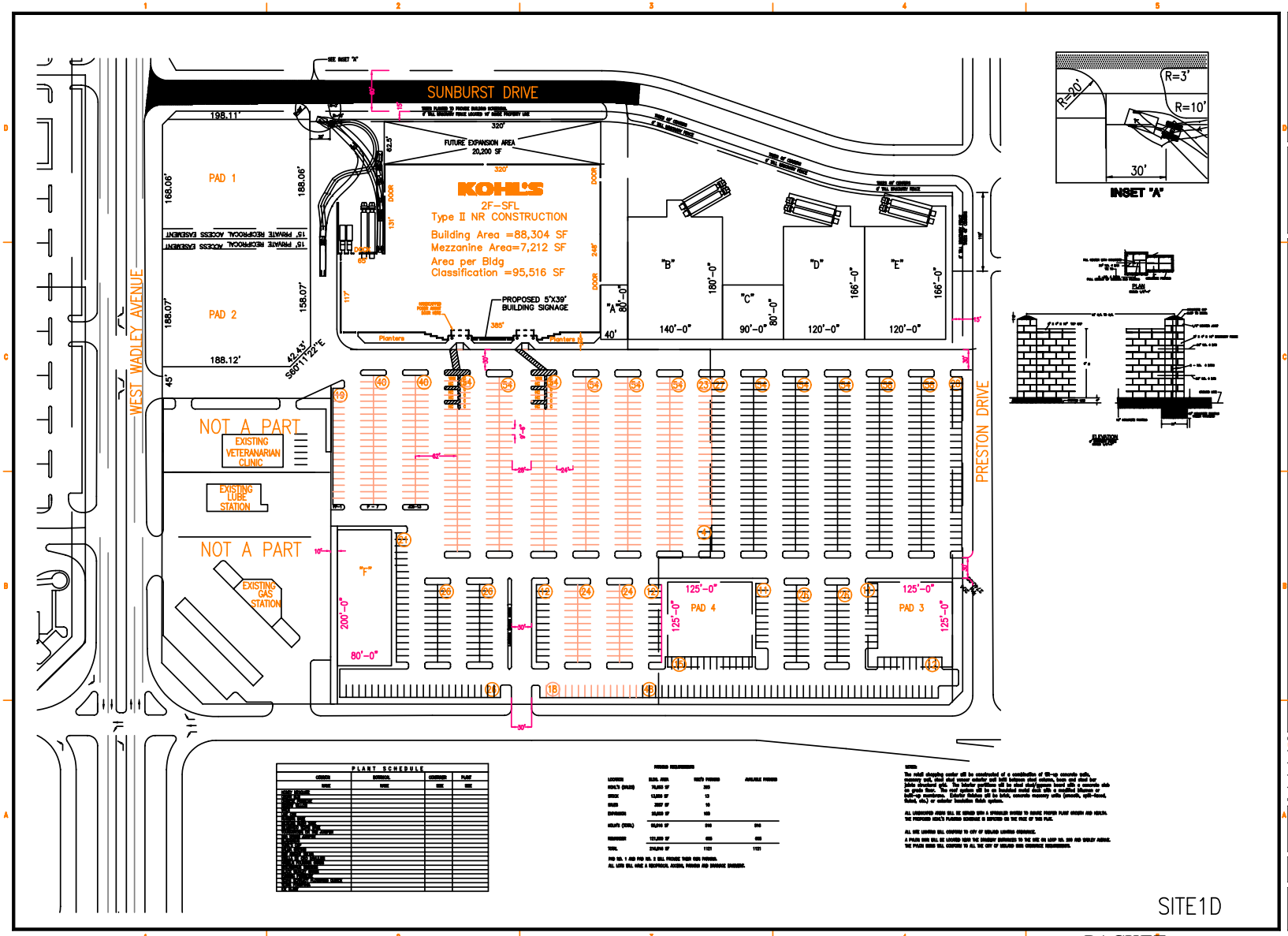
Exhibit B illustrates the elevation views of the Kohl' building. The maximum height is 25.5 feet, with a seven-foot parapet. The front of the building, facing Loop 250, will be constructed from a combination of brick veneer, stucco and glass. The brick veneer wraps around a portion of the southern side of the building. The remaining sides would be constructed of tilt-up concrete walls painted with a textured finish. These materials should result in an attractive structure compatible with recent development along Loop 250.

All business signs are proposed to comply with the Sign Code. A note on the site plan states that outdoor lighting will conform to the City's policy of utilizing full cut-off fixtures to avoid light pollution. Private reciprocal access easements across all lots is also required by the planned district. Exhibit C illustrates a landscaping plan, with a revised plant material list. All landscaping would be irrigated. No opposition was expressed before the Planning and Zoning Commission. In conclusion, we find that this site plan conforms to the conditions established by the original planned district ordinance and with City development policies. We concur with the Planning Commission's recommendation for approval, subject to the conditions contained in the attached ordinance.

CDS

Attachments:

February 17, 2004 Planning Commission Staff Report and minutes.
Exhibits A, B and C.
Proposed Ordinance



SCHWERDT DESIGN GROUP, INC.
ARCHITECTURE INTERIOR PLANNING

SITE PLANNING FOR:
MIDLAND

DATE YEAR

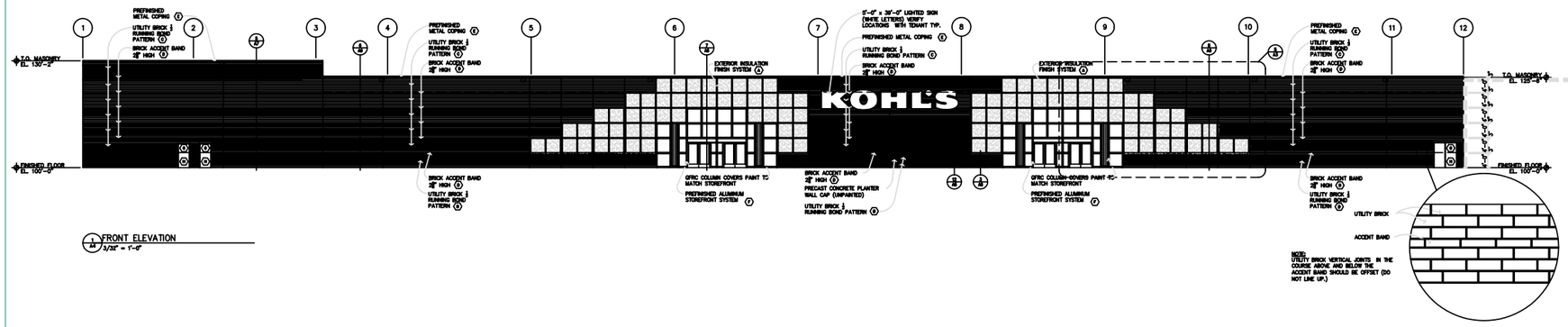
SHEET TITLE
SITE PLAN

PROJECT NUMBER
031078

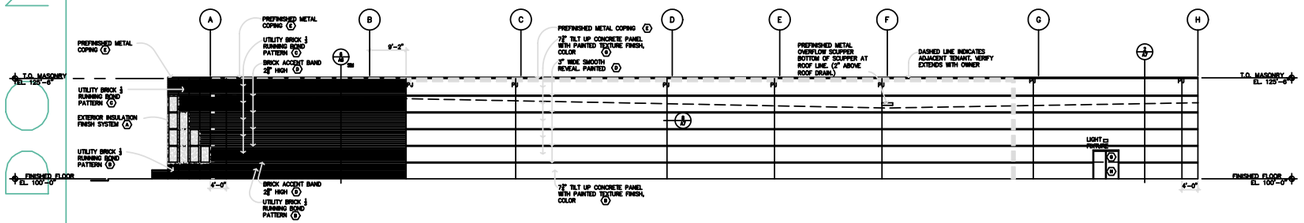
SHEET NUMBER
C-100

DO NOT USE

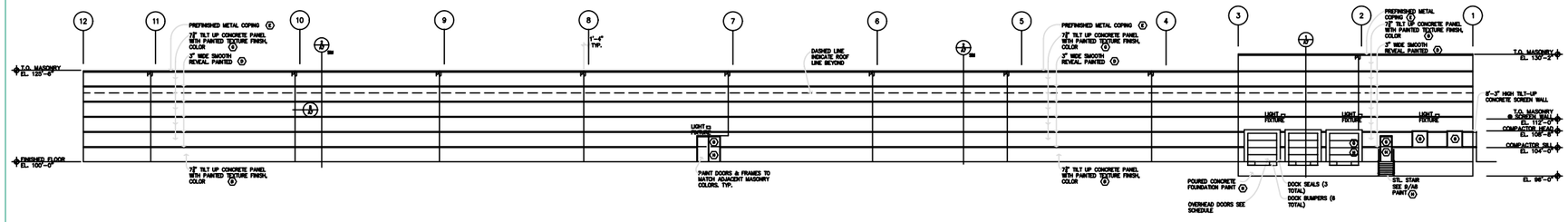
STAPLE AREA



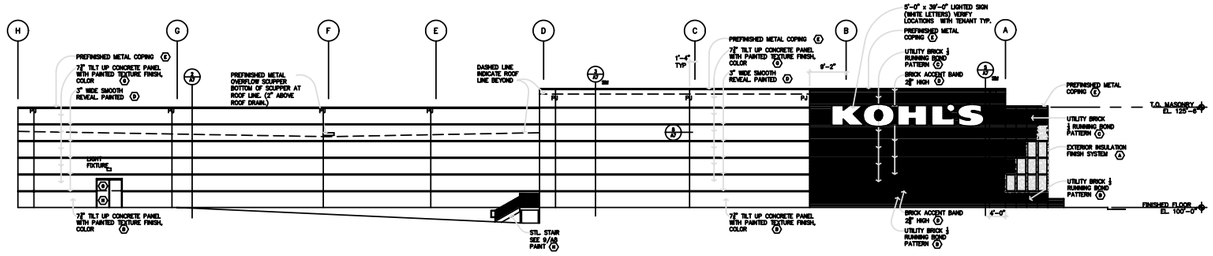
1/AA FRONT ELEVATION
3/32" = 1'-0"



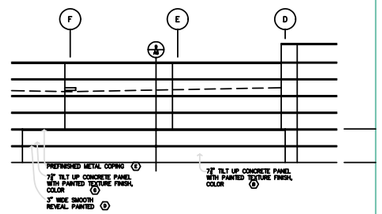
1/AA RIGHT ELEVATION
3/32" = 1'-0"



2/AA REAR ELEVATION
3/32" = 1'-0"



3/AA LEFT ELEVATION
3/32" = 1'-0"



4/AA RETAINING WALL ELEVATION
3/32" = 1'-0"

KKE architects
minneapolis
newport beach
pasadena

KKE Architects, Inc.
300 first avenue north
minneapolis, mn 55401
phone 612/ 339-3200
fax 612/ 339-8027

KOHL'S

Midland, Texas

Developed by:
Kohl's Department Stores, Inc.
N56 W17000 Ridgewood Drive
Menomonee Falls, Wisconsin 53051

COLOR LEGEND

(A) TO MATCH DRYVIT QUARZPUTZ #112 "HAWKSWOOD BEIGE".

(B) BELDEN BRICK CO. "POTOMAC CLEAR" (UTILITY SIZE) MORTAR COLOR: "NATURAL"

(C) COG'S BRICK CO. "KDS BRICK" (UTILITY SIZE) MORTAR COLOR: "NATURAL"

(D) BRICK ACCENT BAND (KING SIZE) COLOR TO MATCH (B) MORTAR COLOR: "NATURAL"

(E) TO MATCH COLORKLAD "SIERRA TAN".

(F) PREFINISHED "BONDWHITE"

(G) PAINT STO COLOR @NA02-0022

(H) PAINT TO MATCH STO @NA00-0070

PAINT ALL EXTERIOR HOLLOW METAL AND OVERHEAD DOORS TO MATCH ADJACENT BUILDING COLOR.

PAINT ALL EXTERIOR STEEL STAIRS TO MATCH ADJACENT BUILDING COLOR.

PAINT PIPE BOLLARDS, PIPE AND CONDUIT AT GAS AND ELECTRIC METERS AND TRANSFORMER TO MATCH ADJACENT BUILDING COLOR. (COORDINATE TRANSFORMER COLOR WITH UTILITY COMPANY).

INFORMATION ON THIS DRAWING TAKES PRECEDENCE OVER THE SPECIFICATIONS MANUAL IF THE DOCUMENTS HAVE CONFLICTING INFORMATION.

No.	Date	Revision Description

EXTERIOR ELEVATIONS

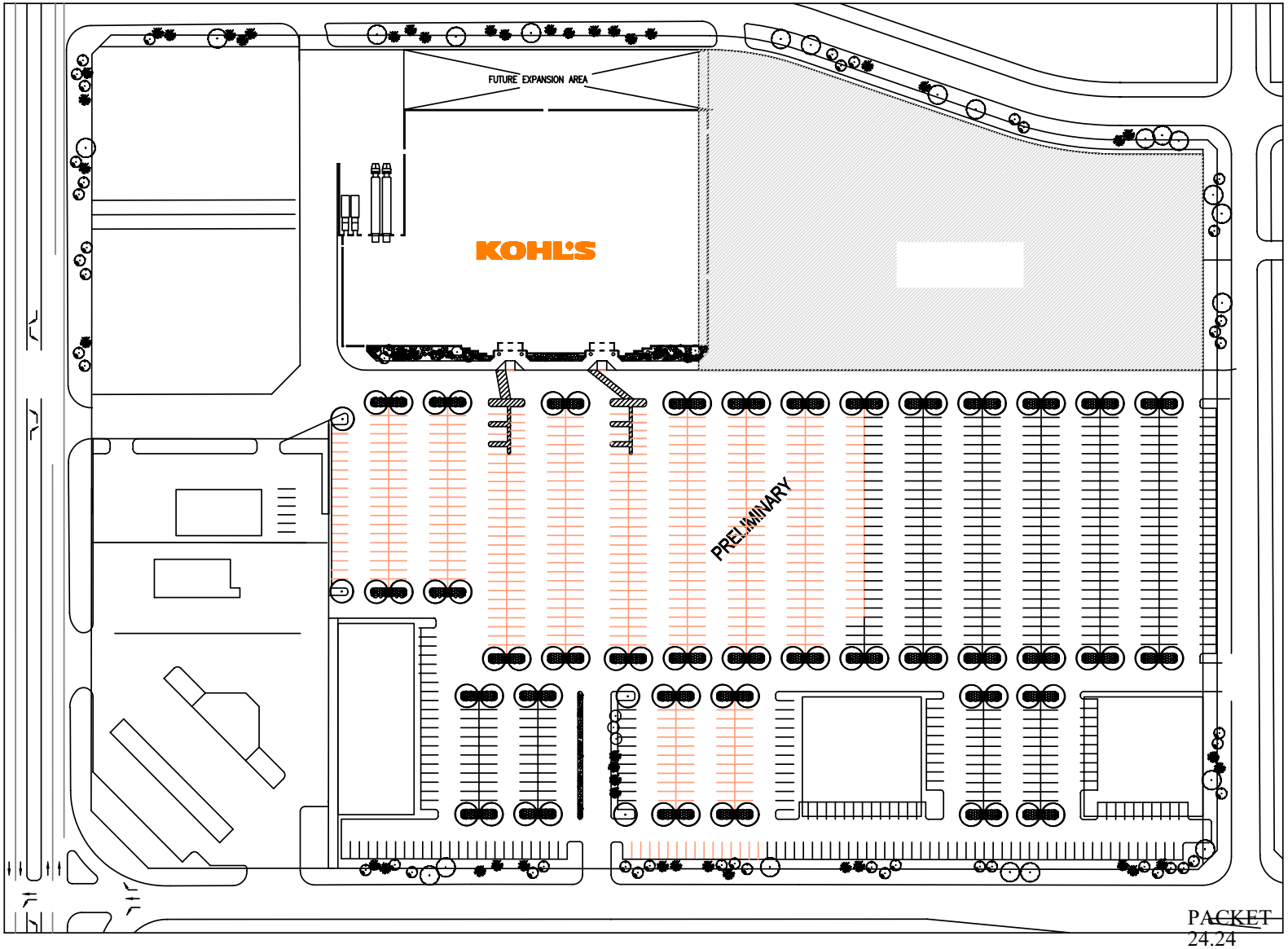
Scale: 3/32" = 1'-0"

Project	0404.4820.01
Date	December 30, 2003
Drawn by	ASM
Checked by	MC

Drawing Number A4

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PACKET
24.23
August 10, 2021



KOHL'S
SITE DEVELOPMENT

WEST WADLEY AND LOOP 250
MIDLAND, TEXAS

Sheet Notes

PRELIMINARY

KDC associates
LANDSCAPE ARCHITECTURE
PLANNING + DESIGN

Scale: NO SCALE
Plan North

Date: 3-15-04
Drawn By: KC
Checked By:

LANDSCAPE
SITE PLAN

Conceptual Only
Not For Bidding
Or Construction
Purposes.

SHEET
L-1
of 4




NOW HIRING!





City Council Meeting

Item Number: 25

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.43-ACRE TRACT OF LAND OUT OF LOT 14, BLOCK 1, 349 RANCH ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SHAWNEE, APPROXIMATELY 175 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, SRP Properties, LLP is proposing to replat the lot to construct a residence. However, the proposed lot would not meet the minimum lot requirements of the AE, Agricultural Estate District.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Surrounding Zoning And Land Use:

The properties to the north, south, and west are zoned AE, Agricultural Estate District and the locations of residences. The property to the east is zoned SF-3, Single Family Dwelling District, and the location of a residence.

Discussion:

The applicant, SRP Properties, LLP is requesting approval of a zone change to be able to replat the lot to construct a residence. The current zoning of this property is AE, Agricultural Estate District, which requires a minimum lot area of 2 acres. With this zone change of SF-3 Single Family Dwelling District, the developer will be able to replat the lot with an area of 18,829 square feet for the lot.

The appropriate setbacks and maximum height of future development must meet the regulations as described in Section 5.04 Residential Zoning District Dimensional Regulations chart.

This proposed zone change has been circulated to and reviewed by respective City departments and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Code Compliance: (Approved with Conditions)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

The Planning and Zoning Commission recommended approval of this request at the July 6, 2021 meeting.

Staff recommends approval of the zone change from AE, Agricultural Estate District to SF-3, Single-Family Dwelling District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the SF-3, Single-Family Dwelling District.

Letters of Objection:

As of July 16, 2021, staff has not received any letters of objection.

Attachments:

Application
Metes and Bounds (Exhibit A)
Proposed Plat (Exhibit B)
Maps

Morris William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.43-ACRE TRACT OF LAND OUT OF LOT 14, BLOCK 1, 349 RANCH ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SHAWNEE, APPROXIMATELY 175 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 0.43-acre tract of land out of Lot 14, Block 1, 349 Ranch Estates, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from AE, Agricultural Estate District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all

other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular

meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

FIELD NOTE DESCRIPTION OF A 0.43 ACRE TRACT OF LAND

FIELD NOTE DESCRIPTION OF A 0.43 ACRE TRACT OF LAND, LYING IN AND BEING OUT OF THE NORTH PORTION OF LOT 14, BLOCK 1, 349 RANCH ESTATES, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AS FILED IN CABINET B, PAGE 287 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS AND BEING THE SAME TRACT OF LAND CALLED AS LOT 14, SAVE AND EXCEPT THE SOUTH PART THEREOF, AS RECORDED IN A GENERAL WARRANTY DEED AS DOCUMENT NUMBER 2020-33259 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT N.(Y): 10721722.95, E.(X): 1754642.92, A ONE-HALF INCH IRON ROD FOUND IN THE SOUTH LINE OF A TWENTY FOOT PUBLIC ALLEY AND ALSO BEING THE NORTHEAST CORNER OF LOT 13, BLOCK 1, OF SAID 349 RANCH ESTATES SUBDIVISION AND THE NORTHWEST CORNER HEREOF;

THENCE N 75°36'58" E, ALONG THE SOUTH LINE OF SAID PUBLIC ALLEYWAY, 104.58 FEET TO A ONE-HALF INCH IRON ROD FOUND IN THE WEST LINE OF SHAWNEE STREET, A SIXTY FOOT WIDE PUBLIC ROADWAY, AND ALSO BEING A POINT OF CONCAVE CURVATURE TO THE RIGHT WITH A RADIUS OF 836.99 FEET, AND A CHORD BEARING AND DISTANCE OF S 25°42'38" E, 143.94 FEET, AND THE NORTHEAST CORNER HEREOF;

THENCE ALONG THE ARC OF SAID CURVE A TOTAL OF 144.12' FEET TO A ONE-HALF INCH IRON ROD FOUND AT A POINT IN THE WEST LINE OF SAID SHAWNEE STREET AND FOR THE NORTHEAST CORNER OF THE SAME SAVE AND EXCEPTED TRACT CALLED THE SOUTH PART OF LOT 14 AS DESCRIBED IN SAID GENERAL WARRANTY DEED, AND FOR THE SOUTHEAST CORNER HEREOF;

THENCE S 59°20'44" W, ALONG THE NORTH LINE OF SAID SAVE AND EXCEPTED SOUTH PART OF LOT 14 TO A ONE-HALF INCH IRON ROD SET WITH CAP MARKED "MAVERICK FIRM #10194514" IN THE EAST LINE OF LOT 13 AND THE SOUTHWEST CORNER HEREOF;

THENCE N 15°06'37" W, ALONG THE EAST LINE OF SAID LOT 13, IN ALL, 179.26 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.43 ACRES OR 18,829 SQUARE FEET OF LAND.

BASIS OF BEARINGS, DISTANCES AND COORDINATES ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, TEXAS CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983, U. S. SURVEY FOOT

July 14, 2021

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-21-0243

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Maverick Engineering		Phone (432) 262-20999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City MIdland	State TX	Zip 79701

Property Owner Printed Name: SRP Properties LLP		Phone ( ) Email	
Address 5316 Bella Place	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Paladin Huckaba		Phone (432)262-0999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Street Address: NA

Legal Description
Lot: 14 Block: 1 Subdivision: 349 Ranch Estates

Current Zoning: AE

Proposed Zone: SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Construction of Residence

Present Use of Property: Vacant

Proposed Use of Property: Construction of Residence

How would this zone change affect the public health, safety and welfare? no adverse affect

Describe how conditions affecting the property have changed since present zoning designation: no change

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 6/7/2021
Applicant (printed): Paladin Huckaba - Maverick Engineering	
Property Owner (signature): Casey Jones	Date: 6/7/2021
Property Owner (printed) : Casey Jones - SRP Properties LLP	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by SRP Properties LLP, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 7th day of June, 2021, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
Kelsey Ann Stine
My Commission Expires
02/19/2022
ID No. 131456388

Kelsey Ann Stine
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Dimensioned Site Plan
☑ Application Fee	☐ Plans in Digital Format (PDF/JPEG) > not required
Check # 3451	
Received By: Joseph Mayfield	Date: RECEIVED JUN 07 2021 BY:

****Application will not be considered for scheduling until reviewed by a planner.**

MAVERICK
ENGINEERING • SURVEY • WATER RESOURCES
1909 West Wall Street, Suite K • Midland, TX 79701
Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

FIELD NOTE DESCRIPTION OF A 0.43 ACRE TRACT OF LAND

FIELD NOTE DESCRIPTION OF A 0.43 ACRE TRACT OF LAND, LYING IN AND BEING OUT OF THE NORTH PORTION OF LOT 14, BLOCK 1, 349 RANCH ESTATES, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AS FILED IN CABINET B, PAGE 287 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS AND BEING THE SAME TRACT OF LAND CALLED AS LOT 14, SAVE AND EXCEPT THE SOUTH PART THEREOF, AS RECORDED IN A GENERAL WARRANTY DEED AS DOCUMENT NUMBER 2020-33259 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT N.(Y): 10721722.95, E.(X): 1754642.92, A ONE-HALF INCH IRON ROD FOUND IN THE SOUTH LINE OF A TWENTY FOOT PUBLIC ALLEY AND ALSO BEING THE NORTHEAST CORNER OF LOT 13, BLOCK 1, OF SAID 349 RANCH ESTATES SUBDIVISION AND THE NORTHWEST CORNER HEREOF;

THENCE N 75°36'58" E, ALONG THE SOUTH LINE OF SAID PUBLIC ALLEYWAY, 104.58 FEET TO A ONE-HALF INCH IRON ROD FOUND IN THE WEST LINE OF SHAWNEE STREET, A SIXTY FOOT WIDE PUBLIC ROADWAY, AND ALSO BEING A POINT OF CONCAVE CURVATURE TO THE RIGHT WITH A RADIUS OF 836.99 FEET, AND A CHORD BEARING AND DISTANCE OF S 25°42'38" E, 143.94 FEET, AND THE NORTHEAST CORNER HEREOF;

THENCE ALONG THE ARC OF SAID CURVE A TOTAL OF 144.12' FEET TO A ONE-HALF INCH IRON ROD FOUND AT A POINT IN THE WEST LINE OF SAID SHAWNEE STREET AND FOR THE NORTHEAST CORNER OF THE SAME SAVE AND EXCEPTED TRACT CALLED THE SOUTH PART OF LOT 14 AS DESCRIBED IN SAID GENERAL WARRANTY DEED, AND FOR THE SOUTHEAST CORNER HEREOF;

THENCE S 59°20'44" W, ALONG THE NORTH LINE OF SAID SAVE AND EXCEPTED SOUTH PART OF LOT 14 TO A ONE-HALF INCH IRON ROD SET WITH CAP MARKED "MAVERICK FIRM #10194514" IN THE EAST LINE OF LOT 13 AND THE SOUTHWEST CORNER HEREOF;

THENCE N 15°06'37" W, ALONG THE EAST LINE OF SAID LOT 13, IN ALL, 179.26 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.43 ACRES OR 18,829 SQUARE FEET OF LAND.

BASIS OF BEARINGS, DISTANCES AND COORDINATES ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, TEXAS CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983, U. S. SURVEY FOOT



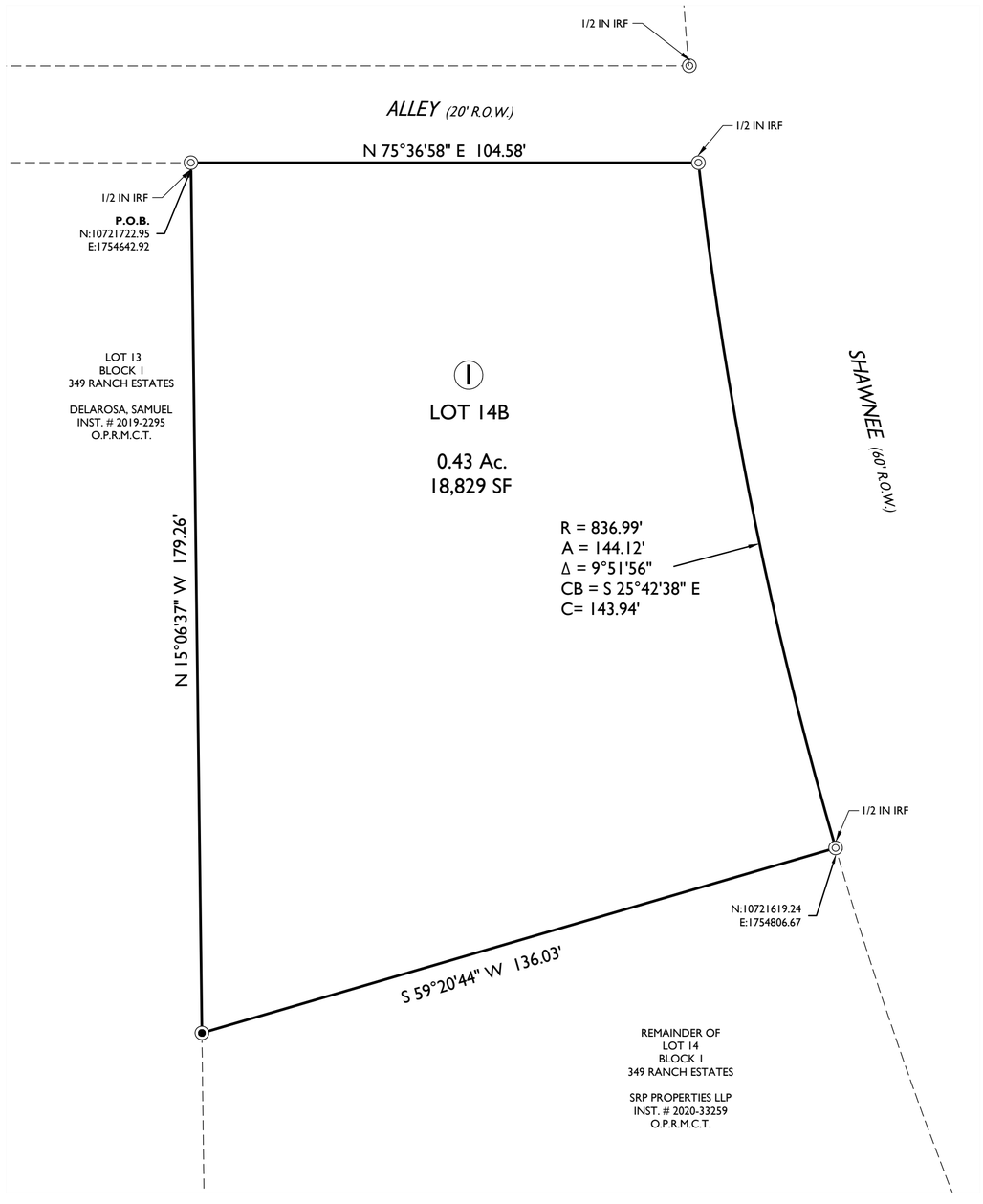
July 14, 2021

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)

PRELIMINARY PLAT

349 RANCH ESTATES, SECTION 23

BEING A REPLAT OF THE NORTH 0.43 ACRES OF LOT 14, BLOCK 1, 349 RANCH ESTATES, AN ADDITION TO THE CITY AND COUNTY OF MIDLAND, TEXAS



PROPERTY OWNER

SRP PROPERTIES, LLP
5316 BELLA PLACE
MIDLAND, TX 79705
DEED INSTRUMENT #2020-33259

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____ CABINET _____

DATE _____ PAGE _____

FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0100F, DATED SEPTEMBER 16, 2005, THIS PROPERTY IS WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF MAVERICK ENGINEERING COMPANY.

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS SRP PROPERTIES, LLP, is the record owner of a tract of land situated in Section 12, Block X, T-1-S, H.P. Hilliard Survey, City and County of Midland, Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That SRP PROPERTIES, LLP, being the owner of the land shown on this plat designated as 349 RANCH ESTATES, SECTION 23, an Addition to the City of Midland, Midland County, Texas and whose name is subscribed hereto, do hereby dedicate to the public use forever the streets, alleys, and easements shown thereon; and do hereby give an easement of ingress and egress to the City of Midland for garbage collection, utility facility access and maintenance, location and maintenance of trash containers and access thereto, and condition said easement that no construction shall commence on said lot or lots until the exact location of said containers therewith has been selected and approved by the Director of Utilities.

WITNESS my hand at _____ - ___.M.,

the_____day of _____, 2021.

