



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS FEBRUARY 10, 2015 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – February 3, 2015
- * Confirmation of committee appointments
- A) Authorize the City Manager to submit an application to the Texas Department of Transportation for a five year temporary closure of State of Texas right-of-way for the Gusher Marathon
- B) Authorize the acceptance of a five foot wide Exclusive Water Line Easement located at 3536 College Street
- C) Authorize the City Manager to execute an Earnest Money Contract for the sale of a vacant 0.872 acre strip of land between Smart Street and West Cedar Street

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., Public Works Director *JM*

MEETING DATE: February 10, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to submit an application to the Texas Department of Transportation (TxDOT) for a five (5) year temporary closure of State of Texas right-of-way for the Gusher Marathon.

BACKGROUND

The Gusher Marathon has taken place in Beaumont since 2010 with this year's marathon taking place March 7, 2015. Each year, the City submits an application for temporary closure of State of Texas right-of-way from MLK Parkway (SPUR 380) from College Street to Jim Gilligan Way. City staff would like to submit a multi-year application which would be in effect from March 7, 2015 through March 7, 2020 upon Council approval. The Gusher Marathon route will remain the same for the five (5) upcoming years as it has the past four (4) years the event has taken place.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY – MULTI-YEAR AGREEMENT**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Beaumont, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Spur 380, in Jefferson, County; and

WHEREAS, the local government has requested the temporary closure of Spur 380 for the purpose of Gusher Marathon, from March 7, 2015 to March 7, 2020 as described in the attached "**Exhibit A**," hereinafter identified as the "**Event**;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 3 day of February, 2015, the Beaumont City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "**Exhibit B**," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and the maximum duration of this agreement shall not exceed five years unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The Gusher Marathon is a sanctioned 26.2 mile, 13.1 mile, and 3.1 mile run event hosted by Sports Society for American Health, a 501(c)(3) nonprofit organization founded in 2000. The event will take place on March 7, 2015. Beginning at the Montagne Center on the Lamar University Campus, the course travels down M L King JR Parkway (Spur 380) continues through downtown Beaumont and returns to the Lamar Campus before finishing back at the Montagne Center. Spur 380 is a 7 lane highway in Jefferson County. The closure will begin at 0600 and conclude at 1400. 8,000 participants are expected for this event. City of Beaumont will provide barricading and personnel to manage the event in cooperation with the event host. More information is provided on the attached flyer (exhibit A) and event map (exhibit C).

Article 3. OPERATIONS OF THE EVENT

- A.** The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
- B.** The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.
- C.** The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.
- D.** The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the

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public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local

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government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Agreement No. _____
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Code Chart 64 # _____
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Local Government:	State:
City of Beaumont	Texas Department of Transportation
_____	_____
_____	_____
_____	_____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF BEAUMONT

Executed on behalf of the local government by:

By _____ Date 2-10-2015
City Official

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Exhibit A
“Event”

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

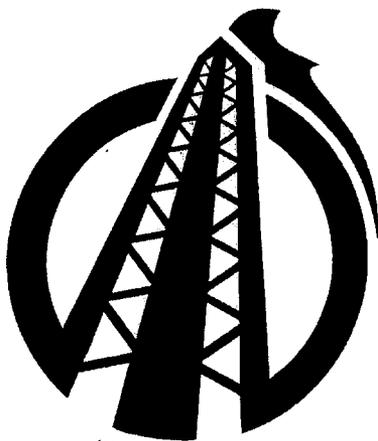
Exhibit B
Resolution / Ordinance

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

**Exhibit C
LOCATION MAP**

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Exhibit A
“Event”



EXYGÖN and Baptist Hospitals
GUSHER
MARATHON
Exxpress Mart HALF MARATHON
KINSEL FORD 5K



*****MEDIA ADVISORY***MEDIA ADVISORY***MEDIA ADVISORY*****

ADVISORY DATE:

Saturday, March 7, 2015

CONTACT:

Richard James III

Director

(409)781-2932

richard@thegushermarathon.com

www.theGusherMarathon.com

www.facebook.com/Gusher.Marathon

**Exygon and Baptist Hospitals Gusher Marathon unveils date.
Saturday, March 7, 2015.**

WHAT: The sixth annual Exygon and Baptist Hospitals Gusher Marathon, Half-Marathon & Kinsel Ford 5K, will be held Saturday, March 7, 2015.

WHERE: The event will begin and end at Lamar University's Montagne Center. The course circles Lamar University, proceeds along MLK Parkway between College St. (Hwy 90) and Lamar University, and winds through downtown Beaumont. This requires numerous road closures and rerouting of traffic in those areas.

WHEN: Saturday, March 7, 2015 starting at 7:30 a.m. and ending about 2 p.m.

WHY: Every city the size of Beaumont or larger is identified by its marathon or half marathon and uses it as a major tourism draw, i.e. Houston, Dallas, Austin, San Antonio, Corpus Christi, El Paso, etc. Marathons add to a city's reputation of being progressive, health conscious and concerned about its citizens. Southeast Texas was named one of the unhealthiest areas in the country. The Gusher Marathon is taking steps to alter that image. Most importantly, obesity, especially in children, has become a national epidemic. We are working to counter this by providing an event that encourages youth and adults to take action toward improving their health.

WHO: The Gusher is hosted by *Sports Society for American Health* a 501(c)(3) nonprofit organization founded in 2000, which hosts professionally sanctioned races and athletic events to improve health especially children's health and education.

Title Sponsors: Exygon, Baptist Hospitals, Exxpress Mart, Kinsel Ford **Lifetime Sponsor:** Moore for Kids

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Agreement No. _____
District # _____
Code Chart 64 # _____
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Exhibit B
Resolution / Ordinance

Agreement No. _____
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Project: _____

Exhibit C
LOCATION MAP

PROJECT LOCATION	MLK & VARIOUS STREETS DOWNTOWN
CITY	JEFFERSON
STATE	TEXAS
SITE ADDRESS:	MLK & VARIOUS STREETS
CN	1001
DRAWING	585
SHEET	1

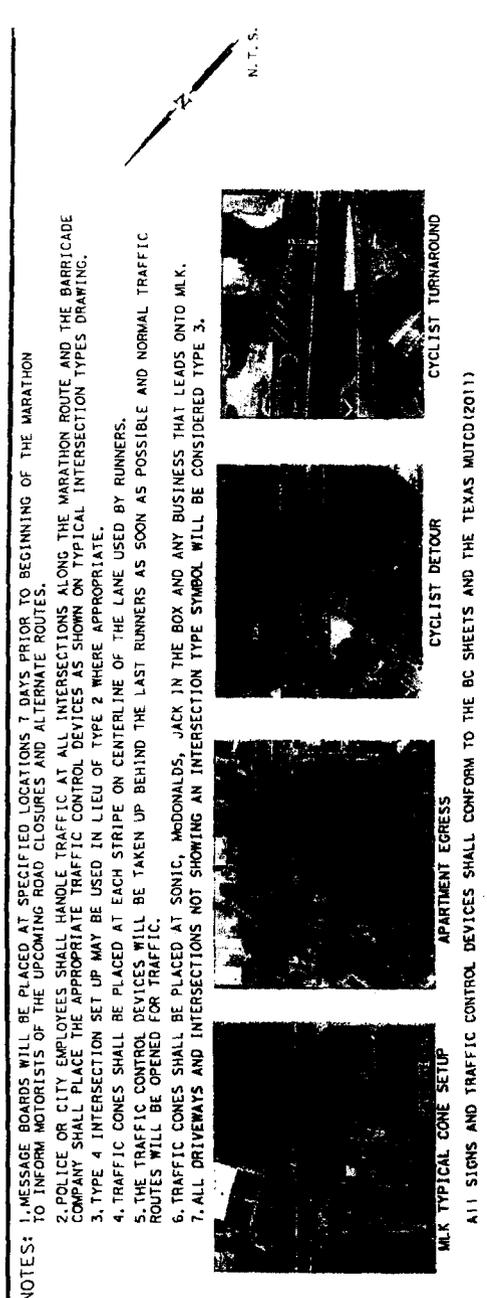
L&A Engineering, Inc.
 305 Orange Street
 Beaumont, Texas 77701
 Phone 409.813.1918
 Fax 409.813.1918

CLIENT: SPORTS SOCIETY for AMERICAN HEALTH
 WALLACE R. WILSON, P.E. #84957
 DATE: 02-26-2014

2014 GUSHER MARATHON TCP
 Wallace Robinson, P.E.
 WALLACE R. WILSON, P.E. #84957
 DATE: 02-26-2014



NOTES: 1. MESSAGE BOARDS WILL BE PLACED AT SPECIFIED LOCATIONS 7 DAYS PRIOR TO BEGINNING OF THE MARATHON TO INFORM MOTORISTS OF THE UPCOMING ROAD CLOSURES AND ALTERNATE ROUTES.
 2. POLICE OR CITY EMPLOYEES SHALL HANDLE TRAFFIC AT ALL INTERSECTIONS ALONG THE MARATHON ROUTE AND THE BARRICADE COMPANY SHALL PLACE THE APPROPRIATE TRAFFIC CONTROL DEVICES AS SHOWN ON TYPICAL INTERSECTION TYPES DRAWING.
 3. TYPE 4 INTERSECTION SET UP MAY BE USED IN LIEU OF TYPE 2 WHERE APPROPRIATE.
 4. TRAFFIC CONES SHALL BE PLACED AT EACH STRIPE ON CENTERLINE OF THE LANE USED BY RUNNERS.
 5. THE TRAFFIC CONTROL DEVICES WILL BE TAKEN UP BEHIND THE LAST RUNNERS AS SOON AS POSSIBLE AND NORMAL TRAFFIC ROUTES WILL BE OPENED FOR TRAFFIC.
 6. TRAFFIC CONES SHALL BE PLACED AT SONIC, McDONALDS, JACK IN THE BOX AND ANY BUSINESS THAT LEADS ONTO MLK.
 7. ALL DRIVEWAYS AND INTERSECTIONS NOT SHOWING AN INTERSECTION TYPE SYMBOL WILL BE CONSIDERED TYPE 3.