By: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND,

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he was acting as owner, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. Given under my hand and seal of office this

the _____ day of _____, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of 349 RANCH ESTATES, SECTION 23, was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas on this

_____day of _____ 2021.

REGGIE LAWRENCE, CHAIRMAN

CRISTINA ODENBORG BURNS, SECRETARY

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, GREGORY W. SHOULTS, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

GREGORY W. SHOULTS RPLS#5374
Maverick Engineering (TX Firm #10194514)
1909 W. Wall Street, Suite, K
Midland, TX 79701

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

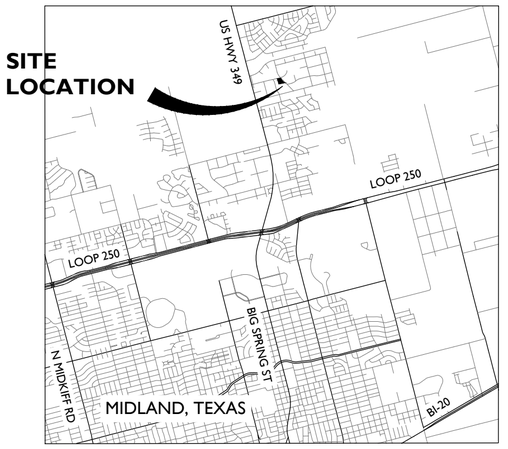
ATMOS ENERGY
BY: _____

AT&T
BY: _____

SUDDENLINK COMMUNICATION
BY: _____

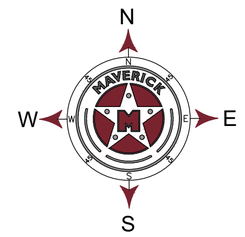
GRANDE COMMUNICATION
BY: _____

ONCOR ELECTRIC DELIVERY
BY: _____



VICINITY MAP

N.T.S.





LEGEND

- DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "10194514"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BOUNDARY LINE
- DENOTES EXISTING LOTS LINES

DEVELOPMENT NOTES

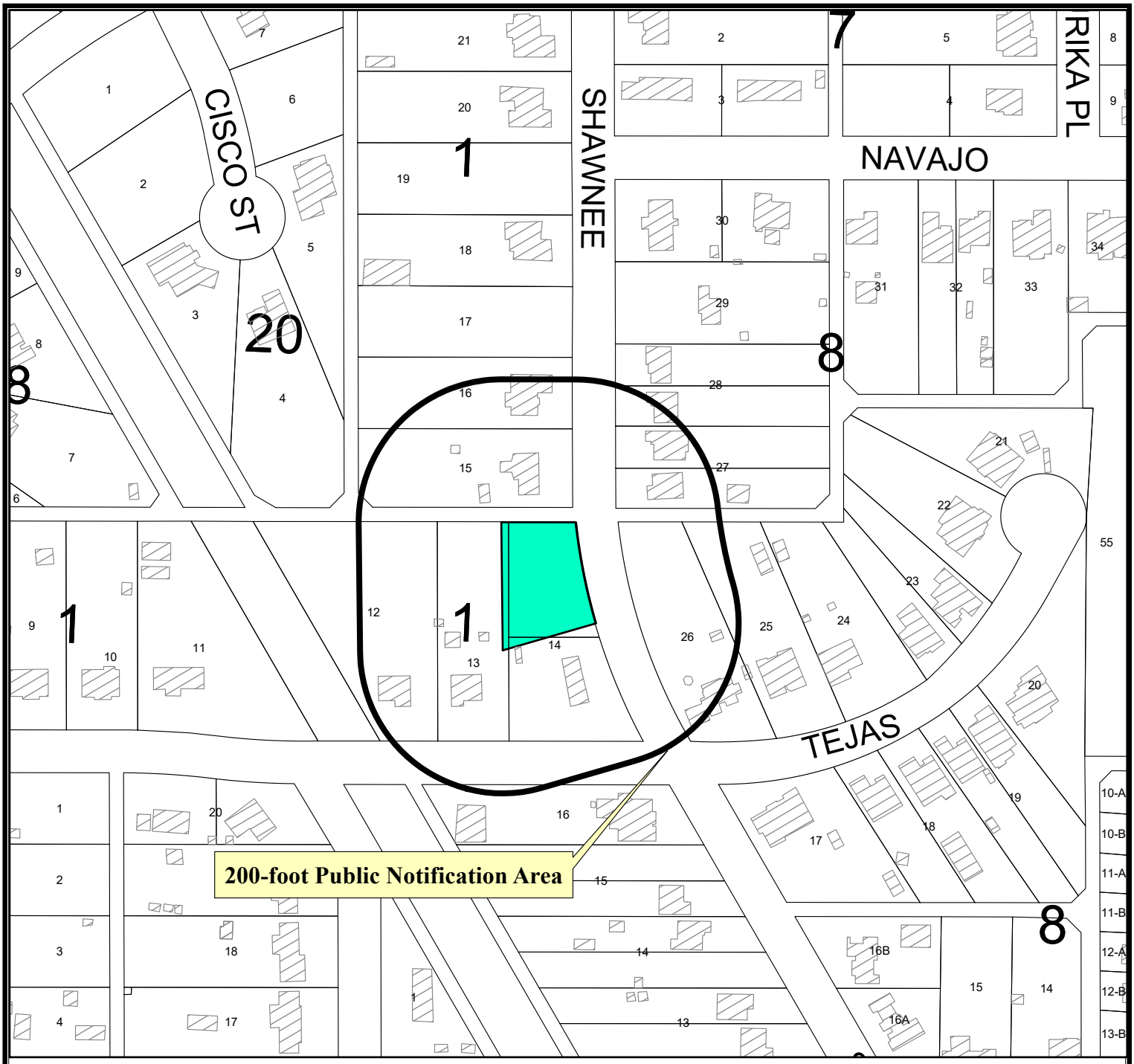
1. *SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.*
2. *APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.*
3. *BASIS OF BEARINGS, COORDINATES AND DISTANCES ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983.*
4. *IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS, IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASED.*

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES

1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

349 RANCH ESTATES ADDITION, SECTION 23

Drawing : F:\2021\210035-CASEY JONES-349 RANCH ESTATES RE-PLAT\DRAWINGS\PLAT\210035 PRELIMINARY PLAT.DWG Last Saved By: Paladin on 5/3/21



LOCATION MAP

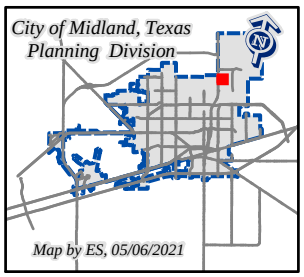
Z-21-0243 **Scale: 1" = 250'**

Consider a request by SRP Properties, LLP for a zone change from AE, Agricultural Estate District to SF-3, Single Family Dwelling District on the northern 0.43 Acres portion of Lot 14, Block 1, 349 Ranch Estates, City and County of Midland, Texas

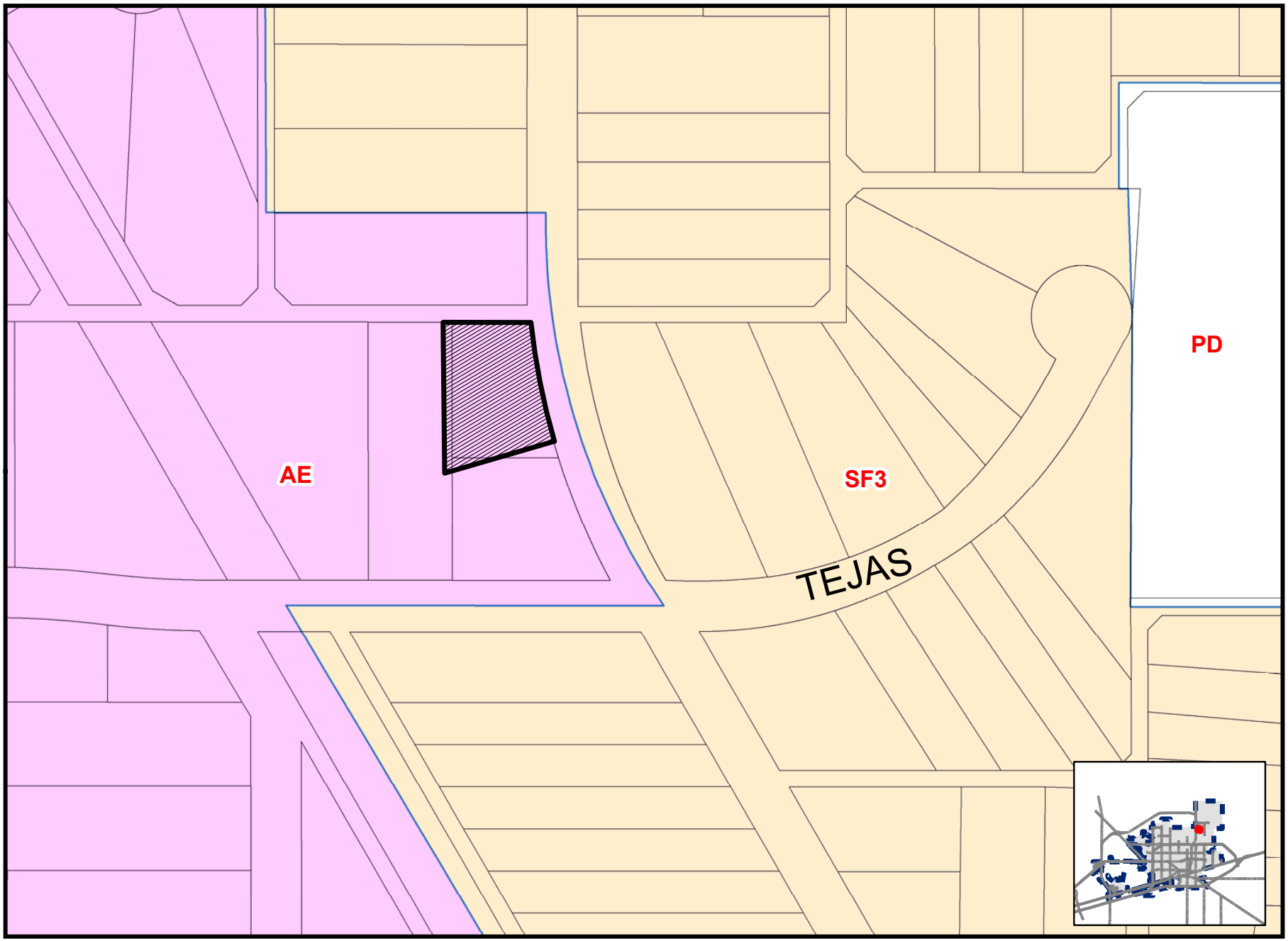
Generally located on the west side of Shawnee, approximately 175 feet north of Tejas. Council District 1

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



August 10, 2021



Map By ES, 04/07/2021

Z-21-0243

Scale: 1" = 200'

ZONING MAP

NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.









City Council Meeting

Item Number: 26

Meeting Date: August 10, 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 THE NORTH HALVES OF TRACTS 12, 13 AND 14, HILLCREST ACRES, AND THE ENTIRETY OF LOT 2, BLOCK 3, HILLCREST ACRES, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER AND HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF ANDREWS HIGHWAY, APPROXIMATELY 170 FEET EAST OF WOODCREST 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 (COUNCIL DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

The applicant is requesting this zone change to PD, Planned Development District for an Office Center and Housing Development, to develop Safe Place of Midland's Campus.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Surrounding Zoning and Land Use:

The properties to the north across Andrews Highway are zoned SF-1, Single-Family Dwelling District and the location of residences, and O-1, Office District, and the location of a vacant lot.

The property to the east is zoned SF-1, Single-Family Dwelling District and the location of a residence. The properties to the south are zoned SF-1, Single-Family Dwelling District and the location of residences. The properties to the west are zoned PD, Planned District for an Office Center and the location of the Midland Central Appraisal District, and LI, Light Industrial District, and the location of a vacant lot.

Discussion:

The applicant is requesting this zone change to PD, Planned Development District for an Office Center and Housing Development, to develop Safe Place of Midland's Campus.

The proposed site plan (Exhibit A) shows approximately 49,600 square feet of buildings, including for administration, childcare, a future activity center, and twenty-four (24) individual living units, for victims of domestic violence. Seventy (70) parking spaces are proposed throughout the campus.

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:

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.

Transportation: (Approved with Conditions)

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.

Fire: (Approved)

No objections.

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.

Planning:

Per the Future Land Use map, this location is designated as Urban Medium; which calls for a mix of housing types, neighborhood and community commercial, office, and service 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 July 6, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of the zone change from SF-1, Single-Family Dwelling District to PD, Planned Development District for an Office Center and Housing Development, subject to conditions A through F.

Conditions:

A. That the use and development of this property shall conform to the regulations of the O-1, Office District, except as stated below.

B. That this property shall conform to the site plan, which is attached hereto and incorporated herein as Exhibit A.

C. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

D. That the signage for this property shall conform to the regulations set forth in Title XI, Chapter 7a. of the City Code.

Letters of Objection:

As of July 21, 2021, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE NORTH HALVES OF TRACTS 12, 13 AND 14, HILLCREST ACRES, AND THE ENTIRETY OF LOT 2, BLOCK 3, HILLCREST ACRES, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER AND HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF ANDREWS HIGHWAY, APPROXIMATELY 170 FEET EAST OF WOODCREST DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning the north halves of Tracts 12, 13 and 14, Hillcrest Acres, and the entirety of Lot 2, Block 3, Hillcrest Acres, Section 10, City and County of Midland, Texas (the "Property") to PD, Planned Development District for an Office Center and Housing Development and adopting a site plan therefor, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from SF-1, Single-Family Dwelling District to PD, Planned Development District for an Office Center and Housing Development.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the

O-1, Office District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

B. That the landscaping shown in Exhibit "A" shall be considered illustrative. The landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

C. That the signs on the Property 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 _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

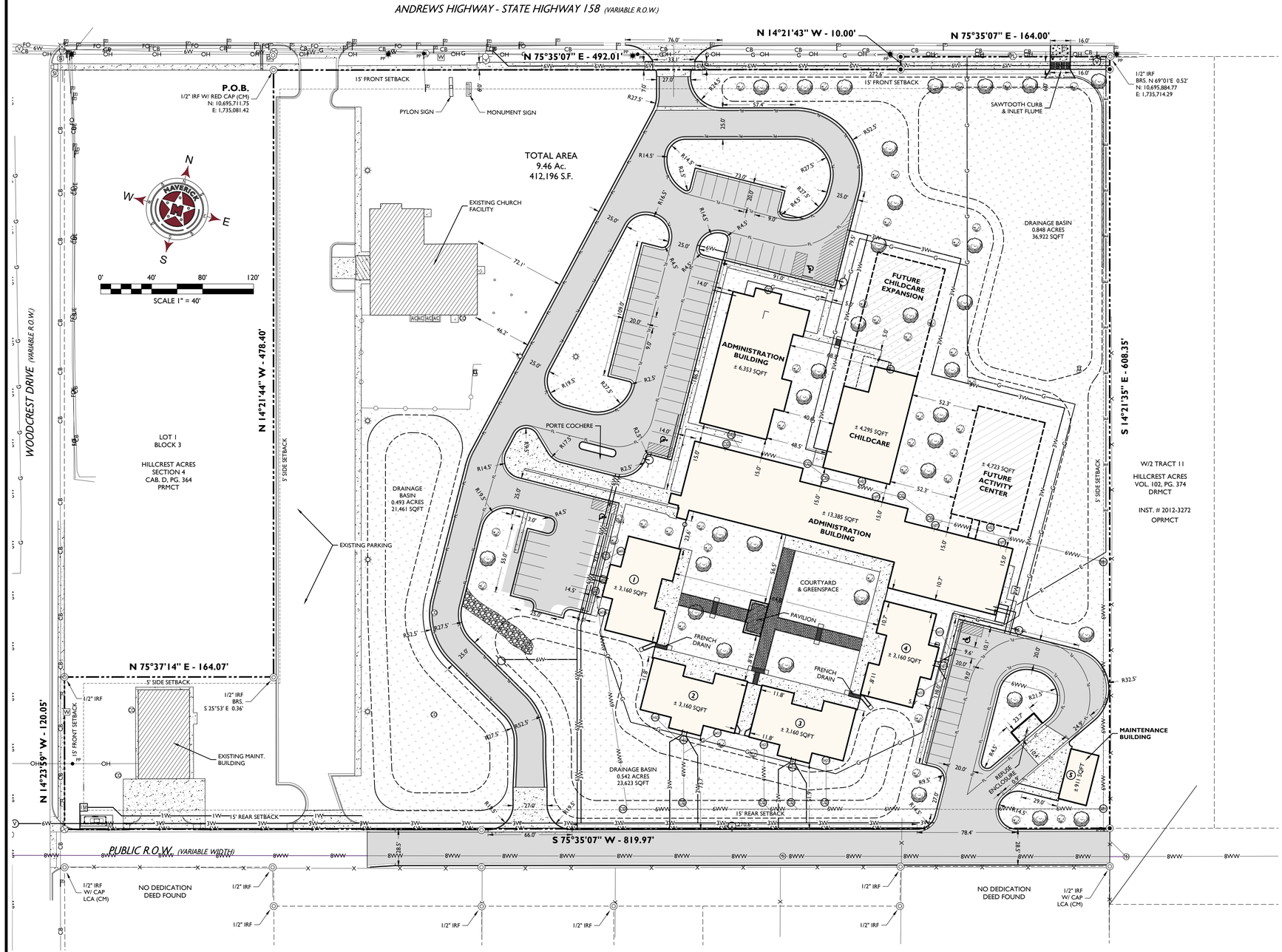
APPROVED AS TO CONTENT
AND COMPLETENESS:

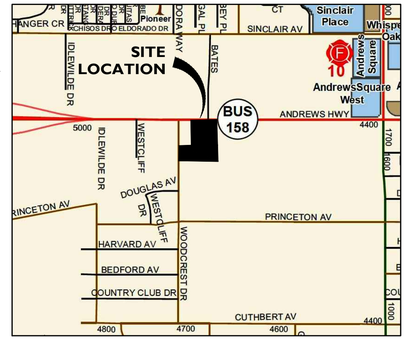
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"





VICINITY MAP

N.T.S.

DEVELOPMENT NOTES:

- GENERAL: SITE PLAN IS FOR A PROPOSED PLANNED DISTRICT FOR VICTIMS OF DOMESTIC VIOLENCE AND INCLUDES OFFICE SPACE, CONFERENCE SPACES, SHELTER SUPPORT SPACES ALONG WITH TEMPORARY TRANSIENT HOUSING ALL WITHIN AN EVENTUAL ± 49,600 (INCLUDING FUTURE ACTIVITIES BUILDING AND DOUBLING THE SIZE OF THE CHILDCARE BUILDING) SQUARE FEET OF NEW BUILDING CONSTRUCTION ALL LOCATED ON TRACTS 11-14, AND LOT 2, BLOCK 3, HILLCREST ACRES AND HILLCREST ACRES, SECTION 10 RESPECTIVELY, AND AS EXHIBITED BY THE PENDING PRELIMINARY REPLAT KNOWN AS HILLCREST ACRES, SECTION 14, CITY & COUNTY OF MIDLAND, TEXAS. THE SITE IS LOCATED NEAR THE INTERSECTION OF ANDREWS HIGHWAY AND WOODCREST DRIVE IN WEST MIDLAND. THE DEVELOPMENT IS CURRENTLY ZONED SF-1 FOR A SINGLE FAMILY DISTRICT AND IS PROPOSED FOR A PD, WITH AN "OFFICE DISTRICT 1" (O-1) UNDERLYING.
- DEVELOPMENT: THE DEVELOPMENT WILL INITIALLY CONSIST OF EIGHT NEW STRUCTURES AS SHOWN AND A FUTURE PHASE WHICH WILL INCLUDE A PROPOSED ADDITION TO THE CHILDCARE FACILITIES AND NEW CAMPUS ACTIVITY CENTER.
- BUILDING HEIGHT: THE STRUCTURE IS PLANNED TO BE MULITPLE STRUCTURES ORIENTED IN A CAMPUS LAYOUT INTENDED FOR OFFICE USE AND HOUSING VICTIMS OF DOMESTIC VIOLENCE. ALL BUILDINGS PROPOSED NOT TO EXCEED 25' (TWENTY FIVE FEET) IN MAXIMUM HEIGHT. BUILDING SETBACK REQUIREMENTS AS SHOWN. 15' (FIFTEEN) FRONT AND 5' (FIVE) SIDE YARD SETBACKS.
- ACCESS: THE SITE IS PLANNED FOR THREE (3) ACCESS POINTS, ONE TO THE NORTH ACCESSING ANDREWS HIGHWAY. AND TWO TO THE SOUTH ACCESSING A PROPOSED BACKAGE ROAD IN AN EXISTING PUBLIC RIGHT-OF-WAY. ALL ACCESS POINTS ARE PLANNED FOR BOTH INGRESS AND EGRESS. THE FOLLOWING EASEMENTS ARE PLANNED TO GRANT ACCESS; UTILITY ACCESS EASEMENT, BLANKET GARBAGE COLLECTION & FACILITIES MAINTENANCE EASEMENT, PEDESTRIAN ACCESS EASEMENTS.
- FIRE ACCESS: ACCESS FOR FIRE TRUCKS WILL BE ALONG THE PROVIDED 20 FT FIRELANE CORRIDOR.
- PARKING: ON-SITE PARKING WILL BE PROVIDED WITH 70 STANDARD PARKING SPACES, AND AN ADDITIONAL 4 ACCESSIBLE PARKING SPACES.
- TRASH: TRASH ENCLOSURES WILL BE IN COMPLIANCE WITH THE CITY OF MIDLAND REQUIREMENTS. ON-SITE TRASH COLLECTION WILL BE COLLECTED BY THE CITY OF MIDLAND UTILIZING SIDE LOADING TRUCKS.
- UTILITIES: PUBLIC UTILITIES ARE NOT PRESENT. NEW WATER & SEWER SERVICE TAPS WILL BE REQUIRED
- DRAINAGE: STORM WATER RUNOFF WILL BE DETAINED SO AS NOT TO INCREASE EXISTING PEAK RUNOFF WITHIN BASINS AS PROPOSED.

LANDSCAPE NOTES:

- LANDSCAPING ELEMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATIVE PURPOSES ONLY, AND DOES NOT NECESSARILY REFLECT THE FINAL DESIGN LANDSCAPING.
- THE LANDSCAPE PLAN THAT WILL BE SUBMITTED FOR CITY APPROVAL WILL BE IN COMPLIANCE WITH CITY STANDARDS.

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- DENOTES BUILDING

FEMA FIRM NOTES:

COMMUNITY NUMBER	PANEL NUMBERS	SUFFIX	DATE OF FIRM	ZONE	BASE FLOOD ELEVATION
48329	182 & 069	F	09/16/2005	X	N/A

PRELIMINARY REVIEW:

THESE PLANS ARE FOR THE PURPOSES OF INTERIM/PRELIMINARY REVIEW. THEY SHALL NOT BE USED FOR THE PURPOSES OF CONSTRUCTION.

MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

REVISIONS	BY	APPR.	DATE
06/03/2021 COURTYARD UPDATE			
06/21/2021 CALLOUTS			

DRAWN BY: PRH
CHECKED BY: ADH
APPROVED BY: ALM
DATE: 05/26/2021
JOB: 20036

PD ZONING SITE PLAN

SAFE PLACE OF MIDLAND

A 9.46-ACRE TRACT, BEING THE WEST HALF OF THE NORTH HALF OF TRACT 11 AND THE NORTH HALF OF TRACTS 1, 13, AND 14, HILLCREST ACRES, AND ALL OF LOT 2, BLOCK 3, HILLCREST ACRES, SECTION 10, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

SHEET SP-01 OF 01

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-21-0244

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Safe Place of the Permian Basin		Phone (432) 522-7202 Email cwayland@safeplacenow.com	
Address PO Box 11331	City Midland	State TX	Zip 79702

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Paladin Huckaba		Phone (432) 262-0999 Email phuckaba@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Street Address: 4629, 4625, 4623, 4613 Andrews Hwy

Legal Description
Lot: Block: Subdivision: Hillcrest Acres

Current Zoning: SF1

Proposed Zone: PD (O-1 underlying)
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Support the development of vacant acreage to expand the community service mission of Safe Place of Midland with new admin building, childcare, and shelter housing.

Present Use of Property: Vacant

Proposed Use of Property: Shelter housing, childcare, administration building with offices

How would this zone change affect the public health, safety and welfare? Will contribute to the ability of Safe Place to expand it's mission and assistance to the community for those in need

Describe how conditions affecting the property have changed since present zoning designation: No known change

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): Carole Wayland	Date: 6/8/21
Property Owner (printed): Carole Wayland	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Site, Place of the Permian Basin, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 9th day of June, 2021, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
Kelsey Ann Stine
My Commission Expires
02/19/2022
ID No. 131456388

Kelsey Ann Stine
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

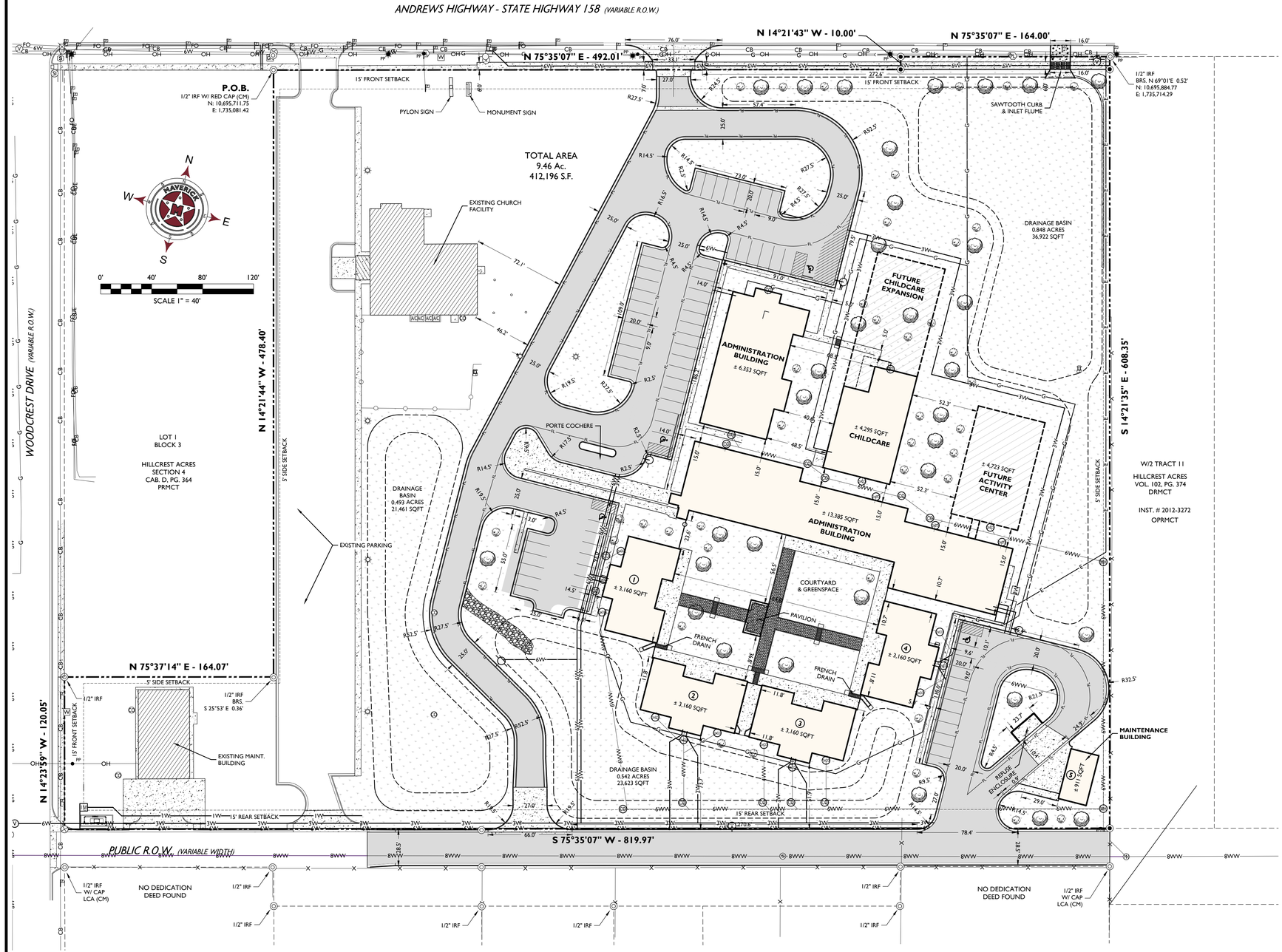
FOR OFFICE USE ONLY

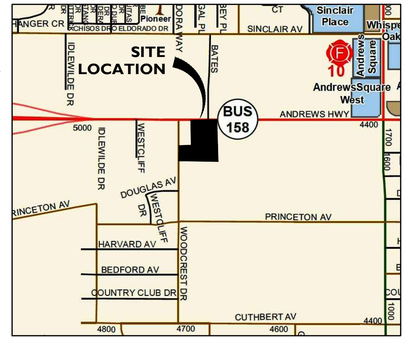
- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 3445
- ☑ Dimensioned Site Plan
- ☐ Plans in Digital Format (PDF/JPEG)

Received By: Joseph Maynard Date:

RECEIVED
JUN 09 2021
BY:

****Application will not be considered for scheduling until reviewed by a planner.****





VICINITY MAP

N.T.S.

DEVELOPMENT NOTES:

- GENERAL: SITE PLAN IS FOR A PROPOSED PLANNED DISTRICT FOR VICTIMS OF DOMESTIC VIOLENCE AND INCLUDES OFFICE SPACE, CONFERENCE SPACES, SHELTER SUPPORT SPACES ALONG WITH TEMPORARY TRANSIENT HOUSING ALL WITHIN AN EVENTUAL ± 49,600 (INCLUDING FUTURE ACTIVITIES BUILDING AND DOUBLING THE SIZE OF THE CHILDCARE BUILDING) SQUARE FEET OF NEW BUILDING CONSTRUCTION ALL LOCATED ON TRACTS 11-14, AND LOT 2, BLOCK 3, HILLCREST ACRES AND HILLCREST ACRES, SECTION 10 RESPECTIVELY, AND AS EXHIBITED BY THE PENDING PRELIMINARY PLAT KNOWN AS HILLCREST ACRES, SECTION 14, CITY & COUNTY OF MIDLAND, TEXAS. THE SITE IS LOCATED NEAR THE INTERSECTION OF ANDREWS HIGHWAY AND WOODCREST DRIVE IN WEST MIDLAND. THE DEVELOPMENT IS CURRENTLY ZONED SF-1 FOR A SINGLE FAMILY DISTRICT AND IS PROPOSED FOR A PD, WITH AN "OFFICE DISTRICT 1" (O-1) UNDERLYING.
- DEVELOPMENT: THE DEVELOPMENT WILL INITIALLY CONSIST OF EIGHT NEW STRUCTURES AS SHOWN AND A FUTURE PHASE WHICH WILL INCLUDE A PROPOSED ADDITION TO THE CHILDCARE FACILITIES AND NEW CAMPUS ACTIVITY CENTER.
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COMMUNITY NUMBER	PANEL NUMBERS	SUFFIX	DATE OF FIRM	ZONE	BASE FLOOD ELEVATION
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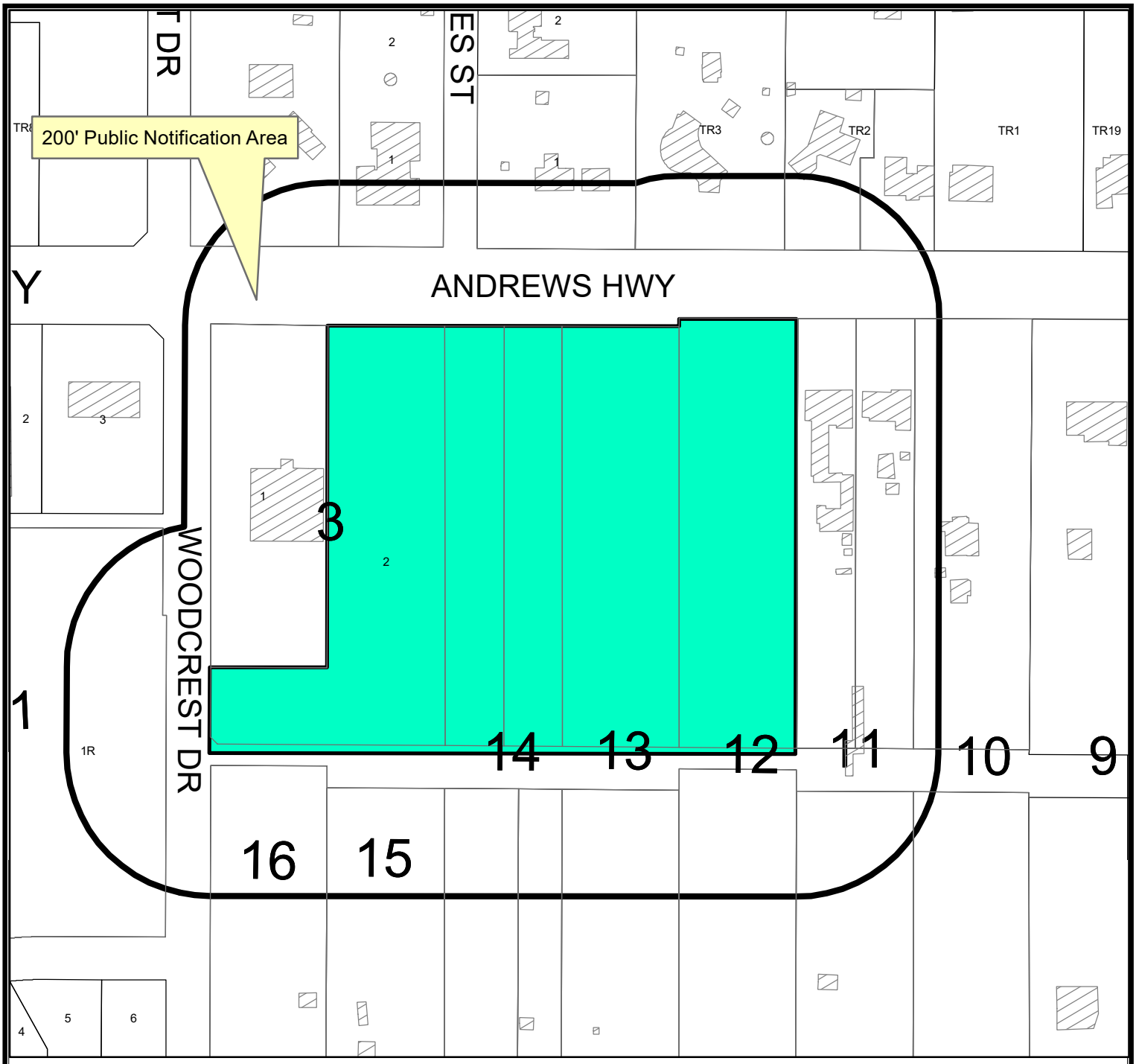
REVISIONS	BY	APPR.	DATE
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DRAWN BY: PRH
CHECKED BY: ADH
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JOB: 20036

PD ZONING SITE PLAN
SAFE PLACE OF MIDLAND

A 9.46-ACRE TRACT, BEING THE WEST HALF OF THE NORTH HALF OF TRACT 11 AND THE NORTH HALF OF TRACTS 1, 13, AND 14, HILLCREST ACRES, AND ALL OF LOT 2, BLOCK 3, HILLCREST ACRES, SECTION 10, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

SHEET SP-01 OF 01



LOCATION MAP

Z-21-0244 **Scale: 1" = 200'**

Consider a request by Safe Place of the Permian Basin for a zone change from SF-1, Single-Family Dwelling District, to PD Planned Development District for an Office Center and Housing Development, on the north half of Tracts 12, 13, and 14, Hillcrest Acres; and Lot 2, Block 3, Hillcrest Acres, Section 10; City and County of Midland, Texas.

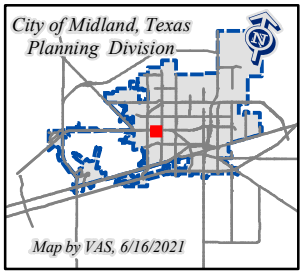
Generally located on the south side of Andrews Highway, approximately 1700 feet east of Woodcrest Drive. (Council District 4)

LEGEND

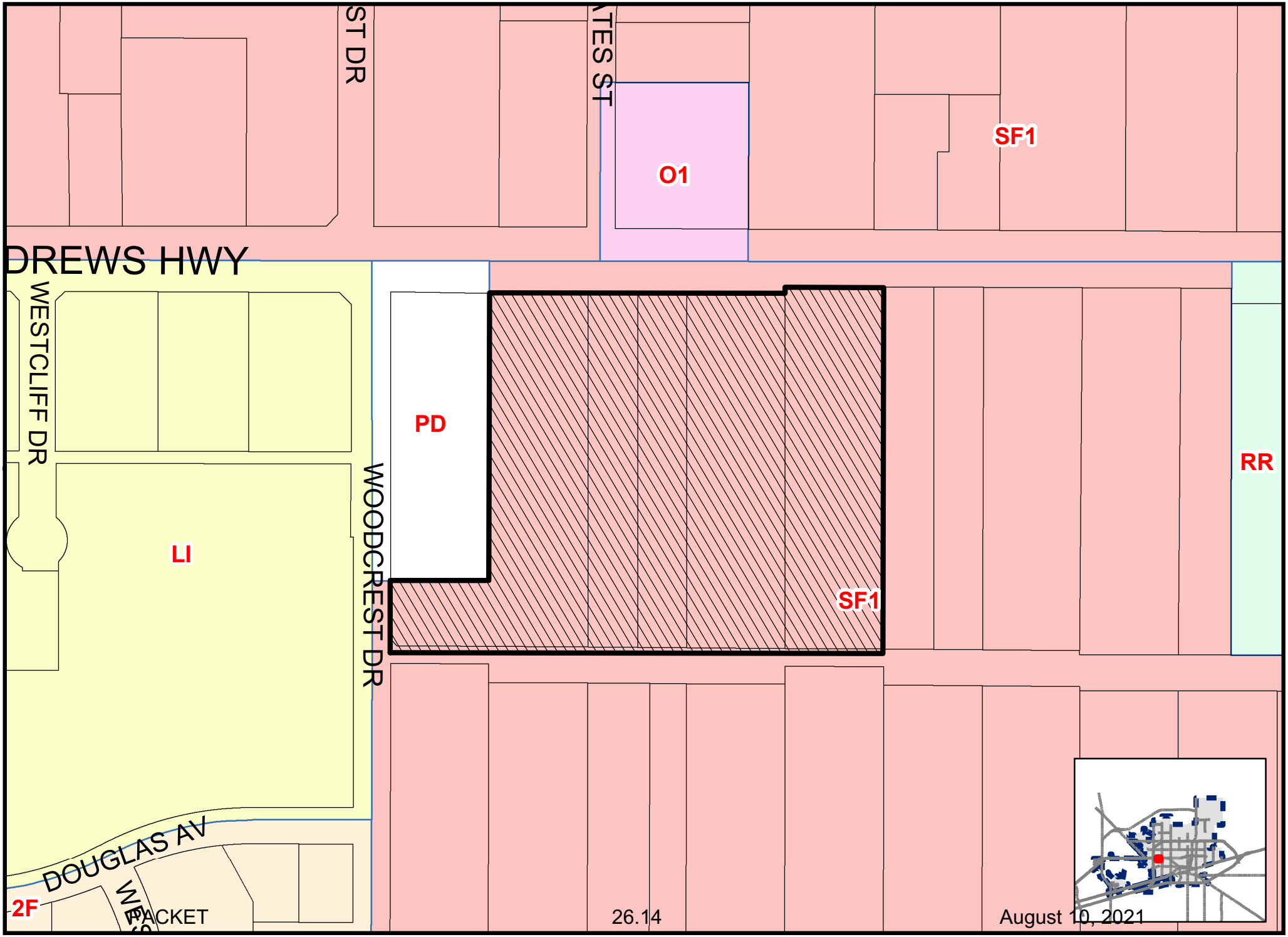
CITY LIMITS

PARCEL

PRIVATE BLDGS



©THE CITY OF MIDLAND - 2020
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY NOR IS IT DESIGNED TO BE USED AS THE PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By VAS, 6/16/2021

Z-21-0244

Scale: 1" = 200'

ZONING MAP

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City Council Meeting

Item Number: 27

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Kelly Martinez, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 3, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MADISON STREET, APPROXIMATELY 97 FEET SOUTH OF SOUTH STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Jose Chavez is requesting to rezone the property located at 509 N. Madison Street to allow for the construction of a residential home.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Current Zoning:

LI, Light Industrial District

Surrounding Zoning and Land Use:

The property to the north is zoned SF-3, Single-Family Dwelling District, and is the location of a

single-family home. The properties to the east, south, and west are zoned LI, Light Industrial District, and are the locations of the City's fuel station, vacant land, and a residential home.

Analysis:

The applicant is requesting to rezone the property from LI, Light Industrial District to SF-3, Single-Family Dwelling District, to allow for the construction of a residential home. The property meets the minimum lot size requirements for the SF-3, Single Family Dwelling District.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

No issues. A demolition permit will be required for the removal of existing structure. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, “Future Land Use Map” as it designates this area for urban medium. This designation calls for a mix of uses that include single-family and commercial development.

This request was approved at the July 6, 2021 Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change from LI, Light Industrial District to SF-3, Single-Family Dwelling District, subject to condition A.

Letters of Objection:

Staff has not received any letters of objection as of July 21, 2021.

Attachments:

Application
Maps

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 3, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MADISON STREET, APPROXIMATELY 97 FEET SOUTH OF SOUTH STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 2, Block 3, Moody Addition, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from LI, Light Industrial District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0242

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jose Chavez		Phone (575) 694-3413 Email ferre-chavez@ymail.com	
Address 1206 E Pennsylvania	City Midland	State TX	Zip 79701

Property Owner Printed Name: Jose Chavez		Phone (575) 694-3413 Email ferre-chavez@ymail.com	
Address 1206 E Pennsylvania	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 509 N Madison

Legal Description
Lot: 2 Block: 3 Subdivision: Moody Addition

Current Zoning: LI	**Proposed Zone:** SF3 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: New build

Present Use of Property: Vacant

Proposed Use of Property: Residential

How would this zone change affect the public health, safety and welfare? N/A

Describe how conditions affecting the property have changed since present zoning designation:

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

RECEIVED
JUN 0 2 2021
BY: .....

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): Jose Chavez	Date: 6-2-21
Property Owner (printed) : ~~Jose Chavez~~ Jose Chavez	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

y _____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization ☐ Dimensioned Site Plan

☒ Application Fee ☐ Plans in Digital Format (PDF/JPEG)

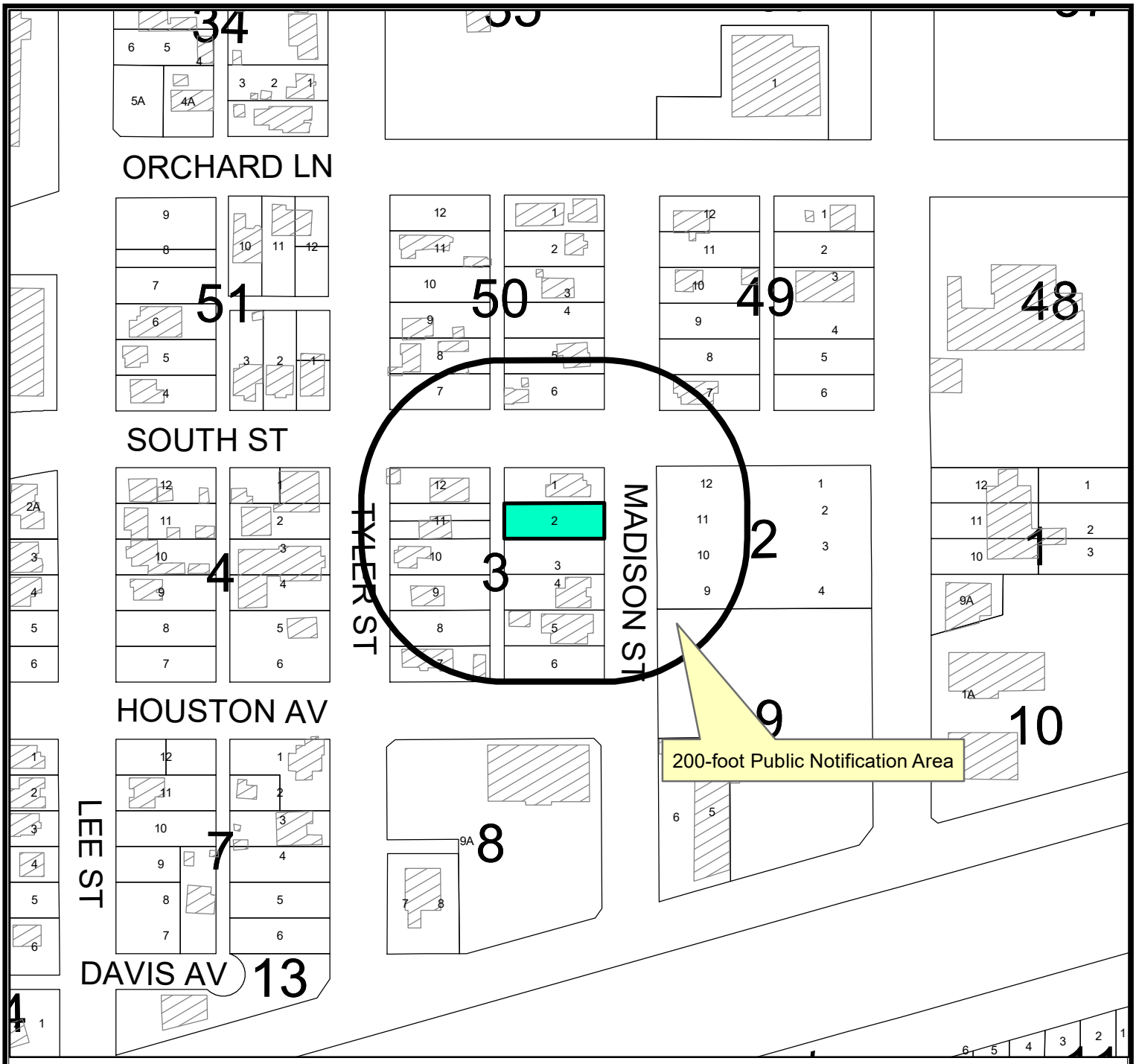
Check # CC

Received By: DK

RECEIVED
JUN 02 2021
BY: .....

Date:

Application will not be considered for scheduling until reviewed by Planner.



LOCATION MAP

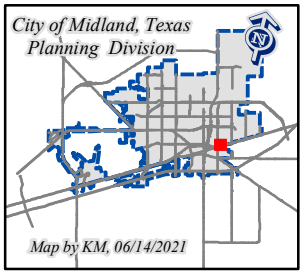
Z-21-0242 **Scale: 1" = 200'**

Consider a request by Jose Chavez for a zone change from LI, Light Industrial District to SF-3, Single-Family Dwelling District on Lot 2, Block 3, Moody Addition, City and County of Midland, Texas.

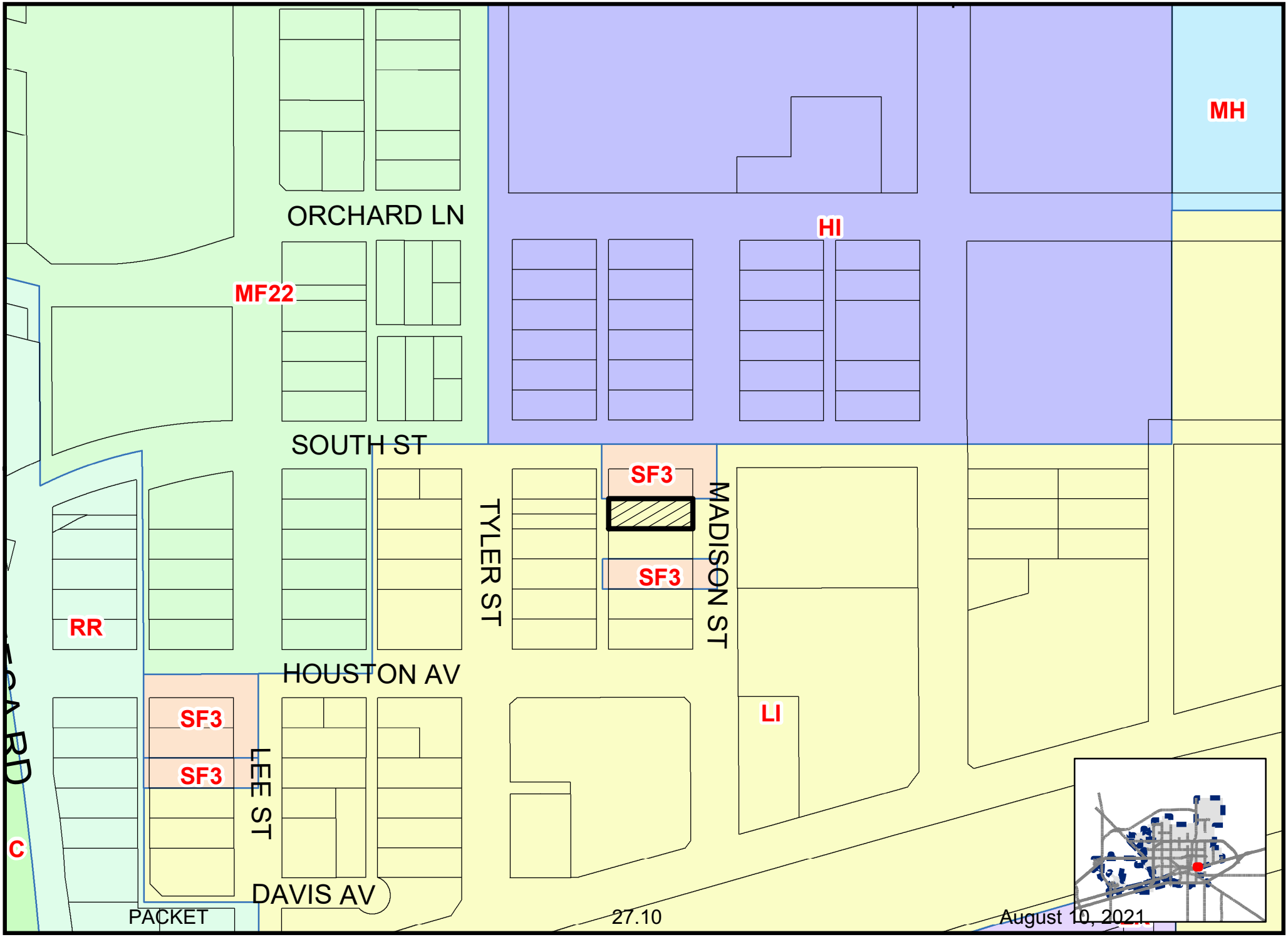
Generally located on the west side of N. Madison Street, approximately 97-feet south of South Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



August 10, 2021



Map By KM, 06/14/2021

Z-21-0242

Scale: 1" = 200'

ZONING MAP

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STOP


DO NOT
ENTER
DO NOT
ENTER




HOME OF BERNARDS

City Council Meeting

Item Number: 28

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: **AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 16, BLOCK 2, EASTOVER ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF JESSE STREET AND EAST ILLINOIS AVENUE), BY PERMITTING A REDUCED MINIMUM LOT AREA, A REDUCED MINIMUM LOT WIDTH, AND A REDUCED MINIMUM LOT DEPTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; 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 2) (DEVELOPMENT SERVICES)**

Purpose:

The applicant Leyda Medina, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum lot dimensions to be able to rezone her property to SF-3, Single Family Dwelling District.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant's property is located 214 Jesse Street and the location of vacant land. The applicant is requesting a special exception to the minimum lot dimensions for the proposed SF-3, Single Family District in order to proceed with her application of rezoning her property to be able to build a single family home.

The property is currently zoned MF-22, Multiple Family Dwelling District and does not meet the minimum lot dimensions for either its current district, or the proposed district.
Per our City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart:

SF-3, Single Family Dwelling District

Lot Dimensions for a corner lot

Minimum Lot Area:
5,500 Square Feet

Minimum Lot Width:
55 Feet

Minimum Lot Depth:
100 Feet

As shown on Eastover Addition, Section 2 plat, this property is currently 40 feet wide and 80 feet deep.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

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.

Traffic: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Fire: (Approved)

No objections.

Code Compliance: (Approved)

No Oil or Gas issues.
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.

Planning Analysis:

While this request represents a deviation from the existing Zoning Ordinance, due to the unique circumstances surrounding the lot in question, staff is recommending approval of this application for a Special Exception to the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart. This lot has been platted and zoned in a way that prohibits development, therefore, the City has inadvertently forced this property and others around it to remain vacant under the current zoning ordinance. During the initial adoption period of the new zoning ordinance, there were several lots in this area that were re-zoned to SF-3, single family dwelling district that fell into this same issue. Additionally, the area has dispersed single family housing that was developed before the new zoning ordinance took effect, therefore, approving this special exception to allow development of this property as a single family home would fit with the character of the neighborhood.

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, “Future Land Use Map” as it designates this area for Urban Residential-Medium, a classification which calls for “a mix of housing styles including single-family detached, single-family attached, and townhouses.” This special exception would allow for the development of a single family residence on this lot that would otherwise remain vacant.

Due to these factors, staff is recommending approval of this special exception subject to conditions A through D.

Conditions:

A. That the minimum lot area of this property shall be 3,200 square feet.

B. That the minimum lot width shall be 40 feet.

C. That the minimum lot depth shall be 80 feet.

D. That said special exception shall be of no force or effect unless and until the Property is rezoned as described in Section One of this ordinance.

Letters of Objection:

As of July 21, 2021, staff has not received any letters of objection

Attachments:

Eastover Addition, Section 2 Plat
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 16, BLOCK 2, EASTOVER ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF JESSE STREET AND EAST ILLINOIS AVENUE), BY PERMITTING A REDUCED MINIMUM LOT AREA, A REDUCED MINIMUM LOT WIDTH, AND A REDUCED MINIMUM LOT DEPTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT; 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

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Code, pursuant to Section 11-1-7, for the

purposes herein stated, subject to special conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property described as Lot 16, Block 2, Eastover Addition, Section 2, City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum lot area, a reduced minimum lot width, and a reduced minimum lot depth in the event that the Zoning District Map of the City of Midland, Texas, is amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That said special exception is subject to the following special conditions:

A. That the Property's minimum lot area shall be 3,200 square feet.

B. That the Property's minimum lot width shall be 40 feet.

C. That the Property's minimum lot depth shall be 80 feet.

D. That said special exception shall be of no force or effect unless and until the Property is rezoned as described in Section One of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

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., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

6

MIDLAND Planning Division

Special Exception Application

Project Number: E-21-0055

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Leyda Medina		Phone (432) 214-1453 Email l.arroyo4@yahoo.com	
Address 1200 e pennsylvania ave	City midland	State tx	Zip 79701

Property Owner Printed Name: leyda medina		Phone (432) 214-1453 Email l.arroyo4@yahoo.com	
Address 1200 e Pennsylvania ave	City Midland	State tx	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address:

Legal Description
Lot: 16 Block: 2 Subdivision: Eastover Addition, Section 2

Current Zoning: MF-22

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

X **Reason for Request:** ~~dese~~ to build a house.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): Leyda Medina	Date: 6/25/21
Applicant (printed): Leyda Medina	
Property Owner (signature): Leyda Medina	Date: 6/25/21
Property Owner (printed) : Leyda Medina	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

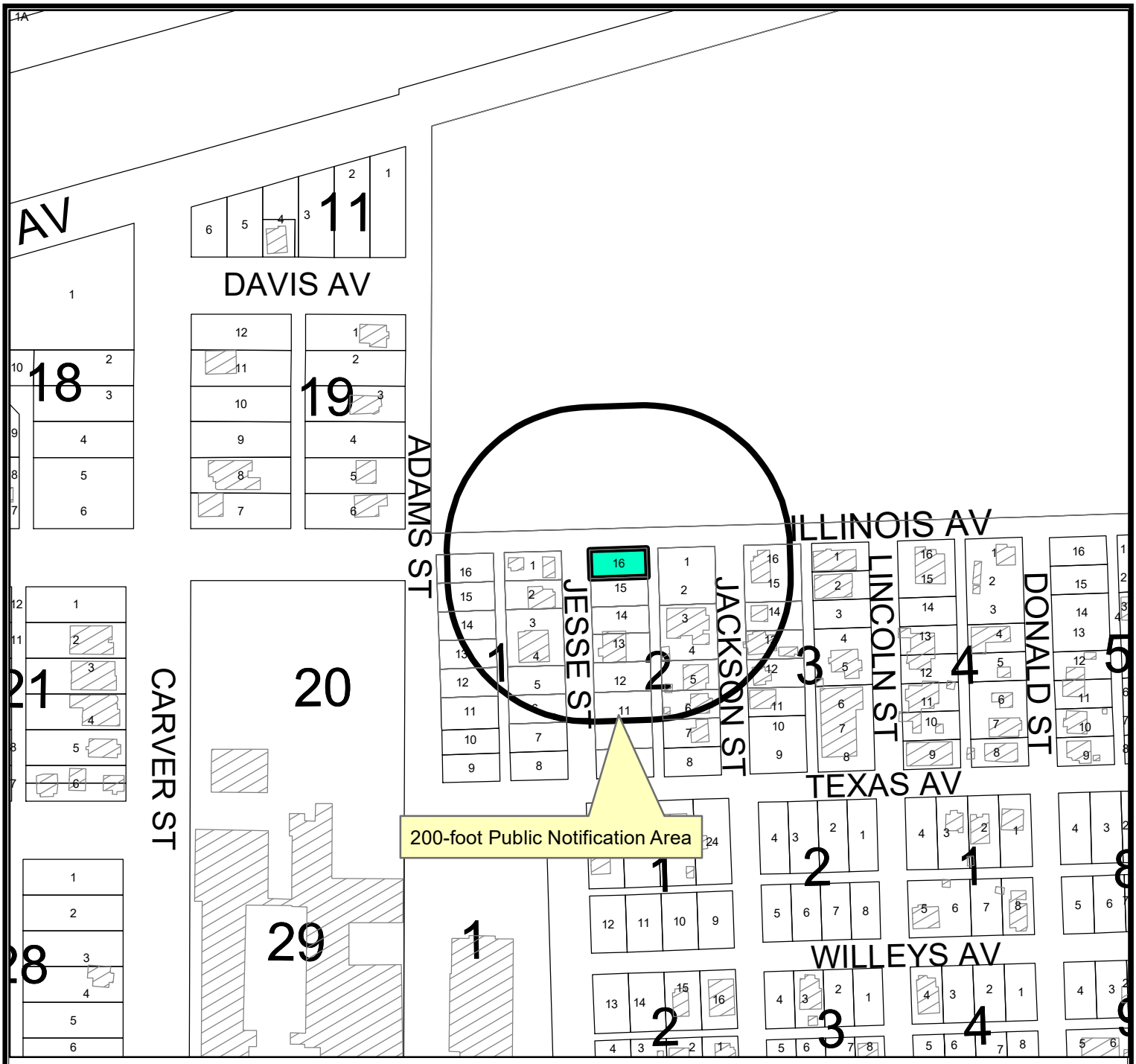
Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Dimensioned Site Plan
☑ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # Credit Card	
Received By: Joseph Marquez	Date: RECEIVED JUN 25 2021 BY:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

E-21-0055 **Scale: 1" = 200'**

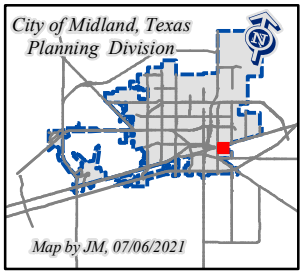
A request by Leyda Medina for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum lot dimensions on Lot 16, Block 2, Eastover Addition, Section 2, City and County of Midland, Texas.

Generally located on the southeast corner of the intersection of Jesse Street and East Illinois Avenue.

Council District 2

LEGEND

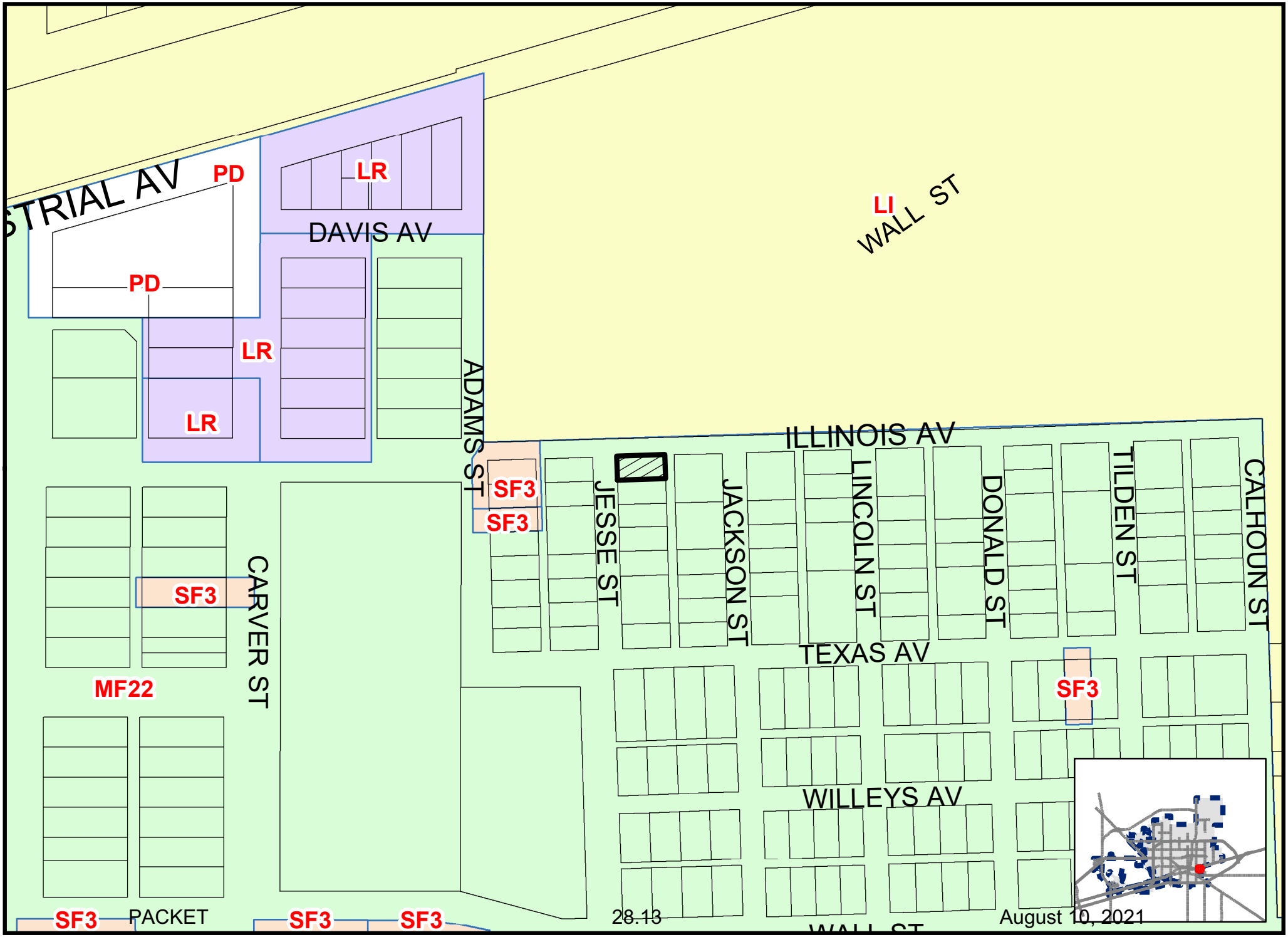
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ATTORNEY OPINION NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By JM, 07/13/2021

E-21-0055

Scale: 1" = 200'

ZONING MAP

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E Illinois Ave
STOP






211

City Council Meeting

Item Number: 29

Meeting Date: August 10, 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 3.093-ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 31, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-2, OFFICE DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF CHAMPIONS DRIVE AND NORTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

Purpose:

The applicant is requesting this zone change to RR, Regional Retail District, for future development.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned District for a Recreation Center and the location of the Scharbauer Sports Complex. The properties to the east across N. Loop 250

West, are zoned MF-16, Multiple-Family Dwelling District and the location of multi-family housing, and SF-2, Single-Family Dwelling District, and the location of residences. The properties to the south are zoned PD, Planned District for an Office Center and PD, Planned District for a Shopping Center, and the location of a vacant lot, and O-2, Office District, and the location of a parking lot. The property to the west is zoned O-2, Office District and the location of a vacant lot.