N. T. S.

MLK TYPICAL CONE SETUP
 APARTMENT EGRESS
 CYCLIST DETOUR
 CYCLIST TURNAROUND

ALL SIGNS AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE BC SHEETS AND THE TEXAS MUTCD(2011)

TYPES OF INTERSECTIONS

- TYPE 1: TYPICAL INTERSECTION WITH TRAFFIC LIGHTS
- TYPE 2: INTERSECTION WITH TRAFFIC LIGHTS AND TURN LANE
- TYPE 3: INTERSECTION WITH TRAFFIC LIGHTS AND TURN LANE WITH TRAFFIC LIGHTS
- TYPE 4: INTERSECTION WITH TRAFFIC LIGHTS AND TURN LANE WITH TRAFFIC LIGHTS

MESSAGE BOARD LOCATIONS

WEST I-10
 NORTH MLK
 SOUTH MLK
 COLLEGE STREET
 380 EXIT
 WASHINGTON BLVD

RUNNERS PATH ONLY
 CYCLIST ONLY PATH

TYPE 1: TYPICAL INTERSECTION WITH TRAFFIC LIGHTS

TYPE 2: INTERSECTION WITH TRAFFIC LIGHTS AND TURN LANE

TYPE 3: INTERSECTION WITH TRAFFIC LIGHTS AND TURN LANE WITH TRAFFIC LIGHTS

TYPE 4: INTERSECTION WITH TRAFFIC LIGHTS AND TURN LANE WITH TRAFFIC LIGHTS

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "Policy on Geometric Design of Highways and Streets", the TxDOT "Roadway Design Manual" or engineering judgment.
6. When projects about the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edge line rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.
12. The Engineer has the final decision on the location of all traffic control devices.
13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:
 Texas Department of Transportation
 Traffic Operations Division - TE
 Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT

<http://www.txdot.gov>

- COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
- DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
- MATERIAL PRODUCER LIST (MPL)
- ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
- STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
- TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
- TRAFFIC ENGINEERING STANDARD SHEETS

SHEET 1 OF 12

Texas Department of Transportation

BARRICADE AND CONSTRUCTION

GENERAL NOTES

AND REQUIREMENTS

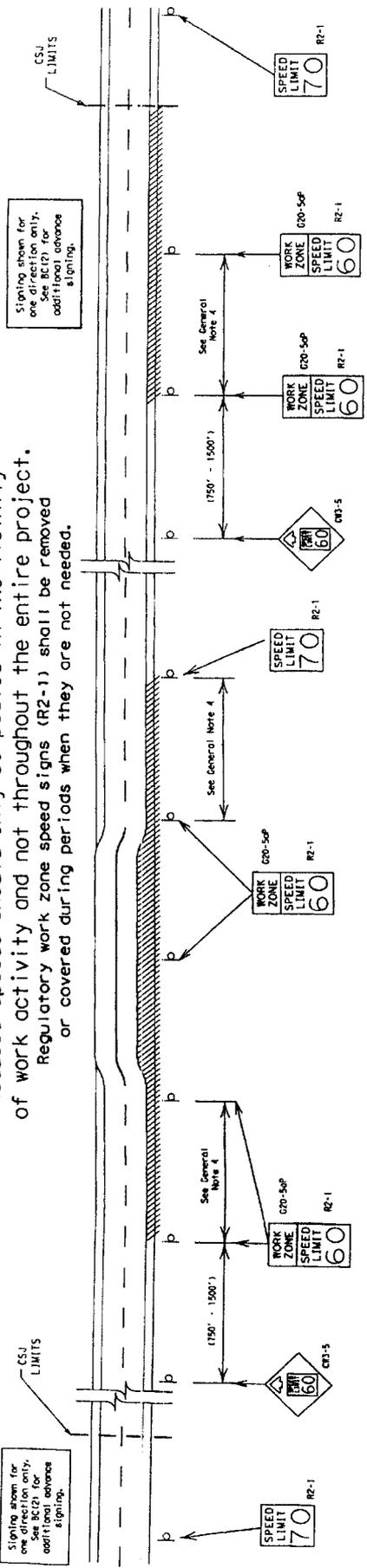
BC(1)-13

DATE	REVISED BY	DATE	REVISED BY	DATE	REVISED BY
4-03	5-10				
9-07	7-13				

TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project. Regulatory work zone speed signs (RZ-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

- a) Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present.
 - b) Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:
 - 1) rough road or damaged pavement surface
 - 2) substantial alteration of roadway geometrics (diversions)
 - 3) construction detours
 - 4) grade
 - 5) width
 - 6) other conditions readily apparent to the driver
- As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

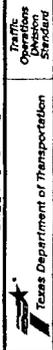
This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the traveled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered. (See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
 - a) 40 mph and greater 0.2 to 2 miles
 - b) 35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have block legends and border on a white reflective background (see "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (WZ-5) sign, "WORK ZONE" (WZ-5a) plaque and the "SPEED LIMIT" (RZ-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
 - A. Low enforcement.
 - B. Flagger stationed next to sign.
 - C. Portable changeable message sign (PCMS).
 - D. Low-power (drone) radar transmitter.
 - E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only.
10. Work Zone Speed Limits should only be posted as approved for each project. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

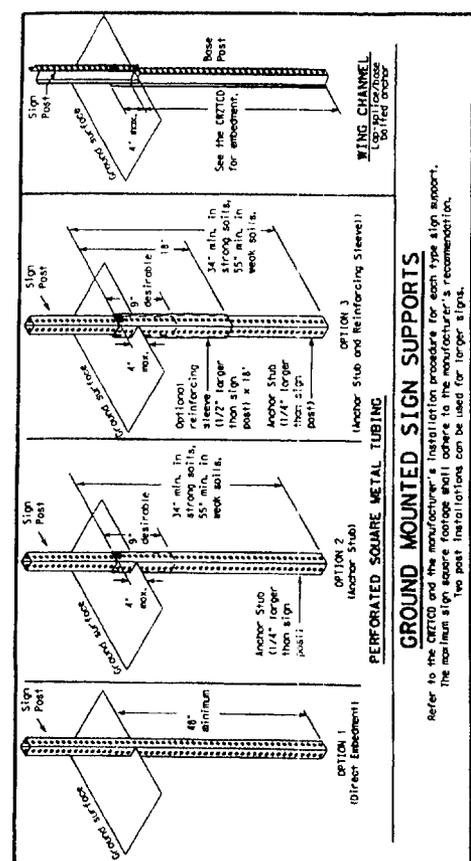
SHEET 3 OF 12



BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

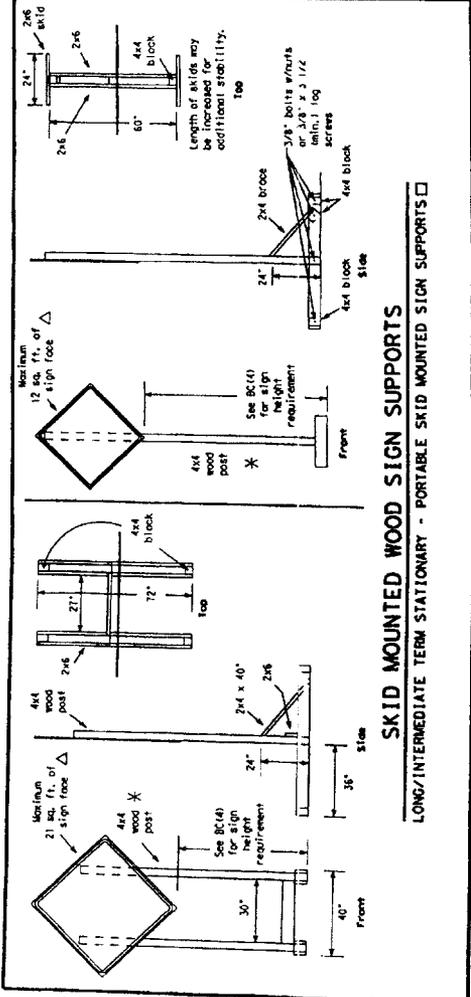
BC(3) - 13

PROJECT	BC-13-001	DATE	10/1/01	BY	10/01	CHK	10/01
REVISED	10/1/01	REASON	10/01	BY	10/01	CHK	10/01
DATE	10/01	BY	10/01	CHK	10/01	DATE	10/01



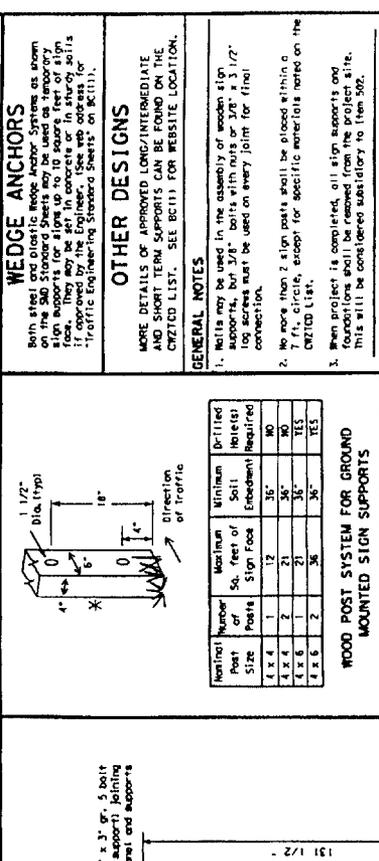
GROUND MOUNTED SIGN SUPPORTS

Refer to the CRITCO and the manufacturer's installation procedure for each type sign support. The maximum sign square footage shall adhere to the manufacturer's recommendation. Two post installations can be used for larger signs.



SKID MOUNTED WOOD SIGN SUPPORTS

LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS



WEDGE ANCHORS

Both types of wedge anchors are approved for use in concrete or masonry. They are not to be used in steel or aluminum. They are not to be used in any other material. They are not to be used in any other material. They are not to be used in any other material.

OTHER DESIGNS

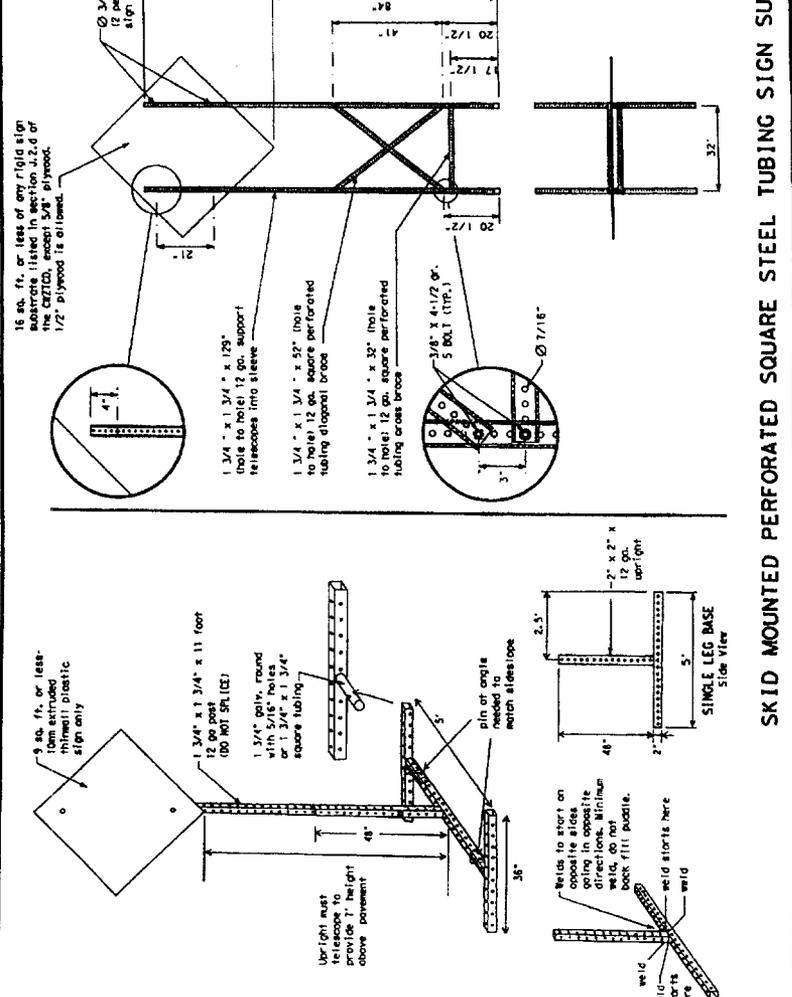
MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SIGN SUPPORTS ARE LISTED IN THE CRITCO LIST. SEE BC(11) FOR WEBSITE LOCATION. *Traffic Engineering Standard Sheets on BC(11).