Analysis:

The applicant is requesting this zone change to RR, Regional Retail District, for future development.

This proposed project has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved)

Depending on the nature and scale of the proposed development, a Traffic Impact Analysis MAY be required prior to approval of construction drawings.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

The Future Land Use map in the Tall City Tomorrow Comprehensive Plan calls for Urban-High lot (U-H) in which these areas improve economic performance and opportunities for social interaction, by locating diverse and complementary uses in close proximity. Such as higher-density mix of housing, major commercial, office, and service uses, and limited industrial in suitable locations, and allows for a density of 12+ (DU/A).

This request has been recommended for approval by a unanimous vote at the July 19, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of the zone change from O-2, Office District to RR, Regional Retail District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the RR, Regional Retail District.

Letters of Objection:

As of July 28, 2021, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 3.093-ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 31, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-2, OFFICE DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF CHAMPIONS DRIVE AND NORTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 3.093-acre tract of land out of Lot 3, Block 6, Westridge Park Addition, Section 31, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property"), to RR, Regional Retail District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from O-2, Office District to RR, Regional Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council

member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

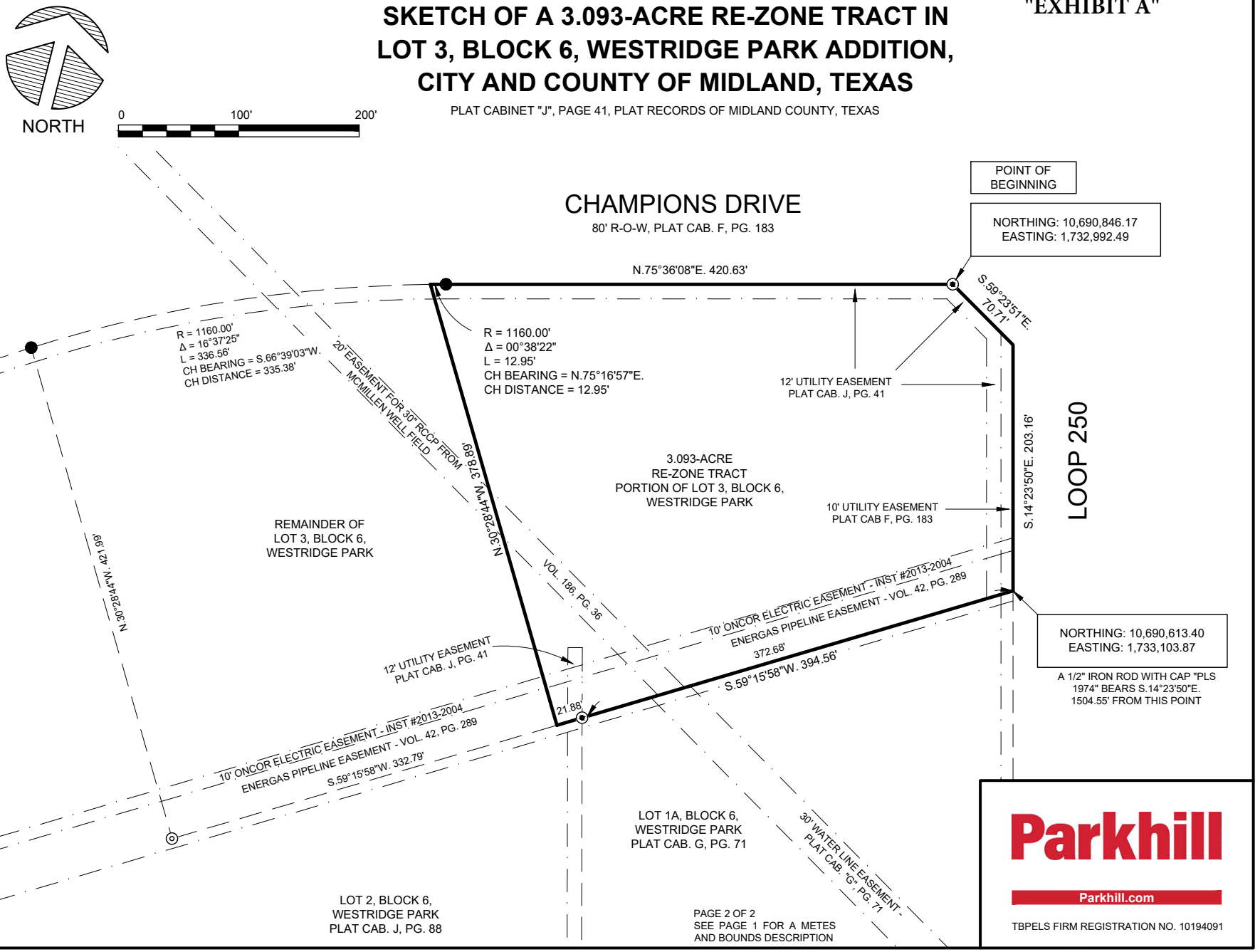
APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

"EXHIBIT A"

SKETCH OF A 3.093-ACRE RE-ZONE TRACT IN LOT 3, BLOCK 6, WESTRIDGE PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS

PLAT CABINET "J", PAGE 41, PLAT RECORDS OF MIDLAND COUNTY, TEXAS



PAGE 2 OF 2
SEE PAGE 1 FOR A METES AND BOUNDS DESCRIPTION

Parkhill

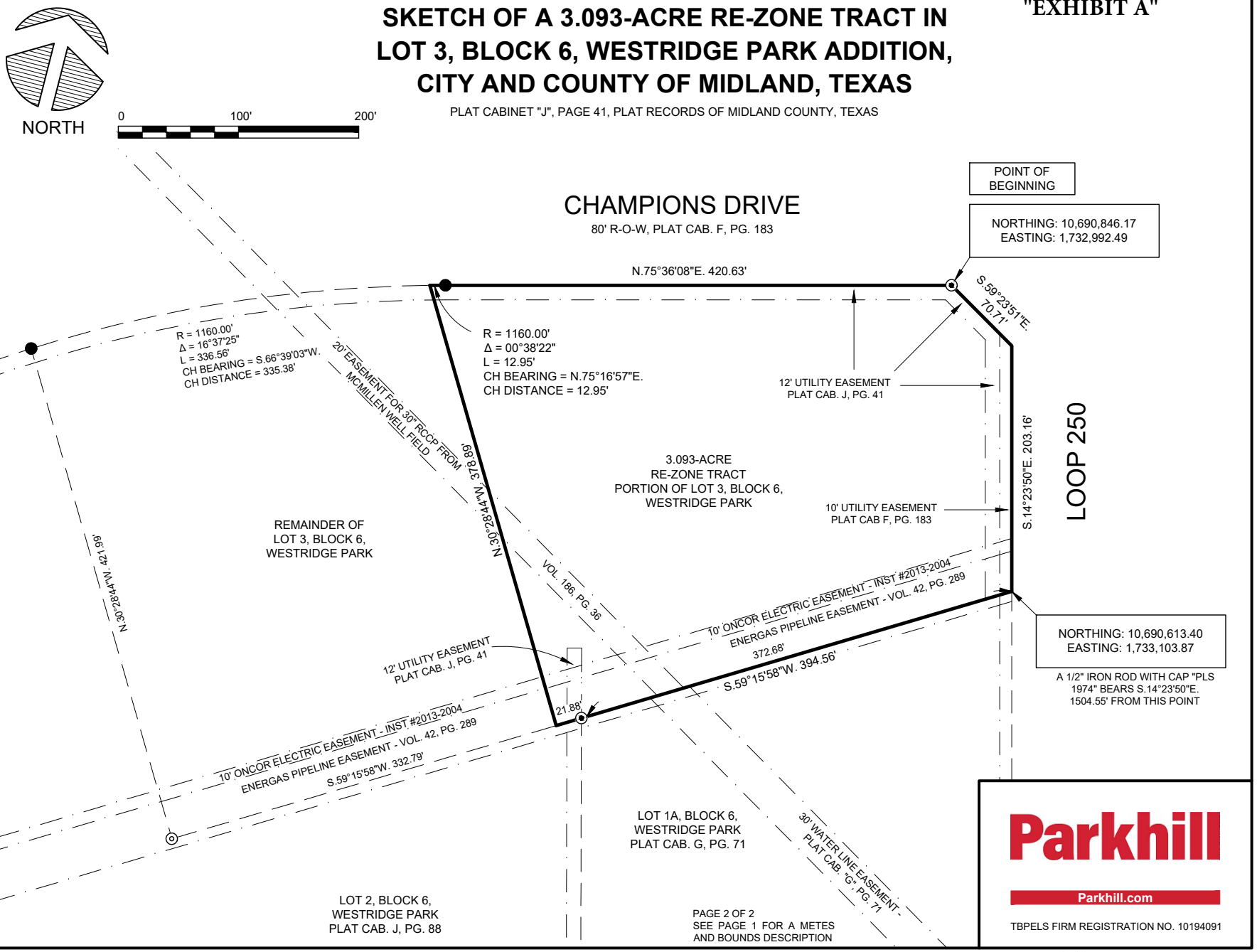
Parkhill.com

TBPELS FIRM REGISTRATION NO. 10194091

"EXHIBIT A"

SKETCH OF A 3.093-ACRE RE-ZONE TRACT IN LOT 3, BLOCK 6, WESTRIDGE PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS

PLAT CABINET "J", PAGE 41, PLAT RECORDS OF MIDLAND COUNTY, TEXAS



PAGE 2 OF 2
SEE PAGE 1 FOR A METES AND BOUNDS DESCRIPTION

Parkhill

Parkhill.com

TBPELS FIRM REGISTRATION NO. 10194091

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0247

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: FP Westridge Energy Plaza, LP		Phone (713) 266-1101 Email afeinsilver@pontikesdev.com	
Address 1885 St James Place, Suite 1100	City Houston	State TX	Zip 77056

Property Owner Printed Name: FP Westridge Energy Plaza, LP		Phone (713) 266-1101 Email afeinsilver@pontikesdev.com	
Address 1885 St James Place, Suite 1100	City Houston	State TX	Zip 77056

Representative *(if different from Applicant or Property Owner)* Firm: Parkhill Printed Name: Josh Wallender Job # 7061.21		Phone (432) 697-1447 Email jwallender@parkhill.com	
Address 1700 W. Wall Street, Suite 100	City Midland	State Tx	Zip 79701

Street Address: 5500 Champions Drive

Legal Description Please see attached metes and bounds
Lot: E 1/2 of 3 Block: 6 Subdivision: Westridge Park Addtion, Section 31

Current Zoning: O2	**Proposed Zone:** RR *(List by tracts if more than one district is requested)*

Reason for Annexation/Zone Change Request: To suit the zoning needs of the developer

Present Use of Property: Vacant land

Proposed Use of Property: Commercial

How would this annexation/zone change affect the public health, safety and welfare? No adverse effect

Describe how this annexation/zone change will affect adjacent properties: No adverse effect

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): Alan Feinsilver	Date: 6/19/21
Applicant (printed): ALAN FEINSILVER	
Property Owner (signature): Alan Feinsilver	Date: 6/19/21
Property Owner (printed) : ALAN FEINSILVER	

The Annexation/Initial Zoning shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Josh Wallender,Parkhill who, being by me duly sworn, upon oath says: That (s)he is authorized by FP Westridge Energy Plaza, LP, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 23 day of June, 2021, to certify which witness my hand and seal of office.

MIRNA A. GRANADOS
Notary Public, State of Texas
Comm. Expires 04-07-2024
Notary ID 130610784

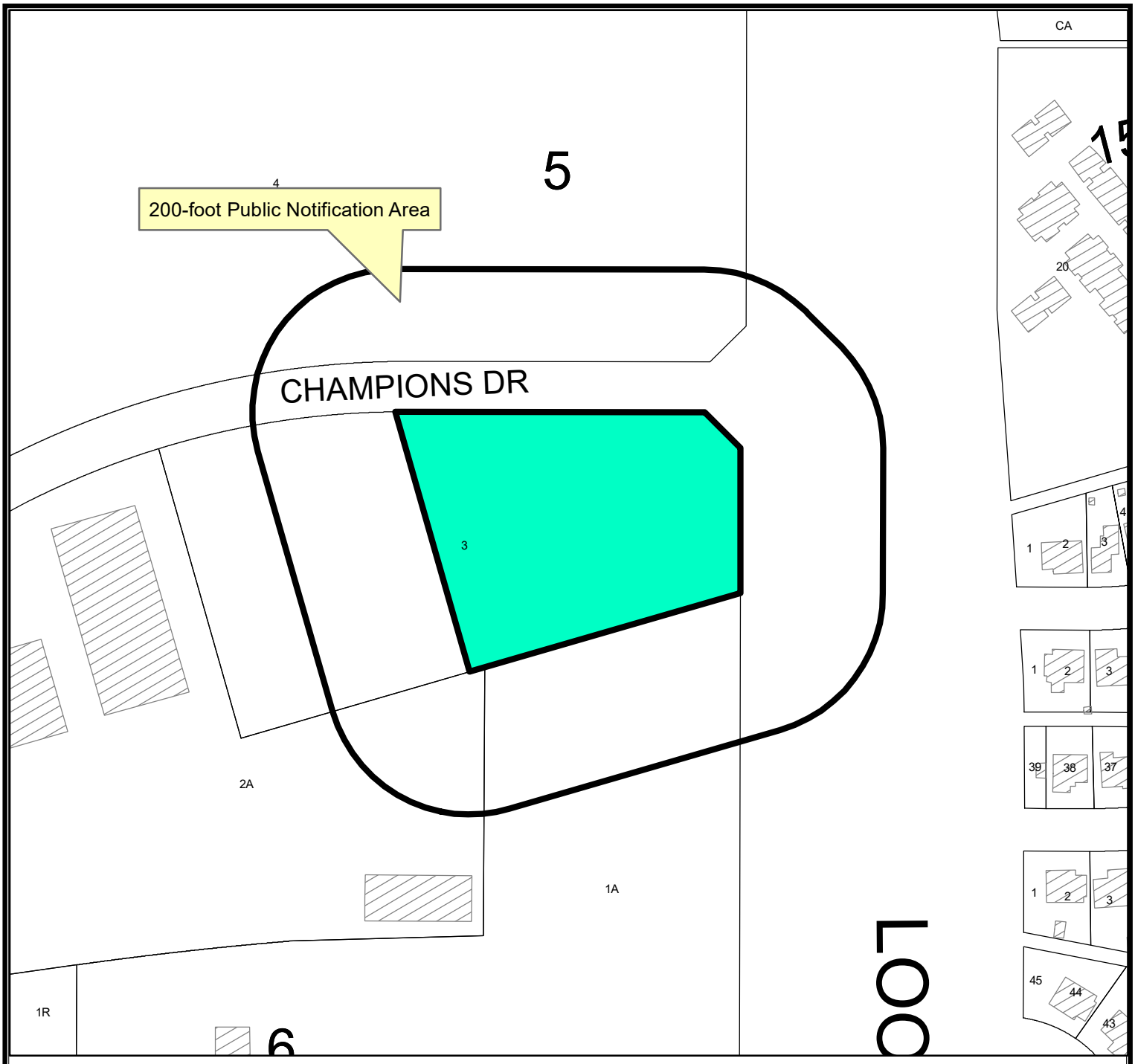
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Metes and Bounds (Sealed by Surveyor) not sealed
☑ Application Fee	☑ Files in Digital Format (PDF/JPEG)
Check # 001507	☐ Petition
Received By: Joseph Marquez	Date: RECEIVED JUN 22 2021
	BY:

RECEIVED
JUN 22 2021
BY:

Application will not be considered for scheduling until reviewed by staff.



LOCATION MAP

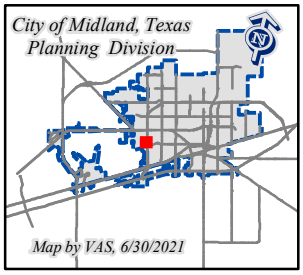
Z-21-0247 **Scale: 1" = 200'**

Consider a request by FP Westridge Energy Plaza LP, for a zone change from O-2, Office District, to RR, Regional Retail District, on the east 3.093 acres of Lot 3, Block 6, Westridge Park Addition, Section 31; City and County of Midland, Texas.

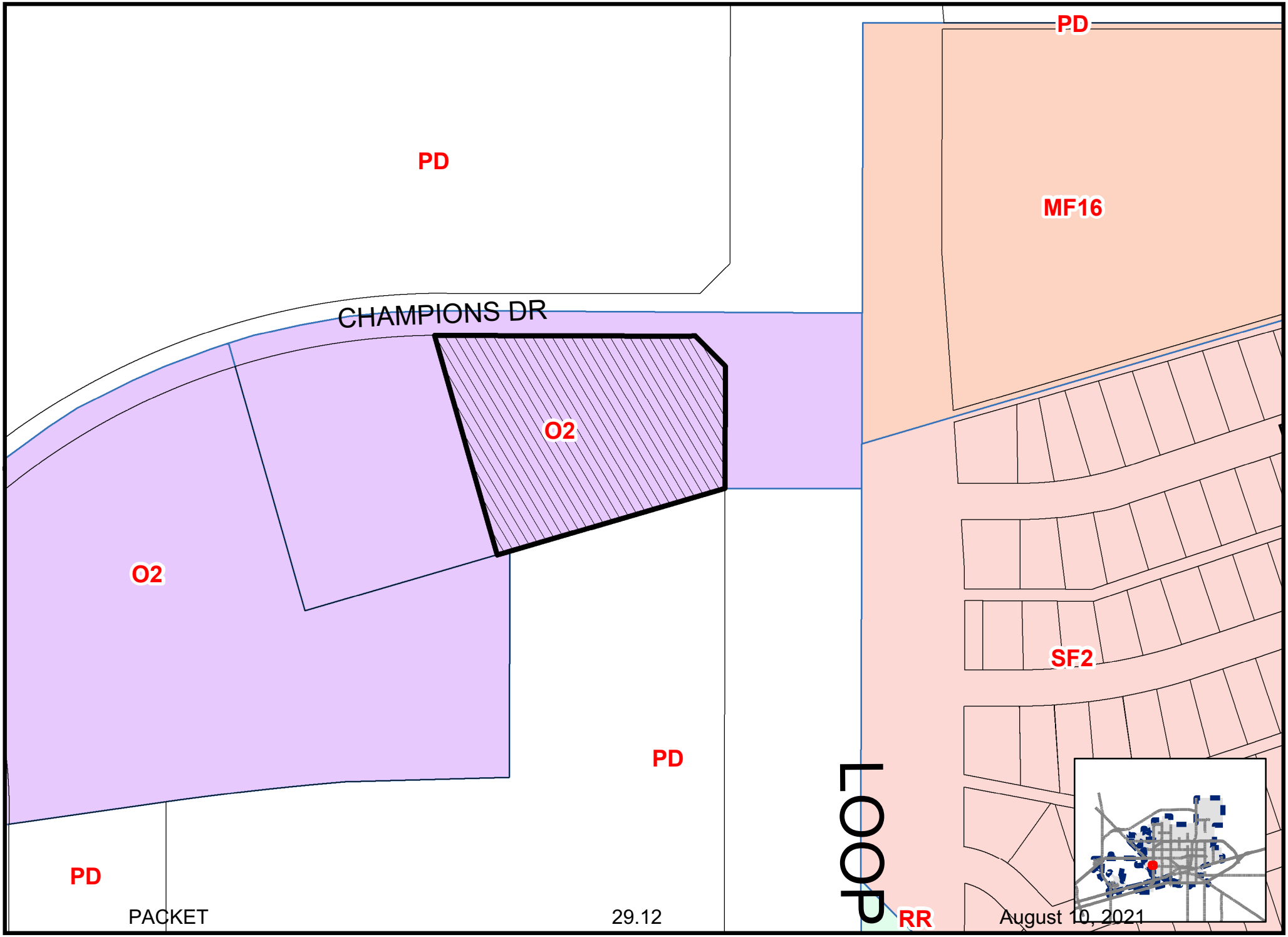
Generally located on the southwest corner of the intersection of Champions Drive and N. Loop 250 West Frontage Road. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



August 10, 2021



Map By VAS, 6/30/2021

Z-21-0247

Scale: 1" = 200'

ZONING MAP

©THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




STOP





City Council Meeting

Item Number: 30

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Planning Division Manger

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 9.70-ACRE TRACT OF LAND OUT OF SECTION 7, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF OCCIDENTAL PARKWAY AND FAIRGROUNDS ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Betenbough Homes is requesting approval of a zone change to allow for the development of smaller, more affordable homes.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Surrounding Zoning and Land Use:

The properties to the north, east, and west are zoned AE, Agricultural Estate District and the locations of vacant land. The property to the south is zoned SF-3, Single Family Dwelling District, and the location of residences.

Discussion:

The applicant, Betenbough Homes is requesting approval of a zone change for the development of smaller, more affordable homes. The requested zoning for this property is TH, Townhouse Dwelling District, which requires a minimum lot area of 2,500 square feet per Dwelling unit. This proposed subdivision will have forty (40) residential lots and three (3) common area.

The appropriate setbacks and maximum height of future development must meet the regulations as described in Section 5.04 Residential Zoning District Dimensional Regulations chart.

This proposed zone change has been circulated to and reviewed by respective City departments and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Code Compliance: (Approved)

No Oil and Gas issues.- For Zone Change.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

The Tall City Tomorrow Comprehensive Plan future land use map calls for Urban-Low uses at this location. The Urban-Low classification calls for diverse complementary uses such as mostly single-family, with some attached, townhome and small multi-family projects, schools, small parks and churches, and neighborhood retail or mixed use. This promotes compatibility to be achieved through gradual increases of intensity transitioning from one land use to another.

The Planning and Zoning Commission recommended approval of this request at the July 19, 2021 meeting.

Staff recommends approval of the zone change from AE, Agricultural Estate District to TH, Townhouse Dwelling District, subject to condition A.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the TH, Townhouse Dwelling District.**

Letters of Objection:

As of August 4, 2021, staff has not received any letters of objection.

Attachments:

Application
Exhibit A
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 9.70-ACRE TRACT OF LAND OUT OF SECTION 7, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF OCCIDENTAL PARKWAY AND FAIRGROUNDS ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 9.70-acre tract of land out of Section 7, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property"), to TH, Townhouse (Attached) Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from AE, Agricultural Estate District to TH, Townhouse (Attached) Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council

member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

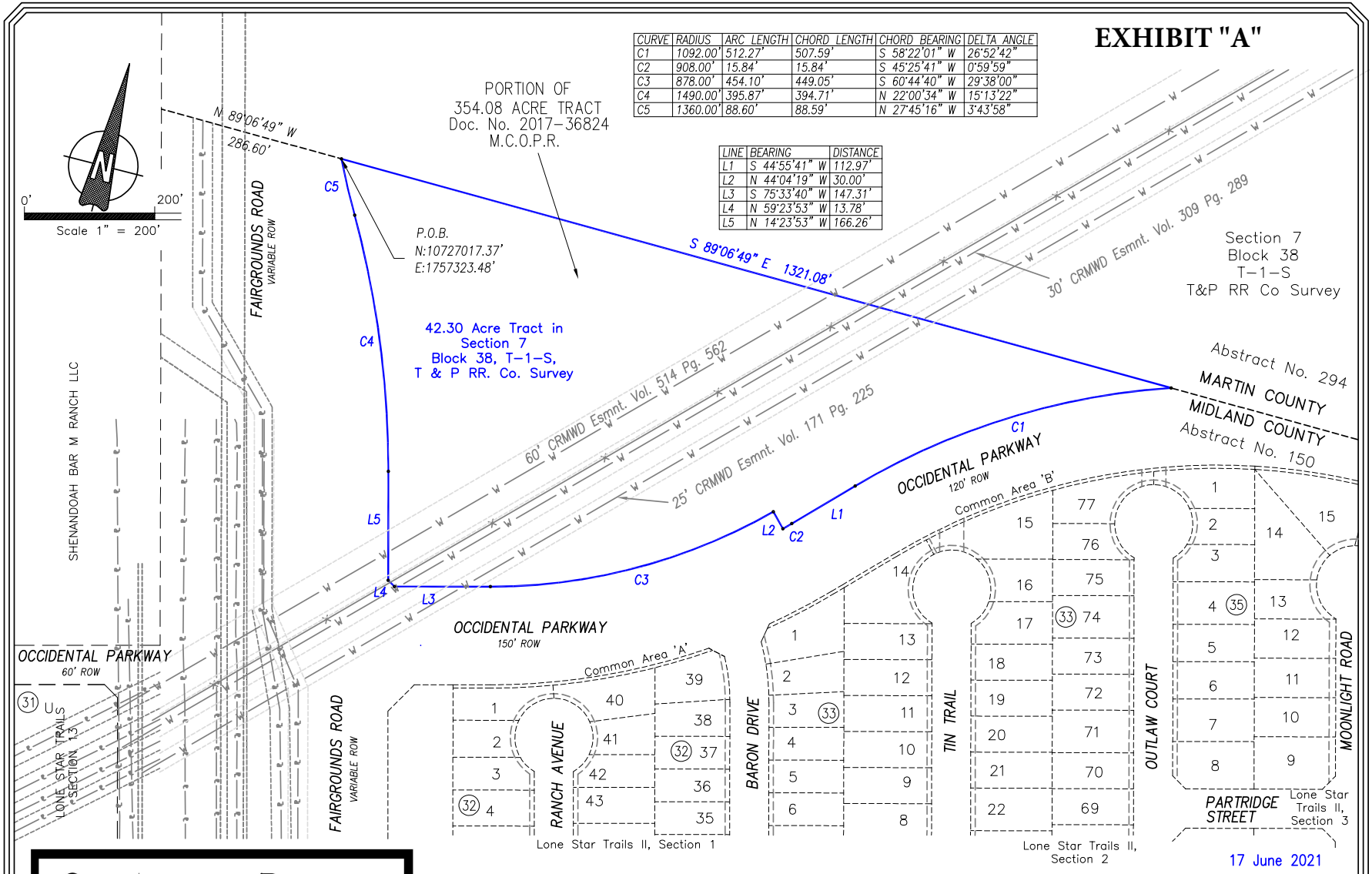
APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1092.00'	512.27'	507.59'	S 58°22'01" W	26°52'42"
C2	908.00'	15.84'	15.84'	S 45°25'41" W	0°59'59"
C3	878.00'	454.10'	449.05'	S 60°44'40" W	29°38'00"
C4	1490.00'	395.87'	394.71'	N 22°00'34" W	15°13'22"
C5	1360.00'	88.60'	88.59'	N 27°45'16" W	3°43'58"

LINE	BEARING	DISTANCE
L1	S 44°55'41" W	112.97'
L2	N 44°04'19" W	30.00'
L3	S 75°33'40" W	147.31'
L4	N 59°23'53" W	13.78'
L5	N 14°23'53" W	166.26'



17 June 2021

ZONING EXHIBIT

9.70 ACRE TRACT IN SECTION 7, BLOCK 38, T-1-S, T&P RR Co SURVEY, CITY & COUNTY OF MIDLAND, TEXAS.

Professional Land Surveying & Mapping

Aaron Burrell Land Surveyors, LLC

TBPLS Firm No. 10194217

415 W. Wall St., Suite 204, Midland, Texas 79701

P.O. Box 81041, Midland, Texas 79708

432-848-4439

www.asbsurveyors.com

METES & BOUNDS DESCRIPTION

9.70 ACRE TRACT IN SECTION 7, BLOCK 38, T-1-S, T&P RR Co SURVEY, CITY & COUNTY OF MIDLAND, TEXAS.

Legal Description for Zoning:

Being a 9.70 Acre Tract of Land in a 354.08 acre tract recorded in Document No. 2017–36824, Official Public Records, located in Section 7, Block 38, T–1–S, T&P RR Co. Survey, City of Midland, Midland County, Texas.

Boundary being more fully described as follows:

Beginning at (N:10727017.37', E:1757323.48') a point in the north line of said 354.08 acre tract, the north line of Midland County, the south line of Martin County, and the east right of way line of Fairgrounds Road for the northwest corner of this tract, whence the northwest corner of said 354.08 acre tract bears South 89°46'09" West, a distance of 286.60 feet;

Thence South 89°06'49" East with the north line of said 354.08 acre tract and the common line between Midland and Martin Counties, a distance of 1321.08 feet to a point in the north right of way line of Occidental Parkway for the northeast corner of this tract;

Thence with the north right of way line of said Occidental Parkway the following seven (7) courses and distances:

1. with a curve to the left in a southwesterly direction, said curve having a radius length of 1092.00 feet, an arc length of 512.27 feet, a delta angle of 26°52'42", and a chord length of 507.59 feet bearing South 58°22'01" West to a point of tangency in the south line of this tract;
2. South 44°55'41" West, a distance of 112.97 feet to a point of curvature in the south line of this tract;
3. with a curve to the right in a southwesterly direction, said curve having a radius length of 908.00 feet, an arc length of 15.84 feet, a delta angle of 00°59'59", and a chord length of 15.84 feet bearing South 45°25'41" West to a point of tangency in the south line of this tract;
4. North 44°04'19" West, a distance of 30.00 feet to a point of curvature in the south line of this tract;
5. with a curve to the right in a southwesterly direction, said curve having a radius length of 878.00 feet, an arc length of 454.10 feet, a delta angle of 29°38'00", and a chord length of 449.05 feet bearing South 60°44'40" West to a point of tangency in the south line of this tract;
6. South 75°33'40" West, a distance of 147.31 feet to a point of deflection in the south line of this tract;
7. North 59°23'53" West, a distance of 13.78 feet to a point in the east right of way line of said Fairgrounds Road for the southwest corner of this tract;

Thence with the east right of way line of said Fairgrounds Road the following three (3) courses and distances:

1. North 14°23'53" West, a distance of 166.26 feet to a point of curvature in the west line of this tract;
2. with a curve to the left in a northwesterly direction, said curve having a radius length of 1490.00 feet, an arc length of 395.87 feet, a delta angle of 15°13'22", and a chord length of 394.71 feet bearing North 22°00'34" West to a point of reverse curvature in the west line of this tract;
3. with a reverse curve to the right in a northwesterly direction, said curve having a radius length of 1360.00 feet, an arc length of 88.60 feet, a delta angle of 03°43'58", and a chord length of 88.59 feet bearing North 27°45'16" West to the Point of Beginning;

Containing 9.70 total surface acres of land.

Bearings, distances and coordinates are based on the Texas Coordinate System, NAD 83, Central Zone (CORS). Acreage stated is horizontal surface as measured.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

17 June 2021

STATE OF TEXAS REGISTERED AARON SCOTT BURRELL 5689 PROFESSIONAL LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL LAND SURVEYORS, LLC.

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
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415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0246

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone (806) 412 - 6611	
Printed Name: Ronnie Wallace, Betenbough Homes		Email Ronniew@betenbough.com	
Address 6305 82nd Street	City Lubbock	State Texas	Zip 79424

Property Owner		Phone (806) 412 - 6611	
Printed Name: Betenbough Homes		Email Ronniew@betenbough.com	
Address 6305 82nd Street	City Lubbock	State Texas	Zip 79424

Representative *(if different from Applicant or Property Owner)*		Phone ( )	
Firm: N / A		Email N / A	
Printed Name:			
Address	City	State	Zip

Street Address: See Attached Site Plan

Legal Description
Lot: See Attached Plat Block: See Attached Plat Subdivision: 9.70 Acre Tract In Section 7, Block 38, T-1-S, T. & P. RR. Co. Survey, City and County of Midland, Texas (NW Corner of Lone Star Trails II)

Current Zoning: **AE**

Proposed Zone: **TH (Townhomes)**
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Townhomes are in demand throughout the Permian Basin.

Present Use of Property: Vacant

Proposed Use of Property: Townhomes

How would this zone change affect the public health, safety and welfare?
Our smaller homes provide an additional, affordable option for new homeowners in Midland.

Describe how conditions affecting the property have changed since present zoning designation: N/A

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Ronnie Wallace	Date: June 21, 2021
Applicant (printed): Ronnie Wallace, Land Planner, Betenbough Homes	
Property Owner (signature): Ronnie Wallace	Date: June 21, 2021
Property Owner (printed) : Ronnie Wallace, Land Planner, Betenbough Homes	

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 _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

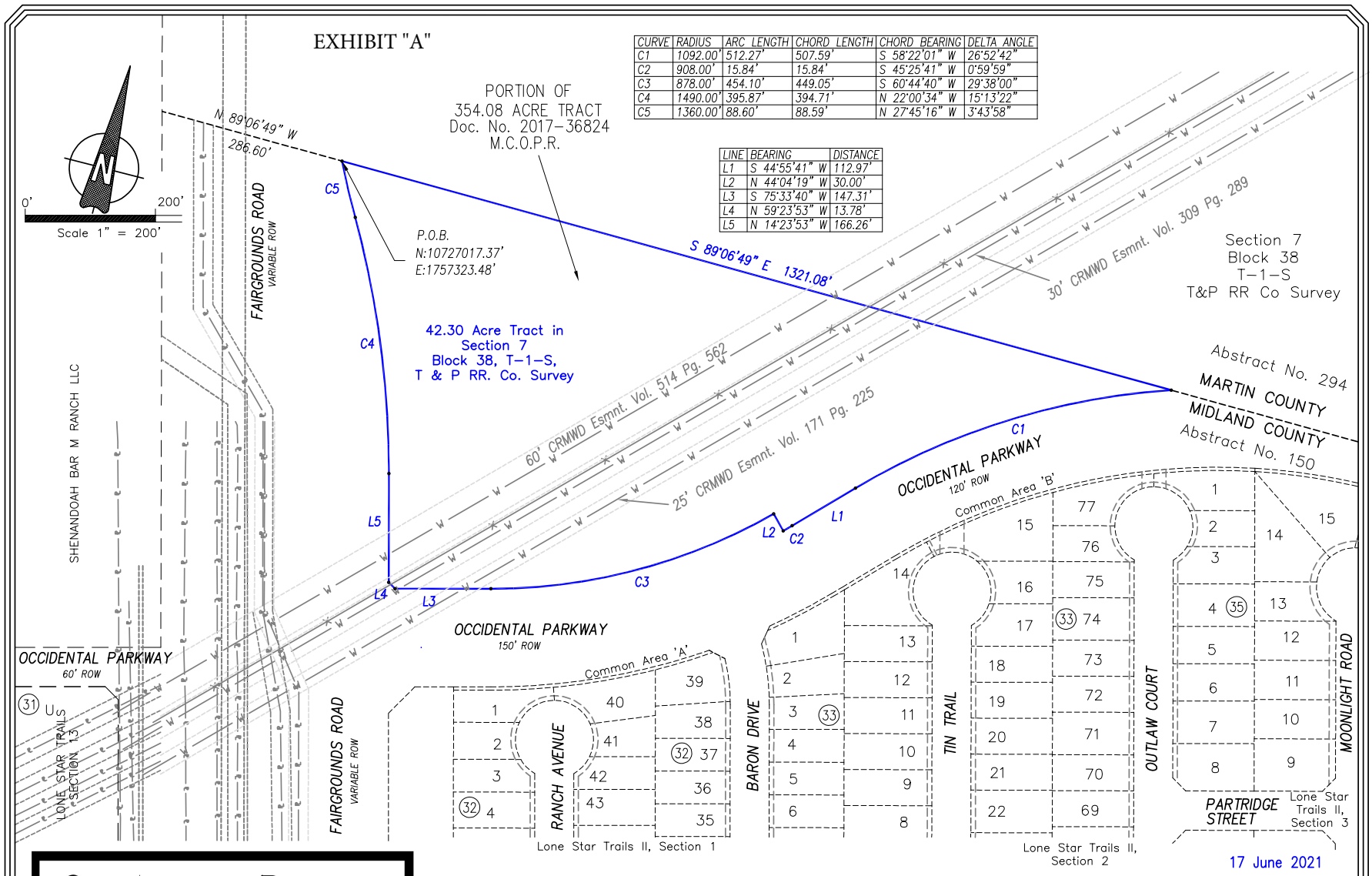
Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # _____	
Received By: Y Shaman	Date: RECEIVED JUN 21 22 2021 BY: HS

****Application will not be considered for scheduling until reviewed by a planner.****



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
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LINE	BEARING	DISTANCE
L1	S 44°55'41" W	112.97'
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ZONING EXHIBIT

9.70 ACRE TRACT IN SECTION 7, BLOCK 38, T-1-S, T&P RR Co SURVEY, CITY & COUNTY OF MIDLAND, TEXAS.

AARON BURRELL LAND SURVEYORS, LLC.

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PACKET
30.11
August 10, 2021

METES & BOUNDS DESCRIPTION

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Thence South 89°06'49" East with the north line of said 354.08 acre tract and the common line between Midland and Martin Counties, a distance of 1321.08 feet to a point in the north right of way line of Occidental Parkway for the northeast corner of this tract;

Thence with the north right of way line of said Occidental Parkway the following seven (7) courses and distances:

1. with a curve to the left in a southwesterly direction, said curve having a radius length of 1092.00 feet, an arc length of 512.27 feet, a delta angle of 26°52'42", and a chord length of 507.59 feet bearing South 58°22'01" West to a point of tangency in the south line of this tract;
2. South 44°55'41" West, a distance of 112.97 feet to a point of curvature in the south line of this tract;
3. with a curve to the right in a southwesterly direction, said curve having a radius length of 908.00 feet, an arc length of 15.84 feet, a delta angle of 00°59'59", and a chord length of 15.84 feet bearing South 45°25'41" West to a point of tangency in the south line of this tract;
4. North 44°04'19" West, a distance of 30.00 feet to a point of curvature in the south line of this tract;
5. with a curve to the right in a southwesterly direction, said curve having a radius length of 878.00 feet, an arc length of 454.10 feet, a delta angle of 29°38'00", and a chord length of 449.05 feet bearing South 60°44'40" West to a point of tangency in the south line of this tract;
6. South 75°33'40" West, a distance of 147.31 feet to a point of deflection in the south line of this tract;
7. North 59°23'53" West, a distance of 13.78 feet to a point in the east right of way line of said Fairgrounds Road for the southwest corner of this tract;

Thence with the east right of way line of said Fairgrounds Road the following three (3) courses and distances:

1. North 14°23'53" West, a distance of 166.26 feet to a point of curvature in the west line of this tract;
2. with a curve to the left in a northwesterly direction, said curve having a radius length of 1490.00 feet, an arc length of 395.87 feet, a delta angle of 15°13'22", and a chord length of 394.71 feet bearing North 22°00'34" West to a point of reverse curvature in the west line of this tract;
3. with a reverse curve to the right in a northwesterly direction, said curve having a radius length of 1360.00 feet, an arc length of 88.60 feet, a delta angle of 03°43'58", and a chord length of 88.59 feet bearing North 27°45'16" West to the Point of Beginning;

Containing 9.70 total surface acres of land.

Bearings, distances and coordinates are based on the Texas Coordinate System, NAD 83, Central Zone (CORS). Acreage stated is horizontal surface as measured.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

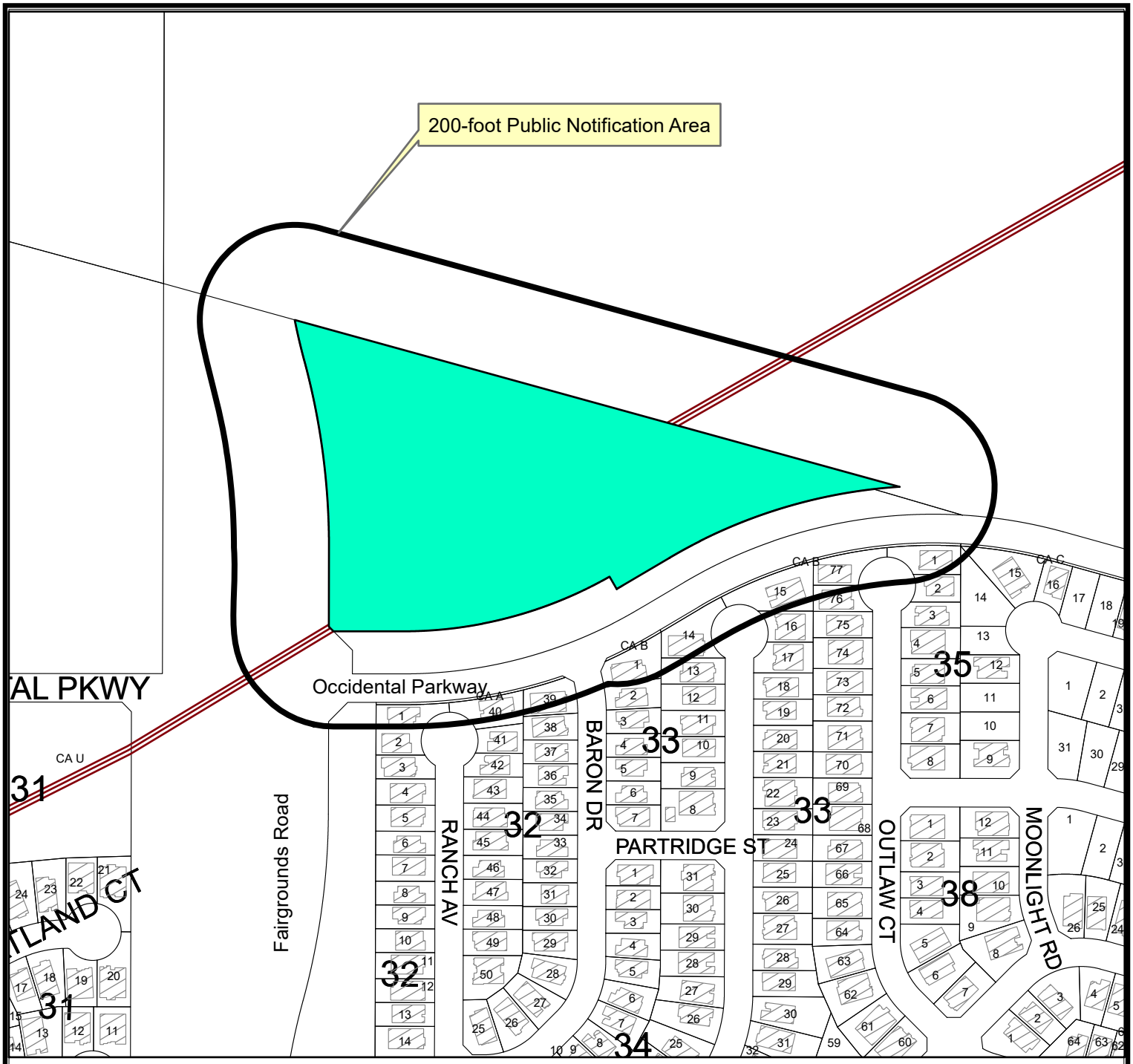
17 June 2021

STATE OF TEXAS REGISTERED AARON SCOTT BURRELL 5689 PROFESSIONAL LAND SURVEYOR

Aaron Scott Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL LAND SURVEYORS, LLC.

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com



LOCATION MAP

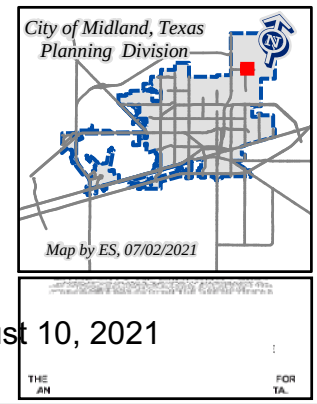
Z-21-0426 **Scale: 1" = 200'**

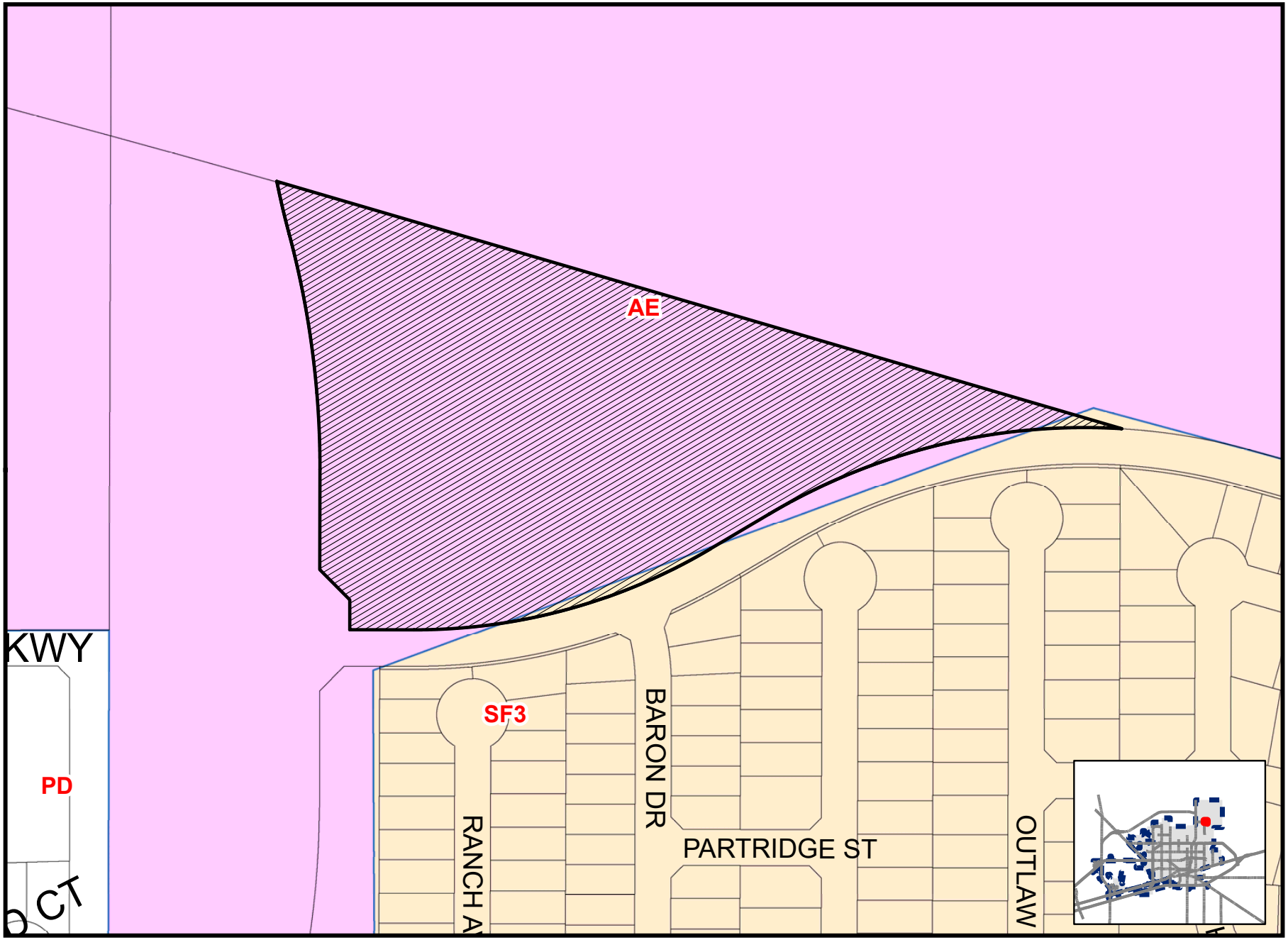
Consider a request by Betenbough Homes for a zone change from AE, Agricultural Estate District to TH, Townhouse Dwelling District on a 9.70-acre tract of land located in Section 7, Block 38, T-1-S, T&P, R.R. Co. Survey, City and County of Midland, Texas.

Generally located on the northeast intersection of Occidental Parkway and Fairgrounds Road. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By ES, 7/26/2021

Z-21-0246

Scale: 1" = 200'

ZONING MAP

NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.


XTRA




N Fairgrounds


ROAD
CLOSED

City Council Meeting

Item Number: 31

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: **AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 15, TRACT B, GARDEN HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LOUISIANA AVENUE, APPROXIMATELY 315 FEET EAST OF NORTH CRESTVIEW ROAD), BY PERMITTING (1) AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS, (2) AN INCREASED MAXIMUM SQUARE FOOTAGE OF ALL ACCESSORY BUILDINGS, (3) A REDUCED MINIMUM SIDE YARD SETBACK, AND (4) A REDUCED MINIMUM REAR YARD SETBACK; 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)**

Purpose:

The applicant, Charles M. Francis, is requesting a Special Exception from the City of Midland Zoning Ordinance, Sections 4.09 and 5.04, concerning the size and setback requirements for accessory buildings in order to construct a carport on his property located at 3110 W. Louisiana Avenue.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant's property is located behind 3110 W Louisiana Avenue and the location of a single family residence. The applicant is requesting a special exception to the maximum area for all accessory buildings, as well as the minimum rear and side yard setbacks.

The property is currently zoned SF-1, Single Family zoning district and does not conform with the above listed regulations. Approval of this special exception would put this property further into non-conformance with the Zoning Ordinance.

Per our City of Midland Zoning Ordinance, Section 4.09 – Accessory Buildings and Uses

A. Residential Accessory Buildings and Uses

Maximum Square Footage of All Accessory Buildings (Combined Area)

Lots 7,500 SF up to 21,999 SF: 10% of the property

Maximum Number of Accessory Buildings

Lots 7,500 SF up to 21,999 SF: 2

Minimum Side and Rear Setback

Lots 7,500 SF up to 21,999 SF: 5 Feet

Also, per Section 5.04 – Residential Zoning District Dimensional Regulations Chart:

SF-1, Single Family Dwelling District

Yard Setback Dimensions

Minimum Side Yard Setback:

Interior Lot: 5 Feet

Minimum Rear Yard Setback: Where an alley adjoins the rear lot line:

5 Feet = any structure (garage, carport) with alley access

The applicant's property is approximately 16,000 square feet. As shown on the site plan (Exhibit A), the applicant already has accessory structures in excess of 1,655 square feet. The proposed carport would increase this number to 2,555 square feet or approximately 15.6% of the property. Additionally, the proposed setbacks are zero feet in the rear and only one (1) foot on the side.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

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.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during

construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Fire: (Approved)

No comments.

Code Compliance: (Approved)

No Oil or Gas issues.

Building: (Approved)

All future structures must adhere to the 2018 International Residential 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.

Planning Analysis:

As this request represents a deviation from the existing Zoning Ordinance, staff would recommend denial of this application for a Special Exception to the City of Midland Zoning Ordinance, 4.09 – Accessory Buildings and Uses, and Section 5.04 – Residential Zoning District Dimensional Regulations Chart.

Should the City Council approve this request, the property shall be subject to conditions A through E:

Conditions:

A. That the property shall significantly conform to the site plan shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the maximum square footage of all accessory structures shall be 2,555 square feet.

C. That the maximum number of accessory buildings shall be limited to 3.

D. That the minimum rear yard setback for an accessory structure with alley access shall be zero feet.

E. That the minimum side yard setback for an accessory structure shall be 1 foot.

Letters of Objection:

As of July 29, 2021, staff has not received any letters of objection

Attachments:

Site Plan (Exhibit A)
Application
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 15, TRACT B, GARDEN HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LOUISIANA AVENUE, APPROXIMATELY 315 FEET EAST OF NORTH CRESTVIEW ROAD), BY PERMITTING (1) AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS, (2) AN INCREASED MAXIMUM SQUARE FOOTAGE OF ALL ACCESSORY BUILDINGS, (3) A REDUCED MINIMUM SIDE YARD SETBACK, AND (4) A REDUCED MINIMUM REAR YARD SETBACK; 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

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Code, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property described as Lot 15, Tract B, Garden Heights Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow (1) an increased maximum number of accessory buildings, (2) an increased maximum square footage of all accessory buildings, (3) a reduced minimum side yard setback, and (4) a reduced minimum rear yard setback.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the Property shall significantly conform to the site plan shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the maximum number of accessory buildings on the Property shall be three.

C. That the maximum square footage of all accessory buildings shall be 2,555 square feet.

D. That the minimum side yard setback for an accessory building shall be 1 foot.

E. That the minimum rear yard setback for an accessory building with alley access shall be zero feet.

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 file this ordinance with the Office of the County Clerk for purposes of recordation.

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., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

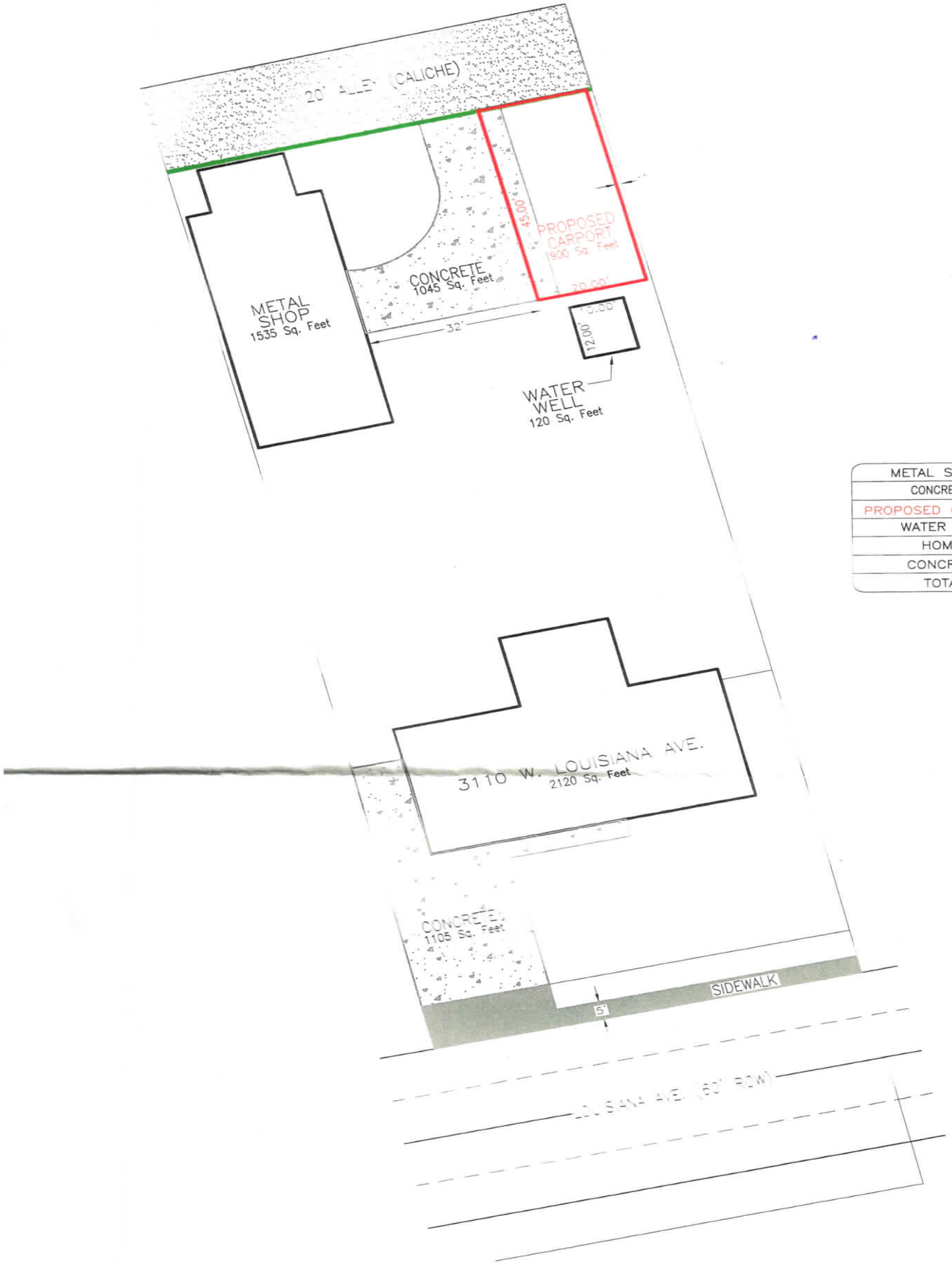
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



METAL SHOP	1535 Sq. Feet
CONCRETE	1045 Sq. Feet
PROPOSED CARPORT	900 Sq. Feet
WATER WELL	120 Sq. Feet
HOME	2120 Sq. Feet
CONCRETE	1105 Sq. Feet
TOTAL	6825 Sq. Feet

SITE

Concrete

MIDLAND Planning Division

Special Exception Application

Project Number: E-21-0056

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Charles M Francis		Phone (432) 697-0779 Email mike francis egrandcom.net	
Address 3110 W. Louisiana Av.	City Midland	State Tx	Zip 79701

Property Owner Printed Name: Charles M. Francis		Phone (432) 697-0779 Email mike francis egrandcom.net	
Address 3110 W. Louisiana Av.	City Midland	State Tx	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 3110 W. Louisiana Ave. Midland Tx

Legal Description
Lot: 15 Block: B Subdivision: Garden Heights

Current Zoning: Single family (SF-1)

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☑ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: Build Carport for owners Trucks, Cars, antique Tractors. All metal construction. Area shown on plot is only feasible site for Construction.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): Charles M. Francis	Date: 7/19/21
Property Owner (printed) : Charles M. Francis	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

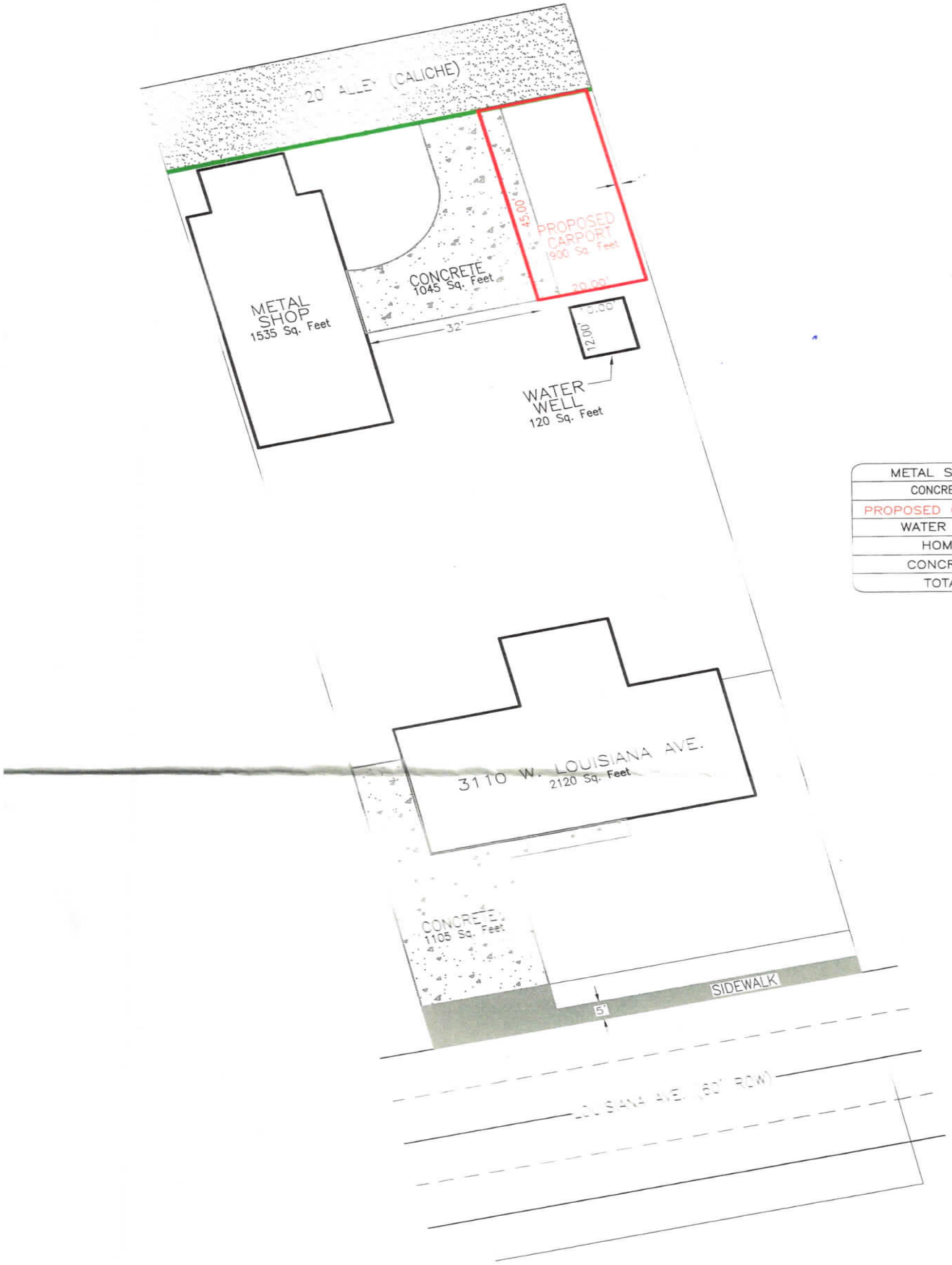
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization	☐ Dimensioned Site Plan
☒ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # 4273	
Received By: V. Sherman	Date: RECEIVED JUL 19 2021