GENERAL NOTES

1. Bolts may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a CRITCO List, except for specific materials noted on the CRITCO List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS

Maximal Post Size	Maximal No. of Posts	Minimum So. Feet of Sign Foot	Minimum Soil Embedment	Required
4 x 4	1	12	36"	10
4 x 4	2	12	36"	20
4 x 4	2	12	36"	25
4 x 4	2	12	36"	30
4 x 4	2	12	36"	35
4 x 4	2	12	36"	40



SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

16 sq. ft. or less of any rigid sign substrate listed in Section 2.2.2.2 of 1/2" plywood is allowed.

1 3/4" x 1 3/4" x 12' square perforated tubing into steel.

1 3/4" x 1 3/4" x 5' square perforated tubing diagonal brace.

1 3/4" x 1 3/4" x 3' square perforated tubing cross brace.

1 3/4" x 1 3/4" x 12' square perforated tubing diagonal brace.

1 3/4" x 1 3/4" x 12' square perforated tubing diagonal brace.

1 3/4" x 1 3/4" x 12' square perforated tubing diagonal brace.

1 3/4" x 1 3/4" x 12' square perforated tubing diagonal brace.

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1 3/4" x 1 3/4" x 12' square perforated tubing diagonal brace.

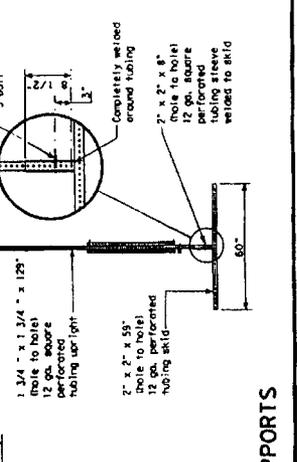
1 3/4" x 1 3/4" x 12' square perforated tubing diagonal brace.

1 3/4" x 1 3/4" x 12' square perforated tubing diagonal brace.

1 3/4" x 1 3/4" x 12' square perforated tubing diagonal brace.

1 3/4" x 1 3/4" x 12' square perforated tubing diagonal brace.

1 3/4" x 1 3/4" x 12' square perforated tubing diagonal brace.



1 3/4" x 1 3/4" x 12' hole to hole 12 ga. square perforated tubing upright.

2" x 2" x 8" hole to hole 12 ga. square perforated tubing stake.

2" x 2" x 8" hole to hole 12 ga. square perforated tubing stake.

2" x 2" x 8" hole to hole 12 ga. square perforated tubing stake.

2" x 2" x 8" hole to hole 12 ga. square perforated tubing stake.

2" x 2" x 8" hole to hole 12 ga. square perforated tubing stake.

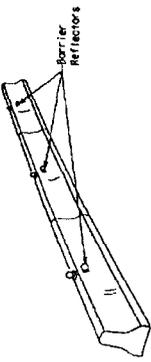
2" x 2" x 8" hole to hole 12 ga. square perforated tubing stake.

2" x 2" x 8" hole to hole 12 ga. square perforated tubing stake.

2" x 2" x 8" hole to hole 12 ga. square perforated tubing stake.

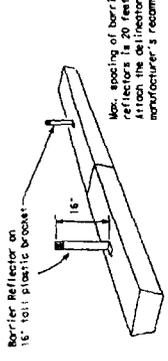
1. Barrier reflectors shall be pre-qualified, and conform to the color and retroreflectivity requirements of 3M-8500. A list of prequalified Barrier reflectors may be found at the Barrier Product List web address shown on BC(11).

2. Color of Barrier reflectors shall be as specified in the TMA(02). The color of the reflectors shall be considered subsidiary to Item 512.

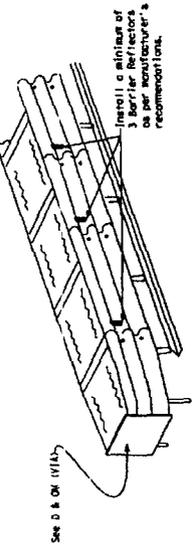


CONCRETE TRAFFIC BARRIER (CTB)

- Where traffic is on one side of the CTB, top 10 Barrier reflectors shall be mounted on the side of the barrier facing the traffic. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grille without damaging the reflector. The Barrier reflector mounted on the side of the barrier, as shown in the detail above, is a reflector mounted on top of the barrier.
- When CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector units on top shall have a minimum spacing of 30 square inches. All-directional reflective units shall be placed on the side of the barrier that has one yellow reflective face, as shown in the detail above.
- When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
- Barrier reflector units shall be yellow or white in color to match the color of the barrier.
- Minimum spacing of Barrier reflectors is forty (40) feet.
- Permanent markers or temporary fluorescent reflective roadway marker tabs shall not be used on CTB delineation.
- Barrier reflectors to CTB shall be per manufacturer's recommendations.
- Missing or damaged Barrier reflectors shall be replaced as directed by the Engineer.
- Slight slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)



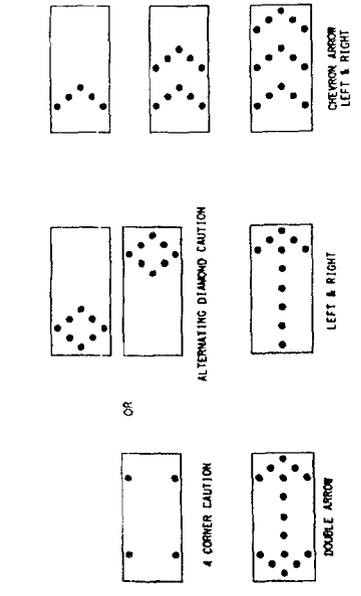
DELINEATION OF END TREATMENTS

END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments shall be as shown in the detail above. The Type A Warning Lights shall be used with signs manufactured with Type B or C. Sheeting meeting the requirements of Departmental Specification 300-330, shall be used with signs manufactured with Type B or C. Sheeting meeting the requirements of Departmental Specification 300-330, shall be used with signs manufactured with Type B or C. Sheeting meeting the requirements of Departmental Specification 300-330, shall be used with signs manufactured with Type B or C.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

- The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving work zones.
- Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
- The Engineer/Inspector shall choose all appropriate signs, barricades, cones, other traffic control devices, and flashing arrow boards to be used in the work zone.
- The Flashing Arrow Board should be able to display the following symbols:



- The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
- The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage.
- The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
- Minimum lamp on time shall be 0.25 second for each sequential phase of the flashing arrow board.
- The flashing rate shall be 2.5 Hz.
- The sequential arrow display is NOT ALLOWED.
- The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
- A flashing Arrow Board SHALL NOT BE USED to generally shift traffic.
- A full width POPS may be used to simulate a Flashing Arrow Board provided it meets visibility, minimum mounting height of trailer mounted Arrow boards should be 7 feet from roadway to bottom of panel.

TYPE	MINIMUM SITE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
A	30 x 60	13	374 mile
B	48 x 96	15	1 mile

ATTENTION

Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE ROADWAY. THE ARROW BOARD SHOULD BE STORED BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

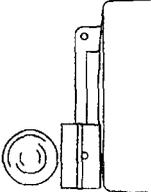
BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS

WARNING LIGHTS

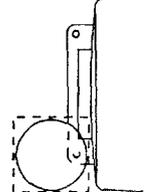
- Warning lights shall meet the requirements of the TMA(02).
- Warning lights shall NOT be installed on barriers.
- Type C Low Intensity Flashing Warning Lights are commonly used with signs. They are intended to warn of or mark a potentially hazardous area.
- Type C Low Intensity Flashing Warning Lights are commonly used with signs. They are intended to warn of or mark a potentially hazardous area.
- Type C and Type D Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of this specification.
- The Engineer/Inspector or the plans shall specify the location of the warning lights to be installed on the traffic control device.
- Identify the warning lights meet the requirements of the latest ILE Purchase Specifications for Flashing and Steady Burn Warning Lights.
- When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
- The location of warning lights and warning reflectors on drums shall be as shown in the detail above.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

- Type A flashing warning lights are intended to warn of or mark a potentially hazardous area.
- Type A flashing warning lights are intended to warn of or mark a potentially hazardous area.
- Type A flashing warning lights are intended to warn of or mark a potentially hazardous area.
- Type A flashing warning lights are intended to warn of or mark a potentially hazardous area.
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- Type A flashing warning lights are intended to warn of or mark a potentially hazardous area.



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be raised or lowered. Must have a yellow reflective surface area of at least 30 square inches.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

- A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light on the delineation of the Contractor unless otherwise noted in the plans.
- The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed in the TMA(02).
- The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
- Round reflectors shall be fully retroflected, including the area around the perimeter of the reflector. They do not have to be retroflected where it changes to the drum.
- Square substrates must have a minimum of 30 square inches of retroflected warning. They do not have to be retroflected where it changes to the drum.
- 3M 8100-Type B or Type C.
- The warning reflector facing approaching traffic shall have meeting the color and retroreflectivity requirements for 3M 8100-Type B or Type C.
- The warning reflector shall be retroflected.
- The warning reflector should be mounted on the side of the drum, not the top.
- The minimum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

FLASHING ARROW BOARDS

SHEET 7 OF 12

Texas Department of Transportation
Division
Standard

**BARRICADE AND CONSTRUCTION
ARROW PANEL, REFLECTORS,
WARNING LIGHTS & ATTENUATOR**

BC(7)-13

REV	DATE	BY	CHK	APP	DESCRIPTION
01	06-13-09	0002			REVISED
02	06-13-09	0002			REVISED
03	06-13-09	0002			REVISED
04	06-13-09	0002			REVISED
05	06-13-09	0002			REVISED
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18	06-13-09	0002			REVISED
19	06-13-09	0002			REVISED
20	06-13-09	0002			REVISED

TRUCK-MOUNTED ATTENUATORS

- Truck-mounted attenuators (TMAs) used on T&E facilities shall meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH) 2002.
- Refer to the requirements of Level 2 or Level 3 TMA, except for the requirements of Level 2 or Level 3 TMA, except for a 15' of approved TMA.
- TMAs are required on freeways unless otherwise noted.
- A TMA should be used on any location that it can be positioned 30 to 100 feet in advance of the area of care exposure without adversely affecting traffic flow. TMAs should not be required when a work area is spread down the roadway and the work area is an extended distance from the TMA.

DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the results or for incorrect results or damages resulting from its use.

DATE: FILED:

GENERAL NOTES

- For long term stationary work zones on freeways, drums shall be used on the heavy drum base with reflective sheeting.
- For temporary stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer. Only one-piece cones shall be used in all times to maintain the cones in proper position and location.
- For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in taper, transition and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer. Drums shall comply with the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CXTCD).
- Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect the appearance of the drums.
- The drums shall have a maximum of 24 hours to replace any plastic drum identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

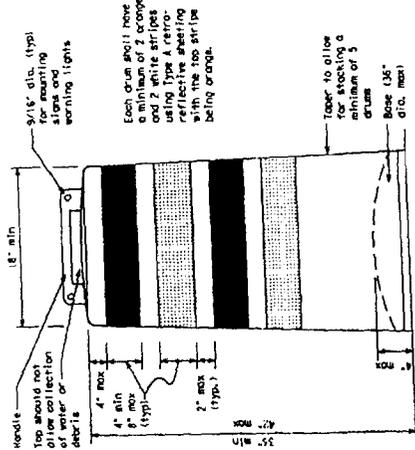
- Pre-qualified plastic drums shall meet the following requirements:
- Plastic drums shall be designed with the "back" of the drum shell separates from the base and shall lock together in such a manner that the body of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles, and plastic drums shall be constructed of 20 gauge metal drums or sheet aluminum plastic drums on channelizing devices or sign supports.
 - Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The drum shell shall be installed on bases shall be a minimum of 36 inches and the top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two sturdy protruding ribs extending 1/2 inch in diameter from a warning light, warning reflector unit or approved channelizing device.
 - The interior of the drum body shall have a minimum of four interlocking orange and white retroreflective chromoaluminized stripes not less than 4 inches nor greater than 8 inches in width. Any stripes shall be spaced between any two adjacent stripes shall not exceed 2 inches in width.
 - Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two protruding ribs of sufficient size to allow hose to be held down while separating the drum body from the base.
 - Plastic drums shall be constructed of ultraviolet resistant, orange, high-density polyethylene or equivalent material.
 - Drums shall have a minimum weight of 11 lbs.
 - Drum and base shall be marked with manufacturer's name and model number.

RETROREFLECTIVE SHEETING

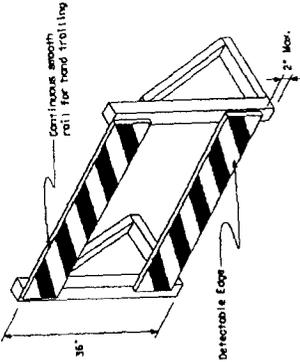
- The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of the Manual on Uniform Traffic Control Devices (MUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CXTCD). Type A reflective sheeting shall be suitable for use on and shall be applied to the drum surface such that there is no loss of retroreflectivity due to delamination, cracking, or loss of retroreflectivity other than that lost due to abrasion of the sheeting surface.

BALLAST

- Unpaved bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, shall weigh in one 36 to 48 inch diameter drum a minimum of 50 lbs. The ballast shall be placed in the drum in a 2" layer and shall be compacted in a 2" layer. The ballast shall be placed in a 2" layer. The ballast shall be placed in a 2" layer. The ballast shall be placed in a 2" layer.
- Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Ballast shall be placed in the drum in a 2" layer and shall be compacted in a 2" layer.
- Recycled truck tire shavings may be used for ballast on drums approved for this type of ballast on the drums, water, or any material that will be used to anchor the drums, water, or workers when the drum is struck by a vehicle.
- When used in regions susceptible to freezing, drums shall have drainage holes in the bottom so that water will not collect and freeze becoming a hazard when struck by a vehicle.
- Ballast shall be used to secure base of drum to pavement.
- Ballast shall be used to secure base of drum to pavement.

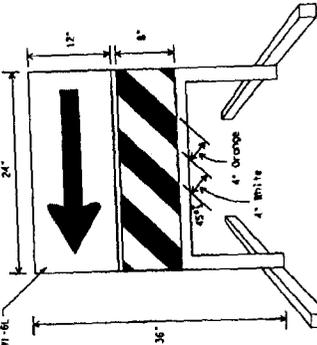


This detail is not intended for construction. See note 3 and the CXTCD list for providers of approved Barricade Pedestrian Barricades.



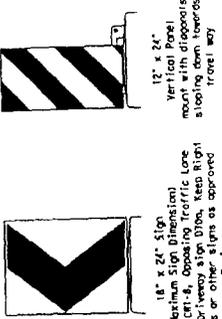
DETECTABLE PEDESTRIAN BARRICADES

- When existing pedestrian facilities are disrupted, closed, or restricted, the temporary facilities shall be detectable and include accessibility features on the features present in the area. Detectable pedestrian features shall be detectable by a person with a visual disability traveling on or near the closed facility. Detectable pedestrian features shall be placed on the top surface of the closed facility, above, longitudinal channelizing devices with a continuous barrier, and used in conjunction with a continuous barrier, and used in conjunction with a continuous barrier.
- Truss, cone, or plastic cone shapes between devices are not permitted. Detectable pedestrian facilities shall be used in conjunction with accessibility features on the facilities (ballast) and shall be used as a control for the facility.
- Detectable pedestrian barricades may use 4" nominal diameter pipes. Detectable pedestrian barricades shall be used in conjunction with accessibility features on the facilities (ballast) and shall be used as a control for the facility.
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DIRECTION INDICATOR BARRICADE

- The Direction Indicator Barricade may be used in taper, transition, and other areas where specific directional guidance to direct the driver through the transition and into the intended travel lane.
- In series to direct the driver through the transition and into the intended travel lane.
- Local arrow (left or right) sign in the same area with a background of Type B retroreflective sheeting.
- Local arrow (left or right) sign in the same area with a background of Type B retroreflective sheeting.
- Local arrow (left or right) sign in the same area with a background of Type B retroreflective sheeting.
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- Local arrow (left or right) sign in the same area with a background of Type B retroreflective sheeting.
- Local arrow (left or right) sign in the same area with a background of Type B retroreflective sheeting.



Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

STRIKES, CHEYRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

- Stripes used on plastic drums shall be manufactured using substrates listed on the CXTCD.
- Cheyrons and other work zone signs with an orange background shall be manufactured with the retroreflective requirements of the CXTCD, "36 inch" face material, unless otherwise specified in the plans.
- Vertical panels shall be manufactured with orange and white sheeting meeting the requirements of the CXTCD, Type A diagonal stripes on vertical panels shall be close down toward the intended travel lane.
- Other sign messages (text or symbol) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the 18 inch sign placed in taper and transition areas.
- Stripes shall be installed using 1/2 inch bolts (minimum) and nuts, two washers, and one locking washer for each connection.
- Mounting bolts and nuts shall be fully engaged and mounting washers and nuts shall not extend more than 1/2 inch beyond nuts.
- Cheyrons may be placed on drums on the outside of curves. Vertical panels may be placed on every drum or spaced not more than on every third drum, a minimum of three (3) drums should be used of each location called for in the plans.
- RS 8, RS-10, RS-11 and RS-11a Sidekick Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

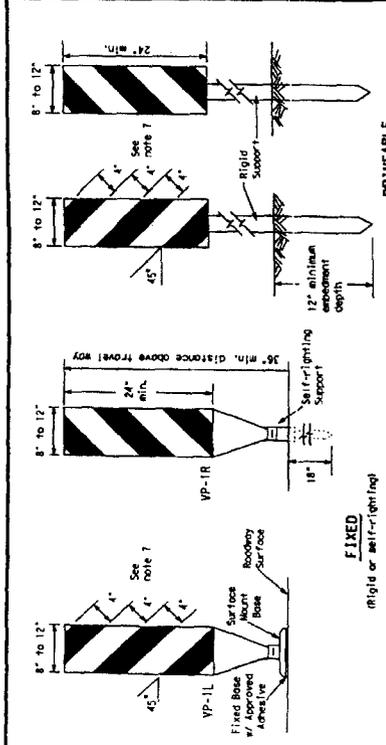
SHEET 8 OF 12

Three Department of Transportation
Division
Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

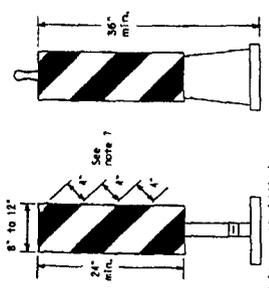
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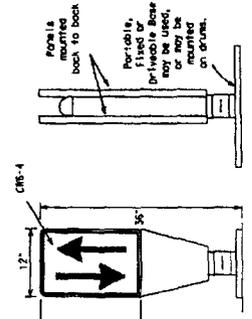
DRIVEABLE

- Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
- VP's may be used in daytime or nighttime operations. They may be used on both types of roadways and on both types of lane transitions where appropriate and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual for additional guidelines on the use of VP's for day-off.
- VP's should be mounted back to back. If used on the edge of cuts adjacent to temporary construction, VP's should always slope downward and reflective white and red reflective supports are available with portable bases. See "Compliant Work Zone Traffic Control Devices List" (CRZTCB).
- Sheeting for the VP's shall be retroreflective Type A unless noted otherwise.
- Where the height of reflective material on the vertical panel is 36 inches or greater, a point strike of 6 inches shall be used.

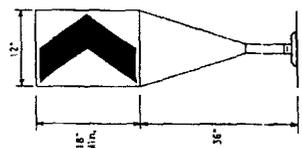


VERTICAL PANELS (VP'S)

- Opposing Traffic Lane Dividers (OTLD's) are delineation devices used to convert a two-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
- The OTLD may be used in combination with 42" cones or VPS.
- Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPS placed between the OTLD's should not exceed 100 foot spacing.
- The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B₁ or Type C₁ conforming to Departmental Material Specification DMS-4300, unless noted otherwise. Legend shall meet the requirements of DMS-4300.

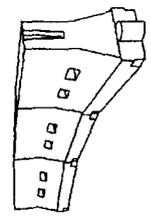


- The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
- Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for drivers. Chevrons shall be placed in the horizontal alignment of the roadway.
- Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with the roadway centerline and shall be placed at a spacing of 100 feet to 150 feet, depending on the alignment of the roadway.
- To be effective, the chevron should be visible for at least 500 feet.
- Chevrons shall be orange with a black retroreflective legend. Sheeting for the chevron shall be retroreflective Type B₁ or Type C₁ conforming to Departmental Material Specification DMS-4300, unless noted otherwise. Legend shall meet the requirements of DMS-4300.
- For Long Term Stationary use on spurs or self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.



Fixed Base w/ Approved Adhesive (Right or Self-righting Support can be used)

CHEVRONS



LONGITUDINAL CHANNELIZING DEVICES (LCD)

- LCDs are emergency, lightweight, portable devices that are highly visible, have good target value and can be used in a variety of applications.
- LCDs may be used instead of a line of cones or drums.
- LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when they are used to provide positive delineation as required for temporary barriers.
- LCDs shall be supplemented with retroreflective delineation for obstacles, pedestrians or workers.
- LCDs used on roadways should have at least one row of reflective sheeting meeting the requirements of Departmental Material Specification DMS-4300, unless noted otherwise.
- LCDs used on roadways should have at least one row of reflective sheeting meeting the requirements of Departmental Material Specification DMS-4300, unless noted otherwise.

WATER BALLASTED SYSTEMS USED AS BARRIERS

- Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the applicable minimum requirements based on roadway speed and barrier application.
- Water ballasted systems used as barriers shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with reflective sheeting to improve nighttime visibility. They may also be supplemented with reflective sheeting to improve nighttime visibility.
- Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when they are used to provide positive delineation as required for temporary barriers.
- Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when they are used to provide positive delineation as required for temporary barriers.
- When water ballasted systems used as barriers are used on roadways, they should be attenuated as per manufacturer's recommendations or placed to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long bones and the top of the unit shall not be less than 36 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

GENERAL NOTES

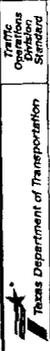
- Work Zone channelizing devices illustrated on this sheet may be installed in place of the devices shown on this sheet. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Road Manual on Uniform Traffic Control Devices" (TMUCD).
- Channelizing devices shown on this sheet may have a double, fixed or portable base. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Road Manual on Uniform Traffic Control Devices" (TMUCD).
- Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be marked with reflective sheeting for visibility. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Road Manual on Uniform Traffic Control Devices" (TMUCD) and the "Compliant Work Zone Traffic Control Devices List" (CRZTCB).
- The Contractor shall maintain devices in a clean condition and replace damaged, non-reflective, faded, or broken devices and bases as required by the Engineer/Inspector. Contractor shall be required to maintain proper alignment of the devices. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Road Manual on Uniform Traffic Control Devices" (TMUCD).
- Portable bases shall weigh a minimum of 30 lbs.
- Power bases shall be prepared in a manner that ensures proper bonding of the adhesive. The adhesive shall be prepared and applied according to the manufacturer's recommendations.
- The installation and removal of channelizing devices shall not cause differential effects to the final pavement surface, including permanent surface discoloration or surface texture changes. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.

Posted Speed #	Formula	Minimum Spacing (feet) * #	Suggested Maximum Spacing of Top of Device (ft.)
10	10' - 11'	12'	On 6' Centers
30	150' - 165'	180'	30'
35	165' - 225'	245'	35'
40	205' - 295'	320'	40'
45	450' - 495'	540'	45'
50	500' - 550'	600'	50'
55	550' - 605'	660'	55'
60	600' - 660'	720'	60'
65	700' - 770'	840'	70'
70	750' - 825'	900'	75'
75	800' - 880'	960'	80'
80	800' - 880'	960'	80'

*K-factor lengths have been rounded off.
L=Length of Taper (ft.)
S=Posted Speed (mph)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12



BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

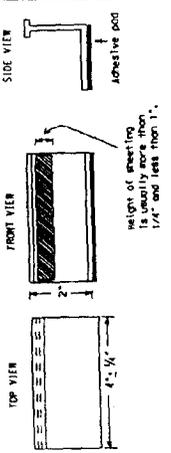
BC (9) - 13

FILED	DATE	TIME	BY	OFFICE
9-07	SEPTEMBER 2002	11:11	COMPTON	HOUSTON

WORK ZONE PAVEMENT MARKINGS

- REMOVAL OF PAVEMENT MARKINGS**
1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway, shall be removed or obliterated before the roadway is opened to traffic. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
 2. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernible marking. This shall be by any method approved by TxDOT Specification Item 817 for "Eliminating Existing Pavement Markings and Barriers".
 3. The removal of pavement markings may require resurfacing or abatement of the roadway at the discretion of the Engineer.
 4. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
 5. Blasting equipment may be used but will not be required unless specifically shown in the plans.
 6. Over-painting of the markings shall not be permitted.
 7. Removal of raised pavement markers shall be as directed by the Engineer.
 8. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 817, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
 9. Block-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



weight of sheeting is usually more than 1/4" and less than 1".

- STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE**
1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-4200.
 2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer. The Engineer's representative, sampling and testing is not normally required, however at the option of the Engineer, either "X" or "G" below may be imposed to assure quality before placement on the roadway.
 - a. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
 - b. Select five (5) tabs and perform the following tests:
 - i. Five (5) tabs of 24 inch intervals on a straight line, left, right, and straight line, using a passenger vehicle or pickup truck with a speedometer of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
 - ii. Small design vehicles may be noted between top manufacturers. See Standard Sheet 821(5794) for tab placement on new pavements. See Standard Sheet 105(17-1) for tab placement on seal coat work.

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prefabricated reflective raised pavement markers, non-reflective raised pavement markers, reflective marker tabs and other materials that are available for purchase can be found at the Material Producer List web address shown on 82.11.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material, hot applied or burl rubber pad for all surfaces, or nonbituminous for concrete surfaces.

Guidemarks shall be designated as:
 YELLOW - two other reflective surfaces with yellow body.
 WHITE - one silver reflective surface with white body.

PREFABRICATED PAVEMENT MARKINGS

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the plans and details as shown on the Standard Plan Sheet 821(5794).
6. When standard pavement markings are not in place and the roadway is opened to traffic, 30 inch PMS and 18 inch PMS markings shall be installed and PMS WITH CURB signs at the beginning of sections where posting is permitted.

RAISED PAVEMENT MARKERS

1. All work zone pavement markings shall be installed in accordance with Item 821, "Sign Zone Pavement Markings".
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 821, "Sign Zone Pavement Markings" and Departmental Specification DMS-4200 or DMS-4300.

MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Item 396.
3. The markings should provide a visible reference for a vehicle at a distance of 300 feet during normal daylight hours at night, unless slight deviations are restricted by roadway geometry.
4. Markings failing to meet minimum criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 822.

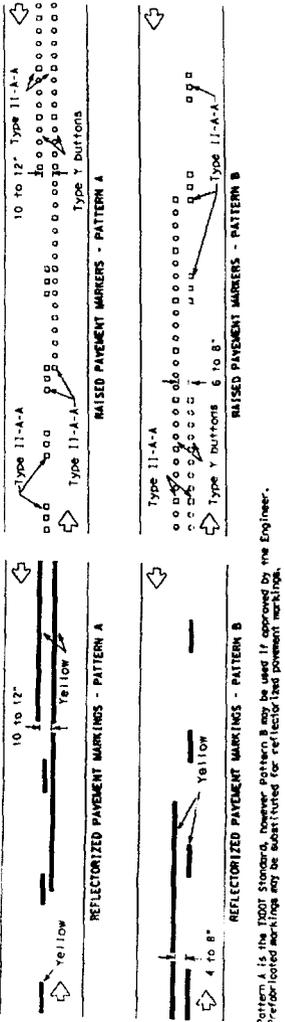
Texas Department of Transportation
 Traffic Operations Division
 Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

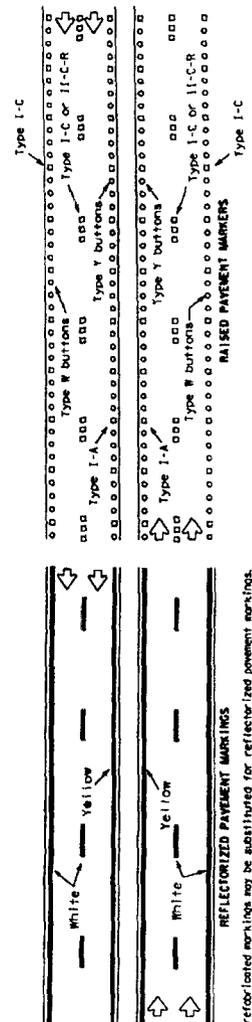
BC(11)-13

FILE NO.	DMS-13-000	REV.	1.000	REV.	1.000	DATE	01/1/2007
PROJECT NO.	00000000000000000000	CONTRACT NO.	00000000000000000000	SECTION NO.	000	SHEET NO.	11 OF 12
DATE	2-98 11:02 1-13	BY	0313	CHECKED		DATE	1-07 9:07

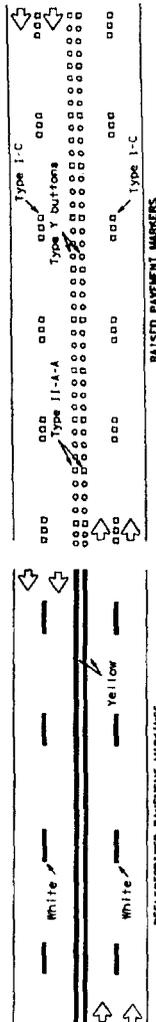
PAVEMENT MARKING PATTERNS



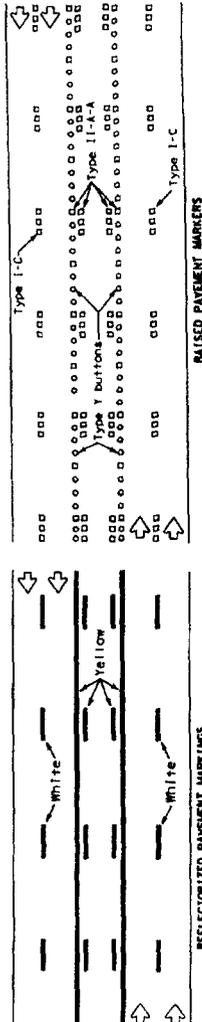
CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