BY: KS

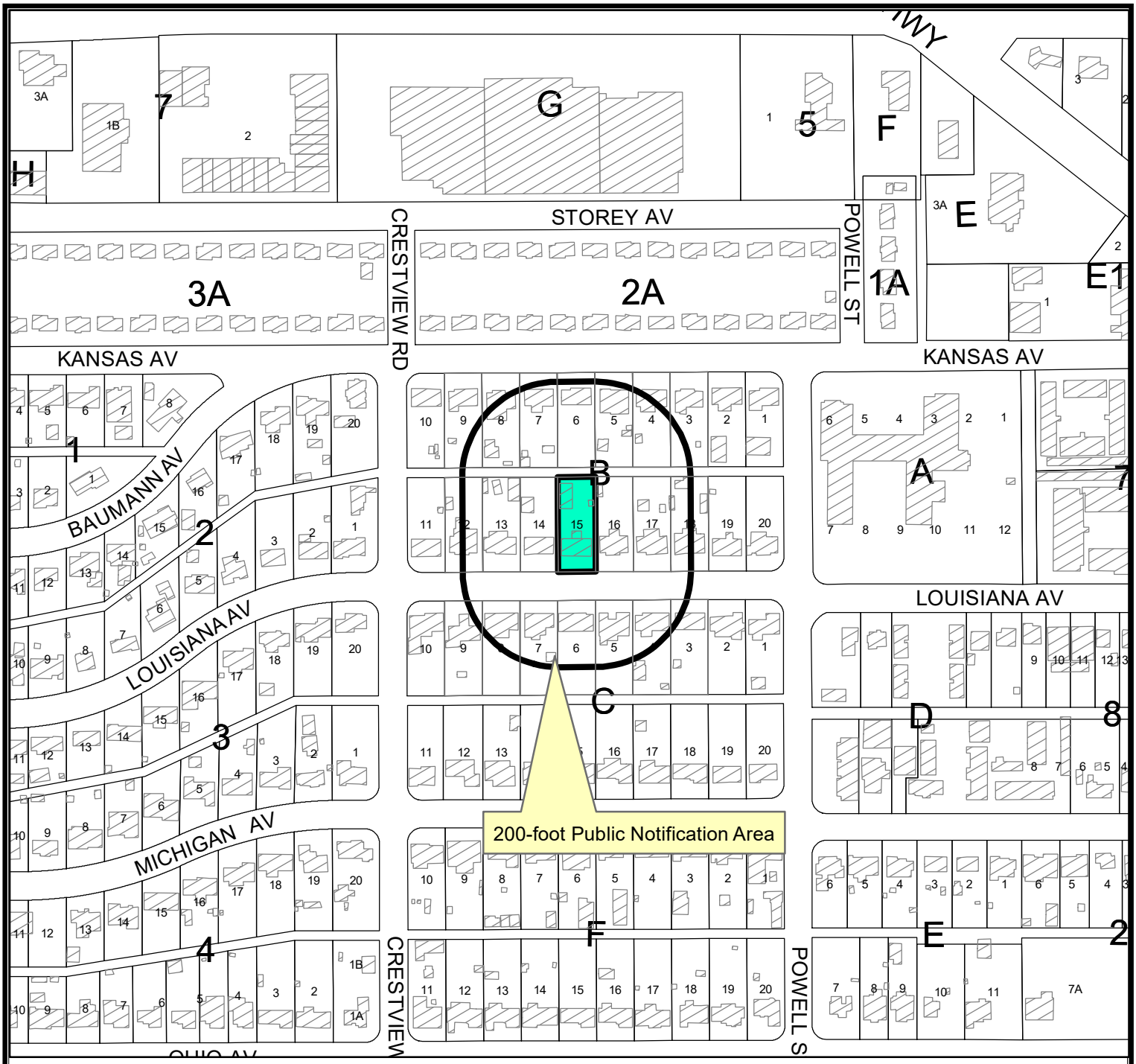
****Application will not be considered for scheduling until reviewed by a planner.****



METAL SHOP	1535 Sq. Feet
CONCRETE	1045 Sq. Feet
PROPOSED CARPORT	900 Sq. Feet
WATER WELL	120 Sq. Feet
HOME	2120 Sq. Feet
CONCRETE	1105 Sq. Feet
TOTAL	6825 Sq. Feet

SITE

Concrete



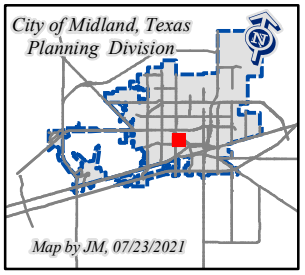
LOCATION MAP

E-21-0056 **Scale: 1" = 300'**

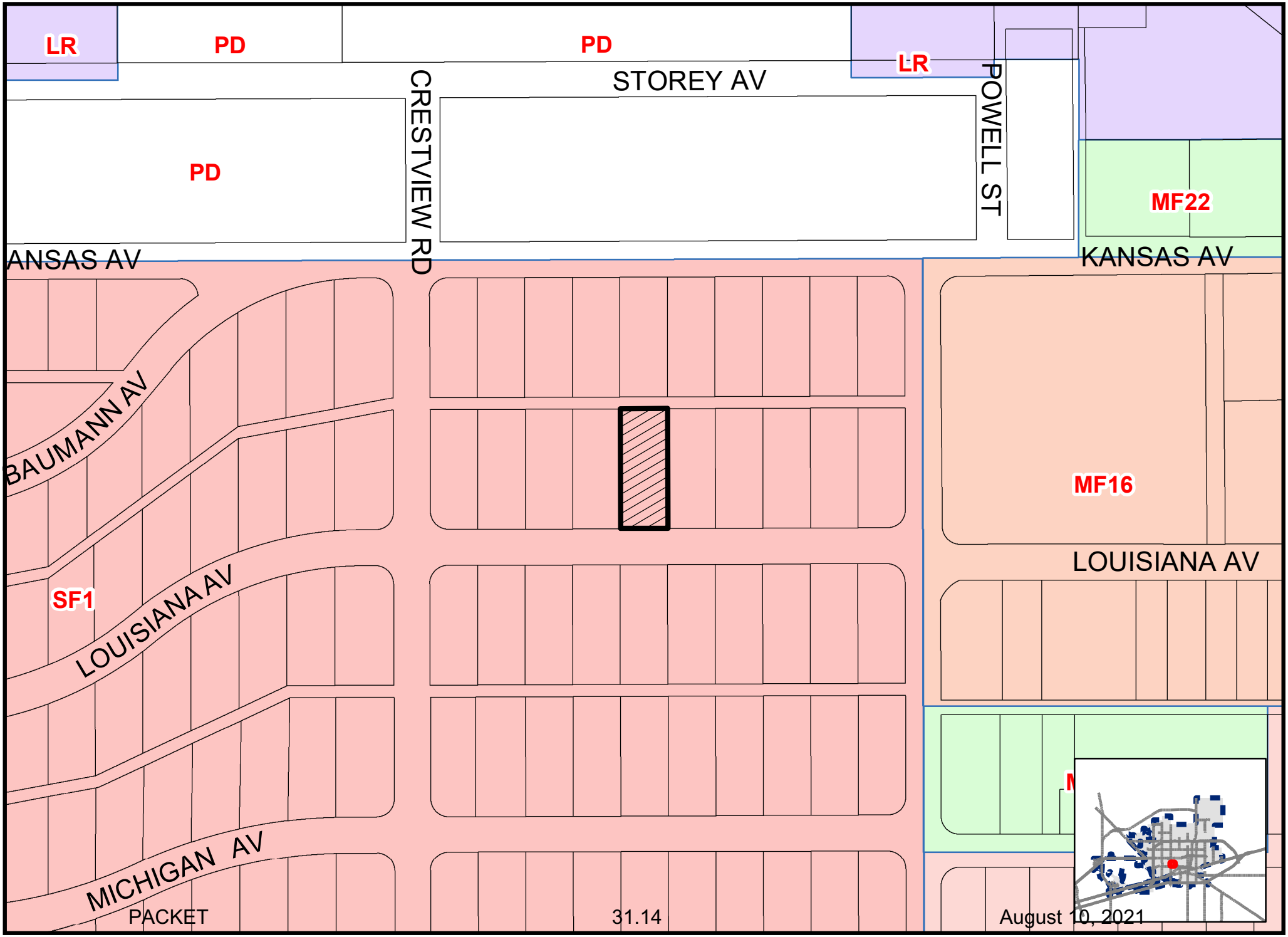
Consider an ordinance on a request by Charles M. Francis for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 – Accessory Buildings and Uses, concerning the maximum square footage of all accessory buildings, the minimum rear and side yard setbacks, and Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum rear and side yard setbacks on Lot 15, Tract B, Garden Heights Addition, City and County of Midland, Texas. Generally located on the north side of West Louisiana Avenue, approximately 315 feet east of North Crestview Road. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR OPINION NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By JM, 07/27/2021

E-21-0056

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









City Council Meeting

Item Number: 32

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,790-SQUARE FOOT PORTION OF A 0.4-ACRE TRACT OF LAND OUT OF THE SOUTHWEST QUARTER OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND BANKHEAD HIGHWAY), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A VENDOR MARKET FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)**

Purpose:

The applicant, Joann Cervantes, is requesting a Specific Use Designation with Term for the sale of all alcoholic beverages, for on premises consumption, in a vendor market at 3201 W Wall Street.

Recommended City Council Action:

Approve

Fiscal Impact:

Processing this request does not require any City Funds.

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The properties to the north, south, and west are zoned RR, Regional Retail District, and the location of car dealerships. The property to the east are zoned C, Commercial District and the location district.

Discussion:

The property is located in the RR, Regional Retail District. This zoning district permits the sale and on premises consumption of alcoholic beverages in a vendor market, with the approval of a Specific Use Designation with Term.

The site is located at 3201 W Wall St, and does not currently have a Specific Use Designation for sale and on premises consumption of alcoholic beverages. The serviceable area will have a maximum indoor floor area of 5,790 square feet. The applicant will only be using the first floor of the location. As such, the site currently exceeds the parking requirement of 20 parking spaces. The site has adequate restroom facilities. The applicant is requesting alcohol service hours the same as their hours of operations which are as the following:

> **Tuesday through Saturday, 9:00 a.m. to 6:00 p.m. and Sunday, 12:00 p.m. (noon) to 6:00 p.m.**

Per Midland City Code 5.4.4. –Prohibited place of business

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections.

Engineering: (Approved)

No objections.

Transportation: (Approved)

No objection to zone change.

Building Code: (Approved)

The SUD for One More Round is acceptable. The property must adhere to the current maximum occupant load of 386 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, “Encourage the development of places where Midland residents can gather and socialize to build connections” (Tall City Tomorrow page 137). One More Round will create a vibrant atmosphere where residents can browse and shop with local small businesses while enjoying alcoholic beverages.

This request was recommended for approval at the July 19, 2021 Planning and Zoning Commission meeting; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a vendor market, subject to Condition A through H.

Conditions:

A. That the serviceable area of the vendor market shall be limited to approximately 5,790 square feet as shown in Exhibit “B”, which is attached hereto and incorporated herein for all purposes.

B. That use of the second floor of the building shall be prohibited.

C. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

D. That the days and hours of alcoholic beverages sales and consumption shall be limited to:

Tuesday through Saturday, from 9:00 a.m. to 11:00 p.m. and Sunday from 12:00 p.m. (noon) to 6:00 p.m.

E. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

F. That the establishment shall meet all requirements of the Fire Department and Code Administration.

G. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.

H. That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of July 29, 2021, staff has not received any letters of objection.

Attachments:

Survey (Exhibit A)
Floor Plan (Exhibit B)
Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,790-SQUARE FOOT PORTION OF A 0.4-ACRE TRACT OF LAND OUT OF THE SOUTHWEST QUARTER OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND BANKHEAD HIGHWAY), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A VENDOR MARKET FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 5,790-square foot portion of a 0.4-acre tract of land out of the southwest quarter of Section 33, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property"), as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of

all alcoholic beverages in a vendor market (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 5,790 square feet as shown in Exhibit "B", which is attached hereto and incorporated herein for all purposes.

B. That the use of the second floor of the building shall be prohibited.

C. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

D. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Tuesday through Saturday from 9:00 a.m. to 11:00 p.m.; and
Sunday from 12:00 p.m. (noon) to 6:00 p.m.

E. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

F. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

G. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

H. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not

affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

FIELD NOTE DESCRIPTION OF THE SURVEY OF A 0.42 ACRE TRACT OF LAND OUT OF THE SW/4 OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS, SAID 0.42 ACRE TRACT BEING DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

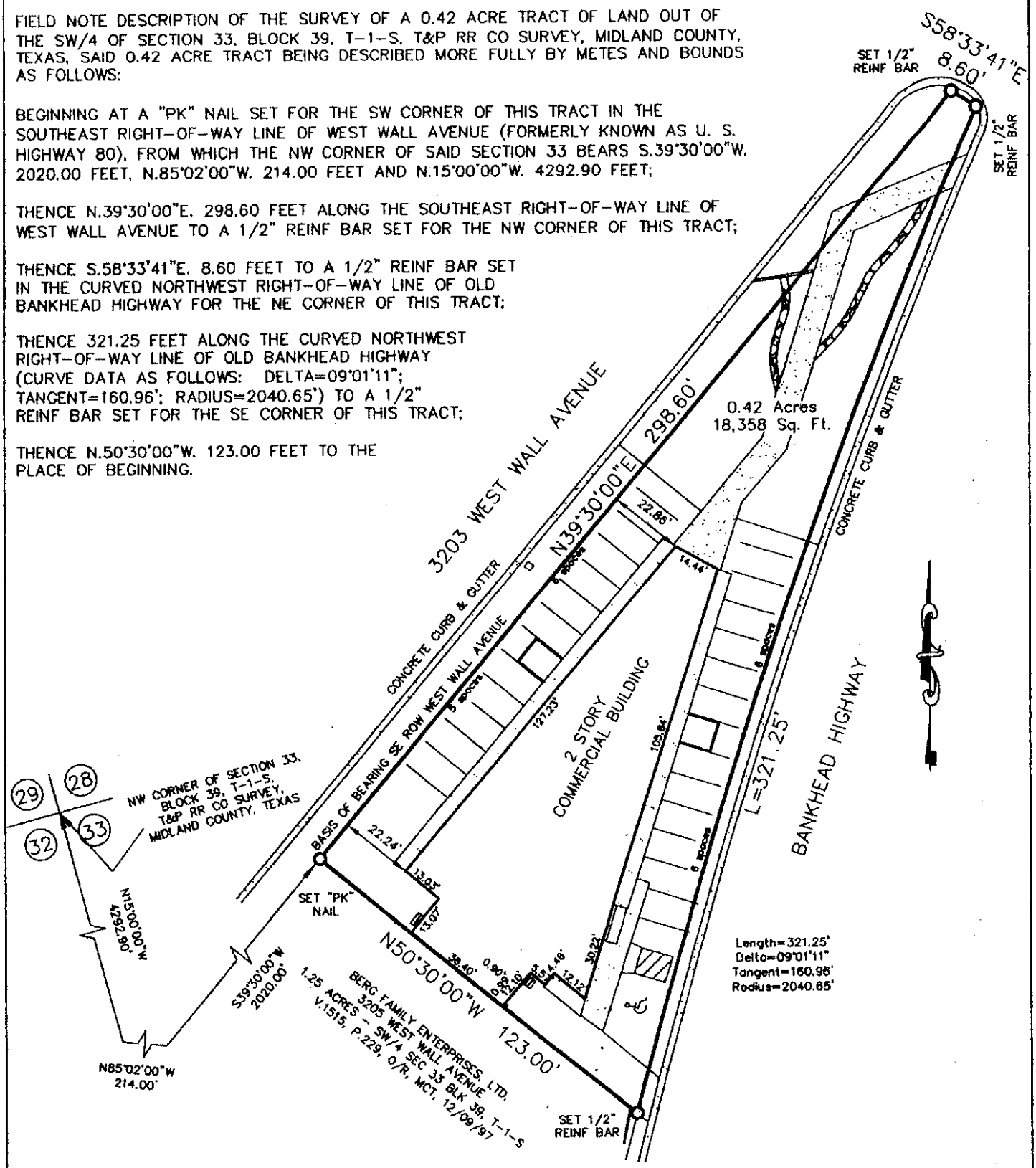
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THENCE N.39°30'00"E. 298.60 FEET ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF WEST WALL AVENUE TO A 1/2" REINF BAR SET FOR THE NW CORNER OF THIS TRACT;

THENCE S.58°33'41"E. 8.60 FEET TO A 1/2" REINF BAR SET IN THE CURVED NORTHWEST RIGHT-OF-WAY LINE OF OLD BANKHEAD HIGHWAY FOR THE NE CORNER OF THIS TRACT;

THENCE 321.25 FEET ALONG THE CURVED NORTHWEST RIGHT-OF-WAY LINE OF OLD BANKHEAD HIGHWAY (CURVE DATA AS FOLLOWS: DELTA=09°01'11"; TANGENT=160.96'; RADIUS=2040.65') TO A 1/2" REINF BAR SET FOR THE SE CORNER OF THIS TRACT;

THENCE N.50°30'00"W. 123.00 FEET TO THE PLACE OF BEGINNING.



FOR FLOOD INSURANCE RATING PURPOSES: THIS PROPERTY LIES WITHIN FLOOD INSURANCE ZONE DESIGNATION "X" AS DEPICTED ON FLOOD INSURANCE RATE MAP (FIRM) NUMBER 48329-C0201E, MIDLAND COUNTY, TEXAS AND INCORPORATED AREAS EFFECTIVE DATE, DECEMBER 6, 1999, AS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). CENSUS TRACT NO. 11.00

TO THE LIENHOLDERS, NANCY ROYS AND CURTIS ROYS

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY,

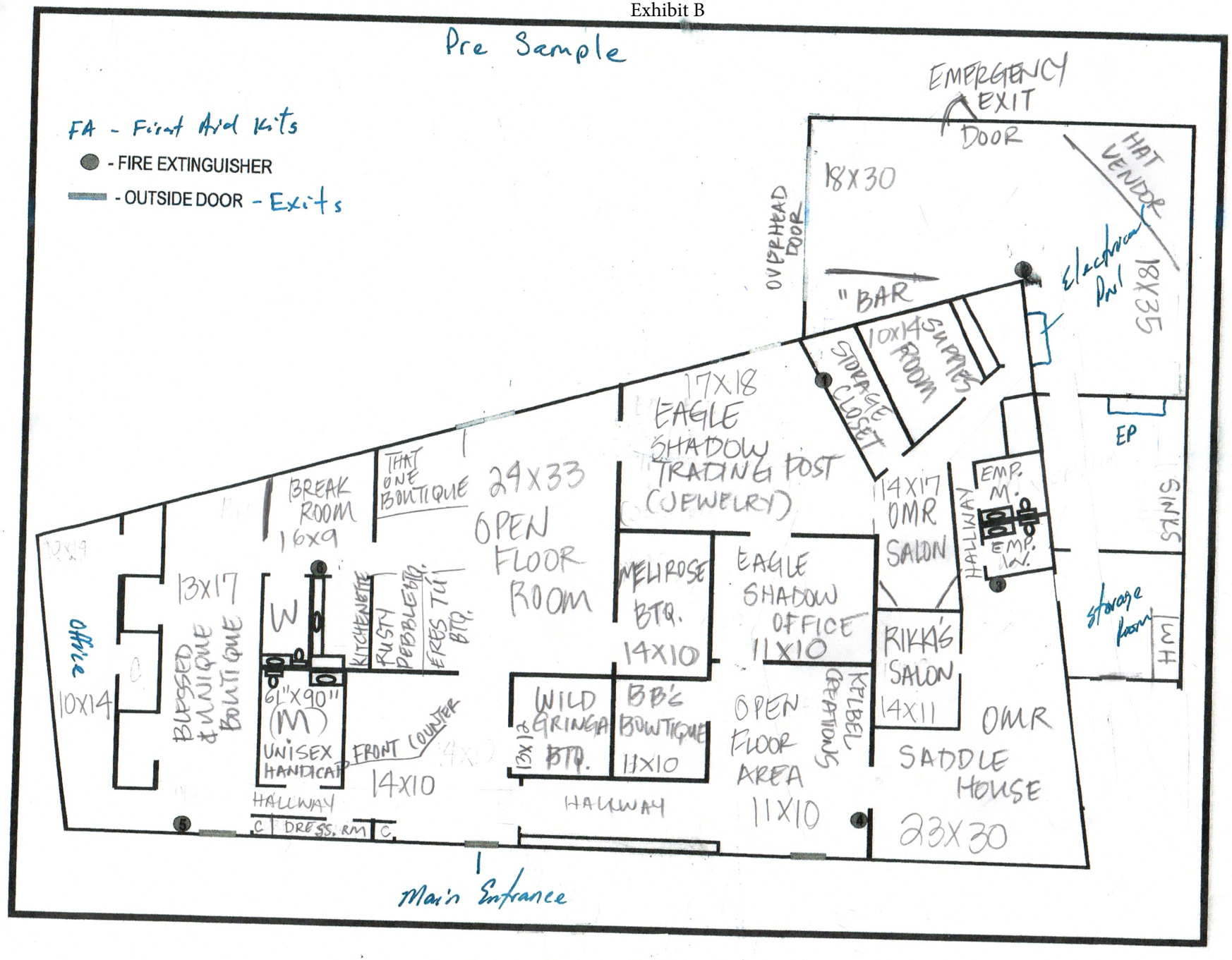
TALK

STATE OF TEXAS REGISTERED

SURVEY PLAT

32.9

August 10, 2021


Pre Sample
FA - First Aid Kits
- FIRE EXTINGUISHER
- OUTSIDE DOOR - Exits
EMERGENCY EXIT DOOR
18X30
HAT VENDOR
OVERHEAD DOOR
Electrical Pnl
18X35
" BAR
10X14 SUPPLIES ROOM
STORAGE CLOSET
17X18 EAGLE SHADOW TRADING POST (JEWELRY)
EP
EMP. M.
EMP. W.
HALLWAY
14X17 OMR SALON
SINKS
storage room
W/H
BREAK ROOM 16X9
THAT ONE BOUTIQUE
29X33 OPEN FLOOR ROOM
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BB's BOUTIQUE 11X10
OPEN FLOOR AREA 11X10
KRLABEL CREATIONS
HALLWAY
C DRESS. RM C.
Main Entrance

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-21-0103

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: JOANN CERVANTES			Phone (432) 631-2113 Email MIDJOANN@GMAIL.COM
Address 6414 SCR 1160	City MIDLAND	State TX	Zip 79706
Property Owner Printed Name: Nancy Roys			Phone (432) 967-3584 Email nancyjroys@gmail.com
Address 160 E. Gran Vista Dr	City FBG	State TX	Zip 78624
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:			Phone ( ) Email
Address	City	State	Zip

Street Address: 3201 W. WALL STREET

Business Name: ONE MORE ROUND

Legal Description
Lot: Block: Subdivision:

Current Zoning:

Reason for Request: _____

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: "SIP & SHOP"

Proposed/Current Days and Hours of Operation: _____
TUES.- SATURDAY 9-6 SUN. 12-6

Proposed Days and Hours of Alcohol Service: _____

Total Square Footage of Business: 17,424

Square Footage of Alcohol Serviceable Area: 5790

Restroom Fixtures:	*Men*	**Toilets/Urinals:**	2 / 1	**Bathroom Sinks:**	2
	Women	**Toilets:**	2	**Bathroom Sinks:**	2

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): JoAnn Cervantes	Date: 5/24/2021
Applicant (printed): JOANN CERVANTES	
Property Owner (signature): Nancy Roys	Date: 4/2/2021
Property Owner (printed): Nancy Roys	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☐ Application Fee	☑ Site Plan
Check #_____	☐ Plans in Digital Format (PDF/JPEG) N/A
Received By: Joseph Marynuk	Date: RECEIVED MAY 24 2021

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****

FIELD NOTE DESCRIPTION OF THE SURVEY OF A 0.42 ACRE TRACT OF LAND OUT OF THE SW/4 OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS, SAID 0.42 ACRE TRACT BEING DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

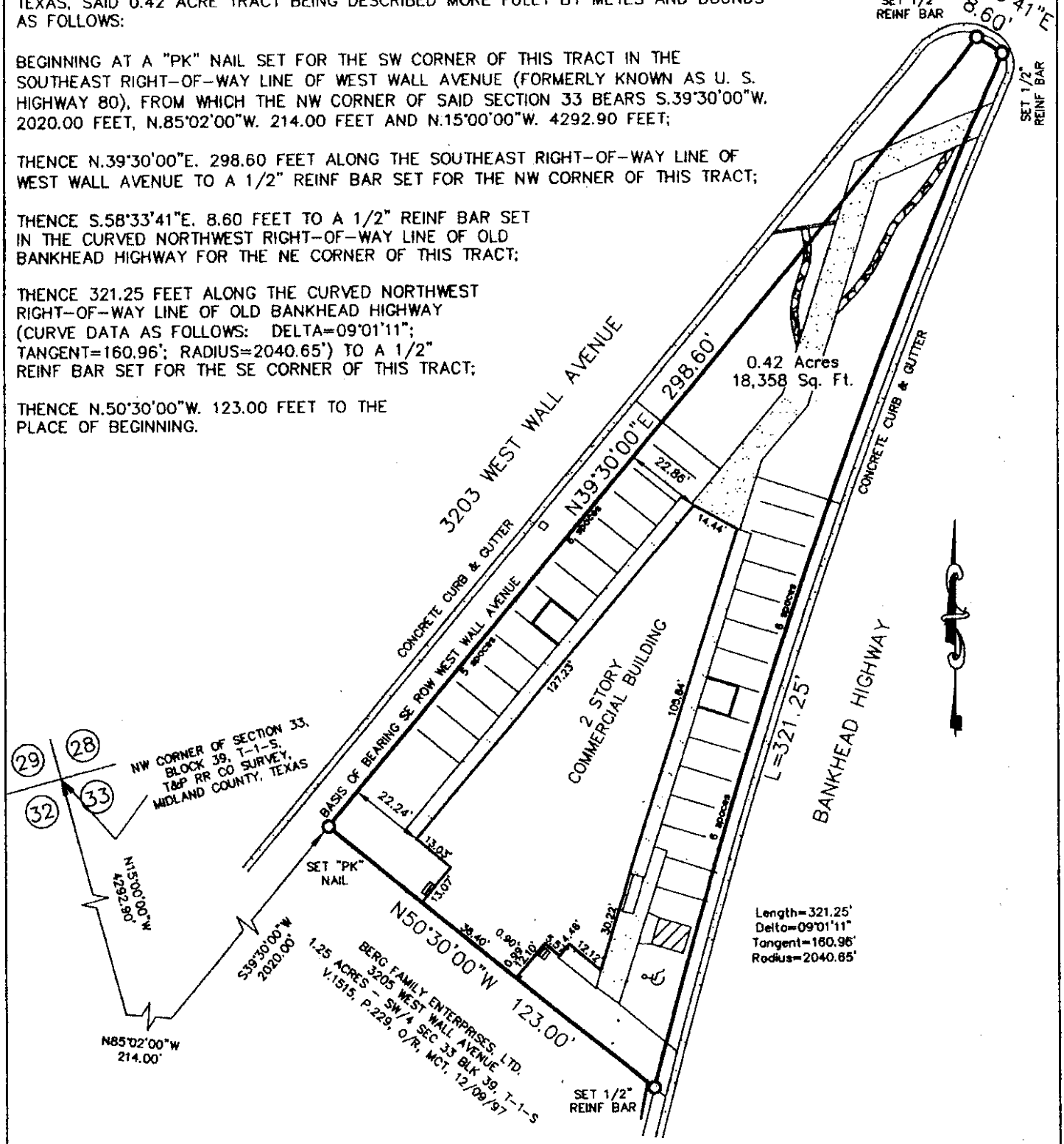
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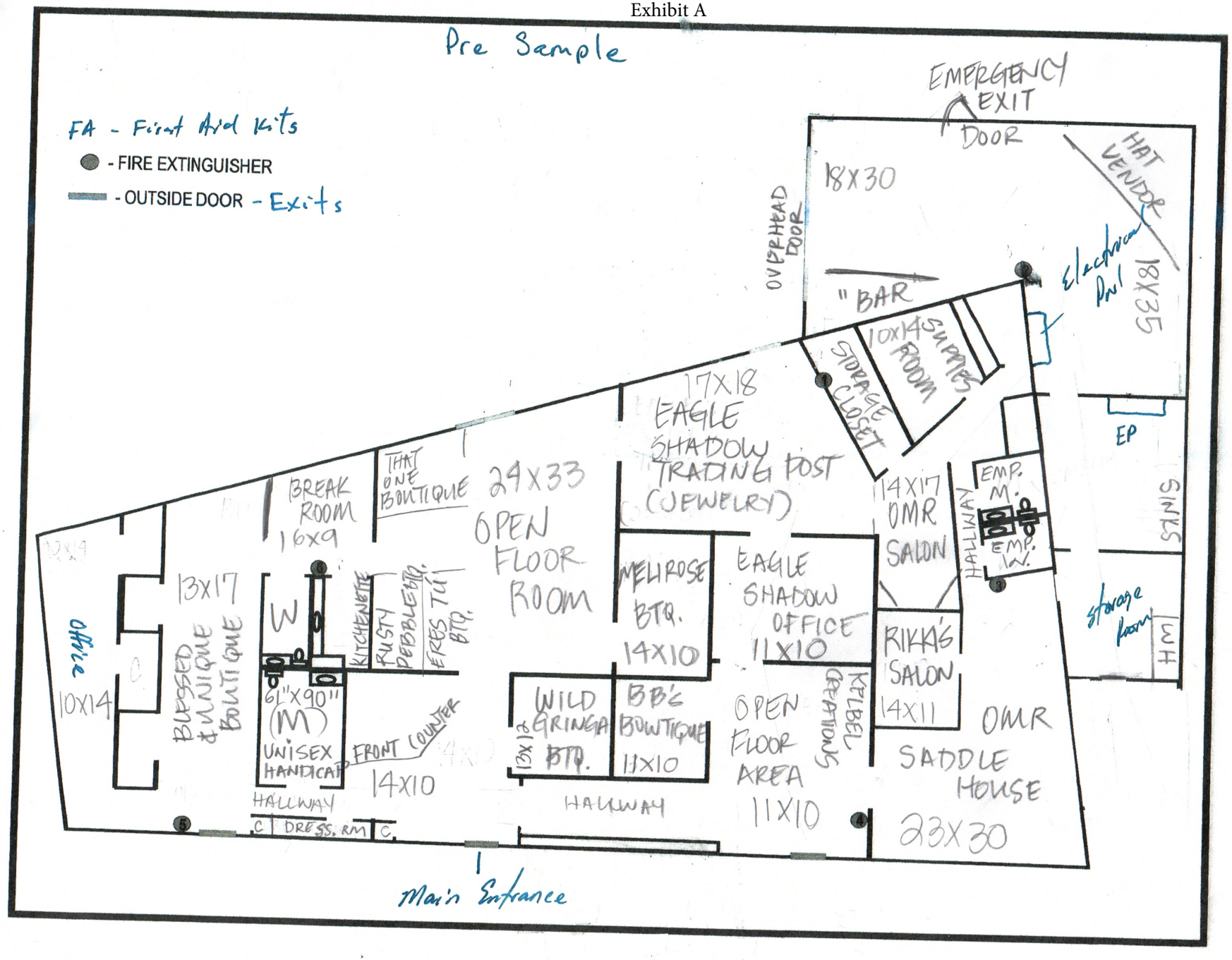
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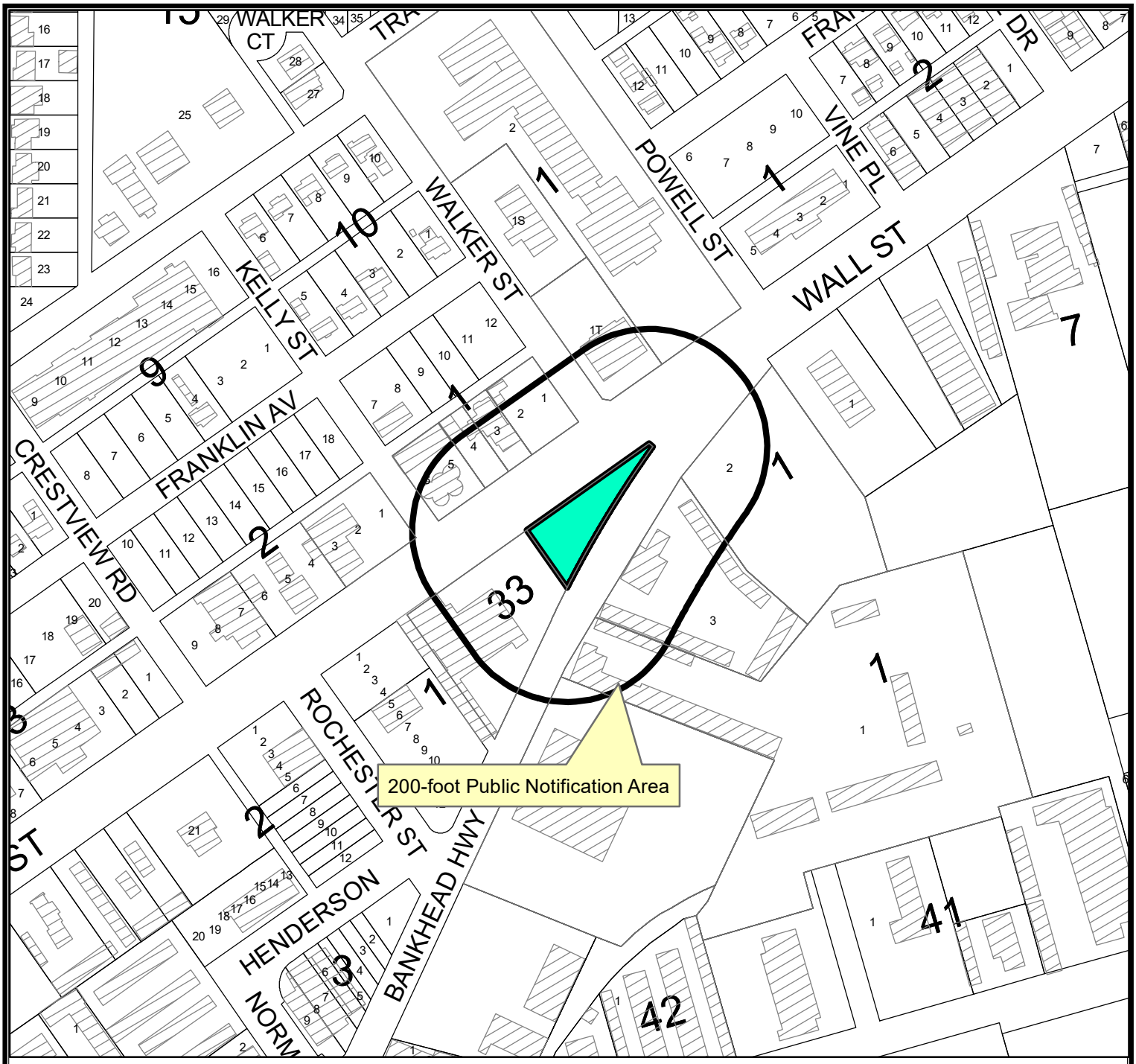
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SURVEY PLAT