EDGE & LANE LINES FOR DIVIDED HIGHWAY



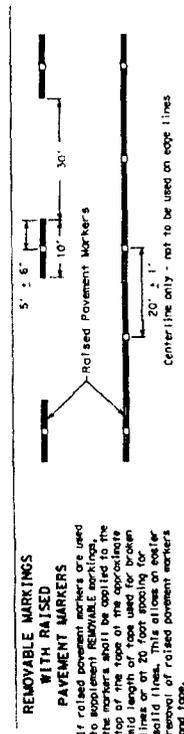
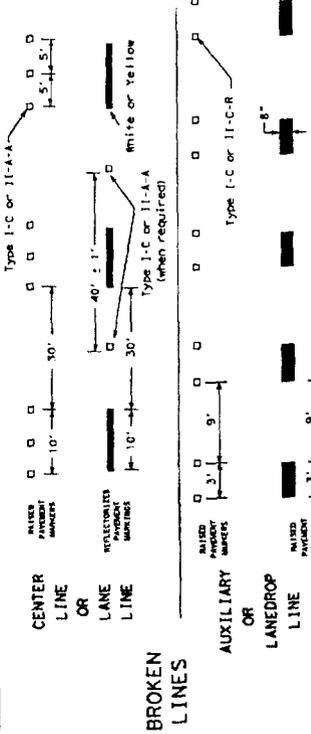
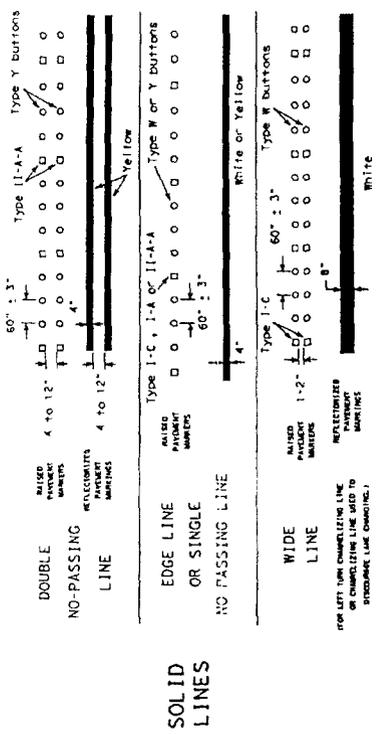
LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



TWO-WAY LEFT TURN LANE



STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS



SHEET 12 OF 12

Texas Department of Transportation
 Traffic Operations Division
 Standards

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC(12)-13

FILE: BC-13.000
 DATE: 1-27-11
 REVISION: 1-13
 2-98 9-07

DATE: _____ FILE: _____

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of [Item 612] RAISED PAVEMENT MARKERS.

CERTIFICATE OF INSURANCE

DATE: 12/31/2014

CERTIFICATE NUMBER: 20141203302013

AGENCY:

ESIX 3 LLC
 d/b/a Entertainment & Sports Insurance eXperts (ESIX)
 d/b/a Entertainment and Sports Insurance Agency (California)
 2727 Paces Ferry Road, Building Two, Suite 1500
 Atlanta, GA 30339
 678-324-3300 (Telephone)
 678-324-3303 (Facsimile)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. Sports Society for American Health
 132 East Washington Street, Suite 800
 Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co.
 INSURER B: Philadelphia Indemnity Ins. Co.

EVENT INFORMATION:

Exygon & Baptist Hospitals Gusher Marathon, Express Mart Half Marathon & Kinsel Ford 5K (3/7/2015 - 3/8/2015)

POLICY/COVERAGE INFORMATION:

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHPK1241556	11/1/2014 12:01 AM	11/1/2015 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$3,000,000
B	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHUB476653	11/1/2014 12:01 AM	11/1/2015 12:01 AM	AGGREGATE (Applies Per Event) \$10,000,000
					EACH OCCURRENCE \$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured as required by written contract or written agreement, but only for liability arising out of the negligence of the Named Insureds per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01).

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

CERTIFICATE HOLDER:

City of Beaumont
 801 Main Street
 Ste 300
 Beaumont TX 77710

NOTICE OF 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:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/06/2015

Page 1 of 2

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 Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO. EXT): 877-945-7378 E-MAIL ADDRESS: certificates@willis.com	FAX (A/C, NO.): 888-467-2378
	INSURER(S) AFFORDING COVERAGE	
INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	INSURER A: Lexington Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
		NAIC# 19437-001

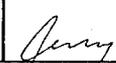
COVERAGES **CERTIFICATE NUMBER: 22660036** **REVISION NUMBER:**

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		015375404	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Endorsement LX4309 (06/14) AI- DESIGNATED PERSON-ORG: As required by written contract, Certificate holders are named as Additional Insured for USA Cycling sanctioned/permitted events.

Endorsement NAMEINSD (02/94) NAMED INSURED AMENDMENT: Event Organizers and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC Event Permit Application and coverage will be afforded only for the specific event and date on the permit.

CERTIFICATE HOLDER Kyle Hayes 801 Main, Suite 300 Beaumont, TX 77701	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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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Texas, Inc.		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER 015375404		EFFECTIVE DATE: 12/31/2014	
CARRIER Lexington Insurance Company	NAIC CODE 19437-001		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Event #2015-184
 Event Name: Heads or Tails Cycling Time Trial
 Event Location: Beaumont, TX
 Event Date: 03/07/2015

Certificate Holder is an Additional Insured with respects to Event #2015-184, Heads or Tails Cycling Time Trial, in Beaumont, TX on 03/07/2015, but only with respect to the liability arising out of the Named Insured's Operations.

ENDORSEMENT

This endorsement, effective 12:01 A 12/31/2011

Form: a part of policy no.: 015375404

Issued to: USA CYCLING, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG 2025 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section III - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2
DATE (MM/DD/YYYY)
01/06/2015

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 Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	INSURER A: Lexington Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919		NAIC # 19437-001	

COVERAGES

CERTIFICATE NUMBER: 22660037

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			015375404	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Endorsement LX4309 (06/14) AI- DESIGNATED PERSON-ORG: As required by written contract, Certificate holders are named as Additional Insured for USA Cycling sanctioned/permitted events.

Endorsement NAMEINSD (02/94) NAMED INSURED AMENDMENT: Event Organizers and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC Event Permit Application and coverage will be afforded only for the specific event and date on the permit.

CERTIFICATE HOLDER**CANCELLATION**

Richard James 9270 Glen Meadow Beaumont, TX 77706	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
---------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

AGENCY CUSTOMER ID: HRH18003

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Texas, Inc.		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER 015375404			
CARRIER Lexington Insurance Company	NAIC CODE 19437-001	EFFECTIVE DATE: 12/31/2014	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Event #2015-184
Event Name: Heads or Tails Cycling Time Trial
Event Location: Beaumont, TX
Event Date: 03/07/2015



City of Beaumont

February 5, 2015

Ted Clay
Traffic Engineer
TxDOT
8350 Eastex Freeway
Beaumont, TX 77708-1701

Dear Mr. Clay:

The City of Beaumont is currently self-insured for all lines of coverage normally made available under the Texas Business Auto Policy. Comprehensive and collision accidents are paid as normal operating expenses. The City has a self-insured trust fund from which it pays all liability claims. The City currently purchases insurance for real and personal property. All real and personal property are protected by all risk type coverage including flood. Real and personal property are subject to a \$50,000 deductible.

If we can be of further assistance to you or provide you with additional information, please do not hesitate to contact us.

Very truly yours,

Matthew Martin, AIC, ARM
Liability Administrator

MM:ss

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to submit an application to the Texas Department of Transportation (TxDOT) for a five (5) year temporary closure of State of Texas right-of-way (MLK Parkway/Spur 380) from College Street to Jim Gilligan Way effective during the dates of the Gusher Marathon in the years of 2015 through 2020.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 10th day of February, 2015.

- Mayor Becky Ames

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., Public Works Director *JM*

MEETING DATE: February 10, 2015

REQUESTED ACTION: Council consider a resolution authorizing the acceptance of a five foot (5') wide Exclusive Water Line Easement.

BACKGROUND

HEB Grocery Company, LP has agreed to convey a five foot (5') wide exclusive Water Line Easement to the City of Beaumont. The easement is described as being a 0.0023 acre tract out of the David Brown Survey, Abstract No. 5. The water line easement is for the construction of a new commercial store located at 3536 College Street.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, HEB Grocery Company, LP has agreed to convey one (1) five foot (5') wide exclusive water line easement, said easement being a 0.0023 acre tract out of the David Brown Survey, Abstract No. 5, as described and shown in Exhibit "1," attached hereto, to the City of Beaumont for the construction of a new commercial store located at 3536 College Street; and,

WHEREAS, the City Council has considered the purpose of said conveyance and is of the opinion that the acceptance of said conveyance is necessary and desirable and that same should be accepted;

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

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT one (1) five foot (5') exclusive water line easement conveyed by HEB Grocery Company, LP, being a 0.0023 acre tract out of the David Brown Survey, Abstract No. 5, as described and shown in Exhibit "1," attached hereto, be and the same is hereby, in all things, accepted for the stated purpose.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 10th day of February, 2015.

- Mayor Becky Ames -

and the rights appurtenant thereto shall in no event unreasonably interfere with or hinder the business operations on the Grantor's adjacent property and/or Grantor's ingress and egress thereto.

Grantor reserves the right to continue to use and enjoy the surface of the Easement Area for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Grantee for the purposes provided herein, including but not limited to the right to place surfacing materials over and across the Easement Area and to use the same for parking areas, driveways, walkways or sidewalks, landscaping and/or lighting; provided, however, no permanent buildings may be placed on the Easement Area. Notwithstanding the foregoing, Grantee shall not be responsible for the repair and replacement of any improvements placed by Grantor within the Easement Area and the same shall be repaired and maintained by Grantor, at Grantor's sole cost and expense.

The conveyance of the Easement granted herein is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, in the Easement Area of record in the office of the County Clerk of the County of Jefferson (collectively, the "Permitted Exceptions").

This Easement may be amended or terminated only by the written consent of the parties hereto, or their respective successors and assigns.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said CITY OF BEAUMONT, its successors and assigns forever, by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

[Signature Page Follows]

EXECUTED this _____ day of _____, 2015.

GRANTOR:

HEB Grocery Company, LP
a Texas limited partnership

By: _____

Printed Name: Todd A. Piland

Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS X

COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, on this day personally appeared TODD A. PILAND the EXECUTIVE VICE PRESIDENT of HEB GROCERY COMPANY, LP, a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of such limited partnership for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2015.

Notary Public, State of Texas

RETURN TO: City of Beaumont
Antoinette Hardy - Engineering
P. O. Box 3827
Beaumont, TX 77704

EXHIBIT A, PAGE 1 OF 3
FIELD NOTE DESCRIPTION
OF A
0.0023 ACRE TRACT
FOR A
EXCLUSIVE WATER LINE EASEMENT
OUT OF THE
DAVID BROWN SURVEY, ABSTRACT 5
JEFFERSON COUNTY, TEXAS
OCTOBER 29, 2014

That certain 0.0023 acre tract for an exclusive water line easement out of the David Brown Survey, Abstract 5, Jefferson County, Texas, and being across Lot 1A of the College Street Complex, a plat recorded in Clerks File No. 2014034601 of the Official Public Records of Jefferson County, said 0.0023 acres being more particularly described by metes and bounds as follows:

NOTE: Basis of Bearings is a west line of said Lot 1A having been called South 00°09'10" East 350.35 feet.

COMMENCING at a capped iron rod found in the east right-of-way line of 11th Street for the southwest corner of a called 1.1623 acre tract conveyed to American Office, LLC as recorded in Clerks File No. 2003005206 of the Official Public Records of Jefferson County, Texas and the most westerly northwest corner of said Lot 1A from which a PK nail found for an angle point of said Lot 1A bears North 89°54'45" East 150.31 feet (called North 89°54'45" East 150.31 feet);

THENCE South 00°31'03" East along the said east right-of-way line of 11th Street and a west line of said Lot 1A a distance of 30.00 feet (called South 00°31'03" East) to a point for an exterior corner of a 10' wide exclusive water line easement recorded in Clerks File No. 2013038861 of the Official Public Records of Jefferson County, Texas from which a PK nail found for an angle point of said Lot 1A bears South 00°31'03" East 118.57 feet (called South 00°31'03" East);

THENCE North 89°51'51" East along a south line of the said 10' wide exclusive water line easement a distance of 234.38 feet to a point for the northwest corner of the said 0.0023 acre tract and the **POINT OF BEGINNING**;

Fittz & Shipman, Inc.

Page 1 of 2
Project No. 1005002T8WtrLineEsmt
Plat & Description

EXHIBIT A, PAGE 2 OF 3

THENCE North 89°51'51" East along the said south line of the said 10' wide exclusive water line easement and the north line of the said 0.0023 acre tract a distance of 20.00 feet to a point for the northeast corner of the said 0.0023 acre tract;

THENCE South 00°08'09" East along the said east line of the said 0.0023 acre tract a distance of 5.00 feet to a point for the southeast corner of the said 0.0023 acre tract;

THENCE South 89°51'51" West along the south line of the said 0.0023 acre tract a distance of 20.00 feet to a point for the southwest corner of the said 0.0023 acre tract;

THENCE North 00°08'09" West along the west line of the said 0.0023 acre tract a distance of 5.00 feet to the **POINT OF BEGINNING** and containing 0.0023 acre of land, more or less.

This description is based on a survey made by Fitz & Shipman, Inc. during September 2012 and April 2013.

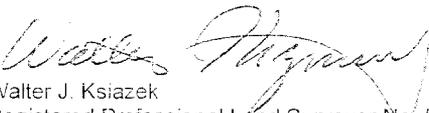

Walter J. Ksiazek
Registered Professional Land Surveyor No. 5321



EXHIBIT A, PAGE 3 OF 3

NUMBER	DIRECTION	DISTANCE
L1	N 89°51'51" E	20.00
L2	S 00°08'09" E	5.00
L3	S 89°51'51" W	20.00
L4	N 00°08'09" W	5.00

AMERICAN OFFICE, LLC
 CLERKS FILE NO. 2013035208 (O.P.R.C.)
 (CALLED 1.1623 ACRES)

FOUND
 PK N141

(CALLED 11 89°54'45" E 150.31
 N 89°54'45" E 150.31

EXCLUSIVE WATER LINE EASEMENT
 O.P.R.C.
 CLERKS FILE NO. 2013035861, N 89°51'51" E 234.38

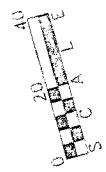
COMMENCING
 POINT
 FOUND
 (CALLED 118.57)

11TH STREET
 (ROW VARIES)
 (CALLED 5 00°31'03" E 148.57)
 118.57

FOUND
 PK N141

SURVEYOR'S CERTIFICATION:
 I, THE UNDERSIGNED, BEING A LICENSED SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS IS AN ACCURATE AND COMPLETE DESCRIPTION OF THE PROPERTY DESCRIBED HEREIN, AND THAT THE BOUNDARIES SHOWN ON THIS PLAN ARE THE RESULT OF MY FIELD SURVEY AND CALCULATION.
 WALTER A. SHIPLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5201
 OCT 29, 2014 03:15PM

Walter A. Shipley
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5201
 OCT 29, 2014 03:15PM



LOT 1A COMPLEX
 COLLEGE STREET
 CLERKS FILE NO. 2014035801, O.P.R.C.
 (CALLED 11.5128 ACRES)

NOTE: BASE OF BEARING IS A WEST LINE OF LOT 1A
 OFF COLLEGE STREET, COMPLEX A EIGHT REFORMED HE
 CLERKS FILE NO. 2013035801, O.P.R.C., BEARING
 WEST CALLED SOUTH 00°09'10" EAST 350.35 FEET.
 SHEET NO. 3

PROJECT NO.
 10050.0002
 TASK B

EXCLUSIVE WATER LINE EASEMENT - 0.0023 ACRE
 DATE: 10-29-14
 PROJECT NAME: HEB GROCERY COMPANY, LP
 11TH STREET
 BEAUMONT, TEXAS

Fittz & Shipman
 INC.

Consulting Engineers and Land Surveyors
 1405 CONSTITUTION COURT, BEAUMONT, TEXAS
 (409) 832-7238 FAX (409) 832-7303

ON PROJECTS, UNDER 10050.0002, TASK B, 100500218N141E5PM.DWG

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., Public Works Director *JM*

MEETING DATE: February 10, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute an Earnest Money Contract for the sale of a vacant 0.872 acre strip of land between Smart Street and West Cedar Street.

BACKGROUND

On February 25, 2014, City Council passed Resolution No. 14-043 accepting the bid submitted by NAI Wheeler for an annual contract to provide real estate broker services to list and sell City-owned property.

NAI Wheeler has secured one (1) potential buyer that is interested in purchasing a vacant 0.872 acre strip of land between Smart Street and West Cedar Street. The vacant land is abandoned Railroad Right-of-Way located north of the Amtrak Station facility. After reviewing the Earnest Money Contract, it is in the best interest of the City of Beaumont to execute the Earnest Money Contract with Dingo Realty, LLC with a cash offer in the amount of \$25,000.00.

Dingo Realty, LLC will deposit \$1,000.00 as earnest money to Texas Regional Title for a feasibility period of 30 days. If Dingo Realty, LLC terminates the earnest money contract, the earnest money will not be refunded to Dingo Realty, LLC. The date of closing will be seven (7) days after the expiration of the feasibility period.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute an Earnest Money Contract with Dingo Realty, LLC for the sale of a vacant 0.872 acre strip of land located between Smart Street and West Cedar Street. The contract is substantially in the form attached hereto as Exhibit "1" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 10th day of February, 2015.

- Mayor Becky Ames -



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2014

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: City of Beaumont

Address: 801 North Main Street, Beaumont, TX 77701

Phone: _____ E-mail: _____

Fax: _____ Other: _____

Buyer: Dingo Realty, LLC

Address: P.O. Box 12400, Beaumont, TX 77726

Phone: (409) 839-4428 E-mail: m1958mark@aol.com

Fax: (409) 832-4344 Other: _____

2. **PROPERTY:**

A. "Property" means that real property situated in Jefferson County, Texas at 0.872 AC at Smart Street & West Cedar (address) and that is legally described on the attached Exhibit A or as follows:

B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. **SALES PRICE:**

A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing	\$	<u>25,000.00</u>
(2) Sum of all financing described in Paragraph 4	\$	_____
(3) Sales price (sum of 3A(1) and 3A(2))	\$	<u>25,000.00</u>

(TAR-1802) 4-1-14

Initialed for Identification by Seller _____ and Buyer [Signature]

Page 1 of 13

NAI Wheeler, 470 Orleans Street, 12th Floor Beaumont, TX 77701

Phone: 409-899-3300

Fax: 409-899-3301

Erica Goss

Smart St./Perfitta

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Commercial Contract - Unimproved Property concerning 0.872 AC at Smart Street & West Cedar

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- (1) The sales price will not be adjusted based on a survey.
- (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.
 - (a) The sales price is calculated on the basis of \$ _____ per:
 - (i) square foot of total area net area.
 - (ii) acre of total area net area.
 - (b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:
 - (i) public roadways;
 - (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
 - (iii) _____
 - (c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- A. Third Party Financing: One or more third party loans in the total amount of \$ _____ . This contract:
 - (1) is not contingent upon Buyer obtaining third party financing.
 - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).
- B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____ .
- C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ _____ .

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ 1,000.00 as earnest money with Texas Regional Title Company (title company) at 3195 Dowlen Rd. Ste 108, Beaumont, TX (address) Molly Mallet (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
 - (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
 - (ii) _____
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

Commercial Contract - Unimproved Property concerning 0.872 AC at Smart Street & West Cedar

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:

- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:

- (a) will not be amended or deleted from the title policy.
- (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.

(3) Within 20 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 7 days after the effective date:

(1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.

(2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

(3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller N/A (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

(1) Within 5 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a

Commercial Contract - Unimproved Property concerning 0.872 AC at Smart Street & West Cedar

special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: _____

B. Feasibility Period: Buyer may terminate this contract for any reason within 30 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

(1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 1,000.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Buyer must:
(a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(c) abide by any reasonable entry rules or requirements of Seller;
(d) not interfere with existing operations or occupants of the Property; and
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

Commercial Contract - Unimproved Property concerning 0.872 AC at Smart Street & West Cedar

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within N/A days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*
 - (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
 - (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
 - (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
 - (d) copies property tax statements for the Property for the previous 2 calendar years;
 - (e) plats of the Property;
 - (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
 - (g) _____

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*
 - (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
 - (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
 - (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. **LEASES:**

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
 - (1) any failure by Seller to comply with Seller's obligations under the leases;
 - (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
 - (3) any advance surms paid by a tenant under any lease;

Commercial Contract - Unimproved Property concerning 0.872 AC at Smart Street & West Cedar

- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. **Estoppel Certificates:** Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than N/A by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 – Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: <u>KenWheeler, Inc. dba NAI Wheeler</u>	Cooperating Broker: _____
Agent: <u>Lee Y. Wheeler, III</u>	Agent: _____
Address: <u>470 Orleans Street, 12th FL Beaumont, TX 77701</u>	Address: _____
Phone & Fax: <u>(409) 899-3300 (409) 899-3301</u>	Phone & Fax: _____
E-mail: <u>LWheeler@NAIWheeler.com</u>	E-mail: _____
License No.: <u>579943</u>	License No.: _____

Principal Broker: (Check only one box)
 represents Seller only.
 represents Buyer only.
 is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. **Fees:** (Check only (1) or (2) below.)
 (Complete the Agreement Between Brokers on page 13 only if (1) is selected.)

- (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.
- (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of: <input checked="" type="checkbox"/> <u>3.000</u> % of the sales price. <input type="checkbox"/> _____	Cooperating Broker a total cash fee of: <input type="checkbox"/> _____ % of the sales price. <input type="checkbox"/> _____
---------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------

The cash fees will be paid in Jefferson County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

Commercial Contract - Unimproved Property concerning 0.872 AC at Smart Street & West Cedar

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:
 - (1) 7 days after the expiration of the feasibility period.
 - _____ (specific date).
 - _____
 - (2) 7 days after objections made under Paragraph 6C have been cured or waived.

- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

- C. At closing, Seller will execute and deliver, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
 - (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
 - (1) tax statements showing no delinquent taxes on the Property;
 - (2) an assignment of all leases to or on the Property;
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

- E. At closing, Buyer will:
 - (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

Commercial Contract - Unimproved Property concerning 0.872 AC at Smart Street & West Cedar

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

13. SALES EXPENSES:

- A. Seller's Expenses: Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
 - (2) preparation of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee;
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

- A. Prorations:
- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
 - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
 - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller changes the use of the Property before closing or if a denial of a special valuation on the Property claimed by Seller results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental

Commercial Contract - Unimproved Property concerning 0.872 AC at Smart Street & West Cedar

payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)
 enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, ~~or seek such other relief as may be provided by law, or both.~~ as Buyer's sole remedy

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

Commercial Contract - Unimproved Property concerning 0.872 AC at Smart Street & West Cedar

- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: ~~To the best of Seller's knowledge and belief: (Check only one box.)~~

- A. ~~Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).~~
- B. ~~Except as otherwise provided in this contract, Seller is not aware of:~~
- ~~(1) any subsurface structures, pits, waste, springs, or improvements;~~
 - ~~(2) any pending or threatened litigation, condemnation, or assessment affecting the Property;~~
 - ~~(3) any environmental hazards or conditions that materially affect the Property;~~
 - ~~(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;~~
 - ~~(5) whether radon, asbestos-containing materials, urea formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;~~
 - ~~(6) any wetlands, as defined by federal or state law or regulation, on the Property;~~
 - ~~(7) any threatened or endangered species or their habitat on the Property;~~
 - ~~(8) any present or past infestation of wood-destroying insects in the Property's improvements;~~
 - ~~(9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;~~
 - ~~(10) any condition on the Property that violates any law or ordinance.~~

~~(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)~~

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of

Commercial Contract - Unimproved Property concerning 0.872 AC at Smart Street & West Cedar

receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

26. **CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _____, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: City of Beaumont

Buyer: Dingo Realty, LLC

By: Kyle Hayes

By: Mark Fertitta

By (signature): _____
Printed Name: Kyle Hayes
Title: City Manager

By (signature): Mark A. Fertitta
Printed Name: Mark Fertitta
Title: _____

By: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By (signature): _____
Printed Name: _____
Title: _____

Commercial Contract - Unimproved Property concerning 0.872 AC at Smart Street & West Cedar

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- \$ _____, or
- _____ % of the sales price, or
- _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____ Buyer's attorney: _____

Address: _____ Address: _____

Phone & Fax: _____ Phone & Fax: _____

E-mail: _____ E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- A. the contract on this day _____ (effective date);
- B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____

EXHIBIT A

BEING a 0.872 acre (37,944.1 square feet) tract of land out of and a part of that certain Beaumont, Sour Lake & Western Railway Company, called 0.97 acre tract of land, more fully described and recorded in Volume 95, Page 13, Deed Records of Jefferson County, Texas. Said 0.872 acre tract of land being situated in the Noah Tevis Survey, Abstract 52, Jefferson County, Texas and being more particularly described as follows:

BEGINNING at a 4 inch round Concrete Monument with "X" in top found at the Northeast corner of that certain Joseph Andris, M.D., P.A. called 1.059 acre tract of land, more fully described and recorded in Clerks File #2005018950 of the Official Public Records of Jefferson County, same being at the intersection of the West line of said 0.97 acre tract and the South line of Smart Street (60 feet wide public right-of-way);

THENCE North 88 deg. 53 min. 30 sec. East along and with the South line of said Smart Street, a distance of 117.21 feet to a 5/8-inch iron rod with cap stamped "WORTECH SURVEYORS" found at the beginning of a non-tangent compound curve at the Northwest corner of that certain Beaumont Independent School District called 6.996 acre tract of land, more fully described and recorded in Volume 631, Page 178 of said Deed Records, same being at the intersection of the East line of said 0.97 acre tract and the South line of said Smart Street;

THENCE in a Southeasterly direction along and with the East line of said 0.97 acre tract, same being the West line of said 6.996 acre tract and said non-tangent compound curve to the left, having a delta angle of 17 deg. 34 min. 37 sec., a radius distance of 1137.39 feet, a chord bearing of South 42 deg. 50 min. 33 sec. East, a chord distance of 347.56 feet and an arc distance of 348.92 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" found at a P.I. of said curve;

THENCE continuing in a Southeasterly direction along and with the East line of said 0.97 acre tract, same being the West line of said 6.996 acre tract and with said compound curve to the left, having a delta angle of 01 deg. 43 min. 16 sec., a radius distance of 1513.30 feet, a chord bearing of South 57 deg. 38 min. 58 sec. East, a chord distance of 45.46 feet and an arc distance of 45.46 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set at the Southeast corner of said 0.97 acre tract, same being the Southwest corner of said 6.996 acre tract, same being the Northwest corner of that certain Beaumont Independent School District called 2.832 acre tract, more fully described and recorded in Volume 631, Page 177 of said Deed Records and same being the Northeast corner of that certain Beaumont, Sour Lake & Western Railway Company called 1.405 acre tract of land, more fully described and recorded in Volume 95, Page 4 of said Deed Records;

THENCE South 87 deg. 22 min. 33 sec. West along and with the South line of said 0.97 acre tract, same being the North line of said 1.405 acre tract, a distance of 156.44 feet to a 1/2 inch iron rod with cap stamped "F & S 409-882-7238" found in a non-tangent curve at the Southwest corner of said 0.97 acre tract, same being the Northwest corner of said 1.405 acre tract, same being the Southeast corner of that certain Houma Dollar Partners, L.L.C. called 1.445 acre tract of land, more fully described and recorded in Clerks File

EXHIBIT A

#2009004839 of said Official Public Records and same being the Northeast corner of West Cedar Street (variable width Public right-of-way);

THENCE in a Northwesterly direction along and with the West line of said 0.97 acre tract, same being the East line of said 1.445 acre tract and said non-tangent curve to the right, having a delta angle of 17 deg. 09 min. 13 sec., a radius distance of 1237.39 feet, a chord bearing of North 39 deg. 40 min. 41 sec. West, a total chord distance of 369.08 feet and at an arc distance of 197.43 feet pass a 1-1/2 inch iron rod found at the Northeast corner of said 1.445 acre tract, same being the Southeast corner of said 1.059 acre tract and continue on along and with the East line of said 1.059 acre tract a total arc distance of 370.46 feet to the PLACE OF BEGINNING, containing 0.872 acre (37,944.1 square feet) of land, more or less.

X _____
Seller

X 
Buyer



Approved by the Texas Real Estate Commission for Voluntary Use
Texas law requires all real estate licensees to give the following information about
brokerage services to prospective buyers, tenants, sellers and landlords.

10-10-11

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an

intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Mark A. Galt
Buyer, Seller, Landlord or Tenant
Dingo Realty, LLC

1-21-15
Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

(TAR-2501) 10-10-11

TREC No. OP-K

NAI Wheeler, 470 Orleans Street, 12th Floor Beaumont, TX 77701
Phone: 409-899-3300 Fax: 409-899-3301 Erica Goss

Smart SL/Pertitta

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com



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10-10-11

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Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an

intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant
 City of Beaumont

Date

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(TAR-2501) 10-10-11

TREC No. OP-K

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**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS FEBRUARY 10, 2015 1:30 P.M.**

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda item No. 1/Consent
 Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider a resolution approving the award of a bid to LD Construction of
 Beaumont for the Delaware Street Asphalt Resurfacing Project – Phase I

COMMENTS

- * Councilmembers/City Manager comment on various matters
- * Public Comment (Persons are limited to 3 minutes)

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Mitchell Normand at 880-3777 three days prior to the meeting.

February 10, 2015

Consider a resolution approving the award of a bid to LD Construction of Beaumont for the Delaware Street Asphalt Resurfacing Project – Phase I

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., Public Works Director *JM*

MEETING DATE: February 10, 2015

REQUESTED ACTION: Council consider a resolution authorizing the award of a bid to LD Construction of Beaumont in the amount of \$493,338.73 for the Delaware Street Asphalt Resurfacing Project – Phase I.

BACKGROUND

The section of Delaware Street from Dowlen Road to US 69 is a heavily traveled, four (4) lane roadway that provides access from the West End to US 69. The existing roadway has experienced numerous failures and after continual repair efforts now requires resurfacing to extend the life of the roadway. Phase I will provide an asphalt overlay from Dowlen Road to US 69.

On Thursday, January 29, 2015, bids were solicited for furnishing all labor, materials, equipment and supplies for the project. Two (2) bids were received as follows:

Contractor	Location	Bid
APAC	Beaumont, Texas	\$815,229.85
LD Construction	Beaumont, Texas	\$493,338.73

A total of 60 calendar days are allocated for the completion of the project. LD Construction is a Certified MBE/HUB company.

FUNDING SOURCE

Capital Improvements Program.

RECOMMENDATION

Approval of resolution.

**CITY OF BEAUMONT
 BID TAB
 DELAWARE STREET ASPHALT RESURFACING PROJECT - PHASE 1**

ITEM NO	ITEM CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	APAC		LD Construction	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
340	2002	1 1/2 INCH TYPE F ASPH CONC. LEVEL-UP	SY	16278.07	\$7.70	\$125,341.14	\$5.60	\$91,157.19
340	2003	2 INCH TYPE D ASPH CONC. SURFACE COURSE	SY	37476.81	\$5.40	\$85,958.98	\$3.80	\$60,489.65
340	2001	PLAN ASPH CONC. PAVING REPAIR W/ASB	SY	16278.07	\$10.40	\$389,758.82	\$7.50	\$281,076.08
354	2001	FULL DEPTH CONC. PAVING REPAIR W/ASB	SY	705.45	\$1.50	\$24,417.11	\$0.10	\$42,327.81
361	2001	MOBILIZATION SIGNS AND TRAFFIC HANDLING	LS	1.00	\$200.00	\$141,090.00	\$60.00	\$5,000.00
500	2001	BARRICADE SIGNS AND TRAFFIC HANDLING	LS	2.00	\$21,500.00	\$20,600.00	\$4,500.00	\$9,000.00
502	2001	JOINT SEAL	LF	3548	\$10,300.00	\$6,563.80	\$0.75	\$2,661.00
TOTAL CONTRACT BID						\$815,229.85		\$493,338.73

RESOLUTION NO.

WHEREAS, bids were solicited for a contract for the Delaware Street Asphalt Resurfacing Project - Phase I to include all labor, materials, equipment and supplies to provide an asphalt overlay of Delaware Street from Dowlen Road to US 69; and,

WHEREAS, LD Construction, of Beaumont, Texas, submitted a bid in the amount of \$493,338.73; and,

WHEREAS, City Council is of the opinion that the bid submitted by LD Construction, of Beaumont, Texas, should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the bid submitted by LD Construction, of Beaumont, Texas, in the amount of \$493,338.73 for a contract for the Delaware Street Asphalt Resurfacing Project - Phase I be accepted by the City of Beaumont; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a contract with LD Construction, of Beaumont, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 10th day of February, 2015.

- Mayor Becky Ames -