32.14

August 10, 2021


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HALLWAY
14X17 OMR SALON
SINKS
storage room
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BB's BOUTIQUE 11X10
OPEN FLOOR AREA 11X10
KRLABEL CREATIONS
HALLWAY
C DRESS. RM C.
Main Entrance



LOCATION MAP

SUD-21-0103 **Scale: 1" = 250'**

Consider a request by Joann Cervantes for a Specific Use Designation, with term, for the sale and on premises consumption of all alcoholic beverages in a vendor market, on a 5,790 square foot portion of a 0.4 acre tract of land located in the SW/4 of Section 33, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

Generally located on the southwest side of the intersection of West Wall Street and Bankhead Highway. (Council District 2)

LEGEND

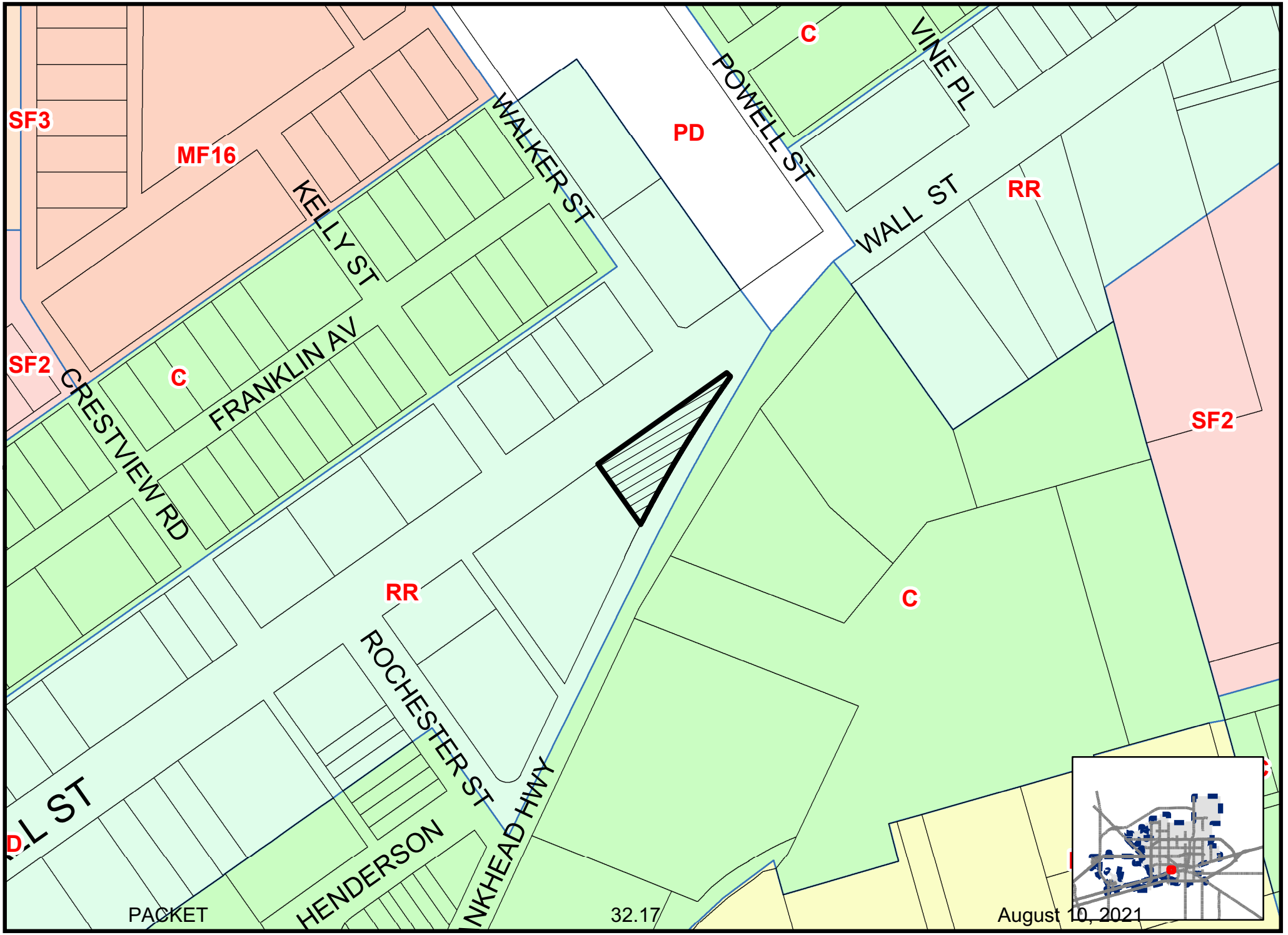
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By JM, 07/13/2021

SUD-21-0103

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


Kevlar


One More Round
3201
OPEN
HANDICAPPED PARKING ONLY




BUICK
GMC
Pontiac
SEWELL
CARDIT ONE
Chevron

City Council Meeting

Item Number: 33

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Jamie Radcliff, Budget Manager

Subject: RESOLUTION RECORDING A VOTE ON A PROPOSAL TO CONSIDER AN AD VALOREM TAX RATE FOR THE FISCAL YEAR 2021-2022 AND TO ESTABLISH A DATE TO HOLD A PUBLIC HEARING ON THE PROPOSED TAX RATE; ESTABLISHING DATES WHEN THERE WILL BE A RECORD VOTE ON THE TAX RATE; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO POST ALL APPROPRIATE NOTICES (DISTRICT: NONE) (FINANCE)

Purpose:

This agenda item allows for City Council to consider and record a vote on a proposed ad valorem tax rate for the upcoming Fiscal Year 2021-2022.

Recommended City Council Action:

Approve

Fiscal Impact:

The ad valorem tax rate determines the property tax revenue for Fiscal Year 2021-2022, and is therefore required for the adoption of the Fiscal Year 2021-2022 budget.

Discussion:

State Law requires the City Council to approve a proposed tax rate for a public hearing and for the future adoption of a tax rate.

The proposed budget was presented in the Council Budget Workshop on July 14, 2021. This budgeted property tax was based off the most recent estimate received from Midland County Appraisal District (MCAD) on June 8, 2021. These estimates provided a proposed tax rate of 37.11 cents per $100 valuation.

The 2021 Certified Estimate of Taxable Values were received on July 26, 2021 from the Midland Central Appraisal District, increasing the total taxable value to $17.2 billion. Based on the certified estimates, the tax rate proposed today is **36.7189** cents per $100 valuation, which is just under the Voter Approval Rate. This rate is calculated by increasing the No-New-Revenue M&O rate by 3.5%, then adding the debt service rate. The No-New-Revenue tax rate amounted to 35.9758 cents per $100 valuation.

This proposed rate would provide approximately $1.1 million additional in property tax revenue over the proposed budget.

Council may ultimately adopt a lower tax rate than the proposed, but they cannot adopt a tax rate that exceeds 36.7189 cents approved in this resolution.

This item is placed on the agenda to meet requirements in public notifications of the upcoming hearing and vote on the tax rate. The proposal must specify a desired rate.

The public hearing on the tax rate will be held at the regular City Council Meeting on August 24th, 2021.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION RECORDING A VOTE ON A PROPOSAL TO CONSIDER AN AD VALOREM TAX RATE FOR THE FISCAL YEAR 2021-2022 AND TO ESTABLISH A DATE TO HOLD A PUBLIC HEARING ON THE PROPOSED TAX RATE; ESTABLISHING DATES WHEN THERE WILL BE A RECORD VOTE ON THE TAX RATE; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO POST ALL APPROPRIATE NOTICES

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to call for a vote to place a proposal to adopt a tax rate of $0.367189 per $100 taxable assessed valuation on the agenda of a future City Council meeting as an action item;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That there will be a public hearing on the proposed tax rate of $0.367189 per $100 taxable assessed valuation on August 24, 2021, at 10:00 a.m., and there will be a record vote on said proposed tax rate on August 24, 2021, at 10:00 a.m., and on September 14, 2021, at 10:00 a.m.

SECTION TWO. That the City Manager is hereby authorized and directed to execute all documents necessary to give proper notice to the public regarding the property tax rate issue to be discussed at the August 24, 2021, meeting of the Midland City Council and any other notices required by law.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Christy Weakland, Interim Finance Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

2021 CHIEF APPRAISER'S CERTIFIED ESTIMATE
CITY OF MIDLAND

GROSS VALUE	$18,677,118,711
LOSS DUE TO AGRICULTURAL USE	($49,429,470)
CONSTITUTIONAL EXEMPT PROPERTY	($689,112,138)
DISABLED VETERAN EXEMPTION	($5,783,500)
DISABLED VETERAN EXEMPTION FROZEN	$0
DISABLED VETERAN EXEMPTION (100%)	($47,524,636)
GENERAL HOMESTEAD EXEMPTION	$0
GENERAL HOMESTEAD EXEMPTION FROZEN	$0
HOMESTEAD EXEMPTION (LOCAL OPTION)	$0
HOMESTEAD EXEMPTION FROZEN (LOCAL OPTION)	$0
HOMESTEAD EXEMPTION (LOCAL PERCENT OPTION)	$0
HOMESTEAD EXEMPTION (LOCAL PERCENT OPTION) FROZEN	$0
OVER 65 EXEMPTION	$0
FROZEN OVER 65 EXEMPTION	$0
OVER 65 EXEMPTION (LOCAL OPTION)	($59,987,361)
OVER 65 EXEMPTION FROZEN (LOCAL OPTION)	$0
DISABLED EXEMPTION	$0
DISABLED EXEMPTION FROZEN	$0
DISABLED EXEMPTION (LOCAL OPTION)	$0
DISABLED EXEMPTION (LOCAL OPTION) FROZEN	$0
ABATEMENTS	$0
POLLUTION CONTROL	($23,950)
FREEPORT EXEMPTION	($2,965,315)
MINIMUM VALUE LOSS (MINERALS & PERSONAL PROPERTY	($383,910)
PARTIAL YEAR EXEMPTION/ LEASED VEHICLES & OTHER	($1,485,482)
10% CAP LOSS	($226,056,219)
TOTAL TAXABLE VALUE FOR 2021	$17,594,366,730
LESS VALUE STILL UNDER PROTEST	$2,109,978,957
ESTIMATED VALUE THAT WILL BE CERTIFIED BY ARB	($1,708,130,733)
CERTIFIED ESTIMATE TAXABLE VALUE FOR 2021	$17,192,518,506

I, Jerry M. Bundick, Chief Appraiser for the Midland Central Appraisal District, do solemnly swear or affirm that I have made, or caused to be made, a diligent effort to ascertain all property in the City of Midland subject to appraisal by me and that I have included in the certified estimate, the market and taxable values of property that I am aware of at an appraised value determined as required by law.



Jerry M. Bundick
Sworn to and subscribed before me the 24th day of July, 2021

CHIEF APPRAISER'S CERTIFIED ESTIMATE
CITY OF MIDLAND

	REAL ESTATE	P P	P&A MIN	P&A PP	TOTALS
GROSS VALUE	$16,062,910,951	$1,144,656,540	$1,055,683,110	$413,868,110	$18,677,118,711
LOSS DUE TO AGRICULTURAL USE	($49,429,470)	$0	$0	$0	($49,429,470)
CONSTITUTIONAL EXEMPT PROPERTY	($681,595,988)	($3,675,030)	($3,841,120)	$0	($689,112,138)
DISABLED VETERAN EXEMPTION	($5,771,500)	($12,000)	$0	$0	($5,783,500)
DISABLED VETERAN EXEMPTION FROZEN	$0	$0	$0	$0	$0
DISABLED VETERAN EXEMPTION (100%)	($47,495,996)	($28,640)	$0	$0	($47,524,636)
GENERAL HOMESTEAD EXEMPTION	$0	$0	$0	$0	$0
GENERAL HOMESTEAD EXEMPTION FROZEN	$0	$0	$0	$0	$0
HOMESTEAD EXEMPTION (LOCAL OPTION)	$0	$0	$0	$0	$0
HOMESTEAD EXEMPTION FROZEN (LOCAL OPTION)	$0	$0	$0	$0	$0
HOMESTEAD EXEMPTION (LOCAL PERCENT OPTION)	$0	$0	$0	$0	$0
HOMESTEAD EXEMPTION (LOCAL PERCENT OPTION) FROZEN	$0	$0	$0	$0	$0
OVER 65 EXEMPTION	$0	$0	$0	$0	$0
FROZEN OVER 65 EXEMPTION	$0	$0	$0	$0	$0
OVER 65 EXEMPTION (LOCAL OPTION)	($59,796,694)	($190,667)	$0	$0	($59,987,361)
OVER 65 EXEMPTION FROZEN (LOCAL OPTION)	$0	$0	$0	$0	$0
DISABLED EXEMPTION	$0	$0	$0	$0	$0
DISABLED EXEMPTION FROZEN	$0	$0	$0	$0	$0
DISABLED EXEMPTION (LOCAL OPTION)	$0	$0	$0	$0	$0
DISABLED EXEMPTION (LOCAL OPTION) FROZEN	$0	$0	$0	$0	$0
ABATEMENTS	$0	$0	$0	$0	$0
POLLUTION CONTROL	$0	$0	$0	($23,950)	($23,950)
FREEPORT EXEMPTION	$0	($241,635)	$0	($2,723,680)	($2,965,315)
MINIMUM VALUE LOSS (MINERALS & PERSONAL PROPERTY	$0	($32,700)	($351,210)	$0	($383,910)
PARTIAL YEAR EXEMPTION/ LEASED VEHICLES & OTHER	($1,324,902)	($160,580)	$0	$0	($1,485,482)
10% CAP LOSS	($226,056,219)	$0	$0	$0	($226,056,219)
TOTAL TAXABLE VALUE FOR 2021	$14,991,440,182	$1,140,315,288	$1,051,490,780	$411,120,480	$17,594,366,730
LESS VALUE STILL UNDER PROTEST	$2,076,290,957	$33,688,000	$0	$0	$2,109,978,957
ESTIMATED VALUE THAT WILL BE CERTIFIED BY ARB	($1,677,643,093)	($30,487,640)	$0	$0	($1,708,130,733)
CERTIFIED ESTIMATE TAXABLE VALUE FOR 2021	$14,592,792,318	$1,137,114,928	$1,051,490,780	$411,120,480	$17,192,518,506

I, Jerry M. Bundick, Chief Appraiser for the Midland Central Appraisal District, do solemnly swear or affirm that I have made, or caused to be made, a diligent effort to ascertain all property in the City of Midland subject to appraisal by me and that I have included in the certified estimate, the market and taxable values of property that I am aware of at an appraised value determined as required by law.

Jerry M. Bundick

Jerry M. Bundick
Sworn to and subscribed before me the 24th day of July, 2021

Possible Tax Rates for City of Midland
Budget Fiscal Year 2022

PROPOSED BUDGET TAXABLE VALUES	2022	2021	Difference
	$ 16,755,244,714	$ 16,830,622,044	$ (75,377,330)

2022 Debt Service Portion of tax dollars is **$9,789,390**

	Tax Rate: Cents per $100 Valuation	Tax Dollars	Change over Last Year	Change over No-New-Revenue Rate	Taxes on $100,000 Value	Taxes on $288,698 Average Home	GF REVENUE
Last Year Tax	0.358928	$60,409,815			$358.93	$1,036.22	
NNR M&O Rate	0.30956						
Debt Service Rate	0.58251						
No-New-Revenue	**$0.371122**	**$62,182,399**	**$1,772,584**	**$0**	**$371.12**	**$1,071.42**	**$52,422,289**
Voter-Approval	$0.378645	$63,442,896	$3,033,081	$1,260,497	$378.65	$1,093.14	$53,682,786
Proposed Tax Rate	*$0.378644*	*$63,442,729*	*$3,032,914*	*$1,260,330*	*$378.64*	*$1,093.14*	*$53,682,619*

FINAL CERTIFIED TAXABLE VALUES	2022	2021	Difference
	$ 17,209,803,386	$ 16,830,622,044	$ 379,181,342

2022 Debt Service Portion of tax dollars is **$9,789,390**

	Tax Rate: Cents per $100 Valuation	Tax Dollars	Change over Last Year	Change over No-New-Revenue Rate	Taxes on $100,000 Value	Taxes on $288,698 Average Home	GF REVENUE
NNR M&O Rate	0.30033						
Debt Service Rate	0.056348						
No-New-Revenue	0.359758	$61,913,644	$1,503,829	$0	$360	$1,039	$52,124,254
Voter-Approval	**0.36719**	$63,192,677	$2,782,862	**$1,279,033**	$367	$1,060	$53,403,287
Proposed Tax Rate	***0.367189***	***$63,192,505***	***$63,192,505***	***$1,278,860***	***$367***	***$1,060***	***$53,403,115***

Note:

State Law requires at least 60% of the members of the governing body of a city to vote in favor of an ordinance setting a property tax rate that exceeds the effective tax rate. Need 5 votes in favor of the levy.

City Council Meeting

Item Number: 34

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Michael Pacelli, City Traffic Engineer

Subject: AN ORDINANCE AMENDING TITLE X, "TRAFFIC REGULATIONS", CHAPTER FOUR, "TRAFFIC CONTROL DEVICES", SECTION 11, "SCHOOL ZONES", OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10114; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION (DISTRICT: ALL) (ENGINEERING SERVICES)

Purpose:

To revise school zone speed limit regulations at select locations.

Recommended City Council Action:

Approve

Fiscal Impact:

The cost to modify existing signs is minimal and funded in Traffic Operations regular operating budget.

Discussion:

The Legal Department has prepared an ordinance replacing the existing ordinance for "School Zones and Crossings" within the City of Midland, authorizing revisions to school zones as described below.

The Midland Independent School District (MISD) changed the normal operating hours for nearly all schools within the District for the 2021-2022 school year. Therefore, the school speed zone times need to be adjusted citywide.

With a couple exceptions, most school zones at MISD elementary schools will now be in effect from 6:30 am to 4:00 pm (or 6:30 to 8:00 am and 2:30 to 4:00 pm for zones with split times). Most school zones at MISD secondary schools will be in effect from 7:30 am to 4:45 pm (or 7:30 to 9:00 am and 3:30 to 4:45 pm for zones with split times).

Attempts were also made to contact the eight private schools in Midland that have school speed zones. The only changes for this year are at Midland Academy Charter School.

Due to the early start of MISD's new school year on August 2nd and the late notice of the time changes, City staff has already gone ahead and changed the speed limit signing in anticipation of this ordinance.

Staff recommends approval.

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE X, "TRAFFIC REGULATIONS", CHAPTER FOUR, "TRAFFIC CONTROL DEVICES", SECTION 11, "SCHOOL ZONES", OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10114; 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, Section 10-1-1(A)(44) of the City Code defines school zones as areas, whether adjacent to schools or not, when properly marked by signs or pavement markings designating them as school zones; and

WHEREAS, the City Traffic Engineer has recommended the establishment of certain locations within the City to be designated as school zones and certain changes in existing school zones, all based on engineering and traffic investigations; and

WHEREAS, the Council finds it to be in the public interest to follow the recommendations of the City Traffic Engineer in this matter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That Midland City Code Title X, "Traffic Regulations", Chapter 4, "Traffic Control Devices", Section 11, "School Zones", shall hereby be amended to read in its entirety as follows:

10-4-11. SCHOOL ZONES.

The following described areas or locations are hereby designated "School Zones" and are reduced speed zones designated on streets by the City of Midland to facilitate safe crossing of the streets by children going to or leaving public or private elementary or secondary schools during the times the reduced speed limits apply. No person shall drive a motor vehicle in such areas or locations at a speed greater than is reasonable and prudent under the circumstances then existing. The speed limits specified hereinafter shall be lawful, but any speed in excess of the limits specified below during the hours set out hereinafter for each location or when flashing lights are in place and operating shall be prima facie evidence

that the speed is not reasonable or prudent and is unlawful on the days schools are in session.

(A) Abell Junior High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Heritage Boulevard from the centerline of Wadley Avenue to a point 170 feet south of the centerline of Highland Boulevard/Highland Court.

2. Highland Boulevard from the centerline of Heritage Boulevard to a point 830 feet west of the centerline of Heritage Boulevard.

(B) Abell Junior High School - 20 mph - 7:30 a.m. to 9:00 a.m. and 3:30 p.m. to 4:45 p.m.

Wadley Avenue from a point 100 feet east of the centerline of Heritage Boulevard to a point 830 feet west of the centerline of Heritage Boulevard.

(C) Alamo Junior High School - 25 mph - 6:30 a.m. to 9:00 a.m. and 2:30 p.m. to 4:45 p.m.

Illinois Avenue - from a point 211 feet east of the centerline of McDonald Street to a point 200 feet west of the centerline of McDonald Street.

(D) Alamo Junior High School - See "Bonham Elementary School and Alamo Junior High School."

(E) Anson Jones Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Illinois Avenue - from a point 210 feet east of the centerline of Stoneybrook Drive to a point 210 feet west of the centerline of Stoneybrook Drive.

(F) Anson Jones Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Stoneybrook Drive - from a point 88 feet north of the centerline of Shadylane Drive to the centerline of Shadylane Drive.

2. Shadylane Drive - from a point 160 feet north of the centerline of Thomason Drive to a point 150 feet east of the centerline of Thornridge Drive.

3. Thornridge Drive - from a point 160 feet north of the centerline of Thomason Drive to the centerline of Shadylane Drive.

(G) Ben Milam Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

1. Wadley Avenue - from a point 293 feet east of the centerline of Edwards Street at its easternmost intersection with Wadley Avenue to a point 280 feet west of the centerline of Edwards Street at its easternmost intersection with Wadley Avenue.

2. Lamesa Road - from a point 200 feet north of the centerline of the west

leg of Dormard Avenue to a point 200 feet south of the centerline of the west leg of Dormard Avenue.

3. Main Street - from a point 175 feet north of the centerline of Dormard Avenue to a point 175 feet south of the centerline of Dormard Avenue.

(H) Ben Milam Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Shandon Avenue - from a point 230 feet west of the centerline of Edwards Street to a point 300 feet east of the centerline of Barber Drive.

2. Dengar Avenue - from a point 230 feet west of the centerline of Edwards Street to the centerline of Edwards Street.

3. Dengar Avenue - from the centerline of Barber Drive to a point 295 feet east of the centerline of Barber Drive.

4. Dormard Avenue - from a point 300 feet west of the centerline of Edwards Street to a point 230 feet east of the centerline of Barber Drive.

5. Edwards Street - from a point 205 feet south of the centerline of Dormard Avenue to a point 160 feet north of the centerline of Shandon Avenue.

6. Barber Drive - from a point 175 feet south of the centerline of Dormard Avenue to a point 155 feet north of the centerline of Shandon Avenue.

(I) Bonham Elementary School and Alamo Junior High School - 20 mph - 6:30 a.m. to 9:00 a.m. and 2:30 p.m. to 4:45 p.m.

Midland Drive - from a point 205 feet north of the centerline of Crockett Avenue to a point 185 feet south of the centerline of Storey Avenue.

(J) Bonham Elementary School and Alamo Junior High School - 20 mph - 6:30 a.m. to 4:45 p.m.

1. Cuthbert Avenue - from a point 235 feet west of the centerline of Delmar Street to a point 185 feet east of the centerline of Bonham Street.

2. Storey Avenue - from a point 450 feet west of the centerline of Delmar Street to the centerline of McDonald Street.

3. Storey Avenue - from the centerline of Bonham Street to a point 220 feet east of the centerline of Bonham Street.

4. Delmar Street - from a point 195 feet south of the centerline of Storey Avenue to the centerline of Storey Avenue.

5. Delmar Street - from a point 170 feet north of the centerline of Cuthbert

Avenue to the centerline of Cuthbert Avenue.

6. McDonald Street - from a point 200 feet south of the centerline of Storey Avenue to a point 115 feet north of the centerline of Cuthbert Avenue.

7. Bonham Street - from a point 170 feet south of the centerline of Storey Avenue to a point 118 feet north of the centerline of Cuthbert Avenue.

8. Dunbar Street - from a point 115 feet north of the centerline of Cuthbert Avenue to the centerline of Cuthbert Avenue.

(K) Bowie Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

1. "A" Street - from a point 140 feet north of the centerline of Elk Avenue to a point 175 feet south of the centerline of Douglas Avenue.

2. Douglas Avenue - from the centerline of "A" Street to a point 195 feet east of the centerline of "A" Street.

3. Douglas Avenue - from a point 205 feet east of the centerline of "D" Street to a point 175 feet west of the centerline of "D" Street.

(L) Bowie Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Elk Avenue - from the centerline of "B" Street to the centerline of "A" Street.

2. Douglas Avenue - from a point 90 feet east of the centerline of "C" Street to the centerline of "B" Street.

3. Princeton Avenue - from a point 255 feet west of the centerline of "B" Street to the centerline of "B" Street.

4. "B" Street - from a point 150 feet north of the centerline of Elk Avenue to a point 160 feet south of the centerline of Princeton Avenue.

(M) Bunche Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Pennsylvania Avenue - from a point 165 feet east of the centerline of Carver Street to a point 190 feet east of the centerline of Jackson Street.

2. Adams Street - from the centerline of Pennsylvania Avenue to a point 135 feet north of the centerline of Pennsylvania Avenue.

3. Jackson Street - from a point 140 feet north of the centerline of Pennsylvania Avenue to a point 215 feet north of the centerline of Cloverdale Road.

4. California Avenue - from the centerline of Jackson Street to a point 200 feet east of the centerline of Jackson Street.

(N) Burnett Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Spraberry Drive - from a point 175 feet north of the centerline of Devonian Drive to a point 130 feet north of the centerline of Pleasant Drive.

2. Ruby Drive - from the centerline of Canyon Drive to a point 165 feet north of the centerline of Devonian Drive.

3. Raymond Drive - from a point 185 feet north of the centerline of Canyon Drive to a point 50 feet north of the centerline of Pleasant Drive.

4. Devonian Drive - from a point 230 feet west of the centerline of Spraberry Drive to the centerline of Spraberry Drive.

5. Canyon Drive - from the centerline of Spraberry Drive to a point 280 feet east of the centerline of Raymond Drive.

6. Pasadena Drive - from the centerline of Spraberry Drive to a point 230 feet west of the centerline of Spraberry Drive.

7. Howard Drive - from the centerline of Raymond Drive to a point 295 feet east of the centerline of Raymond Drive.

(O) Bush Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Whittle Way - from a point 175 feet north of the centerline of Preston Avenue to a point 200 feet south of the centerline of Preston Avenue.

(P) Bush Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Idlewilde Drive - from a point 90 feet north of the centerline of Rainbow Road to the centerline of Preston Drive.

2. Preston Drive - from a point 150 feet east of the centerline of Idlewilde Drive to a point 150 feet west of the centerline of Sunburst Drive.

3. Sunburst Drive - from a point 90 feet north of the centerline of Rainbow Road to a point 150 feet north of the centerline of Preston Drive.

(Q) Carver Center - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Carver Street - from a point 175 feet north of the centerline of Texas Avenue to a point 160 feet south of the centerline of Wall Street.

2. Texas Avenue - from a point 150 feet west of the centerline of Carver Street to the centerline of Carver Street.

3. Adams Street - from a point 150 feet south of the centerline of Wall

Street to the centerline of Wall Street.

4. Jesse Street - from a point 100 feet north of the centerline of Wall Street to the centerline of Wall Street.

(R) Coleman High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Golf Course Road - from a point 60 feet west of the centerline of Benton Street to a point 120 feet west of the centerline of Tilden Street.

2. Tilden Street - from a point 70 feet north of the centerline of Jax Street to the centerline of Golf Course Road.

(S) DeZavala Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

1. Lamesa Road - from a point 300 feet north of the centerline of Louisiana Avenue to a point 250 feet south of the centerline of Louisiana Avenue.

2. Louisiana Avenue - from a point 200 feet west of the centerline of Lamesa Road to a point 150 feet east of the centerline of Lamesa Road.

3. Garden Lane - from a point 180 feet west of the centerline of Lee Street to a point 191 feet east of the centerline of Lee Street.

4. Walnut Lane - from a point 184 feet west of the centerline of Lee Street to a point 196 feet east of the centerline of Lee Street.

(T) DeZavala Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Orchard Lane - from the centerline of Lee Street to a point 175 feet east of the centerline of Lee Street.

2. Lee Street - from a point 325 feet north of the centerline of Mesquite Street to a point 50 feet north of the centerline of South Street.

3. Mesquite Street - from the centerline of Lee Street to a point 175 feet east of the centerline of Lee Street.

(U) Emerson Elementary School and Goddard Junior High School - 20 mph - 6:30 a.m. to 4:45 p.m.

1. Ward Street - from a point 250 feet south of the centerline of Haynes Drive to a point 135 feet north of the centerline of Emerson Place.

2. Moss Avenue - from a point 465 feet east of the centerline of Whitney Drive to the centerline of Ward Street.

3. Goddard Drive - from a point 185 feet east of the centerline of Ward Street to the centerline of Ward Street.

4. Emerson Drive - from a point 185 feet east of the centerline of Ward Street to the centerline of Ward Street.

5. Lanham Street - from a point 85 feet north of the centerline of Goddard Street to a point140 feet south of the centerline of Haynes Drive.

6. Haynes Drive - from a point 175 feet east of the centerline of Lanham Street to a point 150 feet west of the centerline of Ward Street.

(V) Fannin Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

1. Neely Avenue - from a point 290 feet east of the centerline of Lanham Street to a point 300 feet west of the centerline of Lanham Street.

2. Garfield Street - from a point 466 feet south of the centerline of Cimmaron Drive to a point 135 feet north of the centerline of Dengar Avenue.

3. Ward Street - from a point 150 feet north of the centerline of Fannin Avenue to a point 160 feet south of the centerline of Fannin Avenue.

(W) Fannin Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Cimmaron Avenue - from a point 285 feet west of the centerline of Lanham Street to a point 250 feet east of the centerline of Mogford Street.

2. Frontier Avenue - from a point 295 feet west of the centerline of Lanham Street to the centerline of Lanham Street.

3. Fannin Avenue - from a point 255 feet west of the centerline of Lanham Street to a point 325 feet east of the centerline of Mogford Street.

4. Lanham Street - from a point 160 feet south of the centerline of Fannin Avenue to a point 180 feet north of the centerline of Cimmaron Avenue.

5. Mogford Street - from a point 155 feet south of the centerline of Fannin Avenue to a point 170 feet north of the centerline of Cimmaron Avenue.

(X) Fasken Elementary School - 25 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Holiday Hill Road - from a point 200 feet north of the centerline of Sherwood Drive to a point 200 feet south of Sherwood Drive.

(Y) Fasken Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Sherwood Drive - from a point 100 feet east of the centerline of

Sandstone Drive to a point 100 feet west of the centerline of Val Verde Drive.

2. Sandstone Drive - from a point 100 feet north of the centerline of Sherwood Drive to a point 100 feet south of the centerline of Val Verde Drive.

3. Val Verde Drive - from the centerline of Sherwood Drive to the centerline of Sandstone Drive.

4. Becker Drive - from the centerline of Sandstone Drive to a point 100 feet south of the centerline of Sandstone Drive.

(Z) General Tommy Franks Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Jax Avenue - from a point 190 feet west of the centerline of Fort Worth Street to the centerline of Terrell Street.

2. Parker Avenue - from a point 190 feet west of the centerline of Fort Worth Street to a point 155 feet east of the centerline of Terrell Street.

3. Fort Worth Street - from the centerline of Parker Avenue to a point 160 feet south of the centerline of Hamby Avenue.

4. Terrell Street - from the centerline of Parker Avenue to a point 100 feet north of the centerline of Jax Avenue.

5. Dallas Street - from the centerline of Parker Avenue to a point 180 feet south of the centerline of Parker Avenue.

(AA) General Tommy Franks Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Lamesa Road - from a point 135 feet south of the centerline of Parker Avenue at its southernmost intersection with Lamesa Road to a point 200 feet north of the centerline of Parker Avenue at its southernmost intersection with Lamesa Road.

(AB) Goddard Junior High School - See "Emerson Elementary School and Goddard Junior High School."

(AC) Greathouse Elementary School 25 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Briarwood Avenue - from a point 540 feet east of the centerline of Mathis Street to a point 450 feet west of the centerline of Mathis Street.

(AD) Greathouse Elementary School 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Oriole Drive - from a point 220 feet north of the centerline of Woodhollow Drive to a point 198 feet south of the centerline of Woodhollow Drive.

(AE) Greathouse Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Mathis Street - from a point 515 feet north of the centerline of Briarwood Avenue to a point 100 feet north of the centerline of Greathouse Avenue.

2. Greathouse Avenue - from a point 180 feet south of the centerline of Mathis Street to a point 450 feet north of the centerline of Mathis Street.

3. Quicksand Drive - from the centerline of Mathis Street to a point 180 feet west of the centerline of Mathis Street.

4. Woodhollow Drive - from the centerline of Mathis Street to a point 390 feet east of the centerline of Mathis Street.

(AF) Henderson Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Bentwood Drive - from a point 265 feet north of the centerline of Graceland Drive to a point 138 feet south of the centerline of Joy Drive.

2. Wilshire Drive - from the centerline of Graceland Drive to a point 160 feet north of the centerline of Graceland Drive.

3. Erie Drive - from the centerline of Graceland Drive to a point 205 feet north of the centerline of Graceland Drive.

4. Eisenhower Drive - from a point 135 feet north of the centerline of Graceland Drive to a point 135 feet south of the centerline of Graceland Drive.

5. Graceland Drive - from a point 130 feet west of the centerline of Bentwood Drive to a point 135 feet east of the centerline of Eisenhower Drive.

(AG) Hillander Private School - 20 mph - 7:30 a.m. to 9:00 a.m. and 1:30 p.m. to 4:00 p.m.

1. Wadley Avenue - from a point 275 feet east of the centerline of "I" Street to a point 560 feet west of the centerline of "I" Street.

2. "I" Street - from a point 170 feet north of the centerline of Wadley Avenue to a point 215 feet south of the centerline of Wadley Avenue.

(AH) Jane Long Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Devonian Drive - from a point 180 feet north of the centerline of Tanner Drive to a point 200 feet south of the centerline of Cedar Spring Drive.

2. Leddy Drive - from the centerline of Cedar Spring Drive to a point 165 feet north of the centerline of Tanner Drive.

3. Tanner Drive - from a point 250 feet west of the centerline of Devonian Drive to a point 215 feet east of the centerline of Leddy Drive.

4. Beckley Drive - from the centerline of Cedar Spring Drive to a point 150 feet south of the centerline of Cedar Spring Drive.

5. Aberdeen Drive - from the centerline of Cedar Spring Drive to a point 250 feet south of the centerline of Cedar Spring Drive.

6. Mercedes Drive - from a point 240 feet west of the centerline of Devonian Drive to the centerline of Devonian Drive.

7. Avondale Drive - from the centerline of Leddy Drive to a point 85 feet east of the centerline of Leddy Drive.

8. Cedar Spring Drive - from a point 125 feet west of the centerline of Devonian Drive to a point 185 feet east of the centerline of Leddy Drive.

(AI) Lamar Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Illinois Avenue - from a point 330 feet east of the centerline of Crestview Road to a point 240 feet west of the centerline of Crestview Road.

(AJ) Lamar Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Kessler Avenue - from a point 120 feet east of the centerline of Midkiff Road to a point 220 feet east of the centerline of Crestview Road.

2. Peach Street - from a point 165 feet south of the centerline of Illinois Avenue to the centerline of Kessler Avenue.

3. Crestview Road - from a point 185 feet south of the centerline of Illinois Avenue to a point 170 feet south of the centerline of Kessler Avenue.

4. Barkley Street - from a point 180 feet east of the centerline of Crestview Road to the centerline of Crestview Road.

(AK) Legacy Freshman High School - 20 mph - 7:30 a.m. to 9:00 a.m. and 3:30 p.m. to 4:45 p.m.

Scharbauer Drive - from a point 195 feet west of the centerline of Butternut Lane to a point 202 feet east of the centerline of Butternut Lane.

(AL) Legacy Freshman High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Oak Avenue - from a point 150 feet west of the centerline of Butternut Lane to a point 200 feet east of the centerline of Lincoln Street.

2. Lincoln Street - from a point 145 feet north of the centerline of Oak Avenue to a point 145 feet north of the centerline of Magnolia Avenue.

3. Maple Avenue - from a point 229 feet east of the centerline of Lincoln Street to the centerline of Lincoln Street.

4. Butternut Lane - from a point 150 feet north of the centerline of Oak Avenue to a point 50 feet north of the centerline of Magnolia Avenue.

(AM) Legacy High School - See "Rusk Elementary School and Legacy High School."

(AN) Midland Academy Charter School - 20 mph - 7:00 a.m. to 8:30 a.m. and 3:00 p.m. to 4:30 p.m.

1. Baird Street - from a point 97 feet north of the centerline of Michigan Avenue to a point 145 feet south of the centerline of Tennessee Avenue.

2. Michigan Avenue - from a point 180 feet east of the centerline of Weatherford Street to a point 180 feet west of the centerline of Baird Street.

3. Tennessee Avenue - from a point 180 feet east of the centerline of Weatherford Street to a point 180 feet west of the centerline of Baird Street.

4. Weatherford Street - from a point 95 feet north of the centerline of Michigan Avenue to a point 165 feet south of the centerline of Tennessee Avenue.

(AO) Midland Christian School - 20 mph - 7:30 a.m. to 8:30 a.m. and 3:00 p.m. to 4:30 p.m.

Neely Avenue - from a point 175 feet east of the centerline of Culver Drive to a point 225 feet west of the centerline of Culver Drive.

(AP) Midland Christian School - 20 mph - 7:30 a.m. to 4:30 p.m.

1. Culver Drive - from the centerline of Gulf Avenue to a point 385 feet north of the centerline of Gulf Avenue.

2. Gulf Avenue - from a point 190 feet east of the centerline of Culver Drive to the centerline of Culver Drive.

3. Northrup Drive - from a point 384 feet south of the centerline of Sinclair Avenue to a point 135 feet north of the centerline of Gulf Avenue.

4. Sinclair Avenue - from a point 158 feet east of the centerline of Culver Drive to the centerline at Northrup Drive.

(AQ) Midland Classical Academy School - 20 mph - 7:30 a.m. to 4:00 p.m.

Whitman Drive - from a point 87 feet north of the centerline of Mockingbird Lane to a point 650 feet south of the centerline of Savoy Place.

(AR) Midland Freshman High School - 25 mph - 7:30 a.m. to 9:00 a.m. and 3:30 p.m. to 4:45 p.m.

Rankin Highway - from a point 265 feet north of the centerline of Hicks Avenue to a point 170 feet south of the centerline of Hicks Avenue.

(AS) Midland Freshman High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Main Street - from a point 180 feet north of the centerline of Hicks Avenue to a point 180 feet south of the centerline of Gist Avenue.

2. Baird Street - from the centerline of Hicks Avenue to a point 150 feet north of the centerline of Hicks Avenue.

3. Weatherford Street - from the centerline of Hicks Avenue to a point 150 feet north of the centerline of Hicks Avenue.

4. Hicks Avenue - from a point 200 feet west of the centerline of Main Street to a point 175 feet east of the centerline of Weatherford Street.

5. Montgomery Avenue - from the centerline of Main Street to a point 210 feet west of the centerline of Main Street.

6. Gist Avenue - from a point 200 feet west of the centerline of Main Street to a point 1040 feet east of the centerline of Main Street.

(AT) Midland High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Ohio Avenue - from a point 150 feet east of the centerline of San Angelo Street to the centerline of "A" Street.

2. "C" Street - from a point 130 feet south of the centerline of Illinois Avenue to the centerline of Illinois Avenue.

3. "D" Street - from a point 115 feet south of the centerline of Illinois Avenue to a point 45 feet north of the centerline of Ohio Avenue.

4. Illinois Avenue - from a point 267 feet west of the centerline of "E" Street to a point 185 feet east of the centerline of "A" Street.

5. "A" Street - from a point 85 feet south of the centerline of Tennessee Avenue to a point 280 feet south of the centerline of Illinois Avenue.

6. Tennessee Avenue - from a point 103 feet west of the centerline of "B" Street to a point 60 feet east of the centerline of "A" Street.

(AU) Midland Montessori School - 20 mph - 7:30 a.m. to 4:30 p.m.

Austin Street - from a point 200 feet north of the centerline of Cuthbert Avenue to a point 80 feet south of the centerline of Bedford Avenue.

(AV) Pease Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Magnolia Avenue - from a point 280 feet west of the centerline of Benton Street to a point 295 feet east of the centerline of Peterson Street.

2. Hickory Avenue - from a point 340 feet west of the centerline of Benton Street to the centerline of Benton Street.

3. Scharbauer Drive - from a point 335 feet west of the centerline of Benton Street to a point 290 feet east of the centerline of Peterson Street.

4. Benton Street - from a point 215 feet north of the centerline of Scharbauer Drive to a point 290 feet east of the centerline of Peterson Street.

5. Peterson Street - from the centerline of Scharbauer Drive to a point 200 feet north of the centerline of Magnolia Avenue.

(AW) Quanah Parker Elementary School - 30 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Midland Drive - from a point 340 feet north of the centerline of St. Andrews Drive to a point 350 feet south of the centerline of St. Andrews Drive.

(AX) Quanah Parker Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Godfrey Drive - from a point 150 feet north of the centerline of St. Andrews Drive to a point 135 feet south of the centerline of St. Andrews Drive.

(AY) Quanah Parker Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. St. Andrews Drive - from a point 150 feet west of the centerline of Casady Court to a point 140 feet west of the centerline of Norwood Street.

2. Greenbriar Drive - from a point 150 feet south of the centerline of St. Andrews Drive to the centerline of St. Andrews Drive.

3. Merrill Drive - from a point 150 feet west of the centerline of Norwood Street to the centerline of Norwood Street.

4. Russell Drive - from a point 175 feet west of the centerline of Norwood Street to the centerline of Norwood Street.

5. Norwood Street - from the centerline of St. Andrews Drive to a point 150 feet north of the centerline of Russell Drive.

(AZ) Rusk Elementary School and Legacy High School - 20 mph - 6:30 a.m. to 4:45 p.m.

1. Neely Avenue - from a point 175 feet west of the centerline of McDonald Street to a point 250 feet east of the centerline of Tarleton Street.

2. McDonald Street - from a point 155 feet south of the centerline of Neely Avenue to a point 115 feet north of the centerline of Cimmaron Avenue.

3. Wedgewood Street - from a point 200 feet south of the centerline of Neely Avenue to the centerline of Cimmaron Avenue.

4. Cimmaron Avenue - from a point 205 feet west of the centerline of McDonald Street to a point 170 feet east of the centerline of Shandon Avenue.

5. Fannin Avenue - from the centerline of McDonald Street to a point 200 feet west of the centerline of McDonald Street.

6. Shandon Avenue - from a point 235 feet north of the centerline of Cimmaron Avenue to the centerline of Cimmaron Avenue.

7. Imperial Avenue - from a point 235 feet north of the centerline of Cimmaron Avenue to the centerline of Cimmaron Avenue.

8. Godfrey Street - from a point 145 feet south of the centerline of Neely Avenue to a point 158 feet north of the centerline of Rebel Drive.

(BA) Rusk Elementary School - 20 mph - 6:30 a.m. to 4:45 p.m.

1. Dengar Avenue - from a point 250 feet east of the centerline of Tarleton Street to the centerline of Tarleton Street.

2. Fannin Avenue - from the centerline of Tarleton Street to a point 240 feet east of the centerline of Tarleton Street.

3. Cimmaron Avenue - from the centerline of Tarleton Street to a point 295 feet east of the centerline of Tarleton Street.

4. Tarleton Street - from a point 175 feet south of the centerline of Neely Avenue to a point 140 feet north of the centerline of Dengar Avenue.

(BB) St. Ann's School - 20 mph - 7:00 a.m. to 4:00 p.m.

1. Texas Avenue - from a point 195 feet west of the centerline of "N" Street to a point 30 feet west of the centerline of "L" Street.

2. "N" Street - from the centerline of Illinois Avenue to a point 180 feet south of the centerline of Texas Avenue.

3. "M" Street - from the centerline of Illinois Avenue to a point 180 feet south of the centerline of Texas Avenue.

(BC) Sam Houston Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 5:30 p.m.

1. Cuthbert Avenue - from a point 335 feet east of the centerline of "N" Street at its easternmost intersection with Cuthbert Avenue to a point 297 feet west of the centerline of "N" Street at its easternmost intersection with Cuthbert Avenue.

2. "N" Street - from the centerline of Louisiana Avenue to the centerline of Cuthbert Avenue.

(BD) Sam Houston Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

1. Louisiana Avenue - from a point 285 feet east of the centerline of Garfield Street to a point 40 feet east of the centerline of "L" Street.

2. "L" Street - from a point 238 feet south of the centerline of Louisiana Avenue to a point 150 feet north of the centerline of Louisiana Avenue.

3. "M" Street - from a point 250 feet south of the centerline of Louisiana Avenue to the centerline of Louisiana Avenue.

4. Michigan Avenue - from a point 180 feet east of the centerline of North "N" Street to a point 180 feet west of the centerline of North "N" Street.

5. "N" Street - from a point 315 feet south of the centerline of Louisiana Avenue to the centerline of Louisiana Avenue.

(BE) San Jacinto Junior High School - 20 mph - 7:30 a.m. to 9:00 a.m. and 3:30 p.m. to 4:45 p.m.

1. Golf Course Road - from a point 208 feet east of the centerline of "N" Street to a point 185 feet west of the centerline of "N" Street.

2. Garfield Street - from a point 287 feet south of the centerline of Community Lane to a point 287 feet north of the centerline of Community Lane.

(BF) San Jacinto Junior High School - 20 mph - 7:30 a.m. to 4:45 p.m.

1. Community Lane - from a point 160 feet east of the centerline of Garfield Street to a point 120 feet east of the centerline of "N" Street.

2. Douglas Avenue - from the centerline of "N" Street to a point 190 feet east of the centerline of "N" Street.

3. Hodges Street - from the centerline of Community Lane to a point 225 feet north of the centerline of Community Lane.

4. "N" Street - from a point 340 feet north of the centerline of Community Lane to a point 170 feet south of the centerline of Douglas Avenue.

(BG) Santa Rita Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Bluebird Lane - from a point 215 feet east of the centerline of Whitman Street to a point 200 feet west of the centerline of Whitman Street.

(BH) Santa Rita Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

Whitman Drive - from a point 760 feet north of the centerline of Bluebird Lane to a point 920 feet south of the centerline of Mockingbird Lane.

(BI) Scharbauer Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Crowley Boulevard - from a point 250 feet south of the centerline of Hereford Boulevard to a point 575 feet north of the centerline of Hereford Boulevard.

2. Hereford Boulevard - from a point 250 feet south of the centerline of Homestead Boulevard to a point 136 feet north of the centerline of Crowley Boulevard.

3. Homestead Boulevard - from the centerline of Hereford Boulevard to a point 425 feet west of the centerline of Hereford Boulevard.

(BJ) South Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Big Spring Street - from a point 220 feet north of the centerline of Dakota Street to a point 165 feet south of the centerline of Dakota Street.

(BK) South Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Dakota Avenue - from a point 155 feet west of the centerline of Colorado Street to a point 240 feet east of the centerline of Main Street.

2. New Jersey Avenue - from a point 205 feet west of the centerline of Colorado Street to a point 235 feet east of the centerline of Main Street.

3. Colorado Street - from a point 145 feet south of the centerline of New Jersey Avenue to a point 230 feet north of the centerline of Dakota Avenue.

4. Loraine Street from a point 230 feet south of the centerline of New Jersey Avenue to the centerline of New Jersey Avenue.

5. Loraine Street - from the centerline of Dakota Avenue to a point 175 feet north of the centerline of Dakota Avenue.

6. Main Street - from a point 120 feet south of the centerline of New Jersey Avenue to a point 200 feet north of the centerline of Dakota Avenue.

(BL) Travis Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Gist Avenue - from a point 190 feet west of the centerline of Marshall Street to a point 170 feet east of the centerline of Atlanta Street.

2. Marshall Street - from the centerline of Gist Avenue to a point 205 feet north of the centerline of Gist Avenue.

3. Jefferson Street - from the centerline of Gist Avenue to a point 215 feet north of the centerline of Gist Avenue.

4. Atlanta Street - from the centerline of Gist Avenue to a point 190 feet north of the centerline of Gist Avenue.

(BM) Trinity Private School - 25 mph - 7:30 a.m. to 8:30 a.m. and 2:45 p.m. to 4:45 p.m.

Wadley Avenue - from a point 150 feet west of the centerline of Godfrey Street to the centerline of Tarleton Street.

(BN) Trinity Private School - 20 mph - 7:30 a.m. to 8:30 a.m. and 2:45 p.m. to 4:45 p.m.

1. Godfrey Street - from a point 150 feet south of the centerline of Wadley Avenue to a point 265 feet south of the centerline of Trinity Drive.

2. Jordan Avenue - from a point 150 feet south of the centerline of Wadley Avenue to the centerline of Wadley Avenue.

(BO) Washington Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Indiana Avenue - from a point 225 feet west of the centerline of Tilden Street to a point 210 feet east of the centerline of Tilden Street.

(BP) Washington Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Wall Street - from a point 150 feet west of the centerline of Carver Street to the centerline of Calhoun Street.

2. Tilden Street - from a point 155 feet north of the centerline of Wall Street to a point 100 feet north of the centerline of Indiana Avenue.

3. Donald Street - from a point 100 feet north of the centerline of Wall Street to the centerline of Wall Street.

4. Lincoln Street - from a point 100 feet north of the centerline of Wall Street to the centerline of Wall Street.

5. Jackson Street - from a point 100 feet north of centerline of Wall Street to the centerline of Wall Street.

(BQ) West Education Center - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Missouri Avenue - from a point 40 feet east of the centerline of Garfield Street to a point 255 feet east of the centerline of "N" Street.

2. Indiana Avenue - from a point 40 feet east of the centerline of Garfield Street to a point 155 feet east of the centerline of "N" Street.

3. "N" Street - from a point 200 feet north of the centerline of Missouri Avenue to a point 215 feet south of the centerline of Indiana Avenue.

4. "O" Street - from a point 165 feet north of the centerline of Missouri Avenue to the centerline of Missouri Avenue.

(BR) Yarbrough Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Shea Lane - from a point 340 feet east of the centerline of Hall of Fame Boulevard to a point 90 feet north of the centerline of Legends Boulevard.

2. Legends Boulevard - from the centerline of Shea Lane to a point 170 feet east of the centerline of Wagner Drive.

3. Wagner Street / Drive from a point 100 feet north of the centerline of Legends Boulevard to a point 100 feet south of the centerline of Riverfront Drive.

4. Riverfront Drive - from a point 215 feet west of the centerline of Coliseum Court to the centerline of Wagner Drive.

(BS) Yarbrough Elementary School - 25 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 4:00 p.m.

Avalon Drive - from a point 200 feet north of the centerline of Hall of Fame Boulevard to a point 200 feet south of the centerline of Hall of Fame Boulevard.

SECTION TWO. The Traffic Engineer is hereby authorized and directed to erect and install appropriate signs and markings at the designated locations, in conformance with the State Highway Department's manual and specifications, indicating and carrying out the provisions of this ordinance.

SECTION THREE. That Ordinance No. 10114 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.

SECTION FOUR. That the repeal of the ordinances or parts of ordinances effectuated by the enactment of this ordinance shall not be construed as abating any actions now pending under or by virtue of such ordinances or as discontinuing, abating, modifying, or altering any penalty accruing 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 FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two hundred dollars ($200.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Michael Pacelli, City Traffic Engineer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

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City Council Meeting

Item Number: 35

Meeting Date: August 10, 2021

To: City Council / City Manager

From: Michael Pacelli, City Traffic Engineer

Subject: AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 9945; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION (DISTRICT: ALL) (ENGINEERING SERVICES)

Purpose:

To establish speed limit regulations at select locations.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Discussion:

The Legal Department has prepared an ordinance establishing speed limits on various roadways throughout the City and repealing any previous and/or conflicting ordinances.

This revised ordinance adds speed limits on several roadways for which the posted speed limit differs from the prima facie (default) speed limit established by state law, but which were not included in the prior ordinance.

No speed limits are being increased or decreased from the prior ordinance.

Staff recommends approval.

Morris Williams Jr.

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. 9945; 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

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

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

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

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

Coyote Trail (both directions)

40 mph - in its entirety

Crestgate Avenue (both directions)

25 mph - from the centerline of Midland Drive to the centerline of Gateway Street

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

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

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

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

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

Holiday Hill Road (both directions)

40 mph - from the northern City limits to the centerline of Loop 250

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

Island Circle (both directions)

25 mph - in its entirety

Island Drive (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

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

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

Neely Avenue (both directions)

30 mph - in its entirety

Polo Parkway (both directions)

25 mph - from the centerline of Loop 250 to the northern terminus of Polo Parkway

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

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

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

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

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

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. 9945 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., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Michael Pacelli, City Traffic Engineer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City of Midland
Office Memorandum

DATE: July 29, 2021

TO: The Honorable Mayor and City Council Members

FROM: John Ohnemiller, City Attorney
Kevin Bailey, Assistant City Attorney

SUBJECT: An Ordinance Amending Title VI, "Police Regulations," Chapter 10, "Dangerous Dogs," of the City Code of Midland, Texas

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The proposed ordinance amends Title VI, Chapter 10, of the Midland City Code (the "Dangerous Dogs Ordinance") by adding a provision applicable to dog owner's appeal of a dangerous dog determination by the Municipal Court.

The amendment is minor in nature and provides that the Municipal Court may not order the destruction of such a dog during the pendency of a dog owner's appeal in accordance with state law.

As always, please do not hesitate to contact our office if you have any questions.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE VI, "POLICE REGULATIONS", CHAPTER 10, "DANGEROUS DOGS", OF THE CITY CODE OF MIDLAND, TEXAS; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION

WHEREAS, the City Council finds that it is in the best interest of the health, safety and welfare of the citizens of the City of Midland to make amendments to Title VI, Chapter 10, of the Midland City Code;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That Title X, "Police Regulations", Chapter 10, "Dangerous Dogs", of the Midland City Code, is hereby amended to read in its entirety as follows:

6-10-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the following meanings:

(a) "*Authorized investigator*" means the director's designee, a City of Midland animal services officer, or a City of Midland police officer.

(b) "*Bodily injury*" means physical pain, illness, or any impairment of physical condition.

(c) *"Cat"* means a domesticated animal that is a member of the feline family.

(d) "*Dangerous dog*" means a dog that:

(1) Makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own;

(2) Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person; or

(3) Commits an unprovoked attack on another dog or cat that injures or harms such dog or cat and such unprovoked attack occurs in a place other than an

enclosure in which the dog committing the attack was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own.

(e) "*Director*" means the director of animal services for the City of Midland.

(f) "*Dog*" means a domesticated animal that is a member of the canine family.

(g) "*Municipal court*" means the City of Midland municipal court.

(h) "*Owner*" means a person who owns, possesses, harbors, keeps or has custody or control of a dog.

(i) "*Public place*" means any place to which the public or a substantial group of the public has access and includes, but is not limited to, alleys, streets, rights-of-way, highways, parks, and public and private schools.

(j) "*Secure enclosure*" means a fenced area or structure that is:

(1) Locked;

(2) Capable of preventing the entry of the general public, including children;

(3) Capable of preventing the escape or release of a dog; and

(4) In conformance with the requirements for enclosures established by the City of Midland Animal Services Division.

(k) *"Serious bodily injury"* means an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

6-10-2. Dangerous dog determination.

(a) If a person reports an incident involving an alleged dangerous dog to the director or an authorized investigator, then the director or authorized investigator, as applicable, may investigate the incident. If after conducting the investigation, the director or authorized investigator, as applicable, determines that there is probable cause to believe the dog is a dangerous dog, then the director or authorized investigator, as applicable, shall file a sworn petition in municipal court seeking a judicial determination that the dog is a dangerous dog.

(b) Notwithstanding subsection (a), the director or an authorized investigator may file a sworn petition in municipal court seeking a judicial determination that a dog is a dangerous dog based on his or her own observations and investigation without first receiving a report of an incident involving such dog.

(c) The sworn petition filed with the municipal court may contain the following information:

(1) Name, address and telephone number of the complainant;

(2) Date, time and location of the incident involving the dog;

(3) Description of the dog;

(4) Name, address and telephone number of the dog's owner, if known;

(5) A statement regarding the dog that is believed to be a dangerous dog, stating the facts upon which such petition is based;

(6) A statement that the dog has exhibited vicious propensities in past conduct, if known; or

(7) Other facts or circumstances of the incident.

6-10-3. Possession of dog pending hearing.

If after reviewing the petition, the municipal court finds that there is probable cause to believe that the dog in question is a dangerous dog, the municipal court shall order the animal services division to seize the dog and shall issue a warrant authorizing such seizure pending the hearing. The animal services division shall seize the dog and shall provide for the impoundment of the dog in secure humane conditions. If the animal services division has the alleged dangerous dog in its possession, the animal services division shall maintain such possession prior to the hearing unless the municipal court orders that the dog should be released to its owner pending the hearing.

6-10-4. Hearing.

(a) Upon filing of a petition under Section 6-10-2, the municipal court shall set a hearing to determine whether the dog is a dangerous dog. The hearing must be commenced not later than the tenth day after the dog is seized or delivered.

(b) The municipal court shall give written notice of the time and place of the hearing to:

(1) The owner of the dog or the person from whom the dog was seized;

(2) The director; and

(3) The person who filed the petition, if other than the director.

(c) Any interested party, including the city attorney's office, is entitled to present evidence at the hearing.

(d) The person who filed the petition shall have the burden of proof at the hearing. The standard of proof required is by a preponderance of the evidence.

(e) The municipal court shall render a decision in writing within 72 hours after the conclusion of the hearing.

(f) The municipal court may order the humane destruction of the dog if the owner of the dog has not been located before the fifteenth day after the seizure and impoundment of the dog.

6-10-5. Judicial determination.

(a) If the municipal court finds that the dog is not a dangerous dog, the municipal court shall order the animal services division to return the dog to the owner, if the dog is in the city's possession.

(b) If the municipal court finds that the dog is a dangerous dog, the municipal court shall order the director to immediately seize the dangerous dog, unless the dangerous dog is already in the possession of the animal services division, and further order the owner of the dangerous dog to do the following not later than the eleventh day after the municipal court has determined that the dog is a dangerous dog:

(1) Register the dangerous dog with the animal services division and pay a $50.00 yearly registration fee;

(2) Provide for a secure enclosure in which the dangerous dog will be kept and allow the animal services division reasonable access to said secure enclosure for the purpose of inspecting its sufficiency as a secure enclosure;

(3) Obtain a current animal license from the city for the dangerous dog;

(4) Obtain a current rabies vaccination for the dangerous dog;

(5) Obtain liability insurance coverage in an amount of at least $1,000,000.00 to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person, with the City of Midland named as an additional insured on such insurance policy;

(6) Pay all costs or fees assessed by the City of Midland related to the seizure and impoundment of the dangerous dog, which shall include a $50.00 per day dangerous dog boarding/quarantine fee; and

(7) Provide satisfactory proof to the municipal court that the owner has complied with this subsection in all respects.

(c) If the municipal court finds that the dog caused the death of a person by attacking, biting, or mauling the person, the court shall order the dog to be humanely destroyed.

(d) If the municipal court finds that the dog caused serious bodily injury of a person by attacking, biting, or mauling the person, the court may order the dog to be humanely destroyed.

(e) If the municipal court finds that an owner has not fully complied with an order issued under subsection (b) within eleven days, the municipal court shall order the animal services division to humanely destroy the dangerous dog.

(f) Any order to destroy a dog issued by the municipal court under Subsections (c), (d) or (e) is stayed for a period of ten calendar days from the date the order is issued, during which period the dog's owner may file a notice of appeal. The municipal court may not order the destruction of a dog during the pendency of an appeal under Section 822.0424 of the Texas Health and Safety Code.

6-10-6. Dangerous dog offenses; penalties.

(a) A person commits an offense if the person is the owner of a dangerous dog and the dog makes an unprovoked attack on another person outside the dog's enclosure and causes bodily injury to that person.

(b) A person who owns or keeps custody or control of a dangerous dog commits an offense if the person fails to comply with the conditions set by the municipal court in accordance with Section 6-10-5(b) of this code or Section 822.042 of the Texas Health and Safety Code.

(c) A violation of this Section shall be punishable by a fine not to exceed $500.00. If a person is found guilty of an offense under Subsection (a), the municipal court may order the dangerous dog to be humanely destroyed.

6-10-7. Affirmative defenses.

It is an affirmative defense to prosecution under Section 6-10-6 that:

(a) The person is a veterinarian, peace officer, person employed by a recognized animal shelter, or person employed by the state or a political subdivision of the state to deal with stray animals and has temporary ownership, custody, or control of the dog in connection with the person's employment.

(b) The person is an employee of the institutional division of the Texas Department of Criminal Justice or a law enforcement agency that trains or uses dogs for law enforcement or corrections purposes.

(c) The person is an employee of a guard dog company under Chapter 1702, Texas Occupations Code, and has ownership, custody or control of the dog in connection with the person's employment.

(d) The dog was defending a person from an assault or a person's property from damage or theft by the injured person.

6-10-8. Effect.

This chapter does not affect the applicability of any other law, ordinance, rule, regulation or other legal requirement of the City of Midland or the State of Texas.

6-10-9. Governance.

The City of Midland elects to be governed by Section 822.0422 of the Texas Health and Safety Code.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with

any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding five hundred dollars ($500.00) pursuant to state law.

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by law as an alternative method of publishing.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council

member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney