

**City of Lubbock, Texas**  
**Regular City Council Meeting**  
**Thursday, September 25, 2014**

Glen C. Robertson, Mayor  
Jim Gerlt, Mayor Pro Tem, District 4  
Victor Hernandez, Councilman, District 1  
Floyd Price, Councilman, District 2  
Jeff Griffith, Councilman, District 3  
Karen Gibson, Councilwoman, District 5  
Latrell Joy, Councilwoman, District 6



James Loomis, City Manager  
Chad Weaver, City Attorney  
Rebecca Garza, City Secretary

<http://www.mylubbock.us>

City Council Chambers, 1625 13th Street, Lubbock, Texas

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City of Lubbock City Council Meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2061 or write to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

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*Note: On occasion the City Council may consider agenda items out of order.*

**1:00 p.m. -- City Council convenes in open session to consider items 1-1.3.**

**2:30 p.m. -- City Council recesses into executive session to consider items 2.-2.4.**

**5:15 p.m. -- City Council reconvenes in open session to consider items 3.-7.14.**

**1. Work Session**

1. 1. Consider and take action on a resolution authorizing participation by representatives of the City of Lubbock in proceedings of the Texas Railroad Commission and the Texas Legislature concerning municipal authority and jurisdiction to review and regulate utility rates, and cost allocation associated therewith.
1. 2. Presentation and discussion of annexation policy and the impact on development in the City of Lubbock.
1. 3. Discuss and take possible action on the Citizens Advisory Committee recommendations for a bond election.

**2. Executive Session**

2. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.
  2. 1. 1. Case No. 2013-508,039-City of Lubbock v. Lubbock Omni Office, Inc. et. al.
  2. 1. 2. Discuss Chapter 331 of the Texas Tax Code.
  2. 1. 3. Discuss Chapter 380 of the Texas Local Government Code.
  2. 1. 4. Discuss Chapters 501-505 of the Texas Local Government Code.
  2. 1. 5. Storm Water
  2. 1. 6. Civil Action 5:14-CV-159-Vernoica Hernandez v. City of Lubbock and Adam Garrett Freeman.
2. 2. Hold an executive session in accordance with Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.

2. 2. 1. Omni Building, 1206 14th Street, Lubbock, Texas.
2. 2. 2. Police Department
2. 2. 3. City Hall
2. 2. 4. Original T Lubbock BLK 143, Lot 1-4 & OL 31, City of Lubbock, Lubbock County, Texas.
2. 3. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters.
  2. 3. 1. City Attorney
  2. 3. 2. City Manager
  2. 3. 3. City Secretary
2. 4. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Canadian River Municipal Water Authority, Urban Design & Historic Preservation Commission, Water Board of Appeals, and Zoning Board of Adjustment.
3. **Proclamations and Presentations**
  3. 1. Invocation by Pastor Rick Oliphint, Faith Temple Church
  3. 2. Pledges of Allegiance
  3. 3. **Board Recognitions:**  
**Appointments Advisory Board:**  
David Frisbie  
  
**Civic Lubbock, Inc. Board of Directors:**  
Kendra Lansdell  
  
**Keep Lubbock Beautiful Advisory Committee:**  
Thomas Rohrig  
  
**Model Codes & Construction Advisory Board:**  
Jeffery Baum  
  
**Permit & License Appeal Board:**  
Joel Castro  
Doug Triplett  
  
**Zoning Board of Adjustment:**  
Shelia Harris
4. **Minutes**
  4. 1. August 28, 2014 Regular City Council Meeting  
September 4, 2014 Special City Council Meeting



5. **Citizen Comments – Pursuant to City Council Resolution 2014-R0320, any citizen wishing to appear before a regular meeting of the City Council shall: Notify the City Manager's office of the fact, completing the form available at the City Manger's office, or online at the following hyperlink:**

<http://www.ci.lubbock.tx.us/city-council/rules-for-public-comments/public-comments-sign-up-form>

**This form must be submitted no later than seventy-five (75) hours prior to the start of the meeting at which the citizen wishes to appear;**

**or sign up to speak at the City Council meeting itself, completing the form provided at the meeting, with regard to any item posted on the City Council agenda.**

6. **Consent Agenda - Items considered to be routine and enacted by one motion without separate discussion. If the City Council desires to discuss an item, the item is removed from the Consent Agenda and considered separately.**
6. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0126 amendment 39 amending the FY 2013-14 budget for municipal purposes respecting the Airport Fund and the General Fund to amend budget amendment 36 as approved in Ordinance 2014-O0104; providing for filing; and providing for a savings clause.
6. 2. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0127 Amendment 40 amending the FY 2013-14 budget for municipal purposes respecting the Vintage Township Public Improvement District; providing for filing; and providing for a savings clause.
6. 3. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0128 Amendment 41 amending the FY 2013-14 budget for municipal purposes respecting the Abandoned Motor Vehicle Fund to appropriate additional funding; the Animal Assistance Fund to appropriate additional funding; providing for filing; and providing for a savings clause.
6. 4. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0129 Amendment 42 amending the FY 2013-14 budget for municipal purposes respecting the General Fund to appropriate additional funding; providing for filing; and providing for a savings clause.
6. 5. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0130 Amendment 43 amending the FY 2013-14 budget for municipal purposes respecting the General Fund to increase expenditures; providing for filing; and providing for a savings clause.
6. 6. **Ordinance 2nd Reading - Finance:** Consider Ordinance 2014-O0131 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia Public Improvement District; approving, adopting, and filing with the City Secretary the Assessment Roll; closing the hearing and levying assessments based on the Service Plan for the cost of certain services and/or improvements to be provided in the PID during FY 2014-15.
6. 7. **Resolution - Finance:** Consider a resolution authorizing approval of the Lubbock Emergency Communication District (LECD) Budget for Fiscal Year 2014-15.
6. 8. **Resolution – Public Works:** Consider a resolution authorizing the Mayor to reject all bids for sand, rock, and gravel materials for street and alley maintenance, ITB 14-12017-DG.
6. 9. **Resolution - Public Works Traffic Engineering:** Consider a resolution authorizing the Mayor to execute contract 12051 with the Texas Department of Transportation (TxDOT) for continued operation of the Traffic Management Center (TMC) utilizing TxDOT's Intelligent Transportation System (ITS).

6. 10. **Resolution - Public Works Traffic Engineering:** Consider a resolution authorizing the Mayor to execute contract 12043 with the Lubbock Metropolitan Planning Organization (LMPO) for traffic monitoring and reporting services to provide information and crash data to update the LMPO Congestion Management Plan.
6. 11. **Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Amendment 5 to a Professional Services Contract with Half Associates, Inc. of Fort Worth, Texas for the Video Inspection of Storm Sewers – Phase 2, RFQ 10-110-MA.
6. 12. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a street use license with Evergreen Alliance Golf Limited, L.P. for the use of dedicated streets for eight private underground water lines in the Lakeridge Addition, Vicksburg Avenue and 91st Street, Lubbock, Texas.
6. 13. **Resolution - Public Works:** Consider a resolution authorizing the Mayor to execute contract 11796 with South Plains Communications for radio tower inspection, maintenance and repair, RFP 14-11796-DG.
6. 14. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute purchase order contract 33000531 with Hewlett Packard Company for the Data Center Annual Hardware Maintenance and Support Renewal.
6. 15. **Resolution - GIS and Data Services:** Consider a resolution authorizing the Mayor to execute contract 12030 with the Lubbock Metropolitan Planning Organization (LMPO) for GIS data and services.
6. 16. **Resolution - Transit Services:** Consider a resolution authorizing the Mayor to execute contract 12044 a Consultant Agreement between City and the Lubbock Metropolitan Planning Organization (LMPO) to provide public transit services.
6. 17. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an amendment to a Community Development Funding Contract and all related documents with North & East Lubbock Community Development Corporation (NELCDC) to amend said contract to provide additional HOME Investment Partnership Program funding and to extend the time of this contract to September 30th, 2015.
6. 18. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute contract 11989 with Galls, LLC for the Police Patrol Duty Optional Uniform, ITB 14-11989-TS.
6. 19. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute lease agreement 12046 between the City of Lubbock and Berry's Enterprises for management of T-Hangers.

## 7. **Regular Agenda**

7. 1. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3234, a request of Ronald Key, for John Boling, for a zoning change from T to C-2 and R-1 on 30.06 acres of unplatted land out of Block AK, Section 19, north of 130th Street and west of Milwaukee Avenue, and consider an ordinance.
7. 2. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3235, a request of Hugo Reed and Associates, Inc., for Upland Investments, LLC, for a zoning change from R-1 to C-3 on 9.1 acres of unplatted land out of Block AK, Section 42, northwest corner of 34th Street and Upland Avenue, and consider an ordinance.
7. 3. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 2538-D, a request of Hugo Reed and Associates, Inc., for Upland Investments, LLC, for a zoning change from R-1 to A-2 on 11.4 acres of unplatted land out of Block AK, Section 42, southwest corner of 26th Street and Upland Avenue, and consider an ordinance.
7. 4. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3236, a request of SWCWC Inc., for Sprint, for a zoning change from IHC to IHC Specific Use for a temporary/portable cell tower on 0.234 acres of unplatted land out of Block A, Section 20, 2553 Santa Fe Drive, and consider an ordinance.

7. 5.       **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 2909-D, a request of South Plains Communications, for Atmos Energy Corp., for a zoning change from IHC to IHC Specific Use on Tract M, Milwaukee Business Park Addition, 6606 66th Street, and consider an ordinance.
7. 6.       **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0125 Amendment 38 amending the FY 2013-14 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the United States Department of Justice (DOJ) for the Justice Assistance Grant (JAG); accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Safety City - Teaching Kids to be Street Smart Grant; and to amend revenues from the Emergency Management Program Grant; respecting the General Fund to increase the transfer to the Grant Fund; providing for filing; and providing for a savings clause.
7. 6. 1.   **Resolution - Police Department:** Consider a resolution authorizing the Mayor to execute agreement 12040 with the United States Department of Justice for an Edward Byrne Memorial Justice Assistance Grant to fund the Lubbock County Joint Enforcement Initiative Program.
7. 6. 2.   **Resolution - Parks & Recreation:** Consider a resolution authorizing the Mayor to execute agreement 12042 with the Texas Department of Transportation (TxDOT) for the Texas Traffic Safety Program “Teaching Kids to Be Street Smart” grant for bicycle, car, pedestrian and other safety related programs at Safety City.
7. 7.       **Ordinance 2nd Reading - Finance:** Consider Ordinance 2014-O0124 amending Chapter 22 of the Code of Ordinances for the City of Lubbock with regard to the Municipal Drainage Utility and related definitions; adoption of State law; related billing rules and procedures therefor; appeals of assessment, billing, and payment disputes; discontinuance of service; repealing the formula and schedule of municipal drainage charges as set forth in Ordinance No. 2011-O0080; providing a savings clause; providing a penalty clause; and providing for publication.
7. 8.       **Resolution - Finance:** Consider a resolution amending the schedule of drainage charges to accommodate improvements to be made to the City's drainage system
7. 9.       **Resolution - Finance:** Consider a resolution authorizing refunding of Canadian River Municipal Water Authority Contract Revenue Refunding Bonds, Series 2005 (Conjunctive Use Groundwater Supply Projects) and/or Canadian River Municipal Water Authority Contract Revenue Bonds, Series 2006 (Conjunctive Use Groundwater Supply Project).
7. 10.      **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute contract 11652 to Duininck, Inc. for construction services for LBB Runway 17R-35L Improvement Project, ITB 14-11652-DT.
7. 11.      **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Amendment 13 to the Architectural and Engineering Agreement 9002 between the City of Lubbock and Parkhill, Smith & Cooper (PSC), Inc. for the LBB Runway 17R-35L Improvement Project.
7. 12.      Discuss and consider taking action to acquire Original T Lubbock BLK 143, Lot 1-4 & OL 31, City of Lubbock, Lubbock County, Texas.
7. 13.      Discuss and take action on the applicability of the Compensation Study as to the City Manager, City Secretary, City Attorney, Director of Lubbock Power & Light, and the General Counsel for Lubbock Power & Light.
7. 14.      **Board Appointments - City Secretary:** Consider one appointment to the Canadian River Municipal Water Authority, three appointments to the Lubbock Economic Development Alliance Board of Directors, three appointments to the Market Lubbock Inc. Board of Directors, two appointments to the Model Codes & Construction Advisory Board, two appointments to the North Point Public Improvement District Board of Directors, one appointment to the Urban Design & Historic Preservation Commission, one appointment to the Veterans Advisory Committee, one appointment to the Water Board of Appeals, two appointments to the Zoning Board of Adjustment.



**Regular City Council Meeting****2. 4.**

Meeting Date: 09/25/2014

Submitted By: Thomas Harris, City  
Secretary

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**Information****Summary**

Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Canadian River Municipal Water Authority, Urban Design & Historic Preservation Commission, Water Board of Appeals, and Zoning Board of Adjustment.

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**Regular City Council Meeting****3. 1.**

Meeting Date: 09/25/2014

Submitted By: Jennifer Clements, City  
Secretary

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**Information**

Summary

Invocation by Pastor Rick Oliphint, Faith Temple Church

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## Regular City Council Meeting

3.3.

Meeting Date: 09/25/2014

Submitted By: Thomas Harris, City  
Secretary

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### Information

Summary

**Board Recognitions:**

**Appointments Advisory Board:**

David Frisbie

**Civic Lubbock, Inc. Board of Directors:**

Kendra Lansdell

**Keep Lubbock Beautiful Advisory Committee:**

Thomas Rohrig

**Model Codes & Construction Advisory Board:**

Jeffery Baum

**Permit & License Appeal Board:**

Joel Castro

Doug Triplett

**Zoning Board of Adjustment:**

Shelia Harris

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**Regular City Council Meeting**

**4. 1.**

**Meeting Date:** 09/25/2014

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**Information**

**Agenda Item**

August 28, 2014 Regular City Council Meeting  
September 4, 2014 Special City Council Meeting

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**Attachments**

8.28.2014

9.4.2014

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**CITY OF LUBBOCK**  
**REGULAR CITY COUNCIL MEETING**  
**August 28, 2014**  
**2:30 P. M.**

**The City Council of the City of Lubbock, Texas met in regular session on the 28th of August, 2014, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 2:30 p. m.**

**2:30 P.M. CITY COUNCIL CONVENED**  
**City Council Chambers, 1625 13th Street, Lubbock, Texas**

Present: Mayor Glen C. Robertson; Mayor Pro Tem Jim Gerlt; Council Member Karen Gibson; Council Member Jeff Griffith; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Chad Weaver

Note: Mayor Glen C. Robertson left the meeting at 8:58 p.m. Council Member Victor Hernandez left at 9:01 p.m.

*Note: City Council addressed agenda items in the following order:*

- *Executive Session; 2.1-2.2; 2.4; 2.3; Citizen Comments 3.1-3.10; Citizen Comments (Sign-ups) 3.11; 4.1; 5.1-5.6; 5.8-5.10; 5.12-5.13; 5.15-5.19; 5.22; 5.7; 5.14; 5.20-5.21; 6.1-6.18 (Item 6.13 reconsidered following 6.18); 6.19-6.21; and 7.1 Open Citizen Comments.*
- *Item 5.11 was deleted.*

**1. Executive Session**

**The meeting recessed into a closed session at 2:30 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 5:15 p.m.**

- 1. 1.** Hold an executive session in accordance with Texas Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.
- 1. 1. 1.** Public participation at City Council meetings.
- 1. 2.** Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters.
  - 1. 2. 1.** City Attorney
  - 1. 2. 2.** City Manager
  - 1. 2. 3.** City Secretary

1. 3. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Canadian River Municipal Water Authority, Permit & License Appeal Board, Water Board of Appeals, and Zoning Board of Adjustment.

**5:15 P.M. CITY COUNCIL RECONVENED**  
**Council Chambers**

**2. Proclamations and Presentations**

2. 1. Invocation by Pastor Pat Githens, Genesis Baptist Fellowship Church

**Pastor Pat Githens did not appear.** Council Member Floyd Price led the invocation.

2. 2. Pledges of Allegiance

Pledges of Allegiance were given by those in Council Chambers to the United States flag and the Texas flag.

2. 3. Presentation of a special recognition celebrating 40 years of the Community Development Block Grant.

Mayor Pro Tem Jim Gerlt presented a special recognition celebrating 40 years of the Community Development Block Grant. Members of the City of Lubbock Community Development Department appearing to accept the recognition included: Rhonda Genrty, Interim Community Development Director; and staff members Terri Sanders, Karen Murfee, Arlene Johnson, and Sharon Pattillo.

2. 4. **Board Recognitions:** Mayor Pro Tem Jim Gerlt presented Board Recognitions.

**Audit & Investment Committee:**

Mark Bass (unable to attend)  
Terisa Clark

**Building Board of Appeals:**

Casey Doyle (unable to attend)  
Dickie Hudgens (unable to attend)  
Roy Jones

**Civic Lubbock, Inc. Board of Directors:**

Ted Dotts

**Lubbock Water Advisory Commission:**

Carmon McCain

3. **Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council to speak:**

- shall contact the City Manager's Office of that fact to provide the City Manager's Office the subject matter that will be addressed, no later than seventy-five (75) hours before the meeting at which the citizen wishes to appear; or
- shall sign up to speak at the City Council meeting itself in regard to any item posted on the City Council agenda under the "Citizen Comment Period."

**Or, a citizen may sign up to speak at the City Council meeting itself on a topic that is not posted on the agenda under the “Open Citizen Comment” period.**

- 3. 1.** Bill Curnow will appear before the City Council to discuss the proposed smoke free ordinance.

Bill Curnow appeared before City Council to speak in opposition of a smoke free ordinance.

- 3. 2.** Lori Rhodes will appear before City Council to discuss soccer fields for Lubbock.

Lori Rhodes, President of the Lubbock Soccer Association, appeared before City Council to speak in favor of soccer fields for Lubbock.

- 3. 3.** Manuel Sanchez will appear before the City Council to discuss soccer fields for Lubbock.

Manuel Sanchez appeared before City Council to speak in favor of soccer fields for Lubbock.

- 3. 4.** Tom Stone will appear before the City Council to discuss soccer fields for Lubbock.

**Mr. Stone did not appear.**

- 3. 5.** Spencer Nadeau will appear before the City Council to discuss water restrictions and new carwash at 50th and Salem.

**Mr. Nadeau did not appear.**

- 3. 6.** Edd Dillashaw will appear before City Council to discuss the proposed smoke free ordinance.

Edd Dillashaw appeared before City Council to speak in opposition of a smoke free ordinance.

- 3. 7.** George McMahan will appear before the City Council to discuss the proposed property tax increase.

George McMahan appeared before City Council to speak in favor of a proposed property tax increase.

- 3. 8.** William Sanders will appear before the City Council to discuss the Quincy Park PID and its conflict of interest and not meeting the City guidelines.

William Sanders appeared before City Council to speak in opposition of the Quincy Park PID.

- 3. 9.** John Curtis will appear before the City Council to discuss the proposed smoke free ordinance.

John Curtis appeared before City Council to speak in opposition of a smoke free ordinance.

- 3. 10.** Jay Leeson will appear before the City Council to discuss the proposed property tax increase.

Jay Leeson appeared before City Council to speak in favor of the proposed property tax increase.

- 3. 11. Sign-ups:**

- Alicia Rosas, Cassandra Ortiz, Gary Frye, Kavitna Selvan, Antoine Craft, Carrie Harris, and Kay Kamm appeared before City Council to speak in favor of a smoke free ordinance.
- Dustin Hudgeons appeared before City Council to discuss item 5.9 (contract 11886 with Copy Craft Printers, Inc.) as it relates to bids and contract management and Citibus.
- Dora Cortez appeared before City Council to discuss item 6.20 (discussion concerning the

Omni Building).

- Ysidro Gutierrez appeared before City Council to speak in opposition of item 6.19 (Citizens Advisory Committee recommendations for a bond election).
- Bryan Thompson appeared before City Council to speak in favor of soccer fields for Lubbock.

#### 4. Minutes

4. 1. July 24, 2014 Regular City Council Meeting  
July 31, 2014 Special City Council Meeting (Budget)

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve the July 24, 2014 Regular City Council Meeting minutes; and the July 31, 2014 Special City Council Meeting (Budget) minutes.

**Vote:** 7 - 0 Motion carried

#### 5. Consent Agenda - Items considered to be routine and enacted by one motion without separate discussion. If the City Council desires to discuss an item, the item is removed from the Consent Agenda and considered separately.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve items 5.1-5.6; 5.8-5.10; 5.12-5.13; 5.15-5.19; and 5.22

**Vote:** 7 - 0 Motion carried

5. 1. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2014-O0106, Amendment 37, amending the FY 2013-14 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Transportation (TXDOT) for the Selective Traffic Enforcement Program (STEP) - Comprehensive Speed/DWI Grant; accept and appropriate funding from the Texas Department of State Health Services (DSHS) for the Immunization Branch - Locals (Immunization) Grant, the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant, the Syphilis Elimination Texas - Lubbock County (STD) Grant, and the Public Health Emergency Preparedness Services (PHEP) Grant; accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) Grant; providing for filing; and providing for a savings clause.
5. 2. **Ordinance 1st Reading - Finance:** Ordinance No. 2014-O0107 supplementing Ordinance No. 2007-00058, 2008-O0079, 2009-O0090, 2010-O0075, 2011-O0082, 2012-O0104, and 2013-O0091 pursuant to which Assessments were levied on property within Vintage Township Public Improvement District to Provide Public Improvements for the District (First Reading).
5. 3. **Resolution - Finance:** Resolution No. 2014-R0271 authorizing the Mayor to execute an Industrial Tax Abatement Agreement with X-Fab Texas, Inc.
5. 4. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2014-O0105 abandoning and closing an access, underground utility and drainage easement, located in Lots 1-47 and Tract C, Raider Ranch Addition, Lubbock County, Texas.
5. 5. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2014-O0063 abandoning and closing a drainage easement located in Section 38, Block AK, Lubbock County, Texas, Milwaukee and 43rd Street.

5. 6. **Resolution - Right-of-Way:** Resolution No. 2014-R0272 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Veteran-Purchaser, Roy Lee Clark, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 15, Block JS, Lubbock County, Texas.
5. 7. **Resolution - Right-of-Way:** Resolution No. 2014-R287 authorizing the Mayor to execute a Easement-Use-License Agreement Renewal to Bank of America, National Association, the right and privilege to use a portion of a dedicated utility easement for a covered drive-thru located at 5144 82nd Street.

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to approve Resolution No. 2014-R0287.

**Vote:** 6 - 0 Motion carried

Other: Council Member Victor Hernandez (AWAY)

5. 8. **Resolution - Aviation:** Resolution No. 2014-R0273 authorizing the Mayor to execute lease agreement 11991 between the City of Lubbock and the Federal Aviation Administration (FAA) for office space.
5. 9. **Resolution - Transit:** Resolution No. 2014-R0274 authorizing the Mayor to execute contract 11886 with Copy Craft Printers, Inc d/b/a Slate Group, for vinyl wrap printing, installation, and removal, ITB 14-11886-DG.
5. 10. **Resolution - Transit:** Resolution No. 2014-R0275 authorizing the Mayor to execute contract 11706 with Michelin North America, Inc. for tire leasing, RFP 14-11706-DG.
5. 11. **Resolution - Transit:** Consider a resolution authorizing the Mayor to execute agreement 12011 with Texas Tech University for campus bus service.

**This item was deleted.**

5. 12. **Resolution - Transit:** Resolution No. 2014-R0276 authorizing the Mayor to execute contract& 12010 with LeFleur Transportation of Texas, Inc. for the Medical Transportation Services (Citibus).
5. 13. **Resolution – Facilities:** Resolution No. 2014-R0277 authorizing the Mayor to execute contract 11952 with Matthews Backhoe, Inc. for the demolition of various City of Lubbock owned facilities, ITB 14-11952-TF.
5. 14. **Resolution - Facilities:** Resolution No. 2014-R0288 authorizing the Mayor to execute a lease agreement with P&E Leasing, Inc. of Plainview, TX for a lease of property at 4709 66th St.

Mark Yearwood, Assistant City Manager; and James Loomis, City Manager, gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve Resolution No. 2014-R0288.

**Vote:** 7 - 0 Motion carried

5. 15. **Resolution - Facilities:** Resolution No.'s 2014-R0278 and 2014-R0279 authorizing the Mayor to execute contract 11953 with Kings Consultants Inc., and contract 12000 with Environmental Agency Services, Inc., for Mold Consulting Services, RFP 11953-MA.

5. 16. **Resolution - Facilities:** Resolution No.'s 2014-R0280 and 2014-R0281 authorizing the Mayor to execute contract 11951 with Kings Consultants Inc, and contract 12002 with Compliance Sampling and Analysis, Inc., for Asbestos Consulting Services, RFP 14-11951-MA.
5. 17. **Resolution - Facilities:** Resolution No.'s 2014-R0282 and 2014-R0283 authorizing the Mayor to execute contract 11954 with Ron Osborn, Inc. d/b/a Advanced Environmental Services and contract 12001 with West Texas Abatement for asbestos abatement services, ITB 14-11954-MA.
5. 18. **Resolution - Technology and Information:** Resolution No. 2014-R0284 authorizing the Mayor to execute Purchase Order 33000530 with Mythics, Inc. for the Oracle Annual License Maintenance and Support Renewal for Enterprise One.
5. 19. **Resolution - Fleet Services:** Resolution No. 2014-R0285 authorizing the Mayor to execute a firm fixed price fuel contract 11972 for bulk fuel with Rip Griffin Truck Service Center, Inc., RFP 14-11972-MA.
5. 20. **Resolution - Fleet Services:** Resolution No.'s 2014-R0289 and 2014-R0290 authorizing the Mayor to execute purchase order contract 31020388 with Lubbock Truck Sales for cab and chassis and purchase order contract 31020387 with Texan Waste Equipment d/b/a Heil of Texas for packer bodies, ITB 14-11868-DT.

Scott Snider, Assistant City Manager, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No.'s 2014-R0289 and 2014-R0290.

**Vote:** 6 - 0 Motion carried

Other: Council Member Victor Hernandez (AWAY)

5. 21. **Resolution - Fire Rescue:** Resolution No. 2014-R0291 authorizing the Mayor to execute purchase order 10012242 with DACO Fire Safety Equipment for carbon fiber (SCBA) Cylinders.

Cheryl Brock, Budget Director, gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve Resolution No. 2014-R0291.

**Vote:** 6 - 0 Motion carried

Other: Council Member Victor Hernandez (AWAY)

5. 22. **Resolution - Fire Rescue:** Resolution No. 2014-R0286 authorizing the Mayor to execute a First Responder Agreement 12006 between the Lubbock County Hospital District d/b/a UMC EMS and Lubbock Fire Rescue.

## 6. Regular Agenda

6. 1. **Public Hearing at 5:30 p.m. - Finance:** Hold a public hearing to consider an Ordinance to levy the 2014 assessment for the North Overton Public Improvement District, the boundary of which includes a portion of the area between Fourth Street on the north, Avenue Q to the east, Broadway on the south, and University Avenue to the west.

**Public hearing only.**

Mayor Robertson opened the public hearing at 6:57 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:57 p.m.

- 6. 2. Ordinance - 1st Reading - Finance:** Ordinance No. 2014-O0108 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton Public Improvement District; approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2014-15.

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Ordinance No. 2014-O0108.

**Vote:** 7 - 0 Motion carried

- 6. 3. Public Hearing at 5:30 p.m. - Finance:** Hold a public hearing to consider an Ordinance to levy the 2014 assessment for the North Point Public Improvement District, the boundary of which includes the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford.

**Public hearing only.**

Mayor Robertson opened the public hearing at 6:59 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:59 p.m.

- 6. 4. Ordinance - 1st Reading - Finance:** Ordinance No. 2014-O0109 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point Public Improvement District; approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2014-15.

Motion by Council Member Latrelle Joy, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0109.

**Vote:** 7 - 0 Motion carried

- 6. 5. Public Hearing at 5:30 p.m. - Finance:** Hold a public hearing to consider an Ordinance to levy the 2014 assessment for the Quincy Park Public Improvement District, the boundary of which includes the area bounded by portions of 88th and 98th Street on the north, Upland Avenue on the west, 98th Street on the south, and Quincy Avenue on the east.

**Public hearing only.**

Mayor Robertson opened the public hearing at 7:00 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:00 p.m.

- 6. 6. Ordinance 1st Reading - Finance:** Ordinance No. 2014-O0110 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park Public Improvement District; approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2014-15.

Cheryl Brock, Budget Director, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0110.

**Vote:** 7 - 0 Motion carried

- 6. 7. Public Hearing at 5:30 p.m. - Finance:** Hold a public hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 6.01% (percentage by which the proposed tax rate exceeds the effective tax rate calculated under Chapter 26, Tax Code) for a proposed tax rate of 0.52740 per \$100 valuation.

**Public hearing only.**

Mayor Robertson opened the public hearing at 7:03 p.m.

Ysidro Gutierrez, Burley Owen, and Dora Cortez appeared to speak in opposition.

Maurice Stanley appeared to speak in favor.

Mayor Robertson closed the public hearing at 7:13 p.m.

- 6. 8. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2014-O0111, Zone Case 1054-E, a request of The Home Depot to amend the conditions of Ordinance 2005-00033 to allow for an outside display of products on Lot 3B, Caprock Addition, 2615 50th Street, and consider an ordinance.

Mayor Robertson opened the public hearing at 7:14 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:14 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Ordinance No. 2014-O0111.

**Vote:** 7 - 0 Motion carried

- 6. 9. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2014-O0112, Zone Case 1913-D, a request of Zac Garth, for Gene McGuire, for a zoning change from GO to C-2A on Tracts A and B, McGuire Realty Plaza Addition, 2401 West Loop 289, and consider an ordinance.

Mayor Robertson opened the public hearing at 7:15 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:15 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2014-O0112.



**Vote:** 7 - 0 Motion carried

- 6. 10. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2014-O0113, Zone Case 1811-F, a request of Wooden Law Firm, P.C., for Verizon Wireless, for a zoning change from C-2 to C-2 Specific Use for a telecommunications tower on the west 40 feet of Lot 16, Iris Gardens Addition, 3311 83rd Street, and consider an ordinance.

Dennis Carrizales, Senior Planner, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 7:16 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:16 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Ordinance No. 2014-O0113.

**Vote:** 7 - 0 Motion carried

- 6. 11. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2014-O0114, Zone Case 2298-A, a request of Joe Ramirez for a zoning change from R-3 to R-2 on Lots 1 through 4, Johnson Addition, 2102, 2104, 2108, and 2110 Avenue K, and consider an ordinance.

Dennis Carrizales, Senior Planner, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 7:19 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:19 p.m.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approve Ordinance No. 2014-O0114.

**Vote:** 7 - 0 Motion carried

- 6. 12. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2014-O0115, Zone Case 2712-A, a request of Stone Collision Center, for Jimmy Stone, to amend the conditions of Ordinance 9651 to allow a body shop and all unconditionally permitted C-3 uses on the west 50 feet of Tract A and Tract B, South University Addition, 6701 University Avenue, and consider an ordinance.

Mayor Robertson opened the public hearing at 7:20 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:20 p.m.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2014-O0115.

**Vote:** 7 - 0 Motion carried

- 6. 13. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2014-O0120, Zone Case 3039-A, a request of Scott Collier, for YWCA, for a zoning change from R-1 to A-2 Specific Use on Lot 1, Swim Club Addition, 6204 Elgin Avenue, and consider an ordinance.
- Mayor Robertson opened the public hearing at 7:21 p.m.
- No one appeared to speak in favor or opposition.
- Mayor Robertson closed the public hearing at 7:21 p.m.
- Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approve Ordinance No. 2014-O0120.
- Vote:** 7 - 0 Motion carried
- Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to reconsider item 6.13.
- Vote:** 7 - 0 Motion carried
- Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2014-O0120.
- Vote:** 6 - 0 Motion carried
- Other: Council Member Victor Hernandez (RECUSE)
- 6. 14. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2014-O0116, Zone Case 1786-C, a request of Scott Collier, for JMO Development, LP, for a zoning change from C-2 to C-4 limited to a pawn shop on the north 150 feet of Lot A-1-B-4-B, University Pines Addition, north of 98th Street and west of University Avenue, and consider an ordinance.
- Mayor Robertson opened the public hearing at 7:22 p.m.
- No one appeared to speak in favor or opposition.
- Mayor Robertson closed the public hearing at 7:22 p.m.
- Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Ordinance No. 2014-O0116.
- Vote:** 7 - 0 Motion carried
- 6. 15. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2014-O0117, Zone Case 3067-B, a request of Hugo Reed and Associates, Inc., for Egenbacher Real Estate, for a zoning change from C-3 Specific Use to CB-2 Specific Use for a shopping center on Lot 1B-2, Overton Park Addition, 2407 9th Street, and consider an ordinance.
- Terry Holeman, Director of Development Services with Hugo Reed & Associates, gave comments and answered questions from City Council.
- Mayor Robertson opened the public hearing at 7:23 p.m.
- No one appeared to speak in favor or opposition.
- Mayor Robertson closed the public hearing at 7:23 p.m.

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0117.

**Vote:** 7 - 0 Motion carried

- 6. 16. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2014-O0118, Zone Case 3096-C, a request of Hugo Reed and Associates, Inc., for Abbey Glen Partners, LLC, for a zoning change from A-2 to GO and R-1 Specific Use to R-1 Specific Use for garden homes on 8 acres of unplatted land out of Block E-2, Section 25, west of Slide Road and north of 114th Street, and consider an ordinance.

Mayor Robertson opened the public hearing at 7:26 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:26 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2014-O0118.

**Vote:** 7 - 0 Motion carried

- 6. 17. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2014-O0119, Zone Case 3116-F, a request of Hugo Reed and Associates, Inc., for FP Investors 1, LLC, to amend the conditions of Ordinance 2009-O0038 to allow reduced setbacks on 47.3 acres of unplatted land out of Block AK, Section 4, south of 130th Street, north of 135th Street, east of Norfolk Avenue, and west of Indiana Avenue, and consider an ordinance.

Mayor Robertson opened the public hearing at 7:27 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:27 p.m.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Latrelle Joy to approve Ordinance No. 2014-O0119.

**Vote:** 7 - 0 Motion carried

- 6. 18. Board Appointments - City Secretary:** Consider six appointments to the Appointments Advisory Board, one appointment to the Canadian River Municipal Water Authority, one appointment to the Civic Lubbock, Inc. Board of Directors, one appointment to the Keep Lubbock Beautiful Advisory Committee, one appointment to the Model Codes & Construction Advisory Board, four appointments to the Permit & License Appeal Board, one appointment to the Water Board of Appeals, and one appointment to the Zoning Board of Adjustment.

**Appointments Advisory Board:**

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to reappoint Dr. John Bowen, Michael Calvillo, Phebe Ellis-Roach, and Keith Patrick.

**Vote:** 7 - 0 Motion carried

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Jim Gerlt to appoint David Frisbee to replace Ann Horkey.

**Vote:** 7 - 0 Motion carried

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to appoint Esther Sepeda to replace Norma Ritz-Johnson.

**Vote:** 7 - 0 Motion carried

**Canadian River Municipal Water Authority:** Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to postpone this item.

**Vote:** 7 - 0 Motion carried

**Civic Lubbock, Inc. Board of Directors:** Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to appoint Kendra Lansdell to replace William Lowell.

**Vote:** 7 - 0 Motion carried

**Keep Lubbock Beautiful Advisory Committee:** Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Jim Gerlt to appoint Thomas Rohrig to replace Totsey Bass.

**Vote:** 7 - 0 Motion carried

**Model Codes & Construction Advisory Board:** Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Latrelle Joy to appoint Jeff Baum to replace Berhl Robertson.

**Vote:** 7 - 0 Motion carried

**Permit & License Appeal Board:**

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to appoint Nancy Downey to replace Cecile Garcia.

**Vote:** 7 - 0 Motion carried

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to appoint Joel Castro to replace Lee Hunter.

**Vote:** 7 - 0 Motion carried

Motion by Council Member Latrelle Joy, seconded by Council Member Floyd Price to appoint Doug Triplett to replace Jacob Montoya.

**Vote:** 7 - 0 Motion carried

Motion by Council Member Jim Gerlt, seconded by Council Member Jeff Griffith to appoint Brianna Ingram to replace Jeffery Lowery.

**Vote:** 7 - 0 Motion carried

**Water Board of Appeals:** Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to appoint Alex Scarborough to replace Jason Hodges.

**Vote:** 7 - 0 Motion carried

**Zoning Board of Adjustment:** Motion by Council Member Floyd Price, seconded by Council

Member Latrelle Joy to appoint Shelia Harris to replace Dustin Burrows.

**Vote:** 7 - 0 Motion carried

- 6. 19.** Discuss and take possible action on the Citizens Advisory Committee recommendations for a bond election.

Discussion ensued among the City Council Members regarding projects and possibly calling a bond election. Scott Snider, Assistant City Manager; and Chad Weaver, City Attorney, gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to move forward with a bond election.

**Vote:** 7 - 0 Motion carried

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to pull the proposed building of a new Police Department from the bond package and pay for it with Certificates of Obligation bonds.

**Vote:** 7 - 0 Motion carried

Motion by Council Member Victor Hernandez, seconded by Council Member Jeff Griffith to schedule a work session regarding a possible bond election for the September 25, 2014 Regular City Council Meeting, and place an action item for a possible bond election on the October 23, 2014 Regular City Council Meeting agenda.

**Vote:** 7 - 0 Motion carried

- 6. 20.** Discussion concerning the Omni Building, located at 1206 14th Street, including the acquisition, purchase, rehabilitation, demolition, feasibility assessment, re-purposing, or other courses of action available to the City respecting the property.

Wes Everett, Director of Facilities Management, gave a presentation regarding the Omni Building and answered questions from City Council. James Loomis, City Manager; Pam Moon, Director of Finance; and Chad Weaver, City Attorney, also gave comments and answered questions from City Council.

- 6. 21. Councilman Floyd Price:** Presentation by the American Heart Association.

Dr. Thomas Tenner, Jr., President of the Texas Affiliate of American Heart Association; and Matthew Harris, Chairman of the West Texas Smoke-Free Coalition, gave a presentation on smoke free work environments and the effects on citizens.

**7. Open Citizen Comment**

- Dora Cortez appeared before City Council to discuss the North and East Lubbock Community Development Corporation, and tax revenue as it relates to deferred maintenance.
- Debbie Bartholomew appeared before City Council to discuss Vintage Township.

**9:30 P.M. CITY COUNCIL ADJOURNED**

There being no further business to come before Council, Mayor Robertson adjourned the meeting.

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GLEN C. ROBERTSON, MAYOR

ATTEST:

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Rebecca Garza, City Secretary

**CITY OF LUBBOCK  
SPECIAL CITY COUNCIL MEETING  
September 4, 2014  
12:00 P. M.**

**The City Council of the City of Lubbock, Texas met in special session on the 4th of September, 2014, in City Council Chambers, 1625 13th Street, Lubbock, Texas at 12:00 p.m.**

**12:00 P.M. CITY COUNCIL CONVENED  
City Council Chambers, 1625 13th Street, Lubbock, Texas**

Present: Mayor Glen C. Robertson; Mayor Pro Tem Jim Gerlt; Council Member Karen Gibson; Council Member Jeff Griffith; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Chad Weaver

*Note: City Council addressed agenda items in the following order:*

- *Executive Session; 2.1-2.6; 2.8-2.12; 2.7; and 3.1-3.9*

**1. Executive Session**

**The meeting was called into a called into a closed session at 12:00 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 1:30 p.m.**

- 1. 1.** Hold an executive session in accordance with Texas Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

- 1. 1. 1.** Case No. 2013-508,039-City of Lubbock v. Lubbock Omni Office, Inc. et. al.

- 1. 1. 2.** Storm Water

- 1. 2.** Hold an executive session in accordance with Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.

- 1. 2. 1.** Omni Building, 1206 14th Street, Lubbock, Texas.

- 1. 2. 2.** Original T Lubbock BLK 143, Lot 1-4 & OL 31, City of Lubbock, Lubbock County, Texas.

**1. 3. 1:30 P.M. CITY COUNCIL RECONVENED  
Council Chambers**

**2. Consent Agenda**

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve items 2.1-2.6; and 2.8-2.12.

**Vote:** 7 - 0 Motion carried

2. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2014-O0106, Amendment 37, amending the FY 2013-14 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Transportation (TXDOT) for the Selective Traffic Enforcement Program (STEP) - Comprehensive Speed/DWI Grant; accept and appropriate funding from the Texas Department of State Health Services (DSHS) for the Immunization Branch - Locals (Immunization) Grant, the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant, the Syphilis Elimination Texas - Lubbock County (STD) Grant, and the Public Health Emergency Preparedness Services (PHEP) Grant; accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) Grant; providing for filing; and providing for a savings clause.
2. 1. 1. **Resolution - Police:** Resolution No. 2014-R0292 authorizing the Mayor to execute for and on behalf of the City of Lubbock a \$120,503.20 State administered, Federally funded, grant agreement for the 2015 STEP Comprehensive Texas Traffic Safety Grant Program. The total awarded is \$120,503.20 and the amount eligible for reimbursement by the Department is \$60,251.60. The Match amount provided by the Subgrantee is \$60,251.60.
2. 1. 2. **Resolution - Health Services:** Resolution No. 2014-R0293 authorizing and directing the City Manager to execute for and on behalf of the City of Lubbock, an agreement with the State of Texas' Department of State Health Services (DSHS), to obtain grant funding for services or goods to improve or strengthen the local public health capacity to respond to both emerging and continuing public health threats.
2. 1. 3. **Resolution - Community Development:** Resolution No. 2014-R0294 authorizing the Mayor to execute an amendment to Contract 58130001950 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) to fund energy assistance programs.
2. 2. **Ordinance 2nd Reading - Finance:** Ordinance No. 2014-O0107 supplementing Ordinance No. 2007-00058, 2008-O0079, 2009-O0090, 2010-O0075, 2011-O0082, 2012-O0104, and 2013-O0091 pursuant to which Assessments were levied on property within Vintage Township Public Improvement District to Provide Public Improvements for the District (First Reading).
2. 3. **Ordinance - 2nd Reading - Finance:** Ordinance No. 2014-O0108 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton Public Improvement District; approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2014-15.
2. 4. **Ordinance - 2nd Reading - Finance:** Ordinance No. 2014-O0109 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point Public Improvement District; approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2014-15.
2. 5. **Ordinance 2nd Reading - Finance:** Ordinance No. 2014-O0110 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park Public Improvement District; approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2014-15.



2. 6. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2014-O0121 abandoning and closing two underground utility, pedestal and meter easements located on Lots 13 and 15, Castellina Addition, 4501 19th Street, Lubbock, Texas.

2. 7. **Resolution - Aviation:** Resolution No. 2014-R0300 authorizing the Mayor to approve contract 12026 a lease agreement between the City of Lubbock and Condorsaa Aviation, LLC for hangar space.

Kelly Campbell, Director of Aviation, gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Resolution No. 2014-R0300.

**Vote:** 7 - 0 Motion carried

2. 8. **Resolution - Community Development:** Resolution No. 2014-O0295 authorizing the Mayor to execute an amendment to a Community Development Funding Contract and all related documents with Lutheran Social Services of the South (LSSS), to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) and the Community Services Block Grant (CSBG).

2. 9. **Resolution - Risk Management:** Resolution No. 2014-R0296 authorizing the City Manager, or designee, to purchase from American Home Insurance Company a policy for property insurance coverage to include boiler and machinery coverage.

2. 10. **Resolution - Risk Management:** Resolution No. 2014-R0297 authorizing the City Manager, or designee, to purchase from Ace American Insurance Company an insurance policy for airport and non-owned aircraft liability coverage.

2. 11. **Resolution - Risk Management:** Resolution No. 2014-R0298 authorizing the City Manager, or designee, to purchase property insurance coverage from Zurich American Insurance Company for the John T. Montford Dam.

2. 12. **Resolution - Risk Management:** Resolution No. 2014-R0299 authorizing the City Manager or designee, to purchase from Atlantic Specialty Insurance Company an insurance policy for excess liability insurance coverage.

### 3. **Regular Agenda**

3. 1. **Public Hearing 1:30 p.m. - Finance:** Hold a public hearing on the Proposed FY 2014-15 Operating Budget and Capital Program.

**Public hearing only.**

Cheryl Brock, Budget Director, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 1:37 p.m.

Ysidro Gutierrez, Richard Peterson, Mikel Ward, Deanne Clark, Burley Owen, and Roger Settler appeared to speak on the Proposed FY 2014-15 Operating Budget and Capital Program.

Mayor Robertson closed the public hearing at 2:19 p.m.

- 3. 2. Public Hearing at 1:30 p.m. - Finance:** Hold a public hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 6.01% (percentage by which the proposed tax rate exceeds the effective tax rate calculated under Chapter 26, Tax Code) for a proposed tax rate of 0.52740 per \$100 valuation.

**Public hearing only.**

Mayor Robertson opened the public hearing at 2:20 p.m.

Ysidro Gutierrez, Richard Peterson, and Mikel Ward appeared to speak on a proposed tax rate of .52740 per \$100 valuation.

Mayor Robertson closed the public hearing at 2:29 p.m. and made the following announcement:

"The City Council will vote on the tax rate at the September 11, 2014 Regular City Council Meeting that will be held in the City Council Chambers beginning at 5:15 p.m."

- 3. 3. Public Hearing 1:30 p.m. - Finance:** Hold a public hearing on the proposed amendment to Chapter 22 of the Code of Ordinances for the City of Lubbock with regard to the Municipal Drainage Utility and related definitions; adoption of State law; related billing rules and procedures therefor; appeals of assessment, billing, and payment disputes; discontinuance of service; repealing the formula and schedule of municipal drainage charges as set forth in Ordinance No. 2011-O0080.

**Public hearing only.**

Mayor Robertson opened the public hearing at 2:30 p.m.

No one appeared to speak.

Mayor Robertson closed the public hearing at 2:30 p.m.

- 3. 4. Public Hearing - 1:30 p.m. - Finance:** Hold a public hearing on the proposed Storm Water Drainage Charges for the City of Lubbock.

**Public hearing only.**

Mayor Robertson opened the public hearing at 2:31 p.m.

Mikel Ward and Roger Settler appeared to speak on the proposed Storm Water Drainage Charges.

Mayor Robertson closed the public hearing at 2:36 p.m.

- 3. 5. Ordinance 1st Reading - Finance:** Ordinance No. 2014-O0122 approving and adopting a budget for Fiscal Year 2014-15; approving summary of estimated and forecasted revenues, appropriation, and utilization of net assets for all funds of the City; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; providing for filing of adopted budget; establishing Civil Service classifications and positions; appropriating funds for the Fiscal Year 2014-15 Operating Budget and Capital Program of the City of Lubbock; approving inclusion of equipment and property to be purchased as a part of the master lease program; authorizing the Mayor to appropriate certain funding during a duly declared state of disaster; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; amending Subsection 22.04.041(b) of the Code of Ordinances of the City of Lubbock by revising wastewater rates contained therein and providing an effective date for such; amending Subsection 22.06.051(b) of the Code of Ordinances of the City of Lubbock by revising Solid Waste landfill rates as contained therein; amending Subsection 22.03.084

of the Code of Ordinances of the City of Lubbock by revising water rates as contained therein and providing an effective date for such; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing for publication; and providing for a savings clause.

Cheryl Brock, Budget Director; James Loomis, City Manager; Quincy White, Assistant City Manager; Leisa Hutcheson, Director of Human Resources; Jerry Brewer, Assistant Chief of Police; Scott Snider, Assistant City Manager; Jeremy Jones, Corporal with Lubbock Police Department; and Wes Everett, Director of Facilities Management, gave comments and answered questions from City Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to to approve item 3.5 with the following amendment:

- "move the adoption of item 3.5 with the following changes to the Fiscal Year 2014-15 proposed Operating Budget and Capital Program. I move the following changes from the proposed Fiscal Year 14-15 Operating Budget and Capital Program listed in the budget ordinance be stricken: In General Fund, decrease in transfer to Citibus expenditure of \$105,616; in the Transit Fund decrease in City Transfer Revenue of \$105,616. I move the following changes to the General Fund: increase the transfer to Citibus by \$340,503 for funding of the two routes cut in the proposed budget. I move the following changes to the Transit Fund: increase the City transfer by \$340,503, and increase expenditures by \$446,119 for the two routes cut in the proposed budget."

**Vote:** Motion failed 2 - 5

NAY: Mayor Glen C. Robertson  
Mayor Pro Tem Jim Gerlt  
Council Member Karen Gibson  
Council Member Jeff Griffith  
Council Member Latrelle Joy

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Latrelle Joy to approve Ordinance No. 2014-O0122, approving the FY 2014-15 Proposed Operating Budget and Capital Program.

Amendments to the main motion:

1. Motion by Council Member Victor Hernandez, seconded by Mayor Pro Tem Jim Gerlt to amend the main motion by adding the following:

- "move the adoption of item 3.5 with the following changes to the Fiscal Year 2014-15 proposed Operating Budget and Capital Program. I move the following changes from the proposed Fiscal Year 14-15 Operating Budget and Capital Program listed in the budget ordinance be stricken: In General Fund, decrease in transfer to Citibus expenditure of \$105,616; in the Transit Fund decrease in City Transfer Revenue of \$105,616. I move the following changes to the General Fund: increase the transfer to Citibus by \$340,503 for funding of the two routes cut in the proposed budget. I move the following changes to the Transit Fund: increase the City transfer by \$340,503, and increase expenditures by \$446,119 for the two routes cut in the proposed budget."

**Vote:** 7 - 0 Motion carried

2. Motion by Council Member Floyd Price, seconded by Council Member Floyd Price to amend the main motion by adding the following:

- "amend the motion to adopt Fiscal Year 2014-15 Budget – to increase compensation in the General Fund by \$329,126 and the benefits by \$86,725 to add two additional steps to the Police Officers and increase the compensation in the Corporal steps".

2.1. Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to amend the subsidiary motion by adding the following:

- by splitting the funds to be a 50/50 split with the Police Department; 50% of the funds to come from the General Fund, approximately \$207,925; and 50% to come from the Police Department's budget, approximately \$207,925

**Vote:** 7 - 0 Motion carried (Item No. 2.1)

**Vote:** 7 - 0 Motion carried (Item No. 2)

3. Motion by Council Member Latrelle Joy, seconded by Council Member Victor Hernandez to amend the main motion by adding the following:

- “motion to amend the budget as proposed, to add the position of Health Facilitator in the Health Department. The projection on that position is in the amount of \$81,704.” The position would be funded out of the General Fund balance.

**Vote:** 5 - 2 Motion carried

Nay: Council Member Karen Gibson  
Council Member Jeff Griffith

Main Motion [with amendments 1, 2 (amended by 2.1), & 3]

**Vote:** 5 - 2 Motion carried

Nay: Council Member Karen Gibson  
Council Member Jeff Griffith

- 3. 6. Ordinance 1st Reading - Finance:** Ordinance No. 2014-O0123 setting the tax rate and levying a tax upon all property subject to taxation with the City of Lubbock for 2014; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0123, increasing the property tax rate by the adoption of a tax rate of 52.740, which is effectively a 6.01 percent increase in tax rate.

**Vote:** 5 - 2 Motion carried

NAY: Council Member Karen Gibson  
Council Member Jeff Griffith

- 3. 7. Ordinance 1st Reading - Finance :** Ordinance No. 2014-O0124 amending Chapter 22 of the Code of Ordinances for the City of Lubbock with regard to the Municipal Drainage Utility and related definitions; adoption of State law; related billing rules and procedures therefor; appeals of assessment, billing, and payment disputes; discontinuance of service; repealing the formula and schedule of municipal drainage charges as set forth in Ordinance No. 2011-O0080; providing a savings clause; providing a penalty clause; and providing for publication.

Motion by Council Member Latrelle Joy, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0124, with an effective date of January 1, 2015 and second reading calendared for September 25, 2014.

**Vote:** 7 - 0 Motion carried

- 3. 8. Resolution - Transit:** Resolution No. 2014-R0301 authorizing the Mayor to execute agreement 12011 with Texas Tech University for campus bus service.

Bill Howerton, Assistant City Manager; and Maurice Pearl, Citibus General Manager, gave comments and answered questions from City Council.

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to approve Resolution No. 2014-R0301.

**Vote:** 6 - 1 Motion carried

NAY: Council Member Victor Hernandez

- 3. 9. Resolution - Transit:** Resolution No. 2014-R0302 ratifying the execution, by the City Manager, of an extension of an agreement with Texas Tech University authorized by Resolution No. 2013-R0233 for campus bus service.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Resolution No. 2014-R0302.

**Vote:** 6 - 1 Motion carried

NAY: Council Member Victor Hernandez

#### **4:17 P.M. CITY COUNCIL ADJOURNED**

There being no further business to come before Council, Mayor Robertson adjourned the meeting.

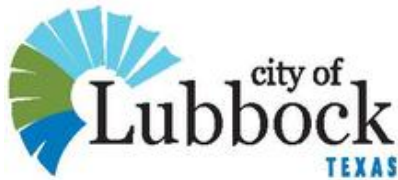
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GLEN C. ROBERTSON, MAYOR

ATTEST:

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Rebecca Garza, City Secretary



**Regular City Council Meeting**

**6. 1.**

**Meeting Date:** 09/25/2014

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**Information**

**Agenda Item**

**Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0126 amendment 39 amending the FY 2013-14 budget for municipal purposes respecting the Airport Fund and the General Fund to amend budget amendment 36 as approved in Ordinance 2014-O0104; providing for filing; and providing for a savings clause.

**Item Summary**

On September 11, 2014, the City Council approved the first reading of the ordinance.

- I. Amend Budget Amendment 36 as approved in Ordinance 2014-O0104 to decrease Airport Fund expenditures and General Fund revenues by an additional \$4,249 for the Indirect Cost allocation transfer from the Airport Fund to the General Fund to bring the total transfer amount to \$162,796.

**Fiscal Impact**

Included in Item Summary.

**Staff/Board Recommending**

Cheryl Brock, Executive Director of Budget

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**Attachments**

Ordinance - Budget Amendment 39

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE AIRPORT FUND AND THE GENERAL FUND TO AMEND BUDGET AMENDMENT 36 AS APPROVED IN ORDINANCE 2014-O0104; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, Section 102.010 of the Local Government Code of the State of Texas authorizes the City Council to make changes in the budget for municipal purposes; and

WHEREAS, in accordance with the City Budget Ordinance the City Council shall approve all transfers between funds and departments; and

WHEREAS, the City Council deems it advisable to change the FY 2013-14 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2013-14 (Budget Amendment #39) for municipal purposes, as follows:

- I. Amend Budget Amendment 36 as approved in Ordinance 2014-O0104 to decrease Airport Fund expenditures and General Fund revenues by an additional \$4,249 for the Indirect Cost allocation transfer from the Airport Fund to the General Fund to bring the total transfer amount to \$162,796.

SECTION 2. THAT a copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

SECTION 3. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

AND IT IS SO ORDERED

Passed by the City Council on first reading on \_\_\_\_\_.

Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

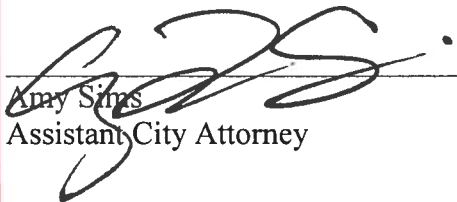
ATTEST:

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Rebecca Garza  
City Secretary

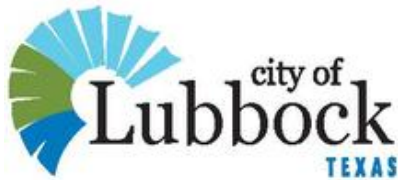
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Cheryl Brock  
Executive Director of Budget

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy Sims  
Assistant City Attorney





**Regular City Council Meeting**

**6. 2.**

**Meeting Date:** 09/25/2014

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**Information**

**Agenda Item**

**Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0127 Amendment 40 amending the FY 2013-14 budget for municipal purposes respecting the Vintage Township Public Improvement District; providing for filing; and providing for a savings clause.

**Item Summary**

On September 11, 2014, the City Council approved the first reading of the ordinance.

1. Amend expenditures in Fund 153, Vintage Township Public Improvement District, by increasing Contribution - Component Unit by \$89,167 for the redemption of Series 2008B bonds. Funding will be from fund balance.

**Fiscal Impact**

Included in Item Summary.

**Staff/Board Recommending**

Cheryl Brock, Executive Director of Budget

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**Attachments**

Ordinance - Budget Amendment 40

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, Section 102.010 of the Local Government Code of the State of Texas authorizes the City Council to make changes in the budget for municipal purposes; and

WHEREAS, in accordance with the City Budget Ordinance the City Council shall approve all transfers between funds and departments; and

WHEREAS, the City Council deems it advisable to change the FY 2013-14 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2013-14 (Budget Amendment #40) for municipal purposes, as follows:

- I. Amend expenditures in Fund 153, Vintage Township Public Improvement District, by increasing Contribution – Component Unit by \$89,167 for the redemption of Series 2008B bonds. Funding will be from fund balance.

SECTION 2. THAT a copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

SECTION 3. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

AND IT IS SO ORDERED

Passed by the City Council on first reading on \_\_\_\_\_.

Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

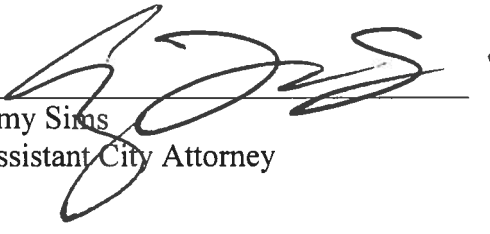
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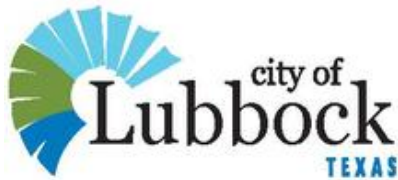
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Rebecca Garza  
City Secretary

APPROVED AS TO CONTENT:

  
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Cheryl Brock  
Executive Director of Budget

APPROVED AS TO FORM:

  
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Amy Sims  
Assistant City Attorney



**Regular City Council Meeting**

**6. 3.**

**Meeting Date:** 09/25/2014

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**Information**

**Agenda Item**

**Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance

2014-O0128 Amendment 41 amending the FY 2013-14 budget for municipal purposes respecting the Abandoned Motor Vehicle Fund to appropriate additional funding; the Animal Assistance Fund to appropriate additional funding; providing for filing; and providing for a savings clause.

**Item Summary**

On September 11, 2014, the City Council approved the first reading of the ordinance.

I. Appropriate an additional \$240,137 in the Abandoned Motor Vehicle Fund, for a total appropriation of \$725,137. Funding source will be fund balance.

II. Appropriate an additional \$10,000 in the Animal Assistance Fund, for a total appropriation of \$95,000. Funding source will be fund balance.

**Fiscal Impact**

Included in Item Summary.

**Staff/Board Recommending**

Cheryl Brock, Executive Director of Budget

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**Attachments**

Ordinance - Budget Amendment 41

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE ABANDONED MOTOR VEHICLE FUND TO APPROPRIATE ADDITIONAL FUNDING; THE ANIMAL ASSISTANCE FUND TO APPROPRIATE ADDITIONAL FUNDING; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, Section 102.010 of the Local Government Code of the State of Texas authorizes the City Council to make changes in the budget for municipal purposes; and

WHEREAS, in accordance with the City Budget Ordinance the City Council shall approve all transfers between funds and departments; and

WHEREAS, the City Council deems it advisable to change the FY 2013-14 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2013-14 (Budget Amendment #41) for municipal purposes, as follows:

- I. Appropriate an additional \$240,137 in the Abandoned Motor Vehicle Fund, for a total appropriation of \$725,137.
- II. Appropriate an additional \$10,000 in the Animal Assistance Fund, for a total appropriation of \$95,000.

SECTION 2. THAT a copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

SECTION 3. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

AND IT IS SO ORDERED

Passed by the City Council on first reading on \_\_\_\_\_.


Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

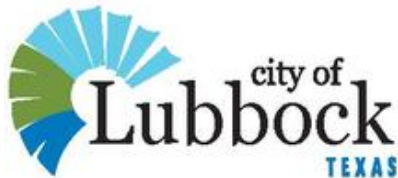
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Rebecca Garza  
City Secretary

APPROVED AS TO CONTENT:

  
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Cheryl Brock  
Executive Director of Budget

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy Sims  
Assistant City Attorney



**Regular City Council Meeting**

**6. 4.**

**Meeting Date:** 09/25/2014

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**Information**

**Agenda Item**

**Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0129 Amendment 42 amending the FY 2013-14 budget for municipal purposes respecting the General Fund to appropriate additional funding; providing for filing; and providing for a savings clause.

**Item Summary**

On September 11, 2014, the City Council approved the first reading of the ordinance.

- I. Amend expenditures in General Fund in Cost Center 1115, Non-Departmental, by increasing professional services by \$30,000 for lobbying for the Railroad Commission rule-making proceedings. Funding will be from General Fund fund balance.

**Fiscal Impact**

Included in Item Summary.

**Staff/Board Recommending**

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**Attachments**

Ordinance - Budget Amendment 42

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND TO INCREASE EXPENDITURES; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, Section 102.010 of the Local Government Code of the State of Texas authorizes the City Council to make changes in the budget for municipal purposes; and

WHEREAS, in accordance with the City Budget Ordinance the City Council shall approve all transfers between funds and departments; and

WHEREAS, the City Council deems it advisable to change the FY 2013-14 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2013-14 (Budget Amendment #42) for municipal purposes, as follows:

- I. Amend expenditures in General Fund in Cost Center 1115, Non-Departmental, by increasing professional services by \$30,000 for lobbying for the Railroad Commission rule-making proceedings.

SECTION 2. THAT a copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

SECTION 3. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.



AND IT IS SO ORDERED

Passed by the City Council on first reading on \_\_\_\_\_.

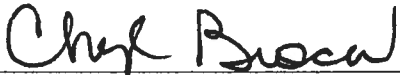
Passed by the City Council on second reading on \_\_\_\_\_.

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GLEN C. ROBERTSON, MAYOR


ATTEST:

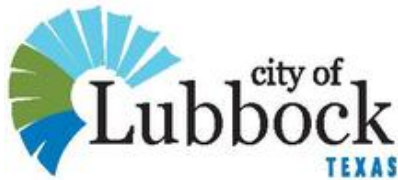
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Rebecca Garza  
City Secretary

APPROVED AS TO CONTENT:

  
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Cheryl Brock  
Executive Director of Budget

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy Sims  
Assistant City Attorney



**Regular City Council Meeting**

**6. 5.**

**Meeting Date:** 09/25/2014

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**Information**

**Agenda Item**

**Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0130 Amendment 43 amending the FY 2013-14 budget for municipal purposes respecting the General Fund to increase expenditures; providing for filing; and providing for a savings clause.

**Item Summary**

On September 11, 2014, the City Council approved the first reading of the ordinance.

- I. Amend expenditures in General Fund in Cost Center 1115, Non-Departmental, by increasing capital outlay by \$109,189 for additional assessments of the Omni building. Funding will be from General Fund fund balance.

**Fiscal Impact**

Included in Item Summary.

**Staff/Board Recommending**

Cheryl Brock, Executive Director of Budget

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**Attachments**

Ordinance - Budget Amendment 43

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND TO INCREASE EXPENDITURES; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, Section 102.010 of the Local Government Code of the State of Texas authorizes the City Council to make changes in the budget for municipal purposes; and

WHEREAS, in accordance with the City Budget Ordinance the City Council shall approve all transfers between funds and departments; and

WHEREAS, the City Council deems it advisable to change the FY 2013-14 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2013-14 (Budget Amendment #43) for municipal purposes, as follows:

- I. Amend expenditures in General Fund in Cost Center 1115, Non-Departmental, by increasing capital outlay by \$109,189 for additional assessments of the Omni building.

SECTION 2. THAT a copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

SECTION 3. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

AND IT IS SO ORDERED

Passed by the City Council on first reading on \_\_\_\_\_.


Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

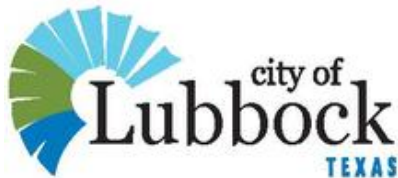
\_\_\_\_\_  
Rebecca Garza  
City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Cheryl Brock  
Executive Director of Budget

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy Sims  
Assistant City Attorney



## Regular City Council Meeting

6. 6.

Meeting Date: 09/25/2014

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### Information

#### Agenda Item

**Ordinance 2nd Reading - Finance:** Consider Ordinance 2014-O0131 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia Public Improvement District; approving, adopting, and filing with the City Secretary the Assessment Roll; closing the hearing and levying assessments based on the Service Plan for the cost of certain services and/or improvements to be provided in the PID during FY 2014-15.

#### Item Summary

On September 11, 2014, the City Council approved the first reading of the ordinance.

Each year the City of Lubbock is required to review classifications for the methods of assessing; approve, adopt and file the assessment roll (Exhibit C) with the City Secretary; and levy the assessment for the Valencia Public Improvement District (PID). This item is preceded by a Public Hearing, which allows property owners in the District to speak in favor of or in opposition to, the assessment rate pursuant to Chapter 372 of the Texas Local Government Code. The proposed assessment rate for 2014 is \$0.11 per \$100 of valuation. This is the same rate as 2013. All property will be assessed for 2014.

The Council is required to review the Service Plan annually and adopt an ordinance setting the assessment rate for the PID. The revised Service Plan is included in the backup.

Exhibit C is available for viewing in the City Secretary's office.

#### Fiscal Impact

The assessments will go in to a separate Valencia Public Improvement District Fund. The funds raised by the assessment will be used to provide maintenance for the public improvements in the District, as well as cover the cost of administering the PID. The estimated total assessment that will be collected for 2014 is \$7,718.

#### Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

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### Attachments

Assessment Ordinance and Exhibits

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE VALENCIA PUBLIC IMPROVEMENT DISTRICT ("DISTRICT"); APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; LEVYING 2014 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND/OR IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2014-15; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

**WHEREAS**, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

**WHEREAS**, On July 14, 2011 the City Council passed Resolution No.2011-R0310 which made certain findings concerning the advisability of creating the Valencia Public Improvement District, authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code (map attached as Exhibit A), and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

**WHEREAS**, On August 11, 2011, the City Council passed Resolution No. 2011-R0342, approving the Service and Assessment Plan, which will be reviewed and revised each year when necessary. Exhibit B, attached hereto, contains a revised 2014 Service and Assessment Plan for the Valencia Public Improvement District; and

**WHEREAS**, Chapter 372 of the Texas Local Government Code requires that the City Council review the Service Plan; prepare a proposed assessment roll and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

**WHEREAS**, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held September 11, 2014, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2014 assessments within the Valencia Public Improvement District and acted on any objections to proposed assessments for particular parcels; and

**WHEREAS**, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2014 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

**WHEREAS**, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and approve, adopt and file with the City Secretary the proposed assessment roll (Exhibit C); and

**WHEREAS**, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of \$0.11 per \$100.00 of net taxable value through year 2018, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

**NOW THEREFORE**, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS:

**SECTION 1:** That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

**SECTION 2:** That the City Council after review of the Service Plan approves the method of assessing special benefits of services and improvements and the Service Plan, which is set forth in the Assessment Plan attached and incorporated herein as Exhibit B. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Service Plan, each property owner in the District identified for assessments in 2014 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

**SECTION 3:** The City Council hereby approves, adopts and files with the City Secretary the assessment roll attached hereto and made a part of and marked as Exhibit C (the "Assessment Roll"). The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Service plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City records. The Assessment Roll shall be subject to public inspection.

**SECTION 4:** That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on September 11, 2014 at 5:30 p.m. in the City Council Chamber, 1625 13<sup>th</sup> Street, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10<sup>th</sup> day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries



of the District; and (5) that written or oral objections will be considered at the hearing.

**SECTION 5:** That the City Council finds that Lubbock City staff mailed to the owners of property liable for assessment, notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10<sup>th</sup> day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

**SECTION 6:** That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the City heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

**SECTION 7:** That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2014 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C and made part hereof shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

**SECTION 8:** That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

**SECTION 9:** That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31,



2015 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

**SECTION 10:** That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

**SECTION 11:** That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

**SECTION 12:** That the City may contract with the Lubbock Central Appraisal District and/or any competent attorney to collect the assessments and to represent the Valencia Public Improvement District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed 20 percent of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on \_\_\_\_\_, 2014.


Passed by the City Council on second reading on \_\_\_\_\_, 2014.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

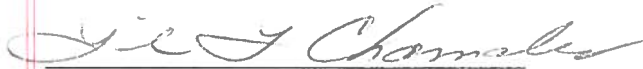
ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
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Cheryl Brock,  
Executive Director of Budget

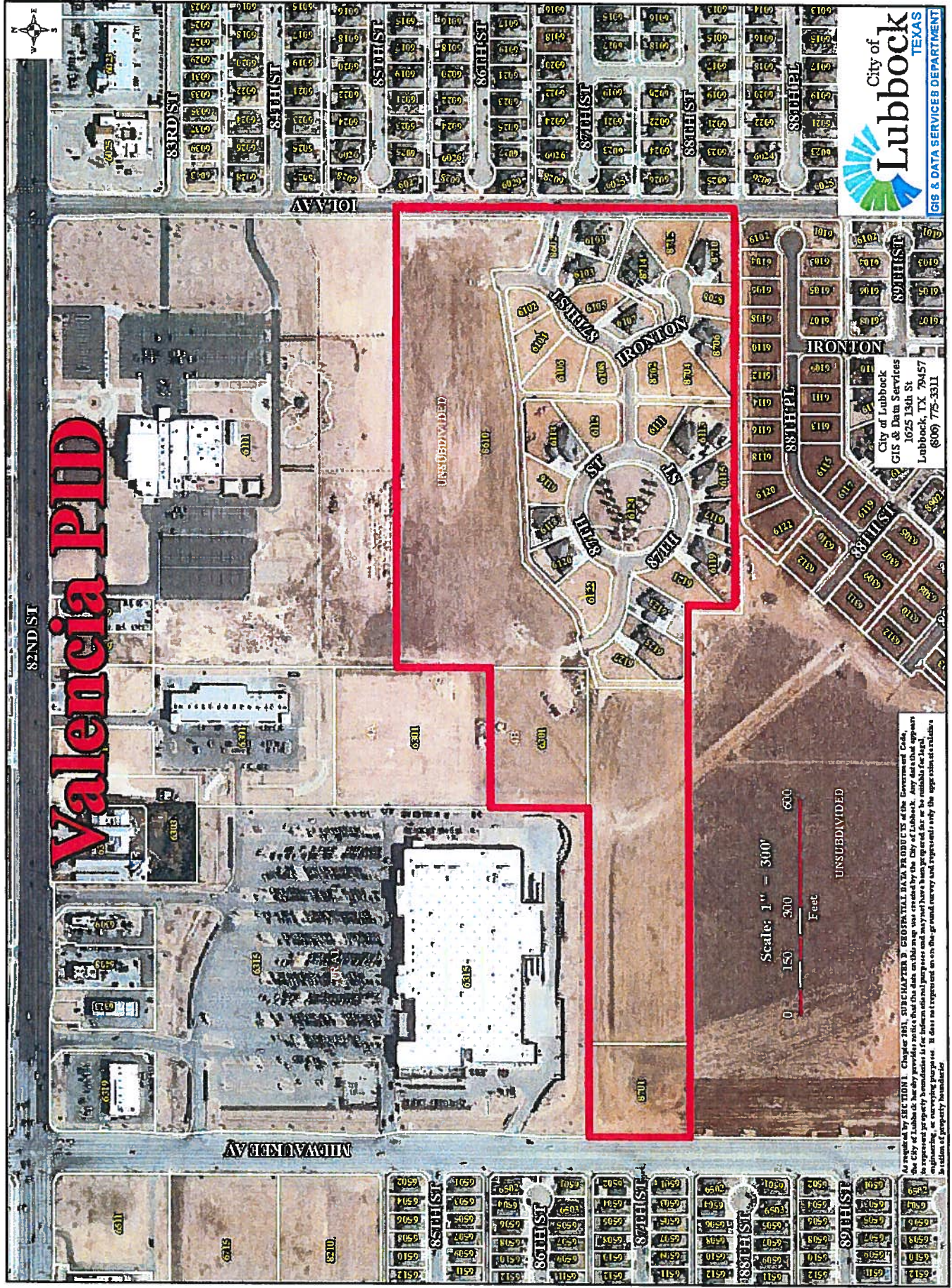
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Linda L. Chamales,  
Economic Development Attorney

Lc:city att/Linda/Ordinances/Valencia PID Ordinance 2014 Assessment  
August 12, 2014



# Valencia PID



As provided by SECTION 241, SUBCHAPTER 9, CRIMINAL DATA PRODUCTS of the Enforcement Code, the City of Lubbock is hereby providing notice that the data on this map was created by the City of Lubbock. Any data that appears on the map is for informational purposes only and may not have been prepared for or suitable for legal, engineering or other professional purposes. It does not represent an on-the-ground survey and represents only the approximate available information as of the date of preparation.





**VALENCIA PUBLIC IMPROVEMENT DISTRICT**

**CITY OF LUBBOCK, TEXAS**

**SERVICE AND ASSESSMENT PLAN**

September 11, 2014

City of Lubbock, Texas  
Finance Department  
Valencia Public Improvement District  
Service and Assessment Plan  
September 11, 2014

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**List of Exhibits**

Exhibit A	The PID Map
Exhibit B	Maintenance and Services
Exhibit C	Assessment Roll

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**Section I**  
**Plan Description and Defined Terms**

**A. Introduction**

Chapter 372 of the Texas Local Government Code, Improvement Districts in Municipalities and Counties” (as amended, the “PID Act”), governs the creation of public improvement districts within the State of Texas. The City of Lubbock created the Valencia Public Improvement District (the “PID”) to maintain the public improvements associated with the Valencia planned development and for the benefit of certain property in the PID, all of which is located within the City. (Capitalized terms used herein shall have the meanings ascribed to them in Section I.B of this Service and Assessment Plan.)

This Service and Assessment Plan has been prepared pursuant to Sections 372.013, 372.014, 372.015 and 372.016 of the PID Act. According to Section 372.013 of the PID Act, a service plan “must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements.” The service plan is included in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act states that “an assessment plan must be included in the annual service plan.” The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act states that “the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district.” The method of assessing the Costs of the improvements to the property in the PID is included in Sections V and VI of this Service and Assessment Plan.

Section 372.016 of the PID Act states that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter.” The Assessment Roll for the PID is included as *Exhibit C* of this Service and Assessment Plan. The Assessments as shown on the Assessment Roll are based on the method of assessment described in Section V of this Service and Assessment Plan.

The City Council shall make all determinations necessary herein.

The City Council intends for the obligations, covenants and burdens on the owner of the Assessed Property, including without limitation such owner’s obligations related to the payment of the Assessments, to constitute a covenant running with the land. The Assessments levied hereby shall be binding upon the owners of Assessed Property, and their respective transferees,

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legal representatives, heirs, devisees, successors and assigns. The Assessments shall have lien priority as specified in the PID Act.

This Service and Assessment Plan provides for maintenance of improvements benefiting the entire area of the Valencia PID

B. Definitions

The terms used herein shall have the following meanings.

“Annual Service Plan Amendment” has the meaning set forth in the first paragraph of Section IV of this Service and Assessment Plan.

“Assessed Property” means, for any year, parcels within the PID.

“Assessment” means, with respect to each Parcel, the assessment imposed against such Parcel pursuant to the Assessment Ordinance and the provisions therein, as shown on the Assessment Roll, subject to reallocation among Parcels and reduction according to the provisions herein and the PID Act.

“Assessment Ordinance” means the Assessment Ordinance approved by the City Council approving and adopting this Service and Assessment Plan.

“Assessment Roll” means the document included in this Service and Assessment Plan as *Exhibit C*, as updated, modified, or amended annually in accordance with the procedures set forth herein and in the PID Act.

“City” means City of Lubbock, Texas.

“City Council” means the duly elected governing body of the City.

“Costs” mean the actual or budgeted costs, as applicable, of all or any portion of the maintenance of the public improvements, operation, and other supplemental services, as described in *Exhibit B* of this Service and Assessment Plan.

“Developer” means Betenbough Homes, Inc.

“Improvement Project” means the maintenance of the public improvements that will provide a special benefit to the property in the PID and described in *Exhibit B* of this Service and Assessment Plan and Section 372.003 of the PID Act.

“Parcel” means a parcel identified by either a tax map identification number assigned by the Lubbock County Appraisal District for real property tax purposes or by lot and block number in

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a final subdivision plat recorded in the real property records of Lubbock County, Texas or identified by any other reasonable means determined by the City Council.

“PID” has the meaning set forth in the second paragraph of Section I.A of this Service and Assessment Plan.

“PID Act” means Texas Local Government Code Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

“PID Map” means the map included as *Exhibit A* to the Service and Assessment Plan identifying the property included in the PID.

“Service and Assessment Plan” means this Service and Assessment Plan prepared for the PID pursuant to Section 372.013, 372.014, 372.015, and 372.016 of the PID Act.

**Section II**  
**Property Included in the PID**

The PID is located in the City of Lubbock, Texas. A map of the property included in the PID is shown on Exhibit A to this Service and Assessment Plan.

The 39.9 acre development is expected to consist of approximately 80 residential units, parks and associated rights of way, landscaping, and infrastructure.

An explanation of the method of assessing property is included in Section V.

**Section III**  
**Description of the Improvement Project**

The general nature of the proposed public improvements is: (i) maintenance of Parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and green spaces; landscaping, hardscape and irrigation; and (ii) costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

The public improvements will be constructed by the Developer with no reimbursement from the PID. After analyzing the maintenance, operation, and other supplemental services related to the Public Improvements, the City has determined that the maintenance of the public improvements authorized by the PID Act, shown in Exhibit B, should be performed by the City and has further



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determined that these maintenance activities will be of special benefit to all the Assessed Property within the PID.

A. Maintenance of Public Improvements

The total estimated cost of services provided by the District is approximately \$58,448 over the next five years. The estimated annual cost rises from \$7,185 in FY 2014-15 to \$13,199 in FY 2018-19. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of \$0.11 per \$100.00 of valuation through year 2018. The budget for the maintenance, operation, and other supplemental services will be determined annually by the City and will be included in a Service Plan Amendment along with amendments to the Assessment Roll reflecting assessments (the "Maintenance Assessment") based on such budget for maintenance, operation and necessary supplemental services.

**Section IV  
Sources and Uses of Funds**

Section 372.013 of the PID Act requires this Service and Assessment Plan to "cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for maintenance." Such annual update to this Service and Assessment Plan is herein referred to as the "Annual Service Plan Amendment." The Valencia PID will have no indebtedness and the PID assessments will fund the maintenance of the public improvements, operation, and other supplemental services. The table below shows estimated sources and uses of funds including the projected cost of maintaining the public improvements.

Calendar Year^	2012	2013	2014	2015	2016	2017	2018	Totals
Property Values*	\$ 3,562,957	6,081,369	7,795,865	13,551,782	17,022,818	17,363,274	17,710,540	\$ 17,710,540
Discounted Property Values @ 90%	3,562,957	5,473,232	7,016,279	12,196,604	15,320,536	15,626,947	15,939,486	15,939,486
Fiscal Year Revenues	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	Totals
Interest Earnings	1	-	-	33	43	85	128	289
Assessment @ \$0.11	3,919	6,021	7,718	13,416	16,853	17,190	17,533	82,650
<b>Total</b>	<b>3,920</b>	<b>6,021</b>	<b>7,718</b>	<b>13,449</b>	<b>16,895</b>	<b>17,274</b>	<b>17,662</b>	<b>82,938</b>
Expense								
87th Street Park "Tract A" 1.13 Acres Maintenance of Park	-	-	-	4,080	4,162	4,245	4,330	16,816
87th Street Median "Tract B" .07 Acres Maintenance of Median	-	-	2,000	2,040	2,081	2,122	2,165	10,408
Electric Costs	-	-	1,000	1,020	1,040	1,061	1,082	5,204
Administrative Costs	-	-	100	1,131	1,153	1,176	1,200	4,760
Annual Operation Cost (LCAD Collection Cost and Cost of setting assessments each year)	3,213	4,005	4,085	4,167	4,250	4,335	4,422	28,477
<b>Total</b>	<b>3,213</b>	<b>4,005</b>	<b>7,185</b>	<b>12,437</b>	<b>12,686</b>	<b>12,940</b>	<b>13,199</b>	<b>65,666</b>
Cash Reserve	\$ 707	2,722	3,255	4,266	8,475	12,810	17,273	\$ 17,273

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The sources and uses of funds table is subject to revision each year.

**Section V**  
**Assessment Plan**

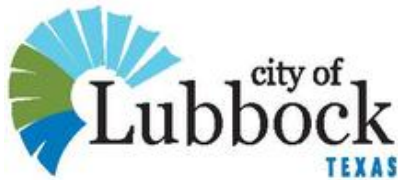
The PID was created and the assessment is being levied pursuant to Section 372.015 of the PID Act, "Determination of Assessment."

A. Allocation of assessment

- Properties will be assessed based on the City's 2014 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
- Assessment will be \$0.11 per \$100 valuation
- All property will be assessed based on the final 2014 "net taxable value".

**Section VI**  
**Terms of the Assessments**

The annual assessment for each parcel within the PID shall be shown on the assessment roll. The amount of the assessment could change each year when the Service and Assessment Plan are adopted due to increased value on a parcel or the estimated cost of maintaining the public improvements, repair or replacement costs, and operational or administrative costs.



**Regular City Council Meeting**

**6. 7.**

**Meeting Date:** 09/25/2014

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**Information**

**Agenda Item**

**Resolution - Finance:** Consider a resolution authorizing approval of the Lubbock Emergency Communication District (LECD) Budget for Fiscal Year 2014-15.

**Item Summary**

The LECD is required to submit its annual budget for approval to the governing bodies within the boundaries of the District. As authorized by Texas Health and Safety Code Section 772.301 through 772.329, the LECD Board of Managers approved the LECD proposed FY 2014-2015 budget and the continuation of the service fee at 2.08% of the base telephone rate. It is the opinion of the Board of Managers that this budget represents a fair and prudent financial plan to accomplish the LECD mission of providing the best possible enhanced 9-1-1 service to Lubbock County citizens.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Lubbock Emergency Communication District Board of Managers

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**Attachments**

Resolution - LECD

LECD Budget

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## RESOLUTION

WHEREAS, under the authority of Texas Health and Safety Code Section 772.301 through 772.329, Lubbock County voters approved in a Lubbock County election, April 5, 1986, the creation of the Lubbock Emergency Communication District; and

WHEREAS, the Lubbock Emergency Communication District Board of Managers approved a proposed budget for FY 2014/2015 acting under the authority of Texas Health and Safety Code Section 772.301 through 772.329; NOW THEREFORE:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Lubbock City Council hereby approves the Lubbock Emergency Communication District Proposed Budget for Fiscal Year 2014/2015. Said Budget is attached hereto and incorporated as if fully set forth herein.

Passed by the Lubbock City Council this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
James Loomis, City Manager

APPROVED AS TO FORM:

  
Amy L. Sims, Deputy City Attorney

# **LUBBOCK EMERGENCY COMMUNICATION DISTRICT**



## **PROPOSED BUDGET**

**FISCAL YEAR 2014-2015**

*“...to provide the best possible, trouble free 9-1-1 network  
for the citizens we serve...”*

<b>LUBBOCK EMERGENCY COMMUNICATION DISTRICT</b>		
<b>PROPOSED BUDGET FY 2014-2015</b>		
<b>ITEM</b>	<b>BUDGET 2013-2014</b>	<b>BUDGET 2014-2015</b>
<b>REVENUE</b>		
Service Fee		\$2,458,100
Interest		\$3,550
<b>TOTAL PROJECTED REVENUE</b>		<b>\$2,461,650</b>
<b>RESERVES</b>		
Existing Funds		\$4,006,800
<b>TOTAL ALLOCATED FUNDS</b>		<b>\$6,468,450</b>
<b>OPERATING EXPENSE</b>		
<b>SALARY/EMPLOYEE EXPENSE</b>		
Salaries - Full Time	\$584,300	\$675,600
Salaries - Part Time	\$3,500	\$2,500
Retirement Expense	\$70,000	\$80,000
Insurance Benefit	\$100,000	\$115,000
Workers' Compensation	\$3,500	\$4,500
Unemployment	\$4,000	\$4,500
FICA Tax	\$50,000	\$57,000
Payroll Service	\$1,500	\$1,500
Employment Expense	\$3,000	\$3,000
Other Benefits	\$55,000	\$70,000
<b>TOTAL SALARY/EMPLOYEE EXPENSE</b>	<b>\$874,800</b>	<b>\$1,013,600</b>
<b>SUPPLIES</b>		
Office/Operating Supplies	\$2,600	\$2,300
Other Supplies	\$4,400	\$3,900
Educational Supplies	\$1,000	\$800
Postage	\$1,200	\$1,000
Mapping Supplies	\$600	\$400
Printing	\$1,500	\$1,200
<b>TOTAL SUPPLIES</b>	<b>\$11,300</b>	<b>\$9,600</b>
<b>MAINTENANCE</b>		
Office/Communication Equipment Maintenance	\$1,700	\$1,300
Computer Equipment Maintenance	\$5,900	\$4,450
Facility Maintenance	\$600	\$500
Small Tools & Equipment	\$800	\$600
Rent/Lease Machinery	\$2,400	\$2,400
<b>TOTAL MAINTENANCE</b>	<b>\$11,400</b>	<b>\$9,250</b>
<b>OTHER SERVICES/EXPENSES</b>		
Rent/Lease Facilities	\$53,100	\$53,100
Texas 9-1-1 Alliance	\$18,000	\$17,100
Legal Services	\$8,000	\$6,000
Accounting Services	\$9,800	\$10,100
Public Education	\$21,400	\$19,500
Professional Services	\$2,500	\$2,100
Communication Services	\$6,100	\$5,950
Professional Dues and Memberships	\$4,300	\$4,100
Travel	\$35,000	\$29,800
Training	\$10,800	\$7,700
Insurance	\$8,000	\$10,000
Vehicle Expense	\$10,700	\$13,800
<b>TOTAL OTHER SERVICES/EXPENSES</b>	<b>\$187,700</b>	<b>\$179,250</b>
<b>CAPITAL</b>		
Office Furniture	\$1,000	\$500
Communication Equipment	\$1,800	\$1,000
Computer Equipment	\$500	\$500
<b>TOTAL CAPITAL</b>	<b>\$3,300</b>	<b>\$2,000</b>
<b>TOTAL DISTRICT OPERATIONS</b>	<b>\$1,088,500</b>	<b>\$1,213,700</b>
Equipment Replacement-LECD	\$6,600	\$5,150
Equipment Replacement Fund-LECD	\$27,880	\$25,050

LUBBOCK EMERGENCY COMMUNICATION DISTRICT		
PROPOSED BUDGET FY 2014-2015		
ITEM	BUDGET 2013-2014	BUDGET 2014-2015
<b>PSAP SUPPORT EXPENSE</b>		
<b>Other PSAP Support</b>		
Recurring Charges	\$442,200	\$496,800
Maintenance Charges	\$246,700	\$213,950
CPE Technician	\$26,300	\$22,700
Telecommunicator Training/Travel	\$21,900	\$21,900
Catastrophic Contingency	\$100,000	\$100,000
PSAP Emergency Response Support	\$11,000	\$8,000
Intergovernmental Aerial Mapping	\$5,000	\$5,000
PSAP Communication Services	\$6,000	\$6,200
Equipment Replacement-PSAP	\$1,900,000	\$0
<b>Total Other PSAP Support</b>	<b>\$2,759,100</b>	<b>\$874,550</b>
<b>Projects</b>		
Wireless Implementation	\$50,000	\$50,000
Next Generation Technologies	\$250,000	\$175,000
PSAP Grant Funding	\$100,000	\$100,000
District Facility Study	\$875,000	\$4,000,000
Call Data Management System	\$175,000	\$0
Anniversary Project	\$5,000	\$0
Facility Relocation Project	\$0	\$25,000
<b>Total Projects</b>	<b>\$1,455,000</b>	<b>\$4,350,000</b>
<b>TOTAL PSAP SUPPORT</b>	<b>\$4,214,100</b>	<b>\$5,224,550</b>
<b>TOTAL</b>	<b>\$5,337,080</b>	<b>\$6,468,450</b>

LUBBOCK EMERGENCY COMMUNICATION DISTRICT  
FY 2014-2015 PROPOSED BUDGET

**AGENCY OVERVIEW**

**Background**

The creation of the Lubbock Emergency Communication District (LECD) was approved by an overwhelming vote of the public in 1986. Authority to create the District was provided in Vernon's Texas Civil Statute 1432e. It was later codified in Texas Health and Safety Code Section 772.301 through 772.329, the Emergency Telephone Number Act for cities with population over 20,000.

The District's mission upon creation was to establish 9-1-1 as the primary phone number to be used in an emergency in Lubbock County and the Emergency Telephone Network associated to provide the Enhanced 9-1-1 service. All political subdivisions within Lubbock County assisted in this mission by establishing eight (8) Public Safety Answering Points (PSAPs) to receive emergency 9-1-1 calls. Our mission continues, but now in a different form.

“The mission of the Lubbock Emergency Communication District is to provide the best possible, trouble free network for the citizens we serve to access emergency services by dialing 9-1-1; to provide the best tools (equipment and information) to each service provider agency that will enhance their ability to provide public safety services; and to educate the public on the effective and appropriate use of the 9-1-1 network.”

The City of Plainview joined the Lubbock Emergency Communication District through an interlocal agreement in January 1989.

A six member Board of Managers oversees the Lubbock Emergency Communication District. Two appointments to the Board are made by the City of Lubbock, one by the County of Lubbock, one by the City of Slaton, one at-large appointment made by the other Board Members, and one ex-officio (non-voting) member representing AT&T, the primary telephone service provider in Lubbock County.

Enhanced 9-1-1 operations started within LECD boundaries on January 27, 1989. Since that time millions of 9-1-1 calls have been handled by the Public Safety Answering Points (PSAPs) supported by LECD. Currently, approximately 82% of all 9-1-1 calls originate from a wireless device.

For a decade all the major wireless service providers in the District have been providing Wireless E9-1-1 Phase II service. This service provides the telecommunicator with the latitude and longitude of the caller. With the assistance of mapping software, this assists the telecommunicator in locating the caller.

The District continues to be actively involved in the design, development and implementation of NG 9-1-1 (Next Generation 9-1-1) in the state of Texas. NG 9-1-1 changes the architecture of the network allowing better access for current and future



LUBBOCK EMERGENCY COMMUNICATION DISTRICT  
FY 2014-2015 PROPOSED BUDGET

communication devices, no matter what platform they use. The slogan "Emergency Help, any time, any place, any device" sums up the goal of NG 9-1-1.

The PSAPs in the District are connected together on a fully redundant, public safety grade IP network. 9-1-1 calls within the District now travel over this IP Network, providing the PSAPs with the ability to transfer calls between them without having to go back through the Public Switched Telephone Network (PSTN). This network currently provides the ability to transfer a 9-1-1 call from one to many PSAPs. The IP network will in the future connect to an Emergency Services Network, which will provide more advanced 9-1-1 call routing capabilities than currently exists.

In January of 2014, LECD started the process of acquiring and replacing all of the Customer Premise Equipment (CPE) and backroom equipment at the District supported PSAPs. This has been a very large undertaking and moved the District to a new host/remote architecture as well as bringing the District one step closer to full NG 9-1-1 capability. Servers, workstations, monitors and all peripherals were replaced. The last "backroom" equipment upgrade was done in 2007 and the last "front-end" upgrade was done in 2009.

Along with the replacement of the CPE, the management information software was also replaced. Again, this was a move to a new architecture using more of a host/remote system. Data is stored in secure off-site servers and allows our user agencies to access the data through a secure web browser. This product has an easy to use customer interface and provides a flexible reporting platform.

The Staff of LECD and the Board of Managers are continually looking forward, researching equipment, new technologies, software, techniques and training to assist the public safety telecommunicator in doing a more efficient job of providing emergency help to people calling 9-1-1.

LUBBOCK EMERGENCY COMMUNICATION DISTRICT  
FY 2014-2015 PROPOSED BUDGET

**Staff**

In addition to the Board of Managers, the District will staff ten full time positions.

**EXECUTIVE DIRECTOR** – Has total oversight of the operation of the District. Is responsible to the Board of Managers for carrying out the mission of the District.

**OPERATIONS MANAGER** – Is in charge of the day-to-day operations of the District, including Human Resources, financial functions, PSAP personnel training, and other responsibilities. Assumes the role of “Acting Executive Director” in the absence of the Executive Director. Is responsible to the Executive Director.

**TECHNICAL SPECIALIST** – Provides technical assistance to Staff on administrative processes and evaluates efficiency of operating practices. Designs and manages the databases used by the District for such things as addressing, tracking 9-1-1 fee remittance, and the like. The Technical Specialist assists PSAP personnel with software such as the MIS (Management Information System) program used to track 9-1-1 calls. Backs up the Operations Manager in her absence. Is responsible to the Operations Manager.

**ADMINISTRATIVE ASSISTANT** – Responsible for answering the telephone and greeting visitors to the LECD office. Coordinates meetings and special events. Monitors supplies and public education materials along with organizing public education events. Assists Staff with travel arrangements and assists the Operations Manager in the administration of the day-to-day financial transactions of the District. This includes cash disbursements and monitoring of service fee revenue. Is responsible to the Operations Manager.

**FINANCIAL/CONTRACTS COORDINATOR** – This person is responsible for the administration of all agreements and contracts which are entered into by the District. This includes agreements with telephone service providers to ensure compliance with 9-1-1 requirements. The person in this position shares some of the financial responsibilities of the Operations Staff which allows the District to better ensure the distribution of fiscal responsibilities. Is responsible to the Operations Manager.

**COMPUTER NETWORK TECHNICIAN** – Administers the internal computer network, which includes all firewalls, network switches, workstations, laptops and software. Assists Staff in the use of computer programs. Evaluates policies to handle connectivity permissions and other network/operation functions. Plans for the impact of future technologies on the computers used internally by the District. Serves as third level backup to the CPE Technicians when required. Is responsible to the Executive Director.

**GIS/ADDRESSING COORDINATOR** – Maintains a GPS accurate centerline map file/book, with address and block ranges, which is used by various emergency response agencies. Creates and prints custom maps. Works with property owners and utility and telephone providers to assign and verify addresses. Reviews and comments on plats prior to being approved by the appropriate governing body. Works closely with

LUBBOCK EMERGENCY COMMUNICATION DISTRICT  
FY 2014-2015 PROPOSED BUDGET

developers in the addressing of lots, naming of roads and provision of road name signs. Verifies and corrects the MSAG (Master Street Address Guide) and maintains an accurate location verification database. Is responsible to the Executive Director.

**SENIOR CPE TECHNICIAN** – Responsible for the repair, maintenance and upgrade of the 9-1-1 call receiving/answering equipment used in the 9-1-1 centers in the District. Troubleshoots and diagnoses problems with 24-hour logging recorders and the IP network including routers, and notifies the proper vendor when network trouble is discovered. Along with implementing new hardware and software at the PSAPS, conducts testing and evaluates usage. Is also responsible for the in-house telephone system. Is responsible to the Executive Director.

**CPE TECHNICIAN** - Assists the Senior CPE Technician with repair, maintenance and upgrade of 9-1-1 equipment and the District PSAP network. Also assist in the testing of new hardware and software. Is responsible to the Senior CPE Technician.

**NETWORK ANALYST/CPE TECHNICIAN** - This position will serve as a backup for the CPE Technicians, assist in the design of any additional network connections to other agencies, and will be involved in the planning and development of enhancements to improve the efficiency and security of the current network.

### **Responsibilities**

**9-1-1 SERVICE FEE** – LECD is responsible for receiving and tracking service fee revenue from the service providers that provide wireline, wireless or VoIP service within the District. The District collects 2.17% of the AT&T base telephone rate service fee on all wireline and VoIP phones within the District. In addition, each subscriber to a wireless service is assessed a fee of \$0.50 per month by the State of Texas. These fees go to the State and are then distributed to the Districts and Municipal Emergency Communication Districts (Home Rule Cities) based on population.

**9-1-1 NETWORK** – LECD ensures that both the traditional public switched telephone network (PSTN) and the IP based network that transports the 9-1-1 call are operating properly. This is accomplished by working closely with the telephone companies and other providers of the network to jointly monitor, perform testing and report problems when they occur. Service Level Agreements (SLAs) with the providers of the various portions of the network specify response times to different types of emergencies that may occur. These times may range from within a couple of hours up to eight hours, depending on the type and severity of the trouble. Early detection of problems means early reporting which translates into quicker repair and shorter down time.

**CALL TAKER EQUIPMENT** – LECD provides the equipment used at each PSAP to receive and answer the 9-1-1 calls. Specialized software is also provided to maintain a record of every 9-1-1 call that comes into the PSAP. LECD ensures that the equipment is working at its peak performance level at all times. The CPE (Customer Premise Equipment) is monitored remotely, not only by LECD, but also by Cassidian

LUBBOCK EMERGENCY COMMUNICATION DISTRICT  
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Communications. This system automatically notifies Cassidian of any problems with the CPE 24 hours a day and seven days a week. Upon an alert, Cassidian contacts an LECD CPE Technician who then troubleshoots and corrects the problem. LECD maintains and monitors the IP Network that allows all PSAPs to exchange data and transfer 9-1-1 calls with each other. Also through the IP Network, the District maintains a website with user tips, equipment and software operation instructions, electronic equipment trouble reporting, and other reference information.

**24-HOUR RECORDERS** – Part of the equipment that the District provides to the PSAPs that it supports is logging recorder equipment. This equipment makes a recording of every 9-1-1 call that is handled by the PSAP. Through the use of our CPE Technicians and maintenance contracts with the vendor, the equipment is maintained in peak operating condition. This equipment is also monitored by LECD Staff, and alarms from the equipment generate trouble tickets that go to both LECD and to the equipment vendor.

**GIS/ADDRESSING FUNCTIONS** - The MSAG (Master Street Address Guide) is the database that is used to determine to which PSAP 9-1-1 calls should be sent. The MSAG is also used to validate telephone subscriber addresses. A new Next Generation version of this database is called the Location Verification Function (LVF). This database incorporates US Postal Service data along with the MSAG data to make a more robust verification system.

**RURAL ADDRESSING** – The Lubbock County Commissioners Court appointed LECD as sole addressing authority for all unincorporated areas of Lubbock County. It is the responsibility of LECD to coordinate the provision and use of these addresses with all affected parties. The GIS/Addressing Coordinator uses on-line mapping programs to verify locations.

**MAP DEVELOPMENT** – The centerline map that has been developed is used by PSAPs to locate the 9-1-1 call graphically on a map display. This takes place with both wireline and wireless calls. The wireless call location appears when the PSAP receives a Wireless Phase II 9-1-1 call. LECD produces a Public Safety Map Book for use by the PSAPs and the field emergency responders. Access to a data set similar to the map book is also provided on the LECD website.

**STREET SIGNS** – In a partnership with Lubbock County, LECD pays for the manufacture of street name signs in Lubbock County for placement/replacement at the intersection of roads in rural areas. Lubbock County Personnel then install the signs at the proper location. These signs provide direction not only for emergency responders, but also for mail and other delivery services. The creation of a road sign database, which has web access, provides LECD Staff and County personnel an easy way to order and record the placement of road signs in the County.

**SERVICE PROVIDER COMPLIANCE** - LECD is responsible for contracting with telephone service providers to ensure they are providing proper 9-1-1 service to their

LUBBOCK EMERGENCY COMMUNICATION DISTRICT  
FY 2014-2015 PROPOSED BUDGET

customers that reside within the District. There are around 48 known service providers in the District. This includes Incumbent Local Exchange Carriers (ILECs), Competitive Local Exchange Carriers (CLECs), Wireless Service Providers (WSPs), and Voice over the Internet Service Providers (VSPs). LECD also works with service providers in implementing and testing the latest technology to facilitate in locating callers to 9-1-1 from their respective service.

**PUBLIC EDUCATION** – The District is the primary supplier of educational material and public training programs on the use of 9-1-1. This is becoming even more important as new communication technologies are offered to the public.

**TELECOMMUNICATOR TRAINING** – This is a benefit to all agencies that operate a PSAP. LECD Staff conducts training classes on Basic 9-1-1, the use of the Vesta call answering workstation along with mapping and call record software, new software that is implemented, and the administration of the Vesta telephone equipment. The District also provides funds so that PSAP personnel can take advantage of numerous training opportunities. LECD also sponsors local classes and web seminars.

**PREPARATION AND HOSTING OF MEETINGS** – Time is spent each month preparing for a variety of meetings that are hosted by LECD. This includes monthly Board of Managers and User Group meetings, as well as meetings that are held as needed with telephone service providers and agency officials. LECD Staff conducts briefings with legislative contacts on an as needed basis to update them on issues effecting 9-1-1 service in Lubbock County. LECD provides the facility for other PSAP hosted training.

**QUARTERLY NEWSLETTER** – The Technical Specialist serves as the Editor for this newsletter that is published every quarter. Around 200 newsletters are mailed to PSAP personnel, Districts and many other people and businesses in Texas and across the United States.

**RESEARCH AND PLANNING** – District Staff is continually researching the most advanced technology on the market, determining if it fits the needs of the District and planning for its implementation. This also includes participation in the development of a NG 9-1-1 system for the District, the region and the state of Texas. This network will include database services that will be able to handle enhanced 9-1-1 services for all devices that need to connect to the 9-1-1 network.

**LEGISLATION MONITORING** - Staff monitors Federal, State and local legislation for issues that may impact the provision of 9-1-1 service to the District. LECD's participation in the Alliance is especially beneficial in that the group is united in this effort.

These are the major items that LECD provides to the participating agencies and the citizens of Lubbock County and the City of Plainview.

LUBBOCK EMERGENCY COMMUNICATION DISTRICT  
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**SIGNIFICANT ACTIVITIES FOR FY 2014-2015**

In addition to the routine duties of the District, which involve day-to-day addressing and ensuring the 9-1-1 network is functional and the 9-1-1 call receiving equipment is operating properly, LECD plans to continue working on the following significant activities in this fiscal year.

**NEXT GENERATION/EMERGING TECHNOLOGIES**

The District continues on the course to NG 9-1-1, Next Generation Technologies. Focus not only is on data management and accuracy along with network security, but now we will also be working with Text-to-9-1-1. Implementation should be starting in late FY 2013-2014, however, it is not likely to be completed until the end of calendar year 2014.

**Location Verification Function**

With NG 9-1-1 there will be a gradual move from our standard MSAG (Master Street Address Guide) to a more robust database called the LVF (Location Verification Function). This database takes our standard address assignments and coordinates them with the US Postal Service carrier database. This will provide a database that a telephone company, Internet service provider, voice over IP service provider or even a wireless service provider will check to verify the address given to them by a subscriber. In addition, in areas along the borders of the 9-1-1 jurisdiction, this database will help to insure that no duplicates or mismatches exist. This same database will be integrated into the ECRF (Emergency Call Routing Function). The ECRF will eventually be the database that determines to which PSAP the 9-1-1 call should be routed.

**Network Security**

This is an undertaking that was started several years ago and continues. We are working to ensure that we are protecting our network as tightly as possible and complying with NENA (National Emergency Number Association) security standards. This is a continuing concern especially with potential connections to other networks across the state and country.

**DISTRICT FACILITY PROJECT**

With the lease on current office space expiring in 2015, a facility planning and programming study was conducted by Mission Critical Partners and the Schradergroup. During this study many questions were answered, and it was determined that it would be more cost effective to own a facility than to continue leasing. The completed study was presented to the Board of Managers in May of 2013 and based on the presentation a decision to proceed to the next phase was reached. In Fiscal Year 2013-2014 an architect started the process of completing a finished facility design and assembly of a complete construction package that will be advertised for bid. Property was evaluated and obtained. Not only will it house all of the District administrative offices, it will have a hardened Tier 3 datacenter that will serve the current and future needs of the District as well as having space available for other 9-1-1 entities or service providers to

LUBBOCK EMERGENCY COMMUNICATION DISTRICT  
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house equipment. This site is foreseen as being a hub for 9-1-1 connectivity and services for the region. Future needs of the District, such as a larger training center that could be used as the District backup PSAP, were evaluated and included in the proposed design. If approved by the Board of Managers, this project will go to bid in FY 2013-2014. The bid, if within the proposed budget, will be awarded in the same fiscal year and construction would start in the first part of FY 2014-2015. In preparation of this project, we have reduced other sections of the operating budget, such as facility maintenance and print costs as examples.

**CPE/NETWORK MAINTENANCE**

LECD continues to provide 24 x 7 maintenance on all of the LECD provided equipment directly related to the answering of 9-1-1 calls. With two trained technicians, the District is able to respond more rapidly to major service disruptions involving District maintained CPE (customer premise equipment). This also reduces the amount of "on-call" time for each technician. Enhanced monitoring of the IP Network is continuing to ensure optimum performance. It has been determined that the District has adequate need for a Network Analyst\CPE Technician. This position, working for the Senior CPE Technician and in conjunction with the CPE Technician and the Computer Network Technician, will be responsible to not only monitor the network, but to assist in the design of any additional network connections that may be made to other agencies. The analyst would also be involved in the planning and development of enhancements to improve the efficiency and security of the current network, and would serve as a backup for the CPE Technician(s) and the Computer Network Technician. Whether we fill this position is still to be determined. We have established a need, now the hard part of finding the proper person needs to start.

**TELECOMMUNICATOR TRAINING**

LECD will continue to provide local training for telecommunicators. With the installation of new CPE (Customer Premise Equipment) late in FY 2013-2014 more classes have been held to educate telecommunicators and supervisors on the use of the new Vesta 4 equipment and Basic 9-1-1. Training will also be provided for supervisors on the administration of ECaTs MIS (Management Information System) and Vela mapping software. LECD will host seminars on topics that are pertinent to the education of the telecommunicator and suggested by the User Group. These are presented by well-known training consultants and are attended by public safety personnel throughout West Texas. LECD also provides a funding source so that training can be provided to the telecommunicators. The Training Center in the District office, which is a functional PSAP, is used to provide specialized hands-on training for the user on the software and hardware used in the 9-1-1 centers.

LUBBOCK EMERGENCY COMMUNICATION DISTRICT  
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**USER GROUP MEETINGS**

LECD will continue to host User Group Meetings on a monthly basis. Participation has been very good at these meetings, and we hope to see these continue. The User Group provides beneficial input and serves as a means of disseminating information, all of which helps LECD accomplish its mission.

**PUBLIC EDUCATION**

LECD continues to maintain the Public Education Program. This program is designed to educate the public on how to use 9-1-1. We participate in events at schools and other community organizations and attend Health and Safety Fairs. We continue to build the LECD Road Show Team that consists of members of the 9-1-1 Public Safety Community.

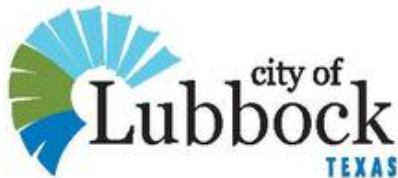
**LEGISLATION**

The District continues to monitor Federal, State and local legislation for issues that may impact the provision of 9-1-1 service to the District. LECD's participation in the Alliance is especially beneficial in that the group is united in fighting legislation that might be detrimental to 9-1-1 and supporting legislation that removes barriers to the progress of 9-1-1. In Fiscal Year 2014-2015 the District plans to hold another Legislative Briefing for local, state and federal legislative people. The District also plans to participate in the 9-1-1 goes to Washington and the 9-1-1 goes to Austin events. These provide a chance for 9-1-1 professionals to meet with and educate our state and federal representatives and senators. These events are sponsored by the National Emergency Number Association (NENA) and the Texas Chapter of NENA.

**SERVICE FEE REVENUE TRACKING**

There are many different types of communication carriers providing service within the boundaries of LECD. Monitoring and tracking service fee remittance and adherence to guidelines in providing 9-1-1 service has become even more difficult and must be watched very closely. In FY 2014-2015 we will continue the process of ensuring we have contracts with our service providers and are receiving the 9-1-1 service fee as prescribed by our guiding legislation.





**Regular City Council Meeting**

**6. 8.**

**Meeting Date:** 09/25/2014

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**Information**

**Agenda Item**

**Resolution – Public Works:** Consider a resolution authorizing the Mayor to reject all bids for sand, rock, and gravel materials for street and alley maintenance, ITB 14-12017-DG.

**Item Summary**

The City of Lubbock reserves the right to reject any or all bids, reject any particular item on a bid, and to waive immaterial formalities and to accept the offer most advantageous to the City of Lubbock in its sole discretion. Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the Bid Form. This bid will be re-bid.

**Fiscal Impact**

**Staff/Board Recommending**

R. Keith Smith, P.E., Public Works Director

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**Attachments**

Resolution - RE Janes Gravel

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**RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the City Council of the City of Lubbock hereby rejects any and all bids received for Sand, Rock and Gravel pursuant to ITB-14-12017-DG, and orders that no contract be entered into pursuant to said invitation to bid.


Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

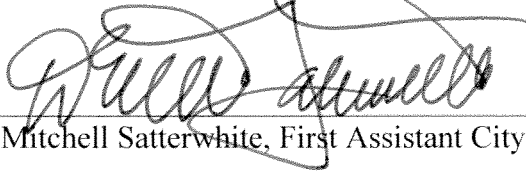
ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
R. Keith Smith, P. E. Director of Public Works

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

RES.Rejection of Bids-Sand, Rock and Gravel  
9.15.14



## Regular City Council Meeting

6. 9.

Meeting Date: 09/25/2014

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### Information

#### Agenda Item

**Resolution - Public Works Traffic Engineering:** Consider a resolution authorizing the Mayor to execute contract 12051 with the Texas Department of Transportation (TxDOT) for continued operation of the Traffic Management Center (TMC) utilizing TxDOT's Intelligent Transportation System (ITS).

#### Item Summary

Through previously-executed contracts, TxDOT and the City jointly operate the Traffic Management Center (TMC) and utilize a fiber optic network within the city limits. Through a separate contract, the City maintains TxDOT-owned traffic signals located where thoroughfares and freeway frontage roads intersect.

This contract is a continuation of inter-local contracts executed by the City on May 11, 2007 and October 8, 2009, for the City of Lubbock Traffic Engineering Department to conduct daily operations of the TxDOT-Lubbock District ITS Freeway Management System. Traffic Operations and TxDOT also jointly locate underground infrastructure, including fiber optic cable and signal cable, in TxDOT right-of-way (ROW). The fiber optic cables are part of the City's communications upgrade funded by the 2009 Bond Election. The communications upgrade connects traffic signals, Pan-Tilt-Zoom cameras and dynamic message signs to the TMC.

During construction or excavation, underground utility lines must be identified so that infrastructure is not damaged. Where dirt work is being performed in the vicinity of traffic signals or fiber optic communication infrastructure, City staff will locate and identify fiber optic and traffic signal cable so that the communication network is not damaged. The City is registered with the Texas Excavation Notification Safety System, Inc., (DigTESS) and receives notification to locate City-owned underground lines inside City limits. The City utilizes its DigTESS registration to jointly locate fiber optic infrastructure, or any other line, in TxDOT ROW.

#### Fiscal Impact

The City of Lubbock will be reimbursed for actual costs of operator's salaries and fiber optic network maintenance, not to exceed \$90,000 per fiscal year.

#### Staff/Board Recommending

R. Keith Smith, Director of Public Works

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### Attachments

Resolution & Contract - TxDOT

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## RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Interlocal Agreement between the City of Lubbock and the Texas Department of Transportation (TxDOT) concerning the sharing of Intelligent Transportation System (ITS) Data and operation of ITS Hardware and Networks, TxDOT Contract No. 05-5TMF6002. Said Interlocal Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Wood Franklin, P.E., City Engineer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John C. Grace  
Assistant City Attorney

S:\cityatt\CCDOCS\RES.TxDOT ITS.docx

**Interlocal Agreement\***  
**Sharing ITS Data, and Operating ITS Hardware & Networks**

**General Services Division – Contract Services Section Transmittal Form**

From: <b>5 – Lubbock District</b> (District/Division/Office)	Contact Person: <b>Wm. Frank Phillips, P.E.</b> Phone Number: <b>806 748-4471</b>
Subject: Contract 05-5TMF6002  <b>Continued operation of the Traffic Management Center (TMC) at the City of Lubbock Traffic Engineering office utilizing TxDOT's Intelligent Transportation System (ITS) within the city limits of Lubbock</b>	
Other Entity: <b>City of Lubbock</b>	Contract Maximum Amount Payable:  \$450,000
Are any federal funds used in this contract? <b>No</b>	
Is the other party to this contract a county? <b>No</b>	
Does this contract involve the construction, improvement, or repair of a building or road? <b>No</b>	
If the answer to <u>both</u> questions is "Yes," a resolution, ordinance, or official meeting minutes from the Local Government's commissioners' court must be included as Attachment D.	
*Contract Services combined two previously existing stand-alone agreements into this single document: Interlocal Agreement + Agreement for Sharing Intelligent Transportation Systems (ITS) Data, including Video {with TxDOT logo}.	
Was this combined interlocal+license agreement format modified? <b>Yes</b>	
If modified, date of GSD-CS approval: Additional modifications made to the template are as follows:	
<b>Added the following from the ILA template (11/7/13) on CSO website:</b>	
<b>Article 24. License for TxDOT Logo Use</b>	
<b>Article 29. Noncollusion</b>	
<b>Article 31. Signatory Warranty</b>	



THE STATE OF TEXAS       §  
 THE COUNTY OF TRAVIS   §

**INTERLOCAL AGREEMENT**  
**Sharing ITS Data, and Operating ITS Hardware & Networks**

**THIS CONTRACT** is entered into by the Contracting Parties under Government Code, Chapter 791.

**I. CONTRACTING PARTIES:**

Texas Department of Transportation  
 City of Lubbock

TxDOT  
 Local Government

**II. PURPOSE:** Operate the Traffic Management Center (TMC) at the City of Lubbock Traffic Engineering office utilizing TxDOT's Intelligent Transportation System (ITS) within the city limits of Lubbock.

**III. STATEMENT OF SERVICES TO BE PERFORMED:** TxDOT and City of Lubbock will undertake and carry out services described in **Attachment A**, Scope of Services.

**IV. CONTRACT PAYMENT:** The total amount of this contract shall not exceed \$450,000 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

**V. TERM OF CONTRACT:** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. This contract begins when fully executed by both parties and terminates five (5) years from that date, or when otherwise terminated as provided in this Agreement.

**VI. LEGAL AUTHORITY:** TxDOT is the owner of Intelligent Transportation Systems (ITS) infrastructure being constructed along segments of the State Highway System throughout Texas.

This ITS infrastructure, produces transportation-related information that is used for traffic management. TxDOT owns certain rights, title and interests related to the ITS infrastructure, including copyrights.

**THE PARTIES** certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated \_\_\_\_\_, has authorized the Local Government to provide the scope of services, as shown in **Attachment A**

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget; **Attachment C**, General Terms and Conditions; **Attachment D**, Resolution or Ordinance; **Attachment E**, Guidelines for Use of State Equipment and Infrastructure; **Attachment F**, Staffing Schedule.

**CITY OF LUBBOCK**

By \_\_\_\_\_ Date \_\_\_\_\_  
 Glen Robertson, Mayor

ATTEST \_\_\_\_\_ Date \_\_\_\_\_

APPROVED AS TO CONTENT \_\_\_\_\_ Date \_\_\_\_\_  
 Rebecca Garza, City Secretary

APPROVED AS TO FORM \_\_\_\_\_ Date 9/11/14  
 Wood Franklin, P.E., City Engineer,

John Grace, Assistant City Attorney \_\_\_\_\_ Date 9-11-2014

**FOR 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 \_\_\_\_\_  
 Kenneth Stewart  
 Director of Contract Services

## ATTACHMENT A

### Scope of Services

TxDOT hereby grants the Local Government a non-exclusive right, license, and privilege to obtain and share transportation-related information. Functional requirements for Facilities, Hardware, Software, and Communications are outlined below as applicable. Each party is financially responsible for their own activities as outlined below.

RIGHTS GRANTED	
By TxDOT	By Local Government
<ol style="list-style-type: none"> <li>1. Facilities – Provide connection to TxDOT District Advanced Traffic Management System (ATMS) local area network as a client(s) at a secure level to be determined by TxDOT.</li> <li>2. Hardware – Provide encoders, switches and convertors.</li> <li>3. Software - Provide use of TxDOT Lonestar software as a client(s) at a secure level to be determined by TxDOT.</li> <li>4. Communications - Provide configuration of a client workstation on the TxDOT District Closed Circuit Television (CCTV) Cameras control software with privilege for camera selection and access to pan, tilt, and zoom at a secure level to be determined by TxDOT. Guidelines for use of pan, tilt, and zoom are listed in Attachment E;</li> </ol> <p>Provide configuration on the TxDOT Lubbock District Dynamic Message Sign (DMS) system and allow the City of Lubbock Traffic Engineering staff (TMC Operators) to post messages that are specific to incident management and traffic control. Emergency operations and security messages including but not limited to Amber Alert, Silver Alert, Blue Alert, Endangered Missing Persons Alert, Pandemic Flu, burn bans, flooding, etc. will be posted by TxDOT Lubbock District staff. TxDOT reserves the right to pre-empt any message display at any time with another message.</p> <p>Provide configuration to TxDOT's District radar vehicle detections system to monitor traffic flow characteristics including volumes, speeds and occupancy.</p>	<ol style="list-style-type: none"> <li>1. Facilities - The Local Government operates a TMC within their existing Traffic Engineering building to conduct daily operations of TxDOT-Lubbock District ITS Freeway Management within the city limits of Lubbock.</li> </ol>

PROVISION OF INFRASTRUCTURE	
By TxDOT	By Local Government
<ol style="list-style-type: none"> <li>1. Facilities - TxDOT will allocate \$90,000 each year of the biennium for the operation and maintenance of the TMC at the City of Lubbock's engineering office.</li> </ol> <p>TxDOT will reimburse the Local Government for actual costs related to the Local Government's</p>	<ol style="list-style-type: none"> <li>1. Facilities - Provide the building and make any necessary improvements to their TMC control room at no cost to TxDOT.</li> <li>2. Hardware - The Local Government is responsible for maintaining, in good condition, the hardware supplied to the Local Government by TxDOT.</li> </ol>



<p>responsibilities in the operations of the TMC.</p> <p>TxDOT will not charge administrative or other charges not identified in this agreement.</p> <p>2. Hardware – The startup hardware and software was previously supplied to the City of Lubbock Traffic Engineering Department. Replacement equipment will be provided in accordance with TxDOT's refresh schedule.</p> <p>TxDOT will retain ownership of any equipment purchased by TxDOT for use at the TMC at the City of Lubbock.</p> <p>3. Software - Provide software and support to allow The Local Government access to ITS systems and data.</p> <p>TxDOT will retain ownership of and be responsible for the maintenance and operations of all ITS software, and hardware located at TxDOT Lubbock's server room servers, decoders, etc.), and ITS field devices (dynamic message signs, closed circuit television cameras, microwave vehicle detection devices, etc.).</p> <p>4. TxDOT or TxDOT's contractor will be responsible for any damage done to fiber and/or signal cable lines located on TxDOT ROW. TxDOT will process any damage claims against the contractor in order to collect reimbursement for any associated costs.</p>	<p>3. Software - Local Government will retain ownership of all city purchased software.</p> <p>Maintain and incur the costs of all city owned equipment located at their TMC or other city owned facilities and will retain ownership of all city purchased equipment, supplies and software.</p> <p>4. Communications - The Local Government will maintain the TxDOT ITS fiber network; will provide certification of all fiber installations and repairs and will be reimbursed by TxDOT for their actual labor costs as defined in Attachment B, Budget.</p> <p>5. The Local Government will provide proper documentation to TxDOT in the form of invoices, time sheets, etc. to justify reimbursement requests.</p> <p>6. The Local Government in cooperation with TxDOT will utilize their membership in the Texas Excavation Safety System, Inc. (DigTess) to locate TxDOT-owned fiber optic and signal cable along ITS corridors and within the boundaries of signalized intersections within the city of Lubbock. The following is a list of parameters and commitments both parties agree to:</p> <ol style="list-style-type: none"> <li>When Dig Tess notifies the Local Government to locate underground infrastructure in TxDOT right-of-way (ROW), the Local Government will notify TxDOT.</li> <li>The Local Government and TxDOT will jointly locate TxDOT fiber and/or signal cable lines that are in TxDOT ROW.</li> </ol>
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NON-MONETARY COMPENSATION	
By TxDOT	By Local Government
<ol style="list-style-type: none"> <li>TxDOT will design the TMC and specify, purchase and install all equipment, hardware, software, and related communications.</li> <li>Provide technical assistance to the Local Government for operational management of the TMC, including training.</li> <li>TxDOT will provide list of required information needed for inventory (i.e., type, manufacturer, model, serial number).</li> </ol>	<ol style="list-style-type: none"> <li>Staff and operate the TMC in accordance with the staffing schedule shown as Attachment E; the Local Government will submit changes to the hours of operations to the TxDOT Lubbock District Engineer for prior approval.</li> <li>The Local Government agrees to give TxDOT voice and/or visual credit (TxDOT Logo) for sharing the information. TxDOT may transmit Lubbock District TMC ITS video information to the Local Government with an imbedded TxDOT Logo. The Local Government shall not block, modify, or remove the TxDOT Logo.</li> <li>The Local Government will perform annual inventory of the hardware, software or other TxDOT equipment at the TMC and provide to TxDOT.</li> </ol>



**ATTACHMENT B**  
**Budget**

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Reimbursements will be based on the actual costs and will not exceed **\$90,000** per fiscal year.

**Reimbursable charges for work performed by the City of Lubbock:**

ITS Operator

Salary including benefits (TxDOT reimbursement not to exceed **\$76,600** for the first year with increases every year to reflect the change in the Federal Consumer Price Index for the remaining term of the contract)

Fiber Network Maintenance

Actual cost for fiber splicing not to exceed **\$30.00** per strand of fiber.

Trouble shooting fiber will be reimbursed on a per hour basis for actual work charged based on the rate of pay of the City of Lubbock personnel.

**License Fee:**

TxDOT agrees to waive any monetary fee associated with the use of the Lubbock District TMC ITS Closed Circuit Television (CCTV) Cameras.

**ATTACHMENT C**  
**GENERAL TERMS AND CONDITIONS**

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**Article 1. Additional Work**

- A. If the Local Government is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify TxDOT in writing. The written notice shall present the relevant facts and show how the work constitutes additional work.
- B. If TxDOT in its sole discretion finds that the work does constitute additional work, TxDOT shall so advise the Local Government and a written amendment will be executed. The Local Government shall not perform any proposed additional work or incur any additional costs before the execution of an amendment.
- C. TxDOT shall not be responsible for actions by the Local Government or for any costs incurred by the Local Government relating to additional work that is performed before an amendment is executed or that is outside the scope of the contract, as amended.

**Article 2. Rights Granted**

TxDOT hereby grants the Local Government a non-exclusive right, license, and privilege worldwide to use all or portions of TxDOT's ITS Field Network and ITS Business Network for the purpose of obtaining and sharing transportation-related information. The Local Government agrees that this agreement does not transfer or convey any ownership or any rights other than those rights expressly granted by the agreement. A more detailed description of rights granted shall be provided in Attachment A, to this agreement, which is attached hereto and incorporated herein for all purposes.

**Article 3. Prohibition Against Videotaping of TxDOT Video Feed**

The Local Government further agrees that it shall not copy nor duplicate, or allow to be copied, any of the video feeds that are provided by TxDOT in connection with this agreement.

**Article 4. Provision of Infrastructure**

TxDOT may provide unused ITS infrastructure and TxDOT facilities to support the additional infrastructure when possible, and when deemed to be in the best interest of TxDOT. The Local Government agrees that the TxDOT does not guarantee the availability of the data or a minimum response time to reestablish the broadcast of the data due to network or system failures. As the use of the data will result in social, economic, and environmental mitigation, by increasing mobility and reducing congestion on public highways, the TxDOT agrees to waive any fees associated with the use of TxDOT property. A more detailed description of ITS infrastructure to be provided by each party is shown in Attachment A. The Local Government shall not place any objects or equipment in the State Right-of-Way or on any other TxDOT property without advance written permission from the District Engineer or designee.

**Article 5. Copyright Infringement**

The Local Government shall notify TxDOT of any infringement or potential infringement by a third party, of which it becomes aware, of the copyright or any other rights owned by TxDOT relating to the systems, including but not limited to hardware and software. The Local Government shall provide TxDOT, if feasible, any information or other assistance requested by TxDOT to assist in TxDOT's prosecution of any breaches or infringements.

**Article 6. Taxes and Fees**

The Local Government agrees to report to the appropriate taxation authority and pay all federal, state, and local taxes or fees that may be imposed by any governmental entity for the use of the license.

**Article 7. Assignment Prohibition**

The Local Government is prohibited from assigning the license or licensing any of the rights conferred by this agreement, to any third party. Notwithstanding the foregoing, the Local Government may assign its licensed rights to an affiliated corporate entity or to a purchaser of substantially all its assets without



TxDOT's consent, provided that TxDOT's rights under this agreement remain unaffected. Any assignments shall be subject to the terms and conditions of this agreement.

#### **Article 8. Amendments**

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

#### **Article 9. Conflicts Between Agreements**

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

#### **Article 10. Nonconforming Work**

If the Local Government submits work that does not comply with the terms of this contract, TxDOT shall instruct the Local Government to make any revisions that are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

#### **Article 11. Termination**

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first. TxDOT shall compensate the Local Government only for those eligible expenses that are incurred during this contract and that are directly attributable to the completed portion of the work covered by this contract and only if the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall neither incur nor be reimbursed for any new obligations after the date of termination. Termination of the agreement shall extinguish all rights, duties, obligations and liabilities of TxDOT and Local Government of this agreement. All rights granted to the Local Government shall revert to TxDOT as owner of the information. Upon termination of this agreement, the Local Government will immediately cease transmitting, using, distributing and/or modifying the electronic signals. Termination or expiration of this agreement shall not extinguish any of the Local Government's or TxDOT's obligation under this agreement which by their terms continue after the date of termination or expiration.

#### **Article 12. Indemnification**

To the extent permitted by law, the Local Government shall indemnify and save harmless TxDOT from any and all losses, liabilities, damages, claims, demands, costs, expenses, or other liabilities arising out of or connected with Local Government's possession or use of the information during the agreement including, but not limited to, any illegal or improper use of the information or any violation of right to privacy. The Local Government's indemnification of TxDOT shall extend for a period of three (3) years beyond the termination of this agreement. The Local Government shall not be held responsible for any act or omission of any third party, including TxDOT. The Local Government shall not be required to provide for the levy and collection of taxes sufficient to pay the interest and create a sinking fund for any debt or other obligation arising as a result of indemnification.

#### **Article 13. Funding**

TxDOT shall pay for services from appropriation items or accounts from which like expenditures would normally be paid. Payments received by the Local Government shall be credited to the current appropriation items or accounts from which expenditures of that character were originally made. If for any reason subcontractors and suppliers, if any, are not paid before TxDOT reimburses the Local Government for their services, the Local Government shall pay the subcontractors and suppliers all undisputed amounts due for work no more than 10 days after the Local Government receives payment for the work unless a different time is specified by law. This requirement also applies to all lower-tier subcontractors and suppliers and must be incorporated in all subcontracts. If the Local Government fails to comply with this Article, TxDOT may withhold payments and suspend work until the subcontractors and suppliers are paid. The Local Government is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

#### **Article 14. Basis for Calculating Reimbursement Costs**

TxDOT will reimburse the Local Government for actual costs incurred in carrying out the services authorized in Attachment A, Scope of Services, subject to the cost categories and estimated costs set



forth in Attachment B, Budget. TxDOT shall compensate the Local Government for only those eligible expenses incurred during this contract that are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall not incur or be reimbursed for any new obligations after the effective date of termination. The Local Government shall bill TxDOT for actual travel expenses, not to exceed the limits reimbursable under state law. Out-of-state or out-of-country travel by the Local Government requires prior approval by TxDOT.

#### **Article 15. Gratuities**

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

#### **Article 16. Conflict of Interest**

The Local Government shall not assign an employee to a project if the employee:

- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state relating to the project;
- B. has a direct or indirect financial interest in the outcome of the project;
- C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT; or
- D. is a current part-time or full-time employee of TxDOT.

#### **Article 17. Local Government Resources**

All employees of the Local Government shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Local Government certifies that it currently has adequate qualified personnel in its employment to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than TxDOT. On receipt of written notice from TxDOT detailing supporting factors and evidence, the Local Government shall remove from the project any employee of the Local Government who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Local Government shall furnish all equipment, materials, supplies, and other resources required to perform the work.

#### **Article 18. Assignment Subcontracts**

A subcontract may not be executed by the Local Government without prior written authorization by TxDOT. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the Local Government of its responsibility under this contract. Neither party shall assign any interest in this agreement.

#### **Article 19. Responsibilities of the Parties**

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

#### **Article 20. Disputes**

The Local Government shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. TxDOT shall be responsible for the settlement of any dispute concerning this contract unless the dispute involves a subcontract.

#### **Article 21. Remedies**

Violation or breach of contract by the Local Government shall be grounds for termination of the agreement. Any increased costs arising from the Local Government's default, breach of contract or violation of contract terms shall be paid by the Local Government.

#### **Article 22. Confidentiality**

The Local Government shall not disclose information obtained from TxDOT under this contract without the express written consent of TxDOT.



**Article 23. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and to the property management standards established in Title 49 CFR §18.32. The Local Government shall not sell the equipment provided under this agreement or convert or use the equipment for purposes other than the intended purpose specified in this agreement. The Local Government shall return unused equipment to TxDOT.

**Article 24. License for TxDOT Logo Use**

- A. **Grant of License; Limitations.** The Local Government is granted a limited revocable non-exclusive license to use the registered TxDOT trademark logo (TxDOT Flying "T") on any deliverables prepared under this contract that are the property of the State. The Local Government may not make any use of the registered TxDOT trademark logo on any other materials or documents unless it first submits that request in writing to the State and receives approval for the proposed use. The Local Government agrees that it shall not alter, modify, dilute, or otherwise misuse the registered TxDOT trademark logo or bring it into disrepute.
- B. **Notice of Registration Required:** The Local Government's use of the Flying 'T' under this article shall be followed by the capital letter R enclosed within a circle (®) that gives notice that the Flying 'T' is registered in the United States Patent and Trademark Office (USPTO).
- C. **No Assignment or Sublicense.** The Local Government may not assign or sublicense the rights granted by this article without the prior written consent of the State.
- D. **Term of License.** The license granted to the Local Government by this article shall terminate at the end of the term specified by this contract.

**Article 25. Records and Ownership**

- A. The Local Government agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract. These materials shall be made available for inspection and copying by TxDOT, by the State Auditor's Office, and by their authorized representatives. If the contract is federally funded, these materials shall also be made available for inspection and copying by the U.S. Department of Transportation and by the Office of the Inspector General.
- B. After completion or termination of this contract, all documents prepared by the Local Government or furnished to the Local Government by TxDOT shall be delivered to and become the property of TxDOT. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to TxDOT without restriction or limitation of further use.
- C. TxDOT shall own all title to, all interests in, all rights to, and all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed under this contract.
- D. Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT or by the Local Government or its subcontractors under this contract shall be owned by TxDOT and will be delivered to TxDOT at the time the contract is completed or terminated.
- E. The State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

**Article 26. Reference to Costs Principles and Circulars**

Reimbursement with state or federal funds will be limited to costs determined to be reasonable and allowable under cost principles established in OMB Circular A-21, "Cost Principles for Educational Institutions," or OMB Circular A-87, "Cost Principles for State and Local Governments." The parties shall



comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

#### **Article 27. Equal Employment Opportunity**

The Local Government agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations, 41 CFR Part 60. The Local Government agrees to consider minority universities for subcontracts when the opportunity exists. The Local Government warrants that it has developed and has on file appropriate affirmative action programs as required by applicable rules and regulations of the Secretary of Labor.

#### **Article 28. Nondiscrimination**

- A. The Local Government shall comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in federally-assisted programs, including 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Part 60-74 (the Regulations).
- B. The Local Government, with regard to the work performed during this agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurements of materials and leases of equipment, but not including routine purchase orders, each potential subcontractor or supplier shall be notified by the Local Government of the Local Government's obligations under this agreement and the Regulations.
- D. The Local Government shall provide all information and reports required by the Regulations and directives issued under the Regulations and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Texas Department of Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with the Regulations or directives. If any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government shall so certify to the Texas Department of Transportation or the U.S. Department of Transportation, whichever is appropriate, and shall set forth what efforts the Local Government has made to obtain the requested information.
- E. In the event of the Local Government's noncompliance with the nondiscrimination provision of this agreement, the Texas Department of Transportation shall impose such sanctions as it or the U.S. Department of Transportation may determine to be appropriate.
- F. The Local Government shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, except routine purchase orders, unless exempt by the Regulations or directives. The Local Government shall take such lawful action with respect to any subcontract or procurement as the Texas Department of Transportation may direct as a means of enforcing these provisions, including sanctions for noncompliance. In the event the Local Government becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of directions given by TxDOT, the Local Government may request the Texas Department of Transportation to enter into the litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into litigation to protect the interests of the United States.

#### **Article 29. Noncollusion**

The Performing Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Performing Agency, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Performing Agency breaches or violates this warranty, the Texas Department of Transportation shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

**Article 30. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from TxDOT, the Local Government shall furnish TxDOT with satisfactory proof of its compliance with this Article.

**Article 31. Notices**

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

**TxDOT**

Texas Department of Transportation  
Lubbock District  
ATTN: Director of Transportation Operations  
135 Slaton Highway  
Lubbock, TX 79404

**Local Government**

City of Lubbock  
ATTN: City Secretary  
P.O. Box 2000  
Lubbock, TX 79457

With copies to:

City of Lubbock  
ATTN: City Engineer  
P.O. Box 2000  
Lubbock, TX 79457

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**Article 32. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**Attachment D**  
**Resolution or Ordinance**

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## ATTACHMENT E

### Guidelines for Use of State Equipment and Infrastructure

#### **ITS FIELD EQUIPMENT: Closed Circuit Television (CCTV) Cameras; Dynamic Message Signs (DMS); Radar Vehicle Detection Systems (RVDS)**

1. During the normal operating hours of the TMC, operational, access shall generally be limited to TxDOT, City of Lubbock Traffic Engineering and the City of Lubbock Police Department. This is the case during peak and non-peak hours. Peak traffic flow is considered to exist regularly during two periods of the day, Monday through Friday. In general, one period of peak traffic flow exists in the early morning and the other period of peak traffic flow exists in the late afternoon. Additional periods of peak traffic flow may exist at other times during the weekday and weekend due to special events and public gatherings. Precise times of regular and additional anticipated peak periods of traffic flow shall be the sole determination of TxDOT and may change from time to time.
2. During an incident, operational access shall be extended to emergency service agencies in addition to TxDOT and the City of Lubbock Traffic Engineering staff. An incident is defined as any condition in which traffic flow is not normal. As an example, abnormal traffic flow could be caused by debris in the road, such as a mattress or board, or could be caused by non-recurring congestion, such as on-lookers to an automobile accident, public gathering, construction, or roadway maintenance. The duration of the incident shall be considered complete once any TxDOT, City of Lubbock and/or emergency service personnel and vehicles have departed from the incident scene and traffic flow has returned to normal.
3. Only TxDOT and the City of Lubbock Traffic Engineering staff shall have operational control of the DMS system. Verbiage used in posting messages shall be limited to either those in a pre-approved library or specific to incident control for a given situation or broad general traffic and safety information, the intent and nature of which is approved by TxDOT. Changes to DMS messages or settings for any non-transportation related information purpose is forbidden at any time. A single breach of any of the above guidelines shall be grounds to immediately withdraw the privilege of DMS control.
4. During the hours in which the TMC is closed, the City of Lubbock Police Department and the Emergency Operations (TMC) staff will have Pan, Tilt, and Zoom control of the CCTV cameras for broad general traffic information as it relates to visual detailed information of an incident or other situations which impact the flow of traffic.  
  
CCTV pan, tilt, and zoom for enforcement and any non-transportation related information purpose is forbidden at any time. A single breach of any of the above guidelines shall be grounds to immediately withdraw the privilege of pan, tilt, and zoom.
5. Access to ITS field equipment may be withdrawn at anytime by TxDOT without notice if access is determined to not be in the best interest of TxDOT.

#### **HARDWARE FOR CONTROL OF TxDOT TMC OPERATIONS**

1. Equipment –TxDOT equipment to be furnished to the Local Government is listed separately in Attachment A, Scope of Services. TxDOT retains full and complete title in the equipment and nothing in this agreement shall grant to the Local Government, its officers or employees ownership in the TxDOT equipment.
2. State Equipment Procurement – TxDOT shall purchase all hardware, software, and communications that it determines is needed to support the TxDOT ITS TMC operations in approved Local Government office locations.
3. Equipment Installation – TxDOT will provide for the installation of the equipment in the approved Local Government office locations. TxDOT will not pay for any Local Government employee's time



expended, any physical alterations the Local Government may make to its offices to accommodate the TxDOT or Local Government equipment, or for the installation of Local Government workstations.

4. Programming – TxDOT will perform all computer programming needed for the development and continued support of the TxDOT statewide ITS software.
5. Maintenance – TxDOT will provide maintenance required for the equipment during the term of the agreement. Provisions will be made by TxDOT for the timely repair or replacement of the TxDOT equipment. TxDOT will also provide the Local Government with ongoing basic maintenance support for the software installed on TxDOT equipment.

The Local Government shall be responsible for full repair or replacement costs for TxDOT equipment in the event the equipment placed under Local Government control is damaged or lost. The repair cost shall be determined by TxDOT. The replacement cost shall be determined by the cost of equivalent equipment under contract at the time the damage or loss occurs. In addition, the Local Government shall be responsible for any service costs resulting from problems caused by unauthorized software or hardware residing on the TxDOT or Local Government workstations. The TxDOT equipment will be monitored and any unauthorized software which is detected will be removed. The Local Government's payment for repair or replacement costs for damaged or lost TxDOT equipment, or service costs resulting from problems caused by unauthorized software residing on TxDOT workstations, or installation of unauthorized hardware on the TxDOT equipment, shall be remitted to TxDOT by the Local Government within 30 days of written request by TxDOT.

6. Equipment Movement – The Local Government shall notify TxDOT of its intent to add, move, close, or remodel (if equipment or cabling is affected) any Local Government office in which TxDOT or Local Government equipment is currently installed, or will need to be installed or removed. Notification must be in writing and shall be submitted prior to the anticipated date the change will occur. Minimum notification periods:
  - 30 days in the case of an office close or remodeling;
  - 90 days in the case of an office location change;
  - 180 days in the case of an additional office location.
7. Unauthorized Use of Equipment – Unauthorized entry into TxDOT equipment for any reason, including but not limited to attempts to repair the hardware or load unapproved software, is expressly prohibited. Use of TxDOT equipment to connect or access other automated systems is subject to prior approval of TxDOT in writing.
8. Electrical Requirements – The Local Government shall meet and maintain minimum office electrical requirements as specified by TxDOT for operation of the equipment. The Local Government shall be responsible for the payment of all electrical power costs resulting from the operation of the TxDOT equipment. Unless otherwise specified by TxDOT, TxDOT equipment shall remain operating 24 hours a day, 7 days a week.
9. Access – TxDOT is authorized unlimited physical access to TxDOT equipment at the Local Government office locations during regular Local Government business hours to perform a physical inventory and unrestricted remote access for upgrades and maintenance.
10. Training – TxDOT shall provide on-site training for the Local Government's employees on the TxDOT statewide ITS system. TxDOT will provide the Local Government with reference materials and continuing training/advisory support for the system.

## ATTACHMENT F

### Staffing Schedule

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There will be a minimum of one employee on duty during the hours and days listed below. The Manager will provide additional staffing on an as needed basis during the hours of operations and for special events. Special events will be coordinated with TxDOT staff in advance to ensure proper management of traffic flow.

Monday	7:00 a.m. to 6:30 p.m.
Tuesday	7:00 a.m. to 6:30 p.m.
Wednesday	7:00 a.m. to 6:30 p.m.
Thursday	7:00 a.m. to 6:30 p.m.
Friday	7:00 a.m. to 6:30 p.m.

The TMC will be closed each day the City of Lubbock observes the following holidays:

- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day, July 4th
- Labor Day
- Thanksgiving Day, and the day after Thanksgiving
- Christmas Eve and Christmas Day.

Operation of the system after hours will be handled through an on-call network using a remote computer to access and operate the ITS field devices.



**Regular City Council Meeting**

**6. 10.**

**Meeting Date:** 09/25/2014

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**Information**

**Agenda Item**

**Resolution - Public Works Traffic Engineering:** Consider a resolution authorizing the Mayor to execute contract 12043 with the Lubbock Metropolitan Planning Organization (LMPO) for traffic monitoring and reporting services to provide information and crash data to update the LMPO Congestion Management Plan.

**Item Summary**

LMPO contracts with the City for services as part of the Unified Transportation Planning Program adopted annually by the Transportation Policy Committee.

The Traffic Engineering Department provides the LMPO with Level of Service (LOS) information and crash data to update the Congestion Management Plan required for federal participation in transportation projects. LOS on the urban roadway system measures operating conditions based on speed, travel time, and the freedom to maneuver within the traffic stream. A spreadsheet and a map of LOS information and a map of the number and location of crashes on City streets are provided as part of this contract.

LMPO has approved the contract.

**Fiscal Impact**

\$7,000 revenue to the General Fund.

**Staff/Board Recommending**

R. Keith Smith, P.E., Director of Public Works  
Lubbock Municipal Planning Organization, Policy Advisory Committee

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**Attachments**

Resolution & Contract - Lubbock Metropolitan Organization

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RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Consultant Agreement between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO) to provide traffic engineering services to the LMPO for fiscal year 2014-2015. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.


Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

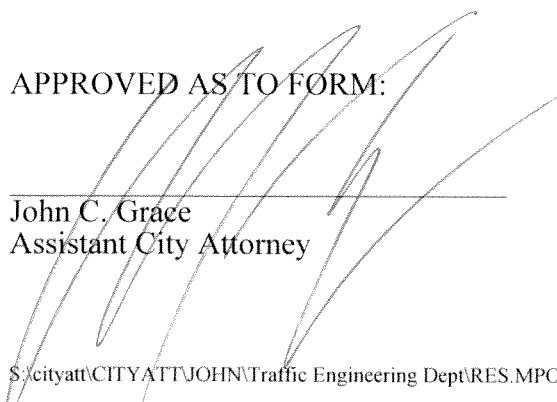
ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Keith Smith, Director of Public Works

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John C. Grace  
Assistant City Attorney

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**LUBBOCK METROPOLITAN PLANNING ORGANIZATION  
CONSULTANT CONTRACT – TRAFFIC ENGINEERING SERVICES**

THE STATE OF TEXAS       §  
  §                   KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF LUBBOCK       §

This contract is made, entered and executed between the Lubbock Metropolitan Planning Organization, which is the designated Metropolitan Planning Organization (MPO) of the Lubbock urbanized area & hereinafter called the MPO, and City of Lubbock, hereinafter called the Consultant.

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**W I T N E S S E T H**

WHEREAS, pursuant to provisions of 23 USC 134, the Governor of the State of Texas has designated the MPO to be the single-focus planning organization for the Lubbock urbanized area(s) and has executed an agreement to effectuate the designation; and,

WHEREAS, pursuant to the Governor's designation and in compliance with applicable federal, state, and local laws, regulations, and ordinances, the MPO has developed and maintains a current Unified Planning Work Program which outlines work tasks and estimated expenditures; and,

WHEREAS, the current Unified Planning Work Program has been approved by the State of Texas, acting by and through the State Department of Highways and Public Transportation, and the U.S. Department of Transportation, acting by and through the Federal Highway Administration; and,

WHEREAS, the current Unified Planning Work Program authorizes the MPO to engage a consultant to perform the services described in **Subtask 5.1** of the **2014 – 2015 Unified Planning Work Program**, and the Consultant has proposed a plan to complete the task, and the MPO has accepted the proposal;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the MPO and the Consultant do mutually agree as follows:

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

## ***AGREEMENT***

### **Article 1. Contract Period**

This contract becomes effective when fully executed by all parties hereto or on **October 1, 2014**, whichever occurs later, and shall terminate upon the MPO's final approval of work completed by the Consultant or on **September 30, 2015**, whichever occurs earlier, unless otherwise terminated or modified as hereinafter provided.

### **Article 2. Responsibilities of the Parties**

The Consultant shall undertake and complete the task(s) as described in **Exhibit A, Scope of Services**, and in accordance with all terms and conditions included hereinafter. The MPO shall provide assistance as appropriate and as specified in said **Exhibit A**, including approval of all work.

### **Article 3. Compensation**

The maximum amount payable under this contract shall not exceed the amount of **Seven Thousand and NO/100 Dollars (\$7,000.00)**. The MPO may make partial proportionate payments of the fixed fee based on the amount of work completed by the Consultant. All payments made hereunder will be made on the basis of reimbursement of actual costs incurred, not to exceed the limits authorized in Article 3, Compensation. To be eligible for reimbursement, a cost must be incurred within the contract period specified in Article 1 above and be authorized or not prohibited in **Exhibit A**. All costs must be supported by source documents which comply with generally accepted accounting practices. Payment of costs incurred is further governed by cost principles outlined in the Federal Acquisition Regulation, Part 31, Subpart 31.2, Contracts with Commercial Organizations.

#### **Article 3.1 Consideration**

The consideration to be paid for the Services to be provided to the MPO as described in **Exhibit A** shall be on a per-task-completed basis. This amount shall be invoiced to the MPO monthly as work is performed, or as otherwise agreed to in writing by the MPO and Consultant.

#### **Article 3.2 Basis for Compensation**

It is understood by the MPO that in some cases the tasks listed in **Exhibit A** are a continuing process and that the completion of each task is ongoing. The Consultant may charge the MPO on a recurring basis throughout the year provided that the MPO is furnished by the 15<sup>th</sup> day of each month a detailed description of the task completed including at a minimum:

- (1) The number of man-hours used to perform the task;
- (2) Cost per man-hours;



- (3) Any other cost associated with producing the task;
- (4) An explanation of how the work produced relates to Consultant's scope of work within the MPO Metropolitan Area Boundary;
- (5) Completed timesheets of the individuals working on each task that are used to seek reimbursement; and
- (6) Total amount of reimbursement sought for the tasks.

### **Article 3.3     Funding**

The parties hereto agree that funds from which payments if any, under this Agreement shall be made originate from federal and state grant funds, and are subject to and contingent upon continued funding. In the event said funding is discontinued, the MPO shall provide Consultant with seven (7) days notice thereof, and Consultant shall immediately discontinue all activities in progress pursuant to this Agreement.

### **Article 4.     Contract Amendments**

Significant changes in the terms and conditions of this contract can be made only by written amendment executed by the parties hereto prior to the changes being made.

### **Article 5.     Additional Work**

If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this contract and constitutes additional work, the Consultant shall promptly notify the MPO in writing. In the event that the MPO finds that such work does constitute additional work, the MPO shall so advise the Consultant and provide compensation for doing the work on the same basis as the original work *or* the MPO shall advise the Consultant not to perform the work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment will be executed. Any amendment so executed must be approved within the contract period specified in Article 1.

### **Article 6.     Changes in Work**

When the approved project description requires a completed work product, the MPO will review the work as specified in the approved project description. If the MPO finds it necessary to request changes in previously satisfactorily completed work or parts thereof, the Consultant will make such revisions as requested and directed by the MPO. Such work will be considered as additional work and subject to the requirements established in Article 5. If the MPO finds it necessary to require the Consultant to revise completed work to correct errors appearing therein, the Consultant will make such corrections, and no compensation will be paid for the corrections.

### **Article 7.     Omitted**



## **Article 8. Inspection of Work**

The MPO, the State of Texas, and the U.S. Department of Transportation, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed. If any inspection or evaluation is made on the premises of a subcontractor, the Consultant shall provide and require his subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

## **Article 9. Disputes**

The parties hereto shall act in good faith to resolve any and all disputes that may arise in connection with this agreement. Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of contract work.

## **Article 10. Noncollusion**

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for him/her, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this contract. Consultant shall also certify that he/she has not lobbied any federal officer or employee for awarding this contract pursuant to the certification at **Appendix B**.

## **Article 11. Reporting**

The Consultant shall submit quarterly performance reports that provide as a minimum:

- (1) A comparison of actual accomplishments to the goals established for the period;
- (2) Reasons why established goals were not met, if appropriate; and
- (3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Consultant shall submit a final report within 90 days after completion of the contract. The Consultant shall promptly advise the MPO in writing of events which have a significant impact upon the contract, including:

- (1) Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be

accompanied by a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and

- (2) Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

## **Article 12. Records**

The Consultant agrees to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office during the contract period and for three years from the date of final payment under the contract. Such materials shall be made available during the specified period for inspection by the authorized representatives of the MPO, the State of Texas, the U.S. Department of Transportation and the Office of the Inspector General, for the purpose of making audits, examinations, excerpts, and transcriptions.

## **Article 13. Subcontracts**

Any subcontract for professional services rendered by individuals or organizations not a part of the Consultant's organization shall not be executed without prior authorization and approval of the subcontract by the MPO. Subcontracts in excess of \$25,000 shall contain all required provisions of this contract.

## **Article 14. Termination**

Either party to this Agreement may terminate this contract in part or in whole at any time before the date of completion whenever it is determined that the other party has failed to comply with the conditions of the contract. The terminating party shall give written notice to the other party at least seven days prior to the effective date of termination and specify the effective date of termination and the reason for termination. If both parties to this contract agree that the continuation of the contract in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. Upon termination of this contract, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the Consultant shall, at the option of the MPO, be delivered to the MPO with no restriction on future use. The MPO shall compensate the Consultant for those eligible expenses incurred during the contract period which are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to the MPO. The Consultant shall not incur new obligations for the terminated portion after the effective date of termination.

## **Article 15. Remedies**

Violation or breach of contract terms by the Consultant shall be grounds for termination of the contract. This agreement shall not be considered as specifying the exclusive remedy for any

default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

#### **Article 16. Compliance With Laws**

The Consultant shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Consultant shall furnish the MPO with satisfactory proof of its compliance therewith.

#### **Article 17. Successors and Assigns**

The MPO and the Consultant each binds itself, its successors, executors, assigns and administrators to the other party to this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement. Neither the MPO nor the Consultant shall assign, sublet, or transfer his interest in this agreement without written consent of the other.

#### **Article 18. Ownership of Documents**

Upon completion or termination of this contract, all documents prepared by the consultant or furnished to the consultant by the MPO shall be delivered to and become the property of the MPO. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the MPO without restriction or limitation of further use.

#### **Article 19. Signatory Warranty**

The undersigned signatory for the Consultant hereby represents and warrants that signatory is an officer of the organization for which signatory has executed this contract and that signatory has full and complete authority to enter into this contract on behalf of the firm.

#### **Article 20. Consultant Resources**

The Consultant warrants that it presently has adequate qualified personnel in its employment for performance of services required under this contract. Unless otherwise specified, the Consultant shall furnish all equipment, materials, and supplies required to perform the work authorized herein. All employees of the Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them.

#### **Article 21. Equal Employment Opportunity**

The Consultant agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR 60).

## **Article 22. Nondiscrimination**

During the performance of this contract, the Consultant, its assigns and successors in interest, agrees as follows:

- (1) *Compliance with Regulations:* The Consultant shall comply with the following regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
  - A. Title VI of the Civil Rights Act of 1964, as amended (42 U.S. C. 2000d-1) and 49 CFR part 21;
  - B. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
  - C. Section 110(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
  - D. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
  - E. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
  - F. the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
  - G. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
  - H. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- (2) *Nondiscrimination:* The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in **Appendix B** of the Regulations.
- (3) *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the Consultant for

work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

- (4) *Information and Reports:* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Highways and Public Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Department of Highways and Public Transportation or the U.S. Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) *Sanctions for Noncompliance:* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State Department of Highways and Public Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to:
  - A. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - B. cancellation, termination, or suspension of the contract in whole or in part.
- (6) *Incorporation of Provisions:* The Consultant shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the MPO may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the MPO to enter into such litigation to protect the interests of the MPO; in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## **Article 23. Minority Business Enterprises**

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently the Minority Business Enterprise requirements of 49 CFR 23, exclusive of Subpart D, apply to this contract as follows:

- (1) The Consultant agrees to insure that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, have the maximum opportunity in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 23, exclusive of Subpart D, to insure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts; and
- (2) The Consultant and any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts funded in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract. Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the MPO, may result in termination of the contract by the MPO or other such remedy as the MPO deems appropriate.

#### **Article 24. Delinquent Tax Certification**

Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the State from awarding a contract to a corporation that is delinquent in paying taxes under Chapter 171, Tax Code, the Consultant hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from or not subject to such tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for cancellation of the contract at the sole option of the State.

#### **Article 25. Debarment/Suspension**

The MPO is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. The MPO shall require any party to a subcontract or purchase order awarded under this contract as specified in Title 49 of the Code of Federal Regulations, Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds by executing the Debarment Certification at **Appendix A**.

#### **Article 26. Clean Air Act: Air Pollution Prevention & Control**

All State and local transportation officials will take in a 3-C planning process in nonattainment areas to determine which planning elements will be developed, adopted, and implemented to maintain or improve the air quality for said area. In non-attainment areas that include more than one state, the affected states may jointly undertake and implement air quality planning procedures. Activities not conforming to approved plans will be given to those projects or programs that achieve and maintain national primary ambient air quality standards. (49 USC, Ch. 85, Sec's 7408, 7410, 7504, 7505a, 7511, 7506(c) and (d) and 7604; 49 USC, Ch. 53, 23 USC, Sec. 134). The consultant will maintain all applicable national primary ambient air quality standards during the discharge of all work tasks as set out in this contract.

## **Article 27. Buy America/Cargo Preference**

To the extent the requirements might apply, the Consultant agrees that he/she will comply with applicable Buy America requirements set forth in Section 401 of the Surface Transportation Assistance Act of 1978 (P.L. 95-599) and the Federal Transit Administration's Buy America regulations in 49 CFR 660 through its contract with the MPO. The Consultant also agrees to comply with the Cargo Preference Requirements Act set forth in 46 U.S.C. 1241 and Maritime Administration regulations set forth in 46 CFR 381 through its contract with the MPO.

## **Article 28. Independent Contractor**

It is understood and agreed that Consultant is to perform the Services in a sound and professional manner and exercising the degree of care, skill, and diligence in the performance of the Services as is exercised by a professional under similar circumstances and Consultant hereby warrants to the MPO that the Services shall be so performed. Further, Consultant is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement, Consultant and Consultant's employees will not be considered, for any purpose, employees or agents of the MPO within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury, or taxes of any kind.

## **Article 29. Credit and Disclaimer Statement**

Pursuant to requirements of 23 USC Section 104(f), Consultant shall include the following Credit and Disclaimer statement verbatim in all reports produced for this contract:

*The preparation of this report has been financed in part through grant(s) from the Federal Highway Administration and Federal Transit Administration, under the Metropolitan Planning Program, Section 104(f) of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.*

## **Article 30. Miscellaneous**

Any notice required by this Agreement shall be deemed to be properly served, if:

- (1) provided in person or by telephonic facsimile; or
- (2) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, three (3) days after depositing such notice in the United States mail, as set forth above.

Notice shall be given to:

<i>For MPO:</i>  H. David Jones, Transportation Planning Director Lubbock Metropolitan Planning Organization 916 Main Street, Suite 445 Lubbock, Texas 79401 Facsimile: (806) 775-1675  w/ copy to:  City Attorney City of Lubbock P.O. Box 2000 Lubbock, Texas 79457 Facsimile: (806) 775-3307	<i>For Consultant:</i>  City Secretary City of Lubbock P.O. Box 2000 Lubbock, Texas 79457 Facsimile: (806) 775-3983  w/ copy to:  Mark Yearwood Assistant City Manager and CIO City of Lubbock P.O. Box 2000 Lubbock, Texas 79457 Facsimile: (806) 775—1675
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### **Article 31. VENUE**

THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.

### **Article 32. Entire Agreement**

This Agreement represents the entire and sole agreement between the MPO and Consultant with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or other agreements, whether written or oral. This Agreement may not be modified or amended except in writing and duly executed by each party hereto.

### **Article 33 No Joint Venture**

Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Consultant and the MPO.



#### **Article 34     Savings Provision**

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent of the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.

#### **Article 35     No Third Party Beneficiaries**

Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than MPO and Consultant.

#### **Article 36     Authority**

Consultant represents and warrants to MPO that it has taken all actions necessary to authorize the party executing this Agreement to bind, in all respects, Consultant to all terms and provisions of this Agreement and that such person possesses authority to execute this Agreement and bind Consultant hereto.

#### **Article 37     Non-Arbitration (*Required by the City of Lubbock*)**

The Consultant reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the Consultant shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, the former shall control.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**MPO**

**CONSULTANT**

\_\_\_\_\_  
Karen Gibson, Chair  
Transportation Policy Committee

\_\_\_\_\_  
Glen Robertson  
Mayor, City of Lubbock

ATTEST:

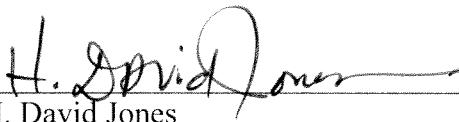
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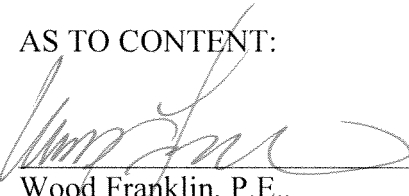
\_\_\_\_\_  
Tammy Walker, MPO Secretary

\_\_\_\_\_  
Becky Garza, City Secretary

AS TO CONTENT:


AS TO CONTENT:

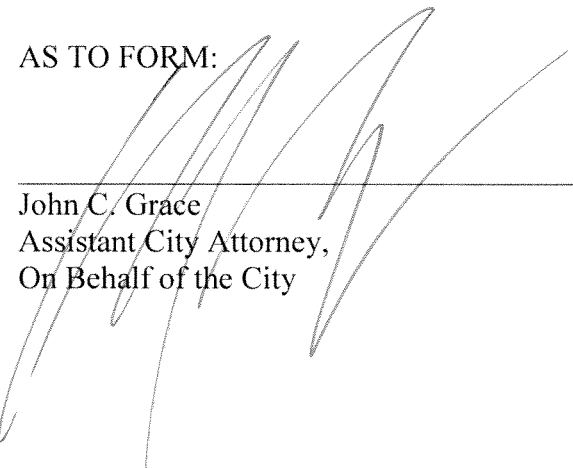
  
\_\_\_\_\_  
H. David Jones  
Transportation Planning Director

  
\_\_\_\_\_  
Wood Franklin, P.E.,  
City Engineer

AS TO FORM:

AS TO FORM:

  
\_\_\_\_\_  
Laura Pratt  
Assistant City Attorney,  
On Behalf of the MPO,  
Per MOU

  
\_\_\_\_\_  
John C. Grace  
Assistant City Attorney,  
On Behalf of the City

## **EXHIBIT A**

### **Scope of Services**

#### **Traffic Engineering Services**

The following items shall be included in the scope of services to be rendered by Consultant pursuant to this Agreement, hereinafter referred to as "Project". It is understood and agreed that unless this Agreement is extended by Parties, mutually and in writing, no activity or compensation therefore shall be made after September 30, 2015, and that the Project shall be completed in full before said date except as otherwise provided for in this Scope of Services.

The stated purpose of this project is to update the Lubbock MPO's Congestion Management System Plan in accordance with SAFETEA-LU requirements as necessary.

This project will result in data collection that will be used to update the LMPO Congestion Management System Plan:

- (1) The City will compile and report the Level of Service information contained in the Congestion Management Plan
- (2) The City will provide the LMPO assistance in identifying crash locations within the Metropolitan Area Boundary. The information will include producing a map showing the number, location, and type of crash.
- (3) At the conclusion of this Scope of Services, Consultant will be able to continue to provide the technology to support long and short range planning activities including data collection and analysis, federal reporting, and demographic analysis.

All subtasks set out in this Scope of Services shall be complete on or before **September 30, 2015**, unless extended by the Technical Advisory Committee and approved in the following year's Unified Planning Work Program. This task and all associated sub-tasks are annual ongoing elements.

Construction and/or performance progress shall be reported monthly to the Technical Advisory Committee by the Project Manager.

Consultant will be responsible for any and all research, investigation, and data recovery necessary to perform the described services.

Consultant will be responsible for any and all data interpretation, compilation and entry necessary to complete this project.

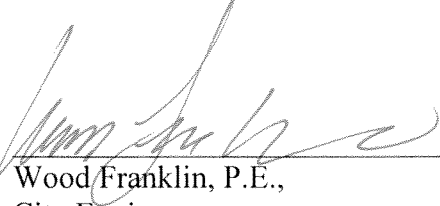
Consultant will be responsible for any survey necessary to perform the data collection, all coordination among the stakeholders, and any mobilization necessary to implement the services to be provided.

Collected data will be used by the Lubbock Metropolitan Planning Organization (LMPO) to update the Travel Demand Model, Metropolitan Transportation Plan, Transportation Improvement Program, and the Congestion Management Plan as required by law and policies of the various stakeholders.

APPROVED:

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H. David Jones  
Transportation Planning Director



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Wood Franklin, P.E.,  
City Engineer

**APPENDIX A  
DEBARMENT CERTIFICATION  
(Negotiated Contracts)**

- (1) City of Lubbock, as **CONSULTANT**, certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default.
- (2) Where the **CONSULTANT** is unable to certify to any of the statements in this certification, such **CONSULTANT** shall attach an explanation to this certification.

\*federal, state or local

\_\_\_\_\_  
Authorized Signatory, Title

\_\_\_\_\_  
Date

**APPENDIX B**  
**CERTIFICATION FOR CONTRACTS, GRANTS,**  
**LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Consultants shall certify and disclosure accordingly.

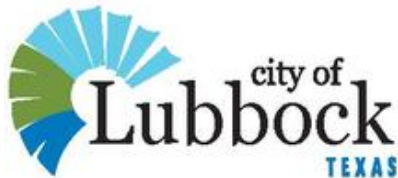
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Authorized Signatory, Title

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Date



## Regular City Council Meeting

6. 11.

Meeting Date: 09/25/2014

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### Information

#### Agenda Item

**Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Amendment 5 to a Professional Services Contract with Halff Associates, Inc. of Fort Worth, Texas for the Video Inspection of Storm Sewers – Phase 2, RFQ 10-110-MA.

#### Item Summary

Amendment 5 provides a time extension in order to provide a thorough and accurate review of the results in the Storm Sewer Video Inspection Final Report. Some late weather delays slowed the collection of data, and this extension is needed to provide sufficient time for staff to review the final report and provide comments back to Engineer. This will be the completion of the work that has been done under the current contract with Halff Associates, Inc.

City Council awarded the original contract to Halff Associates, Inc. on October 14, 2010 for an amount not to exceed \$955,000. Amendment 1 was for a time extension only in order to conduct additional linear footage of inspection with available funds under the original contract. Amendment 2 added approximately 90,000 linear feet to be inspected along with additional time to extend the contract until December 31, 2012 for an additional amount of \$973,000. Amendment 3 added approximately 70,000 linear feet to be inspected along with additional time to extend the contract until March 31, 2014 for an additional amount of \$600,000. Amendment 4 was for a time extension only while City crews installed additional manholes for better access and a more complete video inspection. The total contract amount is \$2,528,000 with no additional fee under this amendment.

#### Fiscal Impact

There is \$3,600,000 appropriated in Capital Project 8070, Video Inspection of Storm Sewers.

#### Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

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### Attachments

Resolution - Halff Associates

Amendment - Halff Associates

CIP Spreadsheet

CIP Detail Sheet

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## RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 5 to that certain Agreement for Professional Engineering Services ("Original Agreement"), dated October 14, 2010 by and between the City of Lubbock and Halff Associates, Inc. of Richardson, Texas, said Original Agreement related to video inspection and assessment of the storm sewer infrastructure in the Arnett Benson and Avenue R drainage basins and the development of a comprehensive geospatial database, and related documents. Said Amendment No. 5 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
R. Keith Smith, Director of Public Works

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Richard Casner, Assistant City Attorney



**AMENDMENT NO. 5  
TO AGREEMENT  
OF LUBBOCK, TEXAS  
AND  
HALFF ASSOCIATES, INC.  
FOR ENGINEERING SERVICES**

ENGINEERING SERVICES TO: Perform a video inspection and assessment of the storm sewer infrastructure in the Arnett Benson and Ave. R drainage basins and to develop a comprehensive geospatial database that integrates the storm sewer schematic with all supporting data, Project NO. #8070 and Contract NO. # 9786 hereinafter referred to as "the Project."

THIS IS AN AMENDMENT TO THE AGREEMENT dated October 14, 2010 and entered into by and between the CITY OF LUBBOCK, TEXAS, hereinafter called "Owner," and HALFF ASSOCIATES, INC., hereinafter called the "Engineer," of 1201 N. Bowser Rd in Richardson, Texas. The original Agreement was approved by City Council action on October 14, 2010, Resolution No. 2010 R0492.

This amendment is a time extension for the original agreement, such that the Agreement and Amendment shall terminate at the close of business on December 31, 2014, unless a mutual agreement is made by the Owner and the Engineer to extend the agreement.

This amendment does not include any fee increase or any additional compensation to the Engineer. The extended time is necessary to allow the Owner sufficient time to review and provide comments on the final project report and for the Engineer to respond to and address said comments.

All other portions of the original Agreement and previous Amendments shall remain in place and are not altered by this amendment.

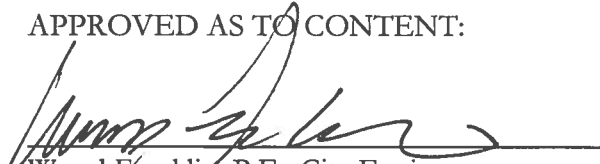
Executed in three counterparts (each of which is an original) on behalf of Engineer by its Vice President shown below and on behalf of Owner this ~~8th day of September, 2014.~~ 2

CITY OF LUBBOCK:

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

APPROVED AS TO CONTENT:

ATTEST:

  
\_\_\_\_\_  
Wood Franklin, P.E., City Engineer

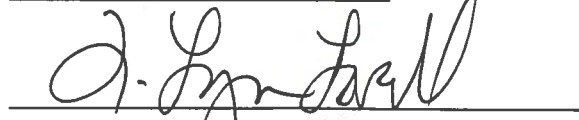
\_\_\_\_\_  
Rebecca Garza, City Secretary


  
\_\_\_\_\_  
Michael Keenum, P.E., CFM, Stormwater Engineer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Richard Casner, Natural Resources and Utility Attorney

HALFF ASSOCIATES, INC.

  
\_\_\_\_\_  
T. Lynn Lovell, P.E., CFM  
Vice President

  
\_\_\_\_\_  
Erin Atkinson, P.E., CFM, GISP  
Project Manager

Mailing Addresses:

For the purpose of this agreement, the following addresses shall be used to mail all required notices, reports, claims and correspondence:

For: Halff Associates, Inc.  
4000 Fossil Creek Blvd.  
Fort Worth, Texas 76137  
Attn: Erin Atkinson, P.E., CFM, GISP

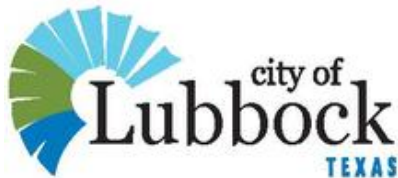
For: City of Lubbock  
1625 13<sup>th</sup> Street  
Lubbock, Texas 79401  
Attn: Michael Keenum, P.E., CFM

**Capital Project  
Project Cost Detail**

Capital Project Number:	8070
Capital Project Name:	Video Inspection of Storm Sewers

	<u><b>Budget</b></u>
<i>Encumbered/Expended</i>	
RJN Group Phase I	\$ 1,032,687
Halff Associates Phase II	955,000
Halff Associates Phase III	973,000
Halff Associates Phase IV	600,000
Administrative Charges	<u>10,326</u>
 <i>Agenda Item September 25, 2014</i>	
Amendment No. 5 Professional Services Contract	-
<b><i>Encumbered/Expended To Date</i></b>	<u><u>\$ 3,571,013</u></u>
 <i>Estimated Costs for Remaining Appropriation</i>	
Future Work	<u>28,987</u>
<b><i>Remaining Appropriation</i></b>	<u><u>28,987</u></u>
 <b>Total Appropriation</b>	<u><u>\$ 3,600,000</u></u>





**Regular City Council Meeting**

**6. 12.**

**Meeting Date:** 09/25/2014

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**Information**

**Agenda Item**

**Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a street use license with Evergreen Alliance Golf Limited, L.P. for the use of dedicated streets for eight private underground water lines in the Lakeridge Addition, Vicksburg Avenue and 91st Street, Lubbock, Texas.

**Item Summary**

Evergreen Alliance Golf Limited has requested a street use license to use portions of dedicated streets for eight private underground water lines in the Lakeridge Addition.

The term of the license is for twenty years payable every five years in advance and each successive five-year term not to exceed twenty years, unless either party shall give written notice of termination to the other party. The license fee for each five-year period is \$1,752 payment in advance, pursuant to current City policy.

Public Works Engineering and all utility companies are in agreement with the street use license.

**Fiscal Impact**

Yearly income of \$350 to the City.

**Staff/Board Recommending**

R. Keith Smith, Director of Public Works

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**Attachments**

Resolution & License - Evergreen Alliance

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**RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Street Use License, by and between the City of Lubbock and Evergreen Alliance Golf Limited, L.P., and all related documents. Said License is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this \_\_\_\_\_, 2014.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chad Weaver, City Attorney

St Use Lic- Evergreen Alliance Golf Limited LP  
8.14.14

**STREET USE LICENSE**

THE STATE OF TEXAS                    §  
COUNTY OF LUBBOCK                    §                    KNOW ALL MEN BY THESE PRESENTS:

This License made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, and **Evergreen Alliance Golf Limited, L.P.**, hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions and provisions herein, the CITY OF LUBBOCK does hereby grant to the LICENSEE, the right, privilege and license to use a portion of dedicated street to construct private underground waterlines described in attached Exhibits "A, B, C, D, E, F, G, H". All work by LICENSEE to construct, lay, maintain, inspect, operate, replace, change, test, alter, access or remove the private underground waterlines under any street must be done by boring or other method so as to not use the surface of any street, as LICENSEE has no right, use or privilege to enter upon the surface of the street in regard to its waterlines.

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for a successive five (5) year term not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party sixty (60) days before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **4851 LBJ Freeway, Suite 600, Dallas, TX, 75240, Dallas, Texas, 75240**, or the last known address of LICENSEE.

Upon the expiration or cancellation and revocation of this License by the CITY OF LUBBOCK, or the abandonment of this License by the LICENSEE, the improvements that are permitted under this license shall be removed by the LICENSEE and the property shall be restored to its original condition at no cost or expense to the CITY OF LUBBOCK. In the event LICENSEE fails or refuses to remove such improvements after demand by the CITY OF LUBBOCK, the CITY OF LUBBOCK shall take possession and remove or cause to be removed such improvements, and the expense incurred shall be assessed against LICENSEE, for which LICENSEE shall be liable.

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of ONE THOUSAND SEVEN HUNDRED FIFTY TWO DOLLARS cash in advance contemporaneously with the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

2. The LICENSEE agrees to pay all costs arising out of the exercise of this License herein granted including, but not limited to, the cost of cleanup of any oil, hazardous substance, or other material, the replacement and repair of paving, sidewalks and utilities of any nature damaged as a result of the construction authorized by the license.

3. In the event the CITY OF LUBBOCK determines that the License herein granted interferes with or causes the rerouting or realignment of any public utility, franchised utility or sanitary or storm sewer line constructed or to be constructed by the CITY OF LUBBOCK or franchised utility, LICENSEE agrees to reimburse the CITY OF LUBBOCK or such utility, as the case may be, for its expense in relocating or rerouting over and above the expense which would have been incurred except for LICENSEE'S use herein.



4. This License is not transferable by the LICENSEE without first receiving the written consent of the City Manager of the CITY OF LUBBOCK.

5. This License is made subject to the condition that should the LICENSEE exercise any right under this License and prepare or begin or complete any part of the construction as herein contemplated across any or all of the above described property, then and in that event, said LICENSEE, its successors and assigns, will at all time defend, indemnify and otherwise hold the CITY OF LUBBOCK, its agents, servants and employees harmless from any and all claims, demands, actions, causes of action and suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this license or the construction or maintenance use permitted herein. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by LICENSEE to perform the construction, repair or maintenance permitted herein, which agreement will indemnify the CITY OF LUBBOCK from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractors. The CITY OF LUBBOCK may further require any of said contractors, when engaged in the construction, repair or maintenance permitted herein, to furnish, without expense to the CITY OF LUBBOCK, a reliable surety bond, in an amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of public liability insurance assumed by said contractors in said agreement with the CITY OF LUBBOCK. The CITY OF LUBBOCK agrees to give notice to LICENSEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same.

6. LICENSEE agrees and is required to furnish a certificate of public liability and property damage insurance within limits specified by and in a form satisfactory to the City Attorney for the CITY OF LUBBOCK, and which names the CITY OF LUBBOCK as an additional insured, said policy covering the uses herein granted.

7. All of the covenants and provisions of this License shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized agents and contractors of the parties hereto to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by the LICENSEE, its successors or assigns shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph four (4).

8. LICENSEE, by the acceptance of the uses permitted herein, understands and agrees that no interest, title or rights of possession are intended or implied except those expressly set forth herein, and LICENSEE waives any and all claims in and to the public way it is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation of this License. No interest for real property is conveyed or granted by this License.

9. The CITY OF LUBBOCK reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the CITY OF LUBBOCK shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

CITY OF LUBBOCK

By: \_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher  
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver  
Chad Weaver, City Attorney

AGREED TO AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

EVERGREEN ALLIANCE GOLF LIMITED, L.P.

By: Patrick O'Brien  
PATRICK O'BRIEN  
§ on behalf of Evergreen Alliance Golf

THE STATE OF TEXAS

COUNTY OF LUBBOCK

§  
§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **GLEN C. ROBERTSON**, Mayor of the City of Lubbock, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

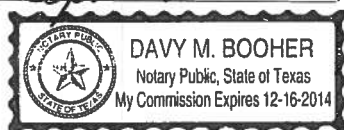
THE STATE OF TEXAS

COUNTY OF LUBBOCK

§  
§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Patrick T. O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and as an act and deed of said **Evergreen Alliance Golf Limited, L.P.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10<sup>th</sup> day of September, 2014.

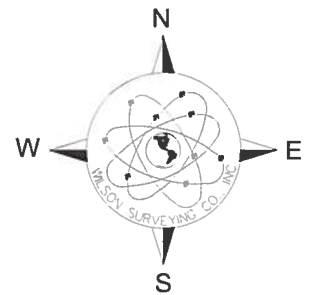
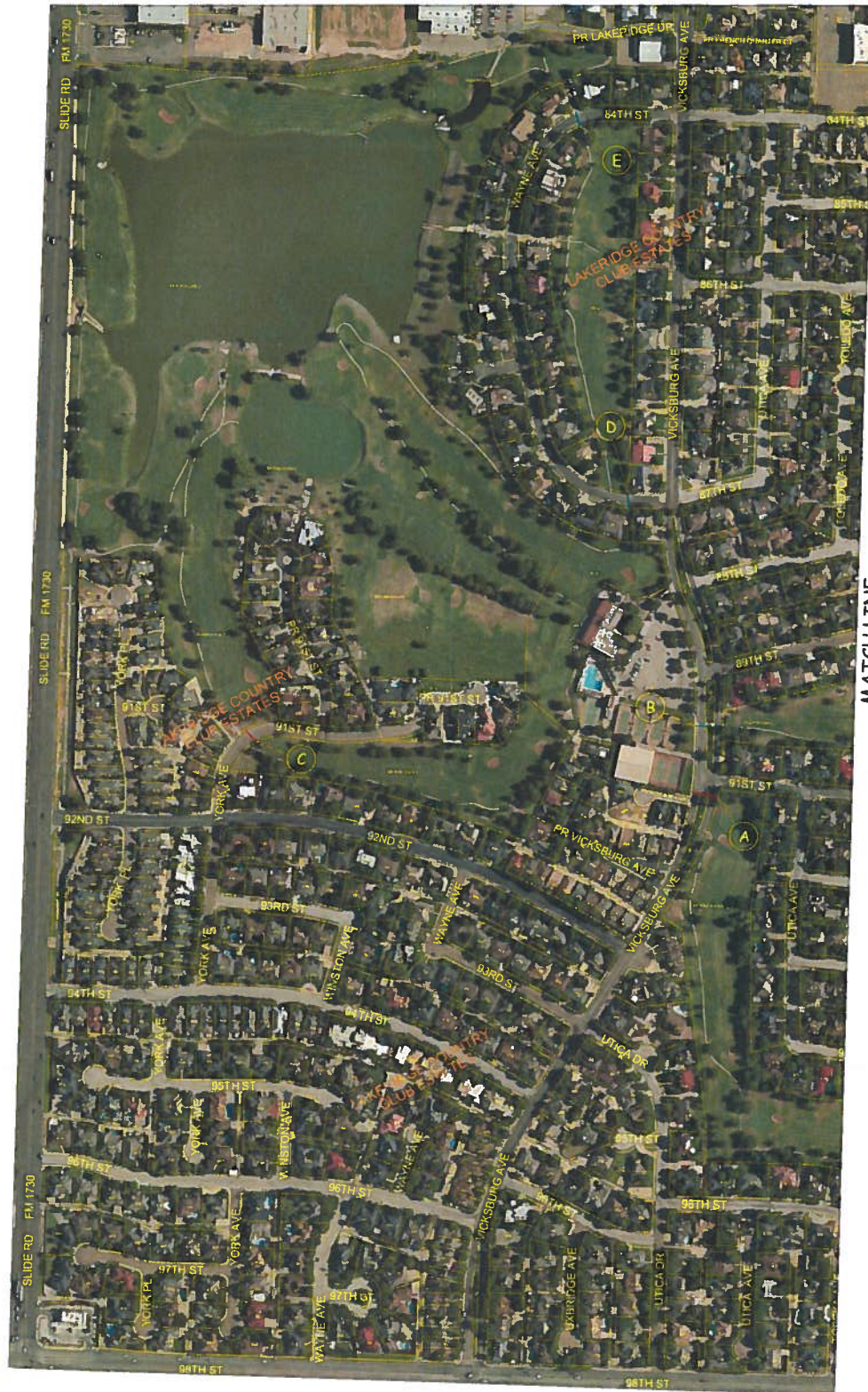


Davy Booher  
Notary Public in and for the State of Texas

My Commission Expires: 12-16-2014

Licenses/Street Use Lic- Evergreen Alliance Golf Limited LP  
8.14.14

INDEX MAP OF PROPOSED STREET USE LOCATIONS  
LOCATED WITHIN  
**LAKERIDGE COUNTRY CLUB ESTATES**  
TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS  
SHEET 1 of 10



SCALE: 1" = 600'  
AUGUST 1, 2014

(A) EXHIBIT LABEL



WILSON SURVEYING Co., INC.

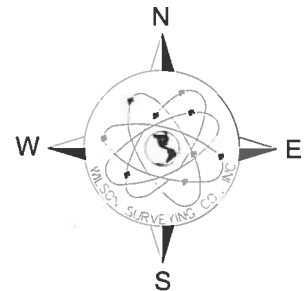
Registered Professional Land Surveyors  
Lubbock, Texas

3330 - 70th Street, Suite 201 • Lubbock, Texas 79413  
Office 806.792.4731 Fax 806.792.1646





INDEX MAP OF PROPOSED STREET USE LOCATIONS  
LOCATED WITHIN  
**LAKERIDGE COUNTRY CLUB ESTATES**  
TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS  
SHEET 2 of 10



SCALE: 1" = 600'  
AUGUST 1, 2014

(A) EXHIBIT LABEL



WILSON SURVEYING Co., INC.

Registered Professional Land Surveyors  
Lubbock, Texas

3330 - 70th Street, Suite 201 • Lubbock, Texas 79413  
Office 806 792 4731 Fax 806 792 1646

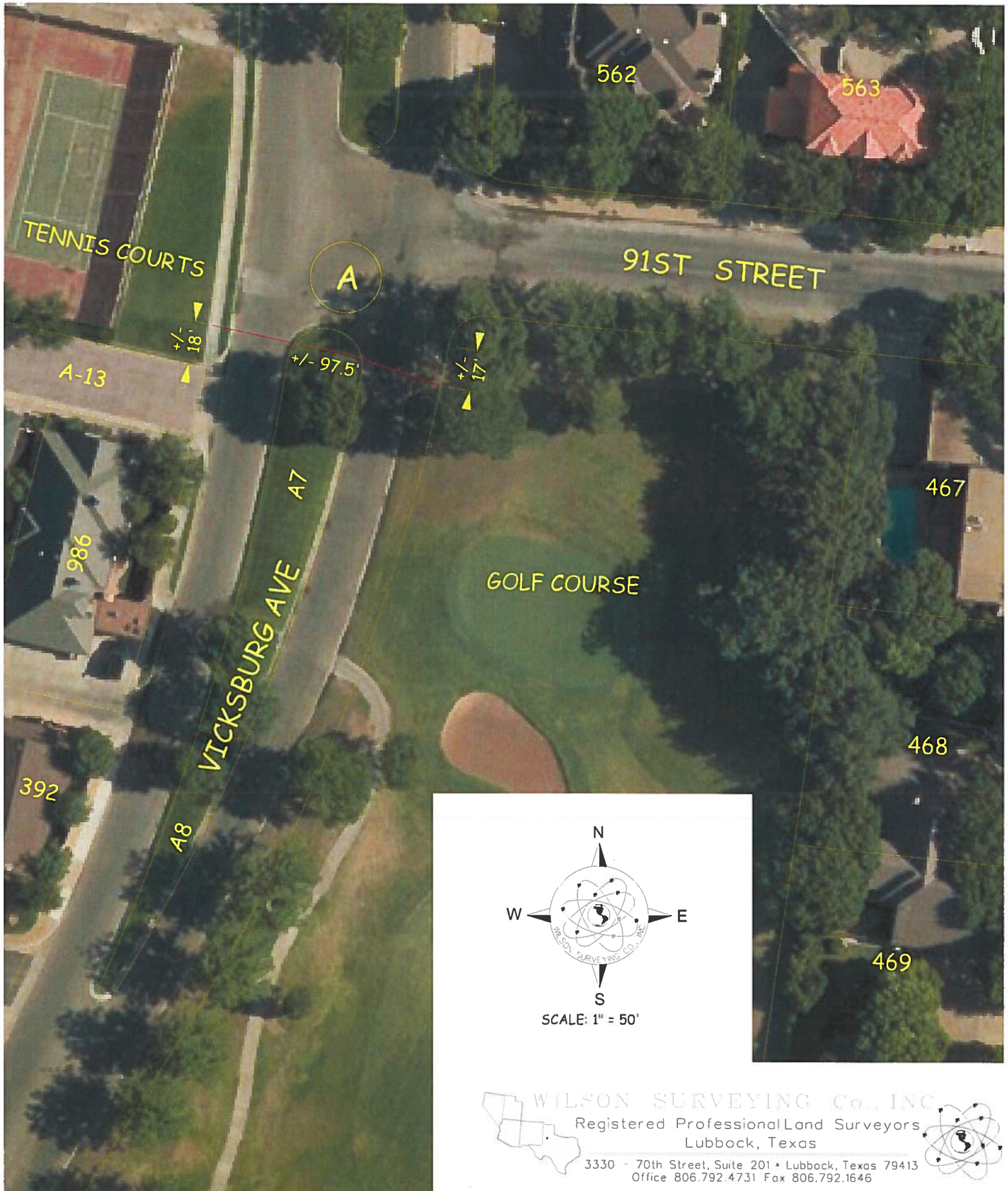


437 820



SKETCH OF PROPOSED STREET USE LOCATION  
LOCATED WITHIN  
**LAKERIDGE COUNTRY CLUB ESTATES**  
TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS  
SHEET 3 of 10

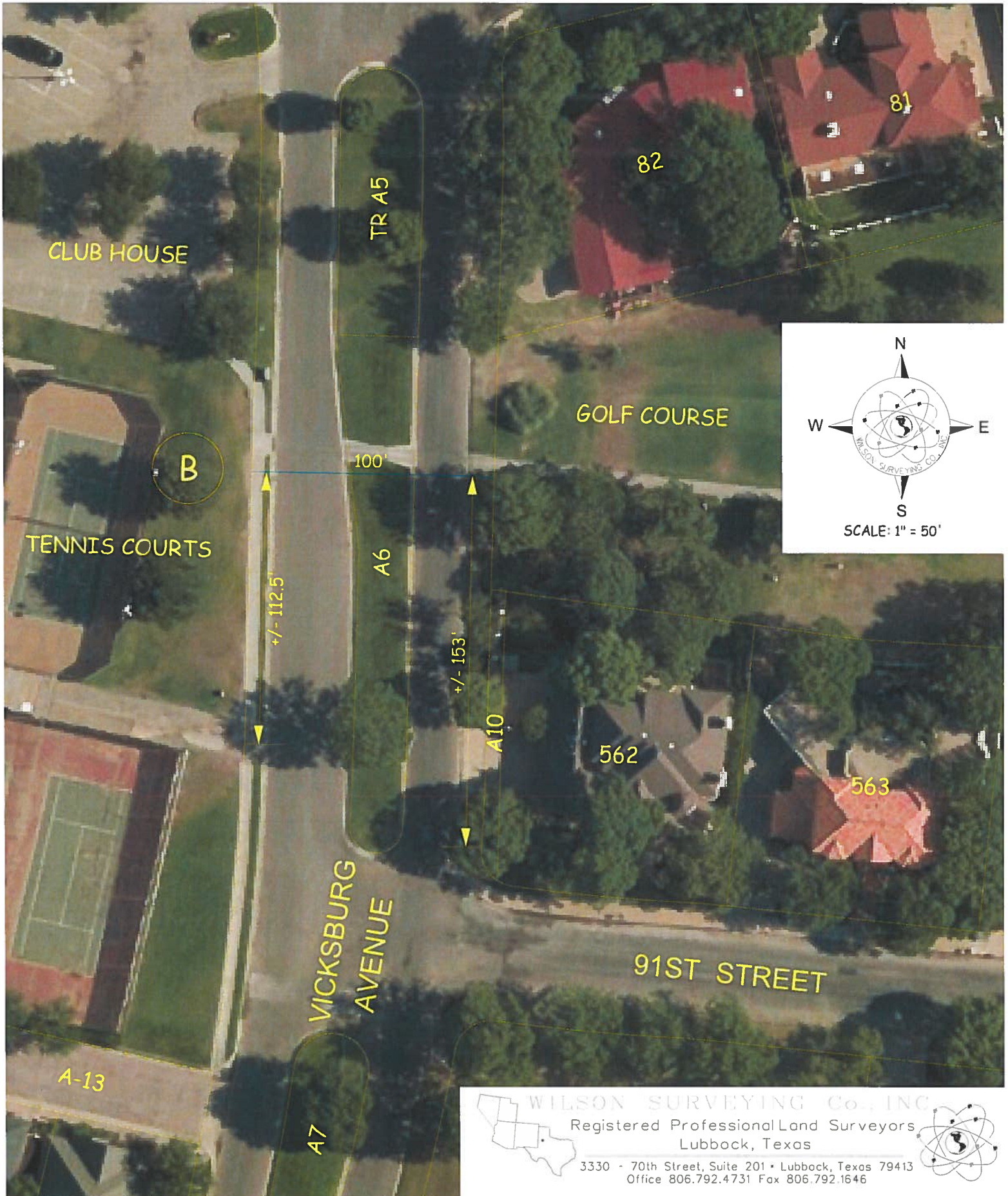
EXHIBIT "A"





SKETCH OF PROPOSED STREET USE LOCATION  
LOCATED WITHIN  
**LAKERIDGE COUNTRY CLUB ESTATES**  
TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS  
SHEET 4 of 10

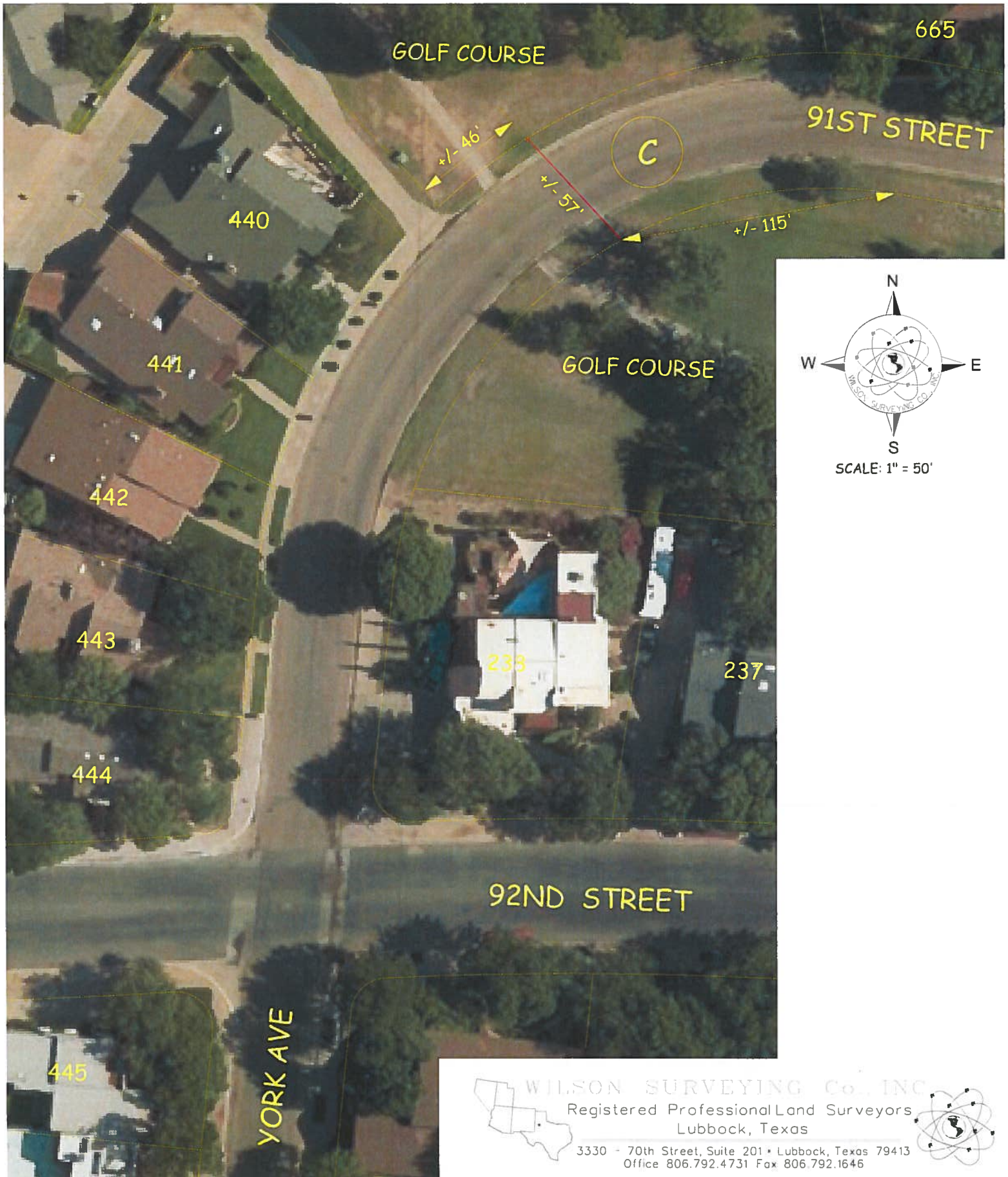
EXHIBIT "B"





SKETCH OF PROPOSED STREET USE LOCATION  
LOCATED WITHIN  
**LAKERIDGE COUNTRY CLUB ESTATES**  
TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS  
SHEET 5 of 10

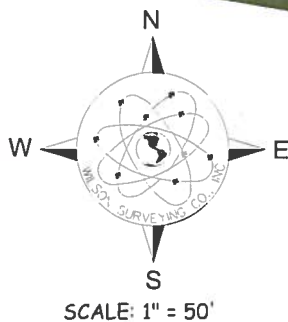
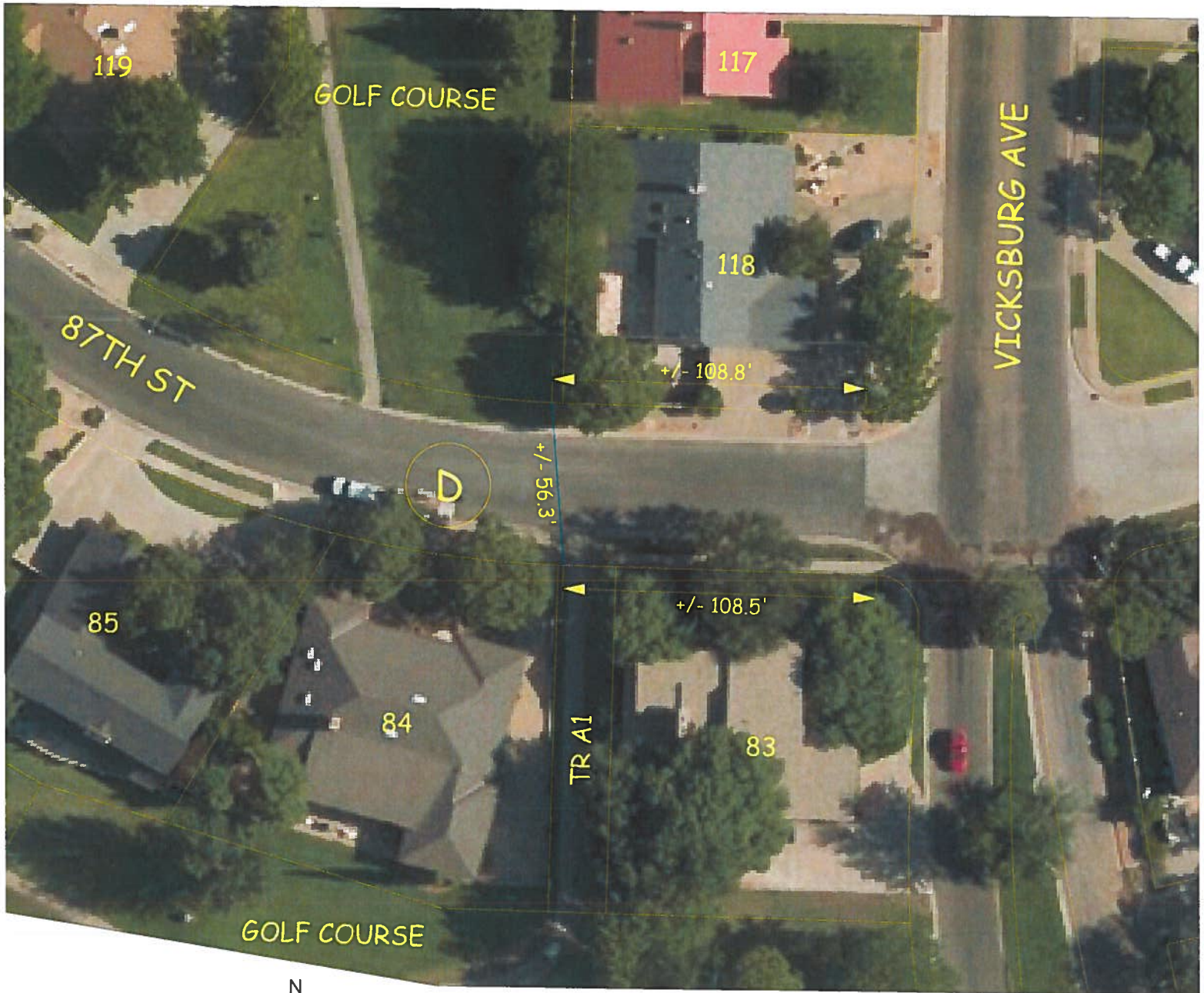
EXHIBIT "C"





SKETCH OF PROPOSED STREET USE LOCATION  
LOCATED WITHIN  
**LAKERIDGE COUNTRY CLUB ESTATES**  
TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS  
SHEET 6 of 10

EXHIBIT "D"



**WILSON SURVEYING CO., INC.**  
Registered Professional Land Surveyors  
Lubbock, Texas

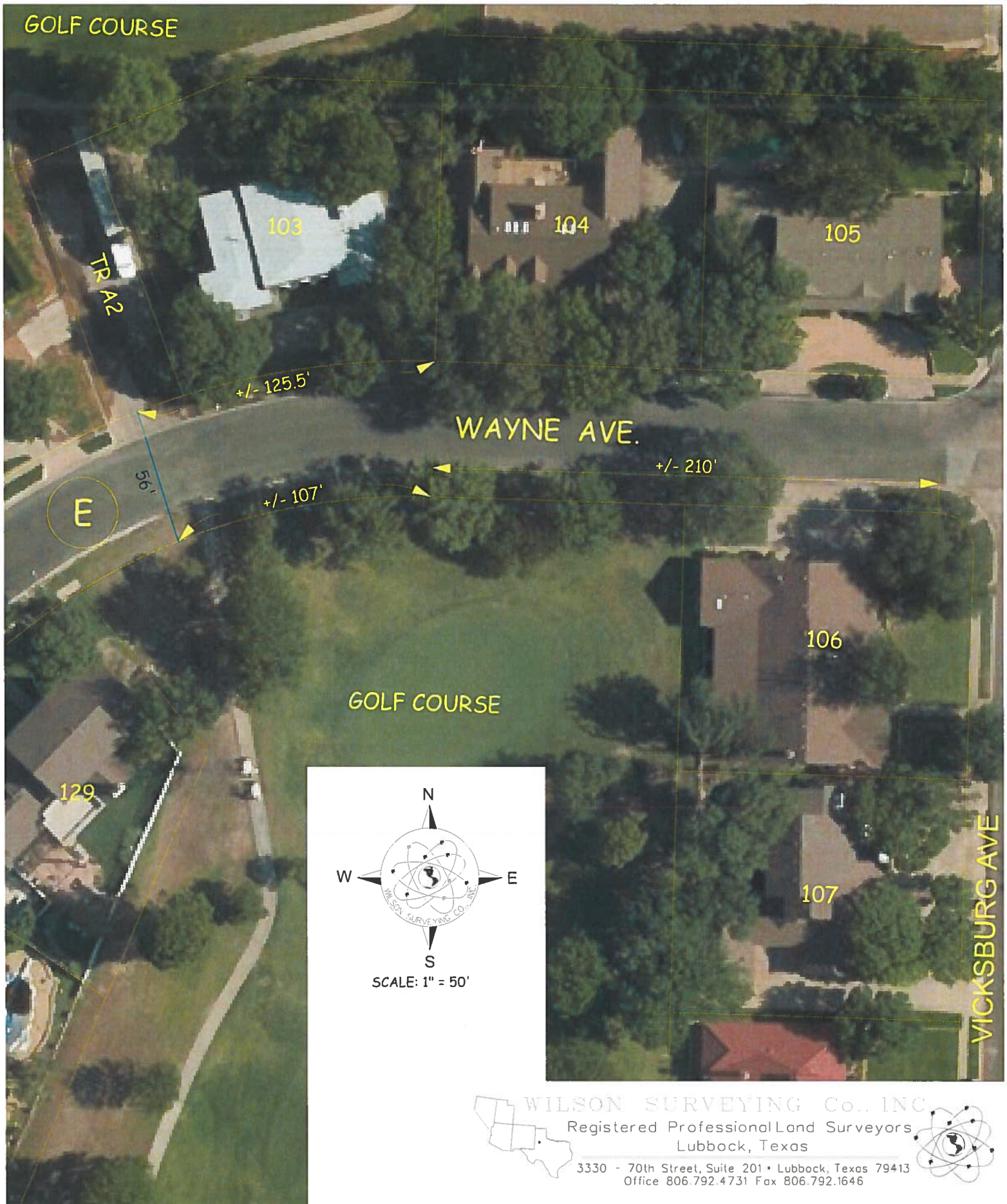
3330 - 70th Street, Suite 201 • Lubbock, Texas 79413  
Office 806.792.4731 Fax 806.792.1646





SKETCH OF PROPOSED STREET USE LOCATION  
LOCATED WITHIN  
**LAKERIDGE COUNTRY CLUB ESTATES**  
TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS  
SHEET 7 of 10

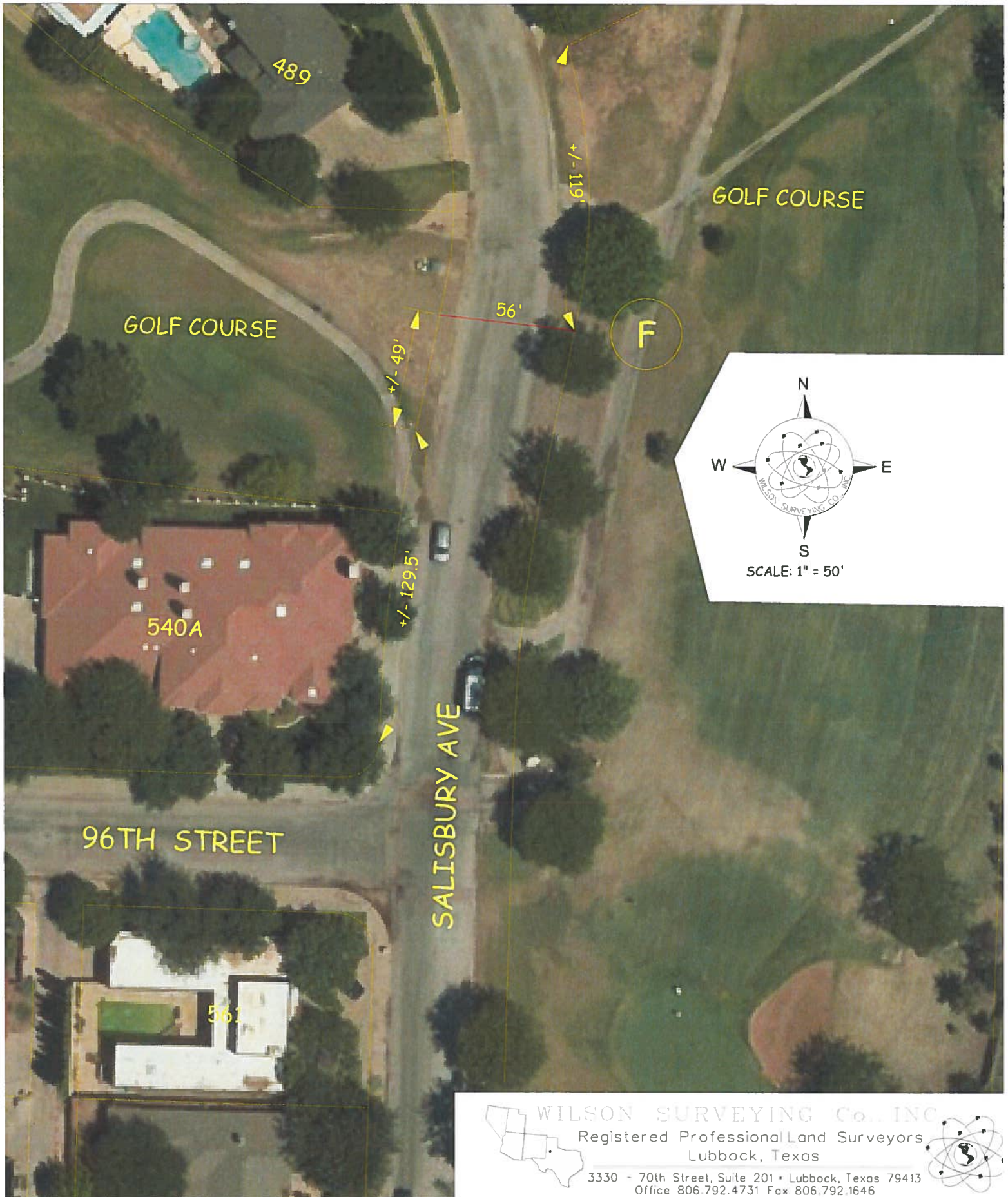
EXHIBIT "E"





SKETCH OF PROPOSED STREET USE LOCATION  
LOCATED WITHIN  
**LAKERIDGE COUNTRY CLUB ESTATES**  
TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS  
SHEET 8 of 10

EXHIBIT "F"



**WILSON SURVEYING CO., INC.**  
Registered Professional Land Surveyors  
Lubbock, Texas

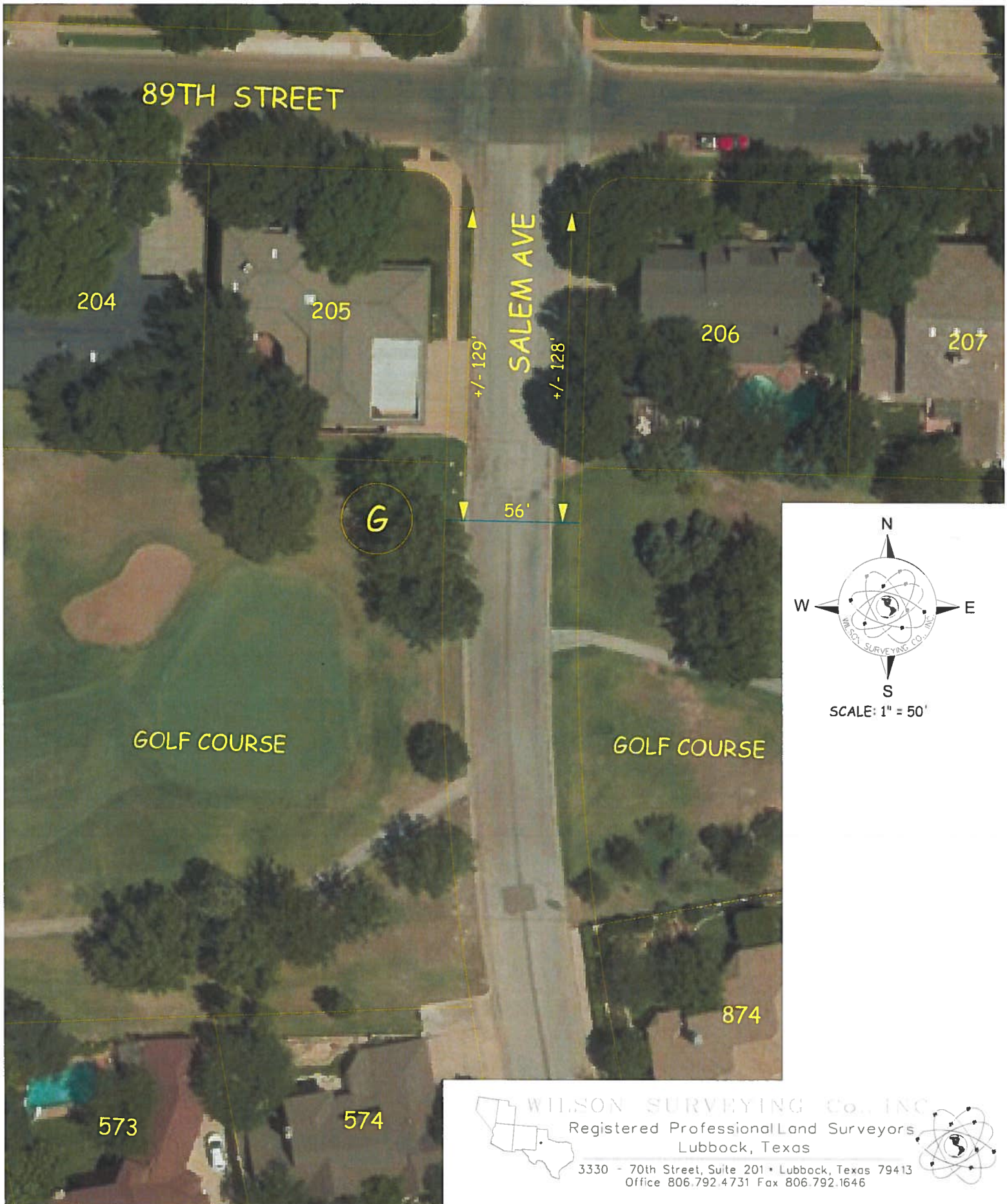
3330 - 70th Street, Suite 201 • Lubbock, Texas 79413  
Office 806.792.4731 Fax 806.792.1646





SKETCH OF PROPOSED STREET USE LOCATION  
LOCATED WITHIN  
**LAKERIDGE COUNTRY CLUB ESTATES**  
TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS  
SHEET 9 of 10

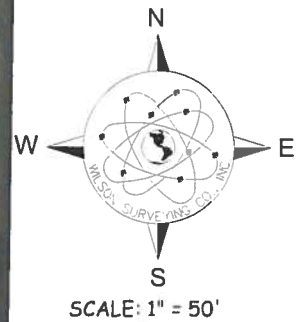
EXHIBIT "G"





SKETCH OF PROPOSED STREET USE LOCATION  
LOCATED WITHIN  
**LAKERIDGE COUNTRY CLUB ESTATES**  
TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS  
SHEET 10 of 10

EXHIBIT "H"



WILSON SURVEYING Co., INC.

Registered Professional Land Surveyors  
Lubbock, Texas

3330 - 70th Street, Suite 201 • Lubbock, Texas 79413  
Office 806.792.4731 Fax 806.792.1646





## Regular City Council Meeting

6. 13.

Meeting Date: 09/25/2014

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### Information

#### Agenda Item

**Resolution - Public Works:** Consider a resolution authorizing the Mayor to execute contract 11796 with South Plains Communications for radio tower inspection, maintenance and repair, RFP 14-11796-DG.

#### Item Summary

The contract will provide annual radio tower inspections, maintenance and repair at various tower sites. South Plains Communication is the distributor for radios manufactured by General Electric Microwave Data Systems (GEMDS) used by Public Works . Services will be on an as needed basis at a rate of \$90 per hour. The contract term is for one year with the option for four one-year renewals.

Proposals were received from the following contractors:

Company	Points
South Plains Communications of Lubbock, TX	500
Pinnacle Wireless USA Inc., of Fair Lawn, NJ	355
Houston Tower Service Inc., of Lubbock, TX	315

Responses to the RFP were evaluated by the evaluation committee. Evaluation criteria published in the RFP included: Qualifications, 25%; Record of Performance, 15%; Cost, 20%; Work History, 20%; and Training and safety record, 20%.

South Plains Communications, a local company, has completed several successful radio system projects with the City. Staff recommends contract award to South Plains Communications, of Lubbock, Texas for an amount not to exceed \$100,000 over five years. The contract is awarded by hourly rate. The contract term is for one year with the option to renew for four additional one-year terms.

#### Fiscal Impact

Annual expenditures will not exceed \$20,000 and will be funded in the operating budgets shared among four cost centers in the water fund as approved by City Council.

#### Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

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### Attachments

Resolution - South Plains Communications

Contract - South Plains Communications

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**RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11796 for Radio Tower Inspection, Maintenance and Repair per RFP 14-11796-DG, by and between the City of Lubbock and South Plains Communications, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
R. Keith Smith, P.E., Director of Public Works

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

RES.Contract-South Plains Communications  
August 28, 2014

**City of Lubbock, TX  
Contract for Services  
Radio Tower Maintenance, Inspection and Repair**

**THIS CONTRACT** made and entered into this 11th day of September, 2014, by and between the City of Lubbock ("City"), and South Plains Communications, of Lubbock, Texas, ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for Radio Tower Maintenance, Inspection and Repair and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Radio Tower Maintenance, Inspection and Repair.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City Radio Tower Maintenance, Inspection and Repair and more specifically referred to in the proposal submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the proposal and Specifications attached hereto. The contract shall be for a term of one year, with the option of four, one year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. The City does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	
Commercial General Liability	\$1,000,000
General Aggregate	
w/Heavy Equipment	
Products-Comp/Op AGG	
Personal & Adv. Injury	
Contractual Liability	

Automotive Liability	\$1,000,000
Combined Single Limit	
Any Auto	

Workers Compensation or Employer's Liability	Statutory Amounts
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The City of Lubbock shall be named as additional insured on a primary and Non-Contributory basis on Auto/General Liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. **Copies of all endorsements are required.**

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty

30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
11. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
12. This Contract consists of the following documents set forth herein; Invitation to Bid No. 14-11796-DG, Specifications, and the Bid Form.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

CONTRACTOR

\_\_\_\_\_  
Glen C. Robertson, Mayor

BY   
Authorized Representative

ATTEST:

Math Reid  
Print Name

\_\_\_\_\_  
Rebecca Garza, City Secretary

5811 34th street  
Address

APPROVED AS TO CONTENT:

Lubbock, TX, 79407  
City, State, Zip Code

  
R. Keith Smith, P.E. Director of Public Utilities

APPROVED AS TO FORM:

  
Mitch Satterwhite, First Assistant City Attorney

**Radio Tower Inspections, Maintenance and Repair  
CITY OF LUBBOCK, TEXAS  
RFP 14-11796-DG**

**Price Proposal Sheet**

ITEM	DESCRIPTION	Hourly Rate
	Work Hours	
1.	Monday – Friday from 8:00 a.m. – 6:00 p.m.	\$90.00
2.	Weekend hourly rate	\$90.00
3.	After Hour Rate	\$90.00
4.	Emergency Rate	\$90.00

# **RADIO TOWER INSPECTION AND REPAIR SPECIFICATIONS**

## **1.0 General**

- 1.1** The City of Lubbock owns and operates multiple radio towers that provide data transmission for the Supervisory Control and Data Acquisition (SCADA) system. The towers are located throughout the City of Lubbock, areas outside the City, and the Bailey County water supply line located in Shallowater, Littlefield, Amherst, and Muleshoe, Texas. Additionally, the City owns elevated water storage facilities that require lighting and data radio antenna maintenance at the top of each tank.
- 1.2** The City of Lubbock is seeking to secure the services of a qualified firm to assume maintenance, repair, and inspection activities of the radio towers, antennas, antenna cabling, data radio equipment, tower lighting, elevated water tank lighting, and associated equipment in order to maintain the integrity of the radio communication network for the City on an “as needed” basis.
- 1.3** The firm shall be a licensed distributor for data radios as manufactured by General Electric Microwave Data Systems. The vendor shall have full capability to provide pricing estimates upon request, consultation regarding existing and future installation work, including product and installation recommendations, and shall have the expertise to fully engineer and install data radios and equipment.
- 1.5** This contract shall be in effect for a period of not less than one year from the date of Notice to Proceed, with a provision to extend the contract up to four additional one year terms if both parties are in mutual agreement to do so. The scope of work shall remain the same but may include any additional structures and equipment that may be added by the City of Lubbock.

## **2.0 Scope of Work**

- 2.1** Under the provisions of this contract, the contractor shall provide all labor, equipment, tools, vehicles, and industry standard safety gear to perform installation and repair work to the facilities and equipment described above in Section 1.
- 2.2** The contractor shall take digital photos of overall tower conditions upon request, such as hatches, paint conditions, radio antennas, cabling, ladders, and etc. Each photo shall have a caption indicating a description of the location and comments of the photograph. Each file shall be logically named by tower location. All photos shall be digitally provided to the City’s representative by means of a CD, portable flash drive, or electronic mail within three business days of completion of the inspection. During the inspections, the contractor may discover deficiencies with the tower structures that require immediate repair. The contractor shall provide reasonable and fair market pricing estimates to perform these repairs.



2.3 Tanks and / or towers that may require service during the course of this contract include the following:

- 79<sup>th</sup> & Slide Rd. – Lubbock, Tx – Radio Tower.
- 3601 S.E. Loop 289 – Lubbock, Tx. – Radio Tower
- 6001 N. Guava – Lubbock, Tx. – Water Tower, 142' high
- 3 Miles West of Shallowater on US Hwy 84 – Radio Tower, 162' High
- 3 Miles East of Littlefield on US Hwy 84 – Radio Tower, 132' High
- Near Amherst on US Hwy 84 – Radio Tower, 152' High
- 8 Miles West of Sudan on US Hwy 84 - Radio Tower, 172' High
- Approximately 12 miles West of Muleshoe, Radio Tower, 300' High
- McKenzie Park, Lubbock, Tx. Water Tower, 135' High
- 202 N. I-27
- 3601 S.E. Loop 289
- 7310 Milwaukee
- 5114 FM 1585
- Lake Alan Henry
- Elevated Water Tank at 35<sup>th</sup> & Ave. W
- Elevated Water Tank at 50<sup>th</sup> & Joliet
- Elevated Water Tank at 74<sup>th</sup> & Genoa Ave.

2.4 The contractor shall coordinate with the City's representative to determine a priority listing of all equipment that need immediate repair or replacement. **No work shall be performed without advance approval of the City's representative.** The contractor shall provide a written cost estimate for all labor, parts, and equipment to the City's representative prior to beginning any work.

2.5 Once a priority list has been prepared by the contractor and approved by the City's representative, the contractor shall begin work to repair all items listed.

2.6 The contractor shall perform a full visual inspection of each tower or structure prior to performing any work on the structure to insure a safe ascent. Contractor shall note the condition of the structure and record any structural defects. **In all instances, industry safety standards must be followed by all parties.**

2.7 The City of Lubbock makes no guarantee of continuation of tasks. There may be periods of time when no work is requested of the contractor. The contractor shall make reasonable effort to schedule requested work in a timely manner for the City. The City shall make reasonable effort to schedule work in advance to avoid scheduling conflicts with the contractor.

2.8 After all requested work has been completed for any tower or tank, the vendor shall submit a full written report of overall condition of the structure, citing any

deficiencies of the structure or peripheral equipment installed on or around the structure. Vendor shall complete a form with the following information and return to the City's Representative:

#### TOWER SITE INFORMATION

Site Name:

Location:

TxDOT Rep.

District

Longitude:

Latitude:

Tower Height w/o Attachments.

Face Width of Tower:.

Type of Tower: ☐ Guyed ☐ Self-supporting ☐ Monopole ☐ Other (Desc.)

Tower Construction: ☐ Angle ☐ Tubular ☐ Solid Rod ☐ Other (Describe)

Tower Manufacturer:

Tower Make/Model:

Tower Lighting System Manufacturer: ☐ TWR ☐ Hughey/Phillips ☐ Other

Lighting Controller Model #:

Serial #

Type of Lighting System: ☐ Red Obstruction ☐ Standard Red

☐ Med. Intensity ☐ Dual ☐ None

# of Beacon Bulbs:

# of Sidelight Bulbs:

TOWER CONDITION SUMMARY	Good	Fair	Poor	PM Performed	Problem & Explanation
A. Foundation/Anchors					
B. Structure					
D. Guy Wires					
E. Paint					
G. Electrical System					
H. Antennas/Waveguide					
I. Grounding					
Ground Reading:					
J. Safety Climbing System					
K. Compound Area					
L. Building					
Return trip required? Yes / No					Repair Rating
Reason for Return Trip					

Noted Deficiencies Not Corrected:

### **3.0 Emergency Repair**

- 3.1** During the time this contract remains in effect, the vendor shall provide emergency repair services upon request by the City's representative.
- 3.2** When possible, all work shall be performed during normal business hours, Monday through Friday between 8:00 A.M and 5:00 P.M. However, situations could arise that may require immediate assistance during nights, weekends, or holidays. Vendor shall maintain a commitment to provide repair services during the entire term of this contract. Regular and overtime rates shall be clearly stated in the bid and shall include all labor, truck, and equipment costs. Replacement items shall be quoted as the need arises. The vendor agrees that these stated charges shall apply when invoices are prepared.

### **4.0 Safety**

- 4.1** Vendor shall be responsible for maintaining a safe worksite. All workers on each crew shall adhere to safety practices using industry standards and OSHA requirements, as minimum. Crew foremen may make additions or improvements

to minimum safety standards if, in his opinion, the worksite will be safer by doing so. Safe work practice shall be enforced by the vendor's company representative. Workers that do not follow safe work practices shall be excused from the job and asked to vacate the premises.

- 4.2** City personnel that approach the job site shall adhere to the same standards as the crew performing the work. The crew foreman shall have the authority to request all persons on the job site to adhere to these standards or vacate the job site.
- 4.3** Vendor shall ensure that all workers on the job site are free of substance abuse. If the contractor has strong suspicion that any of their employees are under the influence of drugs or alcohol, it shall be the responsibility of the foreman to excuse the worker from further duty and dealt with according to the contractor's disciplinary procedures. If a City representative suspects use of drugs or alcohol by the Contractor or their employees, the City representative shall bring the matter to the attention of the firm's owner immediately. All bidders shall include information as to their respective company's substance abuse policy and / or random substance testing for their employees when bids are submitted to the Purchasing Department at bid closing.

## **5.0 Job Cleanup**

- 5.1** Upon completion of all work at each work site, the vendor shall remove all debris and rubbish. No trash or discarded materials of any type shall be buried or left anywhere on the property.
- 5.2** All empty containers shall be properly disposed of according to manufacturer recommendations.

## **6.0 Workmen Qualifications**

- 6.1** Persons well versed and talented in the art of tower maintenance and inspection shall perform all inspection and repair work. Vendor shall have a minimum of ten continuous years of experience with radio communication tower erection and removal, repair, painting, installation of antennas and transmission lines, and tower electrical lighting systems.
- 6.2** All foremen and workmen shall maintain a positive and respectful relationship with City's representative(s).
- 6.3** All services performed shall comply with applicable codes, local and state policies, guidelines, and specifications. Vendor shall secure any required licenses or permits, as required by law.

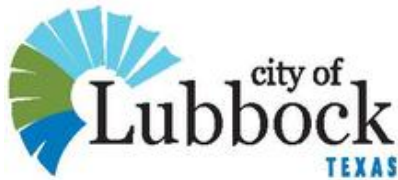
- 6.4** Vendor shall maintain control and be responsible for their own tools, equipment, and vehicles. Theft or loss shall not be the responsibility of the City of Lubbock.

## **7.0 Site Access**

- 7.1** Access to City facilities are controlled by City employees. Where applicable, vendors shall sign in before beginning work and sign out each work day. All workers on all crews shall be listed on the sign-in sheets.
- 7.2** Site access shall be gained through coordination with the City representative(s). The City representative shall provide access for the contractor by unlocking all necessary locks to allow the contractor sufficient access to perform requested work. The City representative shall ensure that all facilities are locked and secured at the end of each work day.
- 7.3** Contractor shall notify the Water Utilities Control Room operators anytime they arrive or exit City facilities. Phone numbers for the Control Room and City representatives will be provided to the successful proposer after contracts have been issued and signed by all parties.

## **8.0 Payment**

- 8.1** Upon completion of each work assignment, the Vendor shall provide full disclosure statements of work completed and total invoicing for the time period. Invoices shall accurately describe the correct location, materials expense, labor expense, and mileage expenses separately by line item and include a grand total for all work performed. Workmen names and titles shall also be listed on the invoice.
- 8.2** Within 30 days of invoice date, the City shall pay the invoice in full, barring any discrepancies. Any questions or discrepancies must be addressed immediately and resolved promptly between the Vendor and the City's representative.



**Regular City Council Meeting**

**6. 14.**

**Meeting Date:** 09/25/2014

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**Information**

**Agenda Item**

**Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute purchase order contract 33000531 with Hewlett Packard Company for the Data Center Annual Hardware Maintenance and Support Renewal.

**Item Summary**

The purchase is for the annual hardware maintenance and support renewal for the Data Center Hewlett Packard storage equipment for the term of, October 1, 2014 through September 30, 2015.

The renewal for the annual hardware maintenance and support for the Data Center is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-TSO-2538. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other Information Technology products through the DIR program. Pursuant to the Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

**Fiscal Impact**

\$114,309.31 is appropriated in the Adopted FY 2013-2014 Information Technology Operating Budget.

**Staff/Board Recommending**

Mark Yearwood, Chief Information Officer  
Assistant City Manager

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**Attachments**

Resolution & Contract - Hewlett Packard Company

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**RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 33000531 for HP Support Service, per DIR-TSO-2538, by and between the City of Lubbock and Hewlett Packard Company, of Palo Alto, Georgia, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

RES.Purch Order-HP Support Service  
August 28, 2014



## PURCHASE ORDER

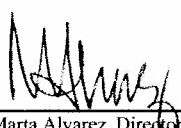
Page - 1  
Date - 09/09/2014  
Order Number 33000531 000 OP  
Branch/Plant 3410

TO: HEWLETT PACKARD COMPANY  
3000 HANOVER STREET  
PALO ALTO Georgia 30348

SHIP TO: CITY OF LUBBOCK  
INFORMATION TECHNOLOGY  
C/O MARK YEARWOOD  
1611 10TH STREET  
LUBBOCK Texas 79401

INVOICE TO: CITY OF LUBBOCK  
ACCOUNTS PAYABLE  
P.O. BOX 2000  
LUBBOCK, TX 79457

BY:

  
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 08/14/2014 Freight  
Requested 09/30/2014 Taken By K SHEPHERD  
Delivery PER J ZHINE / REQ # 44113 HP Ref# 45733479 /DIR-TSO-2538

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
HP COL EVA8100 1040 1240 0948	1.000	51,936.8400	EA	51,936.84	09/30/2014
Hdwr Support 10/01/14-9/30/15					
HP COL EVA8400 1040 1233 3554	1.000	21,480.2400	EA	21,480.24	09/30/2014
Hdwr Support 10/01/14-9/30/15					
HP COL P6500 1040 1230 4400	1.000	3,796.9900	EA	3,796.99	09/30/2014
Hdwr Support 10/01/14-9/30/15					
HP COL SERVERS 1040 1230 4400	1.000	11,593.0800	EA	11,593.08	09/30/2014
Hdwr Support 10/01/14-9/30/15					
COL TAPE LIBR 1040 1224 1906	1.000	6,674.4000	EA	6,674.40	09/30/2014
Hdwr Support 10/01/14-9/30/15					
HP EVA4000 1 1040 1240 0204	1.000	9,118.5600	EA	9,118.56	09/30/2014
Hdwr Support 10/01/14-9/30/15					
HP EVA4000 2 1040 1240 0368	1.000	3,510.0000	EA	3,510.00	09/30/2014
Hdwr Support 10/01/14-9/30/15					
HP MSA 1040 1240 0598	1.000	1,798.8000	EA	1,798.80	09/30/2014
Hdwr Support 10/01/14-9/30/15					



## PURCHASE ORDER

Page - 2  
Date - 09/09/2014  
Order Number 33000531 000 OP  
Branch/Plant 3410

TO: HEWLETT PACKARD COMPANY  
3000 HANOVER STREET  
PALO ALTO Georgia 30348

SHIP TO: CITY OF LUBBOCK  
INFORMATION TECHNOLOGY  
C/O MARK YEARWOOD  
1611 10TH STREET  
LUBBOCK Texas 79401

INVOICE TO: CITY OF LUBBOCK  
ACCOUNTS PAYABLE  
P.O. BOX 2000  
LUBBOCK, TX 79457

BY: 

Marta Alvarez, Director of Purchasing &amp; Contract Management

Ordered 08/14/2014 Freight  
Requested 09/30/2014 Taken By K SHEPHERD  
Delivery PER J ZHINE / REQ # 44113 HP Ref# 45733479 /DIR-TSO-2538

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
HP P2000 2 1040 1224 1786	1.000	4,400.4000	EA	4,400.40	09/30/2014

Hdwr Support 10/01/14-9/30/15

Total Order

Terms NET 30

114,309.31

This purchase order encumbers funds in the amount of \$114,309.31 awarded to Hewlett Packard Company of Palo Alto, GA, on September 25, 2014. The following is incorporated into and made part of this purchase order by reference: Price quotation COL EVA8100 dated July 28, 2014, from Hewlett Packard Company of Palo Alto, GA and DIR Contract Number DIR-TSO-2538. Resolution # \_\_\_\_\_.

CITY OF LUBBOCK

ATTEST:

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Glen C. Robertson, Mayor

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Rebecca Garza, City Secretary

# Support Account Overview



**AMP ID: CITYOFLUBBOCK**  
**Special Terms and Conditions No: DIRTSO2538**

**Customer Address:**  
CITY OF LUBBOCK  
MUNICIPAL SQUARE BUILDING  
916 TEXAS AVE  
LUBBOCK TX 79401-2726

**Hewlett-Packard Address:**  
HEWLETT-PACKARD COMPANY  
8000 Foothills Blvd  
Roseville CA 95747

**Customer Contact:**  
Jay Zhine  
Tel: 806-775-2366  
Fax:  
E-mail JZhine@mail.ci.lubbock.tx.us

**HP Contact:**  
Tristan Crowder  
Tel: 1-800-386-1115 X53803  
Fax: 1-800-307-0361  
E-mail tristan.crowder@hp.com

**This quote is valid until 09/30/2014**

This order is governed by the specific agreement referenced below in the comment section. If none is identified, then HP's standard terms, as indicated below for the services you purchased will apply. Either one is the "Agreement". Multi-year support renewals are governed by the Exhibit E24 in addition to the Agreement unless otherwise specified.

## HP Standard Terms:

For HP Software Support terms and datasheets, visit [http://support.openview.hp.com/support\\_options.jsp](http://support.openview.hp.com/support_options.jsp)

For HP terms for Software-as-a-Service, visit <http://link.hp.com/u/j50>

For all other support terms and datasheets, including information on the format of this document, visit:  
<http://h20219.www2.hp.com/services/wl/en/always-on/hardware-support-documentation.html>

## Your Support Access Options for Service Agreement Customers:

- **Support Contract Assistant(SCA)** - manage your service agreement online, visit [www.esca.hp.com](http://www.esca.hp.com)
- **HP Support Center** - <http://www.hp.com/go/hpsc>
- **HP Software Support Online** <http://support.openview.hp.com/>

Please have your Service Agreement ID and Product/Serial available to expedite your support experience.  
For Support, please call: 800-633-3600

Support Account Reference	Service Agreement ID	Coverage Period From:	To:	Description	Contract Total/USD
COL EVA8100	1040 1240 0948	10/01/2014	09/30/2015	COL EVA8100	51,936.84
COL EVA8400	1040 1233 3554	10/01/2014	09/30/2015	COL EVA8400	21,480.24
COL P6500	1040 1230 4400	08/01/2015	09/30/2015	COL P6500	3,796.99
COL SERVERS	1040 1230 4400	10/01/2014	09/30/2015	COL SERVERS	11,593.08
COL TAPE LIBRARIES	1040 1224 1906	10/01/2014	09/30/2015	COL TAPE LIBRARIES	6,674.40
EVA4000 1	1040 1240 0204	10/01/2014	09/30/2015	EVA4000 1	9,118.56
EVA4000 2	1040 1240 0368	10/01/2014	09/30/2015	EVA4000 2	3,510.00
MSA	1040 1240 0598	10/01/2014	09/30/2015	MSA	1,798.80
P2000 2	1040 1224 1786	10/01/2014	09/30/2015	P2000 2	4,400.40

Please refer to the payment schedule for prices to be invoiced yearly in advance.

# Support Account Overview



**AMP ID: CITYOFLUBBOCK**

**Customer Address:**

CITY OF LUBBOCK  
MUNICIPAL SQUARE BUILDING  
916 TEXAS AVE  
LUBBOCK TX 79401-2726

**Hewlett-Packard Address:**

HEWLETT-PACKARD COMPANY  
8000 Foothills Blvd  
Roseville CA 95747

Support Account Reference	Coverage Period From: To:	Description	Contract Total/USD
---------------------------	------------------------------	-------------	--------------------

**Total Excluding Taxes CITYOFLUBBOCK**

**114,309.31**

**Summary of Charges**

Hardware Support	83,709.81
Software Support-Labor	17,863.38
Software Support-Materials	12,736.12
<b>Total Excluding Taxes</b>	<b>114,309.31</b>

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate.  
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.  
Refer to the detail document for any applicable state & local tax

Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401240092

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503XG			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503XJ			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503XK			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503XM			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503XN			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503XP			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503XS			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503XV			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503XX			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503XY			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503Y8			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503Y9			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503YA			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503YB			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503YC			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503YD			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503YE			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503YH			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503YJ			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503YL			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503YM			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503YN			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503YU			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503YV			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503YW			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503YX			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503Z1			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503Z2			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503Z3			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503Z5			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503Z6			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503ZA			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503ZB			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503ZC			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503ZF			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503ZJ			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503ZM			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503ZN			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503ZT			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503ZV			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503ZX			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503ZZ			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250403			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250406			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250407			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250409			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825040A			1	15.94

Please refer to the payment schedule for prices to be invoiced yearly in advance.





Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401240092

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825040B			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825040C			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825040E			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825040F			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825040H			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825040K			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825040M			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825040S			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825040V			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825040W			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825040X			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825040Z			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250411			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250412			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250414			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250417			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250418			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825041E			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825041F			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825041J			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825041L			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825041V			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825041Z			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250428			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825042A			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825042E			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825042H			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825042L			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825042M			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825042P			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825042R			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825042V			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825042Z			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250436			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825043D			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825043F			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825043G			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825043H			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825043K			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825043L			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825043M			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825043N			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825043R			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825043S			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825043T			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825043V			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825043W			1	15.94

Please refer to the payment schedule for prices to be invoiced yearly in advance.



**Special Terms and Conditions No: DIRTSO2538**

**Your PO Reference:**

**CCRN Number: 0401240092**

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825044C			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825044E			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825044M			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825044N			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250450			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250451			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825045G			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250460			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250468			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825046E			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825046L			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825046P			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825046R			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825047Y			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250484			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825048P			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250493			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250496			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825049A			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825049B			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825049L			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825049N			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825049V			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS825049Z			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504A2			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504A3			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504A4			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504AA			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504AG			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504AP			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504BH			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504BR			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504BS			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504BU			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504BX			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504BY			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504BZ			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504C1			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504C4			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504C5			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504CP			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504D3			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504DC			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504DK			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504DT			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504DX			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504DZ			1	15.94

Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401240092

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504E0			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504E2			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504E3			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504E5			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504E6			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504VZ			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82504W5			1	15.94
AF503A	HP PWR Monitor PDU Dual 3PH 24A NA/JPN	2CJ8170903			1	0.00
AF503A	HP PWR Monitor PDU Dual 3PH 24A NA/JPN	2CJ8170954			1	0.00
AF002A	HP Universal Rack 10642 G2 Shock ALL	USE829DA61			1	0.00
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS82503YF			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250AHW			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250AJ8			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250AJC			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250AJF			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250AJH			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250AJJ			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250AJR			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250AJU			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250AK4			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250AKN			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250AKR			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250AKS			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250ARE			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250ARM			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250ARN			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250ASC			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250ATT			1	15.94
AG804B	HP 450GB 15K FC EVA Factory Int HDD	SGS8250ATW			1	15.94
AF503A	HP PWR Monitor PDU Dual 3PH 24A NA/JPN	2CJ8170944			1	0.00
AF503A	HP PWR Monitor PDU Dual 3PH 24A NA/JPN	2CJ8170945			1	0.00
AF002A	HP Universal Rack 10642 G2 Shock ALL	USE829DA66			1	0.00
AD542C	HP M5314C FC Drive Enclosure	6A1YQW15B6			1	11.59
AD542C	HP M5314C FC Drive Enclosure	6A1YQW15B7			1	11.59
AD542C	HP M5314C FC Drive Enclosure	6A1YQW15B8			1	11.59
AD542C	HP M5314C FC Drive Enclosure	6A1YQW15AN			1	11.59
AD542C	HP M5314C FC Drive Enclosure	6A1YQW15AM			1	11.59
AD542C	HP M5314C FC Drive Enclosure	6A1YQW15AV			1	11.59
459503-B21	HP E5440 BL480c G1 Kit				2	0.00

**Discounts**

Multi-Year Hdr Disc% -8%	394.72-
HW Spec Neg DiscHdr% -18%	816.50-
Pre Payment HdrDisc% -4%	148.18-

\*\*\* Software Support \*\*\*

Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401240092

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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**HP Software Technical Unlimited Support**

SW Technical Support  
SW Electronic Support  
24 Hrs Std Office Days  
24 Hrs Day 6  
24 Hrs Day 7  
Holidays Covered  
Standard Response

T5183A	HP CV EVA 8k Series Unlimited Lic			1	452.25
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**HP Software Updates Service**

License to Use & SW Updates  
HP Recommended SW Upd Method  
HP Recommended Doc Upd Method

AG702A	HP EVA8100 2C12D Array	USE82917AF		1	0.00
T5183A	HP CV EVA 8k Series Unlimited Lic			1	301.22
T4256D	HP EVA4K/6K/8K 6.0 Controller Media Kit			1	0.00
T5494D	HP CV EVA 9.1 Rep Sol Mgr 5.0 Media Kit			1	0.00

**Discounts**

Multi-Year Hdr Disc% -8%	<del>71.84-</del>
SW Spec Neg DiscHdr% -5%	<del>41.30-</del>
Pre Payment HdrDisc% -4%	<del>31.39-</del>

**Summary of Charges**

Hardware Support	3,574.60
Hardware Support Tax TX	0.00
Software Support-Labor	452.25
Software Support-Labor Tax TX	0.00
Software Support-Materials	301.22
Software Support-Materials Tax TX	0.00
<b>TOTAL INCLUDING TAX</b>	<b>4,328.07</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.

Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Please refer to the payment schedule for prices to be invoiced yearly in advance.

# Support Account Detail



**Special Terms and Conditions No:** DIRTSO2538  
**Your PO Reference:**  
**CCRN Number:** 0401233352

**Support Account Reference:** COL EVA8400

HP Reference Number: 45733343

**Equipment Address:**  
CITY OF LUBBOCK  
MUNICIPAL SQUARE BUILDING  
916 TEXAS AVE  
LUBBOCK TX 79401-2726

**Software Update Address:**  
CITY OF LUBBOCK  
MUNICIPAL SQUARE BUILDING  
916 TEXAS AVE  
LUBBOCK TX 79401-2726

**Hardware Contact:**  
Jay Zhine  
Tel: 806-775-2366 Fax:

**Software Contact:**  
Jay Zhine  
Tel: 806-775-2366  
Fax:

**This quote is valid until 09/30/2014**  
**Coverage from: 10/01/2014 to: 09/30/2015**

**Service Agreement ID: 1040 1233 3554 For Support, please call: 800-633-3600**

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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**Comment:**

For detailed information on service deliverables in zoning refer to [www.hp.com/hps/custdocs/us](http://www.hp.com/hps/custdocs/us)

**HA110AC HP Support Plus 24 Service**  
**\*\*\* Hardware Support \*\*\***

## HP Hardware Maintenance Onsite Support

Hardware Problem Diagnosis  
Onsite Support  
Parts and Material provided  
4 Hr Onsite Response  
24 Hrs Std Office Days  
24 hrs, Day 6  
24 hrs, Day 7  
Holidays Covered  
Travel Zone 4

AP888A	HP EVA8400 22GB Cache for Storage Rack	USE029N0NA	1	376.60
AG638B	HP M6412-A Fibre Channel Drive Enclosure	SGA01602B7	1	29.69
AG638B	HP M6412-A Fibre Channel Drive Enclosure	SGA01601VS	1	29.69
AG638B	HP M6412-A Fibre Channel Drive Enclosure	SGA01602AV	1	29.69
AG638B	HP M6412-A Fibre Channel Drive Enclosure	SGA01602B9	1	29.69
AG638B	HP M6412-A Fibre Channel Drive Enclosure	SGA01602B8	1	29.69
AG638B	HP M6412-A Fibre Channel Drive Enclosure	SGA01602B4	1	29.69
AG638B	HP M6412-A Fibre Channel Drive Enclosure	SGA01602B6	1	29.69
AG638B	HP M6412-A Fibre Channel Drive Enclosure	SGA01602AZ	1	29.69
AG638B	HP M6412-A Fibre Channel Drive Enclosure	SGA01602B1	1	29.69
AG638B	HP M6412-A Fibre Channel Drive Enclosure	SGA01602B2	1	29.69
AG638B	HP M6412-A Fibre Channel Drive Enclosure	SGA01801JC	1	29.69
AG638B	HP M6412-A Fibre Channel Drive Enclosure	SGA01801JJ	1	29.69

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401233352

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
AG638B	HP M6412-A Fibre Channel Drive Enclosure	SGA01801JB			1	29.69
AG638B	HP M6412-A Fibre Channel Drive Enclosure	SGA01801JT			1	29.69
AG638B	HP M6412-A Fibre Channel Drive Enclosure	SGA01801JN			1	29.69
AG638B	HP M6412-A Fibre Channel Drive Enclosure	SGA01801J5			1	29.69
AG638B	HP M6412-A Fibre Channel Drive Enclosure	SGA01801JA			1	29.69
AG638B	HP M6412-A Fibre Channel Drive Enclosure	SGA01801JU			1	29.69
AF504A	HP PWR Monitor PDU Sngl 3PH 24A NA/JPN	2CJ9520779			1	0.00
AF504A	HP PWR Monitor PDU Sngl 3PH 24A NA/JPN	2CJ9520786			1	0.00
AF054A	HP 10642 G2 Sidepanel ALL				1	0.00
AD542B	HP M5314B FC Drive Enclosure	SGA01601DD			1	11.59
AD542B	HP M5314B FC Drive Enclosure	SGA01601EB			1	11.59

**Discounts**

Multi-Year Hdr Disc% -8%	103.20-
HW Spec Neg DiscHdr% -18%	213.63-
Pre Payment HdrDisc% -4%	38.97-

**\*\*\* Software Support \*\*\***

**HP Software Technical Unlimited Support**

SW Technical Support  
SW Electronic Support  
24 Hrs Std Office Days  
24 Hrs Day 6  
24 Hrs Day 7  
Holidays Covered  
Standard Response

TA649A	HP Command View EVA8400 Unlimited LTU	1	513.49
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**HP Software Updates Service**

License to Use & SW Updates  
HP Recommended SW Upd Method  
HP Recommended Doc Upd Method

TA649A	HP Command View EVA8400 Unlimited LTU	1	342.33
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**Discounts**

Multi-Year Hdr Disc% -8%	81.60-
SW Spec Neg DiscHdr% -5%	46.92-
Pre Payment HdrDisc% -4%	35.66-

Please refer to the payment schedule for prices to be invoiced yearly in advance.





Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401233352

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		

**Summary of Charges**

Hardware Support	934.20
Hardware Support Tax TX	0.00
Software Support-Labor	513.49
Software Support-Labor Tax TX	0.00
Software Support-Materials	342.33
Software Support-Materials Tax TX	0.00
<b>TOTAL INCLUDING TAX</b>	<b>1,790.02</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.  
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Please refer to the payment schedule for prices to be invoiced yearly in advance.

# Support Account Detail



**Special Terms and Conditions No:** DIRTSO2538  
**Your PO Reference:**  
**CCRN Number:** 0401230442

**Support Account Reference:** COL P6500

HP Reference Number: 45852525

**Equipment Address:**  
CITY OF LUBBOCK  
MUNICIPAL SQUARE BUILDING  
916 TEXAS AVE  
LUBBOCK TX 79401-2726

**Software Update Address:**  
CITY OF LUBBOCK  
MUNICIPAL SQUARE BUILDING  
916 TEXAS AVE  
LUBBOCK TX 79401-2726

**Hardware Contact:**  
Jay Zhine  
Tel: 806-775-2366 Fax:

**Software Contact:**  
Jay Zhine  
Tel: 806-775-2366  
Fax:

**This quote is valid until 07/31/2015**  
**Coverage from: 08/01/2015 to: 09/30/2015**

**Service Agreement ID: 1040 1230 4400 For Support, please call: 800-633-3600**

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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**HA110AC HP Support Plus 24 Service**

\*\*\* Hardware Support \*\*\*

**HP Hardware Maintenance Onsite Support**

Hardware Problem Diagnosis  
Onsite Support  
Parts and Material provided  
4 Hr Onsite Response  
24 Hrs Std Office Days  
24 hrs, Day 6  
24 hrs, Day 7  
Holidays Covered

AF002A	HP Universal Rack 10642 G2 Shock ALL	USE2299LVH		1	0.00
AP893A	HP P6500 EVA Dual Cntrl FC Storage Rack	USE2299LVJ	08/30/2015	1	31.14
AP893A	HP P6500 EVA Dual Cntrl FC Storage Rack	USE2299LVJ	08/31/2015	1	86.91
AJ840A	HP M6625 2.5-inch SAS Drive Enclosure			10	217.20
AW611A	HP M6625 600GB 6G SAS 10K 2.5in HDD			240	868.80

**Discounts**

Multi-Year Hdr Disc% -8%	133.04-
HW Spec Neg DiscHdr% -18%	275.89-
Pre Payment HdrDisc% -4%	50.02-

\*\*\* Software Support \*\*\*

**HP Software Technical Unlimited Support**

SW Technical Support  
SW Electronic Support  
24 Hrs Std Office Days

a) Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Printed on: 07/28/2014

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Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401230442

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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24 Hrs Day 6  
24 Hrs Day 7  
Holidays Covered  
Standard Response

T5183A	HP CV EVA 8k Series Unlimited Lic			1	452.25
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**HP Software Updates Service**

License to Use & SW Updates  
HP Recommended SW Upd Method  
HP Recommended Doc Upd Method

T5183A	HP CV EVA 8k Series Unlimited Lic			1	301.22
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T4256D	HP EVA4K/6K/8K 6.0 Controller Media Kit			1	0.00
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T5494D	HP CV EVA 9.1 Rep Sol Mgr 5.0 Media Kit			1	0.00
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**Discounts**

Multi-Year Hdr Disc% -8%	71.84-
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SW Spec Neg DiscHdr% -5%	41.30-
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Pre Payment HdrDisc% -4%	31.39-
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**Summary of Charges**

Hardware Support	1,204.05
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Hardware Support Tax TX	0.00
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Software Support-Labor	452.25
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Software Support-Labor Tax TX	0.00
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Software Support-Materials	301.22
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Software Support-Materials Tax TX	0.00
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<b>TOTAL INCLUDING TAX</b>	<b>1,957.52</b>
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Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.

Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

**Hardware products under warranty**

AF002A	HP Universal Rack 10642 G2 Shock ALL	USE2299LVH	10/10/2012	10/09/2015a)	1
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AP893A	HP P6500 EVA Dual Cntrl FC Storage Rack	USE2299LVJ	08/31/2012	08/30/2015a)	1
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a) Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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# Support Account Detail



**Special Terms and Conditions No:** DIRTSO2538  
**Your PO Reference:**  
**CCRN Number:** 0401230442

**Support Account Reference:** COL  
**SERVERS**

HP Reference Number: 45733267

**Equipment Address:**  
CITY OF LUBBOCK  
MUNICIPAL SQUARE BUILDING  
916 TEXAS AVE  
LUBBOCK TX 79401-2726

**Software Update Address:**  
CITY OF LUBBOCK  
MUNICIPAL SQUARE BUILDING  
916 TEXAS AVE  
LUBBOCK TX 79401-2726

**Hardware Contact:**

Jay Zhine  
Tel: 806-775-2366 Fax:

**Software Contact:**

Jay Zhine  
Tel: 806-775-2366  
Fax:

**This quote is valid until 09/30/2014**  
**Coverage from: 10/01/2014 to: 09/30/2015**

**Service Agreement ID: 1040 1230 4400 For Support, please call: 800-633-3600**

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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**Comment:** For detailed information on service deliverables in zoning refer to [www.hp.com/hps/custdocs/us](http://www.hp.com/hps/custdocs/us)

The following product(s) will be Automatically REPLACED:

439034-B23 HP IC incl 24x7 TS U Encl FIO 8-Svr Lic with system -> C6N32A HP Insight Control Encl FIO Bundle 8 Lic

452148-B22 HP Insight Control Lic with system -> C6N27A HP Insight Control Lic

417688-B23 HP IC incl 24x7 TS U Encl FIO 16-Svr Lic with system -> C6N33A HP Insight Control Enc FIO Bundle 16 Lic

**HA110AC HP Support Plus 24 Service**

**\*\*\* Hardware Support \*\*\***

**HP Hardware Maintenance Onsite Support**

Hardware Problem Diagnosis  
Onsite Support  
Parts and Material provided  
4 Hr Onsite Response  
24 Hrs Std Office Days  
24 hrs, Day 6  
24 hrs, Day 7  
Holidays Covered  
Travel Zone 5

412152-B22	HP BLc7000 CTO 3 IN LCD Encl	USE829DA63	1	60.84
404707-B21	HP BL480c G1 CTO Blade	USE829DA65	1	23.90
459503-L21	HP E5440 BL480c G1 FIO Kit		1	0.00
459503-B21	HP E5440 BL480c G1 Kit		1	0.00
397415-B21	HP 8GB FBD PC2-5300 2x4GB Kit	B04XHW04D	1	0.00
397415-B21	HP 8GB FBD PC2-5300 2x4GB Kit	B04XHW04C	1	0.00

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401230442

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
397415-B21	HP 8GB FBD PC2-5300 2x4GB Kit	B04XHWC04B			1	0.00
397415-B21	HP 8GB FBD PC2-5300 2x4GB Kit	B04XHWC04H			1	0.00
397415-B21	HP 8GB FBD PC2-5300 2x4GB Kit	B04XHWC047			1	0.00
397415-B21	HP 8GB FBD PC2-5300 2x4GB Kit	B04XHWC048			1	0.00
397415-B21	HP 8GB FBD PC2-5300 2x4GB Kit	B04XHWC04R			1	0.00
397415-B21	HP 8GB FBD PC2-5300 2x4GB Kit	B04XHWC04P			1	0.00
397415-B21	HP 8GB FBD PC2-5300 2x4GB Kit	B04XHWC04L			1	0.00
397415-B21	HP 8GB FBD PC2-5300 2x4GB Kit	B04XHWC04X			1	0.00
397415-B21	HP 8GB FBD PC2-5300 2x4GB Kit	B04XHWC04V			1	0.00
397415-B21	HP 8GB FBD PC2-5300 2x4GB Kit	B04XHWC04M			1	0.00
418371-B21	HP 72GB 3G SAS 15K 2.5in DP ENT HDD	2SD826X0XJ			1	0.00
418371-B21	HP 72GB 3G SAS 15K 2.5in DP ENT HDD	2SD826X0W4			1	0.00
418371-B21	HP 72GB 3G SAS 15K 2.5in DP ENT HDD	2SD826X0XK			1	0.00
418371-B21	HP 72GB 3G SAS 15K 2.5in DP ENT HDD	2SD826X0XL			1	0.00
418371-B21	HP 72GB 3G SAS 15K 2.5in DP ENT HDD	2SD826X0XP			1	0.00
418371-B21	HP 72GB 3G SAS 15K 2.5in DP ENT HDD	2SD826X0XN			1	0.00
418371-B21	HP 72GB 3G SAS 15K 2.5in DP ENT HDD	2SD826X0XM			1	0.00
418371-B21	HP 72GB 3G SAS 15K 2.5in DP ENT HDD	2SD826X0W6			1	0.00
403619-B21	HP BLc QLogic QMH2462 FC HBA Opt Kit	MXK82541PK			1	0.00
403619-B21	HP BLc QLogic QMH2462 FC HBA Opt Kit	MXK82541PU			1	0.00
403619-B21	HP BLc QLogic QMH2462 FC HBA Opt Kit	MXK82541PS			1	0.00
403619-B21	HP BLc QLogic QMH2462 FC HBA Opt Kit	MXK82541PF			1	0.00
405148-B21	HP SA P-Series 512MB BBWC Kit				1	0.00
399593-B22	HP BLc 1/10Gb VC-Enet Module Opt Kit	TW282600BS			1	0.00
399593-B22	HP BLc 1/10Gb VC-Enet Module Opt Kit	TW282500DJ			1	0.00
409513-B21	HP BLc 4G Virtual Connect FC Opt Kit	MXK81600H0			1	0.00
409513-B21	HP BLc 4G Virtual Connect FC Opt Kit	MXK817007S			1	0.00
409513-B21	HP BLc 4G Virtual Connect FC Opt Kit	MXK8170032			1	0.00
409513-B21	HP BLc 4G Virtual Connect FC Opt Kit	MXK817006N			1	0.00
412138-B21	HP 2250W Ht Plg Pwr Supply Kit	B0FHLW511G			1	0.00
412138-B21	HP 2250W Ht Plg Pwr Supply Kit	B0FHLW511Z			1	0.00
412138-B21	HP 2250W Ht Plg Pwr Supply Kit	B0FHLW511H			1	0.00
412138-B21	HP 2250W Ht Plg Pwr Supply Kit	B0FHLW511C			1	0.00
412138-B21	HP 2250W Ht Plg Pwr Supply Kit	B0FHLW511Q			1	0.00
412138-B21	HP 2250W Ht Plg Pwr Supply Kit	B0FHLW511W			1	0.00
412140-B21	HP BLc Encl Single Fan Option	70F98W40G8			1	0.00
412140-B21	HP BLc Encl Single Fan Option	70F98W40GB			1	0.00
412140-B21	HP BLc Encl Single Fan Option	70F98W40GF			1	0.00
412140-B21	HP BLc Encl Single Fan Option	3C38220582			1	0.00
412140-B21	HP BLc Encl Single Fan Option	70F98W40G9			1	0.00
412140-B21	HP BLc Encl Single Fan Option	70F98W40GE			1	0.00
412142-B21	HP BLc7000 Encl Mgmt Module Option	O986MP1017			1	0.00
413380-B21	HP BLc7000 3 PH NA/Jp FIO Power Mod Opt				1	0.00
433718-B21	HP BLc7000 10K Rack Ship Brkt Opt Kit				1	0.00
412152-B21	HP BLc7000 CTO Enclosure	USE7113K9T			1	60.84
410058-B21	HP DL580R04 CTO Chassis	USE710N4D1			1	109.35
404753-L22	HP X7030 DC 580 G4 FIO Kit				1	0.00

Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401230442

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
404753-B21	HP X7030DC 570/580G4 KIT ALL				1	0.00
343057-B21	4GB REG PC2-3200 2x2GB 1RANK ALL	4864864991			1	0.00
343057-B21	4GB REG PC2-3200 2x2GB 1RANK ALL	4864864992			1	0.00
375859-B21	HP 36GB 10k 2.5 SAS HP SP HDD	2SD707T3XC			1	0.00
375859-B21	HP 36GB 10k 2.5 SAS HP SP HDD	2SD707T3XM			1	0.00
264007-B21	DVDROM DRV SLIM 8/24X ALL	8945457078			1	0.00
405132-B21	HP Smart Array P400/256 Controller				1	0.00
AE312A	HP FC1242SR 4Gb PCI-e DC HBA	MXK0704673			1	0.00
348114-001	HP 580/570G3/G4/585G2 RPS US Kit				1	0.00
409390-B21	HP O8218 BL45P G2 2P Kit				1	0.00
408854-B21	HP 8GB Reg PC2-5300 2x4GB Kit				1	0.00
431933-B21	HP 36GB 15k 2.5 SAS HP SP HDD	2SD704W22P			1	0.00
431933-B21	HP 36GB 15k 2.5 SAS HP SP HDD	2SD704W22T			1	0.00
405102-B21	HP SA E200 64MB Cache FIO	20B9SU60D6			1	0.00
405094-B21	HP BL20pG4/25pG2/45pG2 NC374m MF NIC Crd	70ARHUB07W			1	0.00
361426-B21	HP BLp FC Adapter Card				1	0.00
410917-B21	HP BLc Bnt 1GbE2 Switch Opt Kit				1	0.00
AE370A	HP Brocade 4/12 SAN Switch	CN8651605U		12/31/2014	1	40.56
	<b>Please note HP can no longer support this item from: 12/31/2014</b>					
AE370A	HP Brocade 4/12 SAN Switch	CN86516041		12/31/2014	1	40.56
	<b>Please note HP can no longer support this item from: 12/31/2014</b>					
412138-B21	HP 2250W Ht Plg Pwr Supply Kit	B0DHLU53GK			1	0.00
412138-B21	HP 2250W Ht Plg Pwr Supply Kit	B0DHLU53GL			1	0.00
412140-B21	HP BLc Encl Single Fan Option				1	0.00
413379-B21	HP BLc7000 1 PH FIO Power Module Opt				1	0.00
507019-B21	HP BLc7000 CTO 3 IN LCD ROHS Encl	USE0293LKJ			1	55.04
539810-B21	HP BL495c G6 CTO Blade	USE0293LKK			1	28.24
539808-L21	HP BL495c G6 O2427 FIO Kit	L04VZZ700W			1	0.00
539808-B21	HP BL495c G6 O2427 Kit	L04VZZ700X			1	0.00
495605-B21	HP 64GB REG PC2-5300 8x8GB Kit	C04XCZ505G			1	0.00
495605-B21	HP 64GB REG PC2-5300 8x8GB Kit	C04XCZ505P			1	0.00
461203-B21	HP 64GB 1.5G SATA 2.5in ETY SSD	KR10268042			1	0.00
461203-B21	HP 64GB 1.5G SATA 2.5in ETY SSD	KR10268052			1	0.00
403621-B21	HP BLc Emulex LPe1105 FC HBA Opt Kit	MY10168LHR			1	0.00
484299-B21	HP Smart Array P712M/ZM Controller	CO04BK2005			1	0.00
539810-B21	HP BL495c G6 CTO Blade	USE0293LKM			1	28.24
539810-B21	HP BL495c G6 CTO Blade	USE0293LKN			1	28.24
539810-B21	HP BL495c G6 CTO Blade	USE0293LKP			1	28.24
539808-L21	HP BL495c G6 O2427 FIO Kit	L04VZZ700Y			1	0.00
539808-L21	HP BL495c G6 O2427 FIO Kit	L04VZZ7010			1	0.00
539808-L21	HP BL495c G6 O2427 FIO Kit	L04VZZ7012			1	0.00
539808-L21	HP BL495c G6 O2427 FIO Kit	L04VZZ7014			1	0.00
539808-B21	HP BL495c G6 O2427 Kit	L04VZZ700Z			1	0.00
539808-B21	HP BL495c G6 O2427 Kit	L04VZZ7011			1	0.00
539808-B21	HP BL495c G6 O2427 Kit	L04VZZ7013			1	0.00
539808-B21	HP BL495c G6 O2427 Kit	L04VZZ7015			1	0.00
495605-B21	HP 64GB REG PC2-5300 8x8GB Kit	C04XCZ5056			1	0.00

Please refer to the payment schedule for prices to be invoiced yearly in advance.





Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401230442

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
495605-B21	HP 64GB REG PC2-5300 8x8GB Kit	C04XCZ504Y			1	0.00
495605-B21	HP 64GB REG PC2-5300 8x8GB Kit	C04XCZ700Q			1	0.00
495605-B21	HP 64GB REG PC2-5300 8x8GB Kit	C04XCZ504W			1	0.00
495605-B21	HP 64GB REG PC2-5300 8x8GB Kit	C04XCZ7019			1	0.00
495605-B21	HP 64GB REG PC2-5300 8x8GB Kit	C04XCZ7014			1	0.00
495605-B21	HP 64GB REG PC2-5300 8x8GB Kit	C04XCZ7003			1	0.00
495605-B21	HP 64GB REG PC2-5300 8x8GB Kit	C04XCZ7004			1	0.00
461203-B21	HP 64GB 1.5G SATA 2.5in ETY SSD	KR10268051			1	0.00
461203-B21	HP 64GB 1.5G SATA 2.5in ETY SSD	KR1026804N			1	0.00
461203-B21	HP 64GB 1.5G SATA 2.5in ETY SSD	KR10268044			1	0.00
461203-B21	HP 64GB 1.5G SATA 2.5in ETY SSD	KR10268043			1	0.00
461203-B21	HP 64GB 1.5G SATA 2.5in ETY SSD	KR1026804K			1	0.00
461203-B21	HP 64GB 1.5G SATA 2.5in ETY SSD	KR1026803Z			1	0.00
461203-B21	HP 64GB 1.5G SATA 2.5in ETY SSD	KR1026803G			1	0.00
461203-B21	HP 64GB 1.5G SATA 2.5in ETY SSD	KR1026804L			1	0.00
403621-B21	HP BLc Emulex LPe1105 FC HBA Opt Kit	MY10168LNR			1	0.00
403621-B21	HP BLc Emulex LPe1105 FC HBA Opt Kit	MY10168LB6			1	0.00
403621-B21	HP BLc Emulex LPe1105 FC HBA Opt Kit	MY10168H8W			1	0.00
403621-B21	HP BLc Emulex LPe1105 FC HBA Opt Kit	MY10168LP7			1	0.00
484299-B21	HP Smart Array P712M/ZM Controller	R0ATAYV00A			1	0.00
484299-B21	HP Smart Array P712M/ZM Controller	R0ATAYT0RX			1	0.00
484299-B21	HP Smart Array P712M/ZM Controller	R0ATAYV022			1	0.00
484299-B21	HP Smart Array P712M/ZM Controller	R0ATAYV023			1	0.00
455880-B21	HP BLc VC Flex-10 Enet Module Opt	TW20180273			1	0.00
455880-B21	HP BLc VC Flex-10 Enet Module Opt	TW20180272			1	0.00
572018-B21	HP BLc VC 8Gb FC 20-Port Opt Kit	MY50190517			1	0.00
572018-B21	HP BLc VC 8Gb FC 20-Port Opt Kit	MY50190449			1	0.00
455883-B21	HP BLc 10G SFP+ SR Transceiver				1	0.00
517521-B21	HP 6X 2400W Gold Ht Plg FIO Pwr Sply Kit				1	0.00
456204-B21	HP BLc7000 DDR2 Encl Mgmt Option	OB04BK0403			1	0.00
413379-B21	HP BLc7000 1 PH FIO Power Module Opt	70F4DYW11T			1	0.00
517520-B21	HP BLc 6X Active Cool 200 FIO Fan Opt				1	0.00
AJ718A	HP 8Gb Short Wave FC SFP+ 1 Pack				1	0.00
539810-B21	HP BL495c G6 CTO Blade	USE932R6W5			1	28.24
501715-B21	HP BL460c G5 LP CTO Blade	USE908KESD			1	21.72
539810-B21	HP BL495c G6 CTO Blade	USE944TRF4			1	28.24
539810-B21	HP BL495c G6 CTO Blade	USE944TRF1			1	28.24
539810-B21	HP BL495c G6 CTO Blade	USE0140174			1	28.24
539810-B21	HP BL495c G6 CTO Blade	USE0140172			1	28.24
539810-B21	HP BL495c G6 CTO Blade	USE0303V99			1	28.24
539810-B21	HP BL495c G6 CTO Blade	USE0140171			1	28.24
643786-B21	HP BL620c G7 W CTO Blade	USE2225PV4		05/30/2015	1	31.14
643786-B21	HP BL620c G7 W CTO Blade	USE2225PV4	05/31/2015		1	63.00
643786-B21	HP BL620c G7 W CTO Blade	USE2225PV3		05/30/2015	1	31.14
643786-B21	HP BL620c G7 W CTO Blade	USE2225PV3	05/31/2015		1	63.00

Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401230442

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		

**Discounts**

Multi-Year Hdr Disc% -8%	100.72-
HW Spec Neg DiscHdr% -18%	208.51-
Pre Payment HdrDisc% -4%	38.04-

**\*\*\* Software Support \*\*\***

**HP Software Technical Unlimited Support**

SW Technical Support  
SW Electronic Support  
24 Hrs Std Office Days  
24 Hrs Day 6  
24 Hrs Day 7  
Holidays Covered  
Standard Response

512488-B21	HP iLO Adv BL incl 1yr TS U 1-Svr Lic	7	5.88
C6N32A	HP Insight Control Encl FIO Bundle 8 Lic	2	25.18
C6N27A	HP Insight Control Lic	12	30.24
C6N33A	HP Insight Control Enc FIO Bundle 16 Lic	1	24.34

**HP Software Updates Service**

License to Use & SW Updates  
HP Recommended SW Upd Method  
HP Recommended Doc Upd Method

512488-B21	HP iLO Adv BL incl 1yr TS U 1-Svr Lic	7	11.76
C6N32A	HP Insight Control Encl FIO Bundle 8 Lic	2	35.24
C6N27A	HP Insight Control Lic	12	50.40
C6N33A	HP Insight Control Enc FIO Bundle 16 Lic	1	36.92

**Discounts**

Multi-Year Hdr Disc% -8%	20.96-
SW Spec Neg DiscHdr% -5%	12.09-
Pre Payment HdrDisc% -4%	8.99-

Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401230442

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		

**Summary of Charges**

Hardware Support	911.73
Hardware Support Tax TX	0.00
Software Support-Labor	85.64
Software Support-Labor Tax TX	0.00
Software Support-Materials	134.32
Software Support-Materials Tax TX	0.00
<b>TOTAL INCLUDING TAX</b>	<b>1,131.69</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.

Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

**Hardware products under warranty**

643786-B21	HP BL620c G7 W CTO Blade	USE2225PV4	05/31/2012	05/30/2015	1
643786-B21	HP BL620c G7 W CTO Blade	USE2225PV3	05/31/2012	05/30/2015	1

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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# Support Account Detail



**Special Terms and Conditions No:** DIRTSO2538  
**Your PO Reference:**  
**CCRN Number:** 0401224193

**Support Account Reference:** COL TAPE  
**LIBRARIES**

HP Reference Number: 45733398

**Equipment Address:**  
CITY OF LUBBOCK  
MUNICIPAL SQUARE BUILDING  
916 TEXAS AVE  
LUBBOCK TX 79401-2726

**Software Update Address:**  
CITY OF LUBBOCK  
MUNICIPAL SQUARE BUILDING  
916 TEXAS AVE  
LUBBOCK TX 79401-2726

**Hardware Contact:**  
Jay Zhine  
Tel: 806-775-2366 Fax:

**Software Contact:**  
Jay Zhine  
Tel: 806-775-2366  
Fax:

**This quote is valid until 09/30/2014**  
**Coverage from: 10/01/2014 to: 09/30/2015**

**Service Agreement ID: 1040 1224 1906 For Support, please call: 800-633-3600**

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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**Comment:**

For detailed information on service deliverables in zoning refer to [www.hp.com/hps/custdocs/us](http://www.hp.com/hps/custdocs/us)

**HA104AC HP 4 Hour 24x7 HW Support**  
**\*\*\* Hardware Support \*\*\***

**HP Hardware Maintenance Onsite Support**

Hardware Problem Diagnosis  
Onsite Support  
Parts and Material provided  
4 Hr Onsite Response  
24 Hrs Std Office Days  
24 hrs, Day 6  
24 hrs, Day 7  
Holidays Covered  
Travel Zone 4

BL534A	HP MSL8096 4 LTO-5 3280 FC Tape Lbry	DEC02502CU	1	212.92
AG325B	HP MSL4048 2 Ultrium960 4 Gb FC Library	MXA70700ER	1	130.36
AJ040A	HP MSL8096 2 LTO-4 Ultrium1840 FC TP Lib	DEC8270754	1	212.92
AH220A	HP MSL Redundant Power Supply Kit	1111112039	1	0.00

**Discounts**

Multi-Year Hdr Disc% -8%	61.44-
HW Spec Neg DiscHdr% -18%	127.19-
Pre Payment HdrDisc% -4%	23.17-

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401224193

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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**Summary of Charges**

Hardware Support	556.20
Hardware Support Tax TX	0.00
<b>TOTAL INCLUDING TAX</b>	<b>556.20</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.  
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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# Support Account Detail



Special Terms and Conditions No: DIRTSO2538  
Your PO Reference:  
CCRN Number: 0401240022

Support Account Reference: EVA4000 1

HP Reference Number: 45733480

Equipment Address:  
CITY OF LUBBOCK  
MUNICIPAL SQUARE BUILDING  
916 TEXAS AVE  
LUBBOCK TX 79401-2726

Software Update Address:  
CITY OF LUBBOCK  
MUNICIPAL SQUARE BUILDING  
916 TEXAS AVE  
LUBBOCK TX 79401-2726

Hardware Contact:  
Jay Zhine  
Tel: 806-775-2366 Fax:

Software Contact:  
Jay Zhine  
Tel: 806-775-2366  
Fax:

This quote is valid until 09/30/2014  
Coverage from: 10/01/2014 to: 09/30/2015

Service Agreement ID: 1040 1240 0204 For Support, please call: 800-633-3600

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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## Comment:

For detailed information on service deliverables in zoning refer to [www.hp.com/hps/custdocs/us](http://www.hp.com/hps/custdocs/us)

HA110AC HP Support Plus 24 Service  
\*\*\* Hardware Support \*\*\*

### HP Hardware Maintenance Onsite Support

Hardware Problem Diagnosis  
Onsite Support  
Parts and Material provided  
4 Hr Onsite Response  
24 Hrs Std Office Days  
24 hrs, Day 6  
24 hrs, Day 7  
Holidays Covered  
Travel Zone 4

338042-B21	42U EVA cab 60Hz ALL	USE05369ND		1	60.12
371227-B21	HP DL380-3.4G-HPM Stor Serv SAN ALL	USE08055HY	12/31/2014	1	63.00
Please note HP can no longer support this item from: 12/31/2014					
A7387A	2GB PCI-X 64 BIT 133Mhz Dual Channel	MX3053003G		1	21.72
AD554A	HP EVA4000 2C1D Array	USE05369NE		1	147.74
AD542A	HP M5314A FC Drive Enclosure	9A3YQRV18D		1	10.14
221470-B21	HP 10GbE Short Range SFP+ XCVR ALL			8	0.00
221470-B21	HP 10GbE Short Range SFP+ XCVR ALL			1	0.00
AD557B	HP EVA Dual Loop Switch-A Option			1	58.67

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401240022

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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**Discounts**

Multi-Year Hdr Disc% -8%	39.92-
HW Spec Neg DiscHdr% -18%	82.63-
Pre Payment HdrDisc% -4%	15.06-

**\*\*\* Software Support \*\*\***

**HP Software Technical Unlimited Support**

SW Technical Support  
SW Electronic Support  
24 Hrs Std Office Days  
24 Hrs Day 6  
24 Hrs Day 7  
Holidays Covered  
Standard Response

371227-B21	HP DL380-3.4G-HPM Stor Serv SAN ALL	USE08055HY	12/31/2014	1	34.40
<b>Please note HP can no longer support this item from: 12/31/2014</b>					
AD554A	HP EVA4000 2C1D Array	USE05369NE		1	0.00
T5180A	HP CV EVA 6k Series Unlimited Lic			1	262.62

**HP Software Updates Service**

License to Use & SW Updates  
HP Recommended SW Upd Method  
HP Recommended Doc Upd Method

AD554A	HP EVA4000 2C1D Array	USE05369NE		1	0.00
T4256D	HP EVA4K/6K/8K 6.0 Controller Media Kit			1	0.00
T3724E	HP Command View EVA v7.0 Media Kit			1	0.00
T3724E	HP Command View EVA v7.0 Media Kit			1	0.00
T5180A	HP CV EVA 6k Series Unlimited Lic			1	174.52

**Discounts**

Multi-Year Hdr Disc% -8%	44.96-
SW Spec Neg DiscHdr% -5%	25.86-
Pre Payment HdrDisc% -4%	19.64-

Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401240022

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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**Summary of Charges**

Hardware Support	361.39
Hardware Support Tax TX	0.00
Software Support-Labor	297.02
Software Support-Labor Tax TX	0.00
Software Support-Materials	174.52
Software Support-Materials Tax TX	0.00
<b>TOTAL INCLUDING TAX</b>	<b>832.93</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.

Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Please refer to the payment schedule for prices to be invoiced yearly in advance.

# Support Account Detail



**Special Terms and Conditions No:** DIRTSO2538  
**Your PO Reference:**  
**CCRN Number:** 0401240032

**Support Account Reference:** EVA4000 2

HP Reference Number: 45733319

**Equipment Address:**  
CITY OF LUBBOCK  
MUNICIPAL SQUARE BUILDING  
916 TEXAS AVE  
LUBBOCK TX 79401-2726

**Software Update Address:**  
CITY OF LUBBOCK  
MUNICIPAL SQUARE BUILDING  
916 TEXAS AVE  
LUBBOCK TX 79401-2726

**Hardware Contact:**  
Jay Zhine  
Tel: 806-775-2366 Fax:

**Software Contact:**  
Jay Zhine  
Tel: 806-775-2366  
Fax:

**This quote is valid until 09/30/2014**  
**Coverage from: 10/01/2014 to: 09/30/2015**

**Service Agreement ID: 1040 1240 0368 For Support, please call: 800-633-3600**

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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**Comment:** The following product(s) will be Automatically REPLACED:

T3724D HP Command View EVA v6.0 Media Kit with system -> T3724E HP Command View EVA v7.0 Media Kit

For detailed information on service deliverables in zoning refer to [www.hp.com/hps/custdocs/us](http://www.hp.com/hps/custdocs/us)

**HA110AC HP Support Plus 24 Service**  
**\*\*\* Hardware Support \*\*\***

## HP Hardware Maintenance Onsite Support

Hardware Problem Diagnosis  
Onsite Support  
Parts and Material provided  
4 Hr Onsite Response  
24 Hrs Std Office Days  
24 hrs, Day 6  
24 hrs, Day 7  
Holidays Covered  
Travel Zone 5

E7742A	240V IEC-320 JUMPER CORD 90IN			1	0.00
AF062A	HP 10K G2 600mm Stabilizer Kit			1	0.00
AF054A	HP 10642 G2 Sidepanel ALL			1	0.00
A7446B	HP 4GbSW Single Pack SFP Transceiver			32	0.00
AF002A	HP Universal Rack 10642 G2 Shock ALL	USE0711LMM		1	0.00
AD554B	HP EVA4000-A 2C1D Array	USE0711LMN		1	163.67
AD542B	HP M5314B FC Drive Enclosure	CA2YQUIGMR		1	13.04
252663-D72	Mod PDU 24A HV NA/JPN	CN07060670		1	0.00
252663-D72	Mod PDU 24A HV NA/JPN	CN07060599		1	0.00

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401240032

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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**Discounts**

Multi-Year Hdr Disc% -8%	19.52-
HW Spec Neg DiscHdr% -18%	40.41-
Pre Payment HdrDisc% -4%	7.36-

**\*\*\* Software Support \*\*\***

**HP Software Technical Unlimited Support**

SW Technical Support  
SW Electronic Support  
24 Hrs Std Office Days  
24 Hrs Day 6  
24 Hrs Day 7  
Holidays Covered  
Standard Response

T3726B	HP CV EVA 3000/4000 Unlimited Lic		1	69.64
AD554B	HP EVA4000-A 2C1D Array	USE071ILMN	1	0.00

**HP Software Updates Service**

License to Use & SW Updates  
HP Recommended SW Upd Method  
HP Recommended Doc Upd Method

T4256D	HP EVA4K/6K/8K 6.0 Controller Media Kit		1	0.00
T3726B	HP CV EVA 3000/4000 Unlimited Lic		1	46.15
T3724E	HP Command View EVA v7.0 Media Kit		1	0.00
T3724E	HP Command View EVA v7.0 Media Kit		1	0.00
AD554B	HP EVA4000-A 2C1D Array	USE071ILMN	1	0.00
T3724E	HP Command View EVA v7.0 Media Kit		1	0.00
T3724E	HP Command View EVA v7.0 Media Kit		1	0.00

**Discounts**

Multi-Year Hdr Disc% -8%	11.04-
SW Spec Neg DiscHdr% -5%	6.35-
Pre Payment HdrDisc% -4%	4.82-

Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401240032

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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**Summary of Charges**

Hardware Support	176.71
Hardware Support Tax TX	0.00
Software Support-Labor	69.64
Software Support-Labor Tax TX	0.00
Software Support-Materials	46.15
Software Support-Materials Tax TX	0.00
<b>TOTAL INCLUDING TAX</b>	<b>292.50</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.

Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Please refer to the payment schedule for prices to be invoiced yearly in advance.

# Support Account Detail



**Special Terms and Conditions No:** DIRTSO2538  
**Your PO Reference:**  
**CCRN Number:** 0401240053

**Support Account Reference:** MSA

HP Reference Number: 45733491

**Equipment Address:**  
CITY OF LUBBOCK  
MUNICIPAL SQUARE BUILDING  
916 TEXAS AVE  
LUBBOCK TX 79401-2726

**Software Update Address:**  
CITY OF LUBBOCK  
MUNICIPAL SQUARE BUILDING  
916 TEXAS AVE  
LUBBOCK TX 79401-2726

**Hardware Contact:**  
Jay Zhine  
Tel: 806-775-2366 Fax:

**Software Contact:**  
Jay Zhine  
Tel: 806-775-2366  
Fax:

**This quote is valid until 09/30/2014**  
**Coverage from: 10/01/2014 to: 09/30/2015**

**Service Agreement ID: 1040 1240 0598 For Support, please call: 800-633-3600**

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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**Comment:**

For detailed information on service deliverables in zoning refer to [www.hp.com/hps/custdocs/us](http://www.hp.com/hps/custdocs/us)

**HA104AC HP 4 Hour 24x7 HW Support**  
**\*\*\* Hardware Support \*\*\***

**HP Hardware Maintenance Onsite Support**

Hardware Problem Diagnosis  
Onsite Support  
Parts and Material provided  
4 Hr Onsite Response  
24 Hrs Std Office Days  
24 hrs, Day 6  
24 hrs, Day 7  
Holidays Covered  
Travel Zone 4

AF503A	HP PWR Monitor PDU Dual 3PH 24A NA/JPN	2CJ8200063		1	0.00
AF090A	HP Rack Airflow Optimization Kit			1	0.00
AF054A	HP 10642 G2 Sidepanel ALL			1	0.00
AF002A	HP Universal Rack 10642 G2 Shock ALL	USE829DBV7		1	0.00
AJ745A	HP 2212fc DC Enh Modular Smart Array	3CL819C108		1	49.97
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH282610TW		1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH282610TH		1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH2826152B		1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH2826152E		1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28261526		1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH2826153C		1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH2826153K		1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH2826153G		1	0.00

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401240053

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH2826153M			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH2826153S			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH2826153Y			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28261547			1	0.00
AJ750A	HP MSA2000 3.5in Dual I/O 12 Drive Encl	3CL819C007			1	33.31
AJ750A	HP MSA2000 3.5in Dual I/O 12 Drive Encl	3CL819C166			1	33.31
AJ750A	HP MSA2000 3.5in Dual I/O 12 Drive Encl	3CL819C010			1	33.31
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH282610TN			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH282610T7			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28251BX4			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28251BVA			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28251BWR			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28251BWH			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28251BVF			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28251BWM			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28251BW6			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28251BW9			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28251BW0			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28251BVM			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH282610TY			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH282610SB			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH2826113Z			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28261141			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28261142			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28261140			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28261144			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28261143			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH2826114F			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28261148			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28261149			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH2826114B			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH282610S9			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH282610SY			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28251BM7			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28251BR7			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28251BPV			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28251BP9			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28251BPY			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28251BR1			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28251BP6			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28251BP3			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28251BPN			1	0.00
AJ739A	HP MSA2 750GB 7.2K rpm 3.5 inch SATA HDD	TH28251BPK			1	0.00

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401240053

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		

**Discounts**

Multi-Year Hdr Disc% -8%	16.56-
HW Spec Neg DiscHdr% -18%	34.29-
Pre Payment HdrDisc% -4%	6.25-

**Summary of Charges**

Hardware Support	149.90
Hardware Support Tax TX	0.00
<b>TOTAL INCLUDING TAX</b>	<b>149.90</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.  
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Please refer to the payment schedule for prices to be invoiced yearly in advance.

# Support Account Detail



**Special Terms and Conditions No:** DIRTSO2538  
**Your PO Reference:**  
**CCRN Number:** 0401224172

**Support Account Reference:** P2000 2

HP Reference Number: 45733413

**Equipment Address:**  
CITY OF LUBBOCK  
MUNICIPAL SQUARE BUILDING  
916 TEXAS AVE  
LUBBOCK TX 79401-2726

**Software Update Address:**  
CITY OF LUBBOCK  
MUNICIPAL SQUARE BUILDING  
916 TEXAS AVE  
LUBBOCK TX 79401-2726

**Hardware Contact:**  
Jay Zhine  
Tel: 806-775-2366 Fax:

**Software Contact:**  
Jay Zhine  
Tel: 806-775-2366  
Fax:

**This quote is valid until 09/30/2014**  
**Coverage from: 10/01/2014 to: 09/30/2015**

**Service Agreement ID: 1040 1224 1786 For Support, please call: 800-633-3600**

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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**Comment:**

For detailed information on service deliverables in zoning refer to [www.hp.com/hps/custdocs/us](http://www.hp.com/hps/custdocs/us)

**HA110AC HP Support Plus 24 Service**  
**\*\*\* Hardware Support \*\*\***

**HP Hardware Maintenance Onsite Support**

Hardware Problem Diagnosis  
Onsite Support  
Parts and Material provided  
4 Hr Onsite Response  
24 Hrs Std Office Days  
24 hrs, Day 6  
24 hrs, Day 7  
Holidays Covered  
Travel Zone 4

AP838A	HP P2000 LFF Modular Smart Array Chassis	2S6009C168	1	66.62
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD020500X	1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD0205014	1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD0205012	1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD020500Y	1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD0205013	1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD0205018	1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD0205017	1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD0205015	1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD0205010	1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD0205019	1	0.00
AF504A	HP PWR Monitor PDU Sngl 3PH 24A NA/JPN	2CJ9520849	1	0.00
AF504A	HP PWR Monitor PDU Sngl 3PH 24A NA/JPN	2CJ9520854	1	0.00

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401224172

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
AF054A	HP 10642 G2 Sidepanel ALL				1	0.00
AP838A	HP P2000 LFF Modular Smart Array Chassis	2S6014C167			1	66.62
AP838A	HP P2000 LFF Modular Smart Array Chassis	2S6014C175			1	66.62
AP838A	HP P2000 LFF Modular Smart Array Chassis	2S6014C157			1	66.62
AP838A	HP P2000 LFF Modular Smart Array Chassis	2S6014C158			1	66.62
AP844A	HP P2000 LFF Drive Enclosure I/O Module	3CL014J731			1	0.00
AP844A	HP P2000 LFF Drive Enclosure I/O Module	3CL020J252			1	0.00
AP844A	HP P2000 LFF Drive Enclosure I/O Module	3CL020J255			1	0.00
AP844A	HP P2000 LFF Drive Enclosure I/O Module	3CL020J256			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021504M			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021504N			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021504P			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021504R			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021504S			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021504T			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021504V			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021504W			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021504X			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021504Y			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021504Z			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD0215050			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD0215051			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD0215052			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD0215053			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD0215054			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD0215055			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD0215056			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD0215057			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD0215058			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021505A			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021505B			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021505C			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021505E			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021505G			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021505H			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021505J			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021505K			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021505L			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021505M			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021505N			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021505P			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD021505R			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD0295001			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD0295009			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD029500B			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD029500H			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD029500J			1	0.00

Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401224172

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD029500K			1	0.00
AP861A	HP P2000 1TB 6G SAS 7.2K 3.5in MDL HDD	THD029500P			1	0.00

**Discounts**

Multi-Year Hdr Disc% -8%	36.80-
HW Spec Neg DiscHdr% -18%	76.20-
Pre Payment HdrDisc% -4%	13.90-

**\*\*\* Software Support \*\*\***

**HP Software Technical Unlimited Support**

SW Technical Support  
SW Electronic Support  
24 Hrs Std Office Days  
24 Hrs Day 6  
24 Hrs Day 7  
Holidays Covered  
Standard Response

AP838A	HP P2000 LFF Modular Smart Array Chassis	2S6009C168	1	4.20
AP838A	HP P2000 LFF Modular Smart Array Chassis	2S6014C167	1	4.20
AP838A	HP P2000 LFF Modular Smart Array Chassis	2S6014C175	1	4.20
AP838A	HP P2000 LFF Modular Smart Array Chassis	2S6014C157	1	4.20
AP838A	HP P2000 LFF Modular Smart Array Chassis	2S6014C158	1	4.20

**HP Software Updates Service**

License to Use & SW Updates  
HP Recommended SW Upd Method  
HP Recommended Doc Upd Method

AP838A	HP P2000 LFF Modular Smart Array Chassis	2S6009C168	1	2.52
AP838A	HP P2000 LFF Modular Smart Array Chassis	2S6014C167	1	2.52
AP838A	HP P2000 LFF Modular Smart Array Chassis	2S6014C175	1	2.52
AP838A	HP P2000 LFF Modular Smart Array Chassis	2S6014C157	1	2.52
AP838A	HP P2000 LFF Modular Smart Array Chassis	2S6014C158	1	2.52

**Discounts**

Multi-Year Hdr Disc% -8%	3.20-
SW Spec Neg DiscHdr% -5%	1.85-
Pre Payment HdrDisc% -4%	1.35-

Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: DIRTSO2538

Your PO Reference:

CCRN Number: 0401224172

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		

**Summary of Charges**

Hardware Support	333.10
Hardware Support Tax TX	0.00
Software Support-Labor	21.00
Software Support-Labor Tax TX	0.00
Software Support-Materials	12.60
Software Support-Materials Tax TX	0.00
<b>TOTAL INCLUDING TAX</b>	<b>366.70</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.

Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Please refer to the payment schedule for prices to be invoiced yearly in advance.



# Payment Schedule as of 07/28/2014

AMP ID: CITYOFLUBBOCK

HP Invoice Group No: 60315925

Settlement Period from: From: 10/01/2014 to: 09/30/2015

Support Account Reference

10/01/2014  
09/30/2015


COL EVA8100	51,936.84
COL EVA8400	21,480.24
COL P6500	3,796.99
COL SERVERS	11,593.08
COL TAPE LIBRARIES	6,674.40
EVA4000 1	9,118.56
EVA4000 2	3,510.00
MSA	1,798.80
P2000 2	4,400.40
<b>Total for the period</b>	
CITYOFLUBBOCK	114,309.31

Applicable tax to be added to the invoice.

Print Date 07/28/2014

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Please refer to the payment schedule for prices to be invoiced yearly in advance. Price in USD.

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## Cooperative Contracts

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### Hewlett-Packard Company

URL [Vendor Website](#)  
Vendor ID 1941081436211  
HUB Type Non HUB

DIR Contract Number DIR-TSO-2538  
Contract Term End Date 7/3/2015  
Contract Exp Date 7/3/2018

### Hewlett-Packard Company

Contact [Joe Perugini](#)  
Phone (936) 689-0598  
Fax (800) 825-2329

DIR  
Contact [Linda Hart](#)  
Phone (512) 936-1775  
Fax (512) 475-4759

### Contract Overview

[Get Adobe Reader](#)

Contract: **DIR-TSO-2538**

#### Standard Terms and Conditions PDF - 778 KB

This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

#### HUB Subcontracting Plan (HSP) PDF - 694 KB | Updated 07/03/2014

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

#### Pricing PDF - 510 KB | Updated 07/03/2014

Pricing for available products and/or services under this contract are limited to those identified in the appendix.

#### Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, ITAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

[No thanks, return to search](#)

### How to Order

1. For product and pricing information, visit the [Hewlett-Packard Company](#) website or contact [Joe Perugini](#) at (936) 689-0598. Reseller Vendors are also available through this Contract. Select from any Reseller Vendor contact listed below to also obtain product and pricing information.
2. Generate a purchase order, made payable to Hewlett-Packard Company or any Reseller Vendor listed below. You must reference the DIR Contract Number **DIR-TSO-2538** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor or reseller sales representative.

### Available Brands

APC  
Citrix  
Doubletake Software  
HP  
Targus

### Available Products & Services

Computer Peripherals  
Computer, Thin Clients, and Terminals  
Computers  
Computers - Desktop  
Computers - Laptops  
Computers - Portable

### Additional Contract Information

[Appendix D, Software Licensing & SW and HW Support](#) (287 KB)

[Appendix E, Terms for SaaS and NonStop Products & Services](#) (291 KB)

### Reseller Vendor Contacts

Vendor Name	Vendor ID	HUB Type	Contact Name	Phone/Fax	Address
360 Technologies, Inc.	17429193323	Non HUB	<a href="#">Jay Simon</a>	Phone: (512) 266-7360 Fax: (512) 266-7366	15401 Debba Drive Austin, TX 78734
3-C Technology	1263968464100	Black/Male	<a href="#">Gail Reeves</a>	Phone: (972) 230-4300 Fax: (972) 230-4302	3200 W Pleasant Run Rd Ste 330 Lancaster, TX 75146
A&A Graphics Supply Corp.	1752430356100	Non HUB	<a href="#">Jamie Green</a>	Phone: (713) 686-0502 Fax: (281) 598-2159	11116 W. Little York Dr. Bldg 2 Houston, TX 77041
Abacus Computers, Inc.	1751844304300	Asian/Male	<a href="#">Mark Singh</a>	Phone: (432) 687-5424 Fax: (432) 682-7741	6 Dasta Drive, Suite 1350 Midland, TX 79705
Advantech Systems 2 Inc.	1760366630000	Black/Male	<a href="#">Terry Gomes</a>	Phone: (713) 777-7878 Fax: (713) 777-7885	9730 Town Park Drive, Suite 107 Houston, TX 77036

**Appendix A**  
**Standard Terms and Conditions For Services Contracts**

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**Appendix A**  
**Standard Terms and Conditions For Services Contracts**

**1. No Quantity Guarantees**

The Contract is not exclusive to the Vendor. Customers may obtain services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of services will be procured through the Contract.

**2. Definitions**

**A. Customer** - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

- 1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- 2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- 3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
- 4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
- 5) A local workforce development board created under Section 2308.253;
- 6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- 7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
- 8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- 9) A nonprofit organization that provides affordable housing.

**B. Compliance Check** – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

**C. Contract** – the document executed between DIR and Vendor into which this Appendix A is incorporated.

**D. CPA** – refers to the Texas Comptroller of Public Accounts.

**E. Day** - shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for

**Appendix A**  
**Standard Terms and Conditions For Services Contracts**

performance on a day that is not a business day, then performance is intended to occur on the next business day.

- F. Purchase Order** - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
- G. State** – refers to the State of Texas.

**3. General Provisions**

**A. Entire Agreement**

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

**B. Modification of Contract Terms and/or Amendments**

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Vendor may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendor.

**C. Invalid Term or Condition**

1) To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full



**Appendix A**  
**Standard Terms and Conditions For Services Contracts**

force and effect.

**D. Assignment**

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

**E. Survival**

All applicable service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor shall survive expiration or termination of the Contract. Rights and obligations under this Contract which by their nature should survive, including, but not limited to any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect after termination or expiration hereof.

**F. Choice of Law**

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

**G. Limitation of Authority**

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

**H. Proof of Financial Stability**

Either DIR or Customer may require Vendor to provide proof of financial stability prior to or at any time during the contract term.

**4. Intellectual Property Matters**

**A. Definitions**

1) "Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals,

## **Appendix A**

### **Standard Terms and Conditions For Services Contracts**

instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating

## **Appendix A**

### **Standard Terms and Conditions For Services Contracts**

to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

#### **B. Ownership.**

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

#### **C. Further Actions.**

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by

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Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

**D. Waiver of Moral Rights.**

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

**E. Confidentiality.**

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under subparagraph H. Hereunder, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

**F. Injunctive Relief.**

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

**G. Return of Materials Pertaining to Work Product.**

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is

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intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

#### **H. Vendor License to Use.**

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

#### **I. Third-Party Underlying and Derivative Works.**

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

#### **J. Agreement with Subcontracts.**

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

#### **K. License to Customer.**

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

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**L. Vendor Development Rights.**

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

**5. Terms and Conditions Applicable to State Agency Purchases Only**

**A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)**

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later than thirty (30) calendar days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

**B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)**

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 5.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services

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do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 5.B.

#### **6. Contract Fulfillment and Promotion**

##### **A. Service, Sales and Support of the Contract**

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for services available under the Contract shall be processed through the Contract.

##### **B. Internet Access to Contract and Pricing Information**

###### **1) Vendor Website**

Within thirty (30) calendar days from the effective date of the Contract, Vendor will establish and maintain a website specific to the service offerings under the Contract which is clearly distinguishable from other, non-DIR Contract offerings at Vendor's website. The website must include: the services offered, service specifications, specific contract pricing expressed in dollars as well as discount off MSRP or List Price, contact information for Vendor, instructions for obtaining quotes and placing Purchase Orders. The Vendor's website shall list the DIR Contract number, reference the DIR Information and Communications Technology Cooperative Contracts program, display the DIR logo in accordance with the requirements in paragraph D of this Section, and contain a link to the DIR website for the Contract.

###### **2) Accurate and Timely Contract Information**

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

###### **3) Website Compliance Checks**

Periodic compliance checks of the information posted for the Contract on Vendor's website will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this website is compliant with the pricing as stated in the Contract.

###### **4) Website Changes**

Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to suspend, terminate or remove a link at any time, in its sole discretion,



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without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link suspension, termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

#### **5) Use of Access Data Prohibited**

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

#### **6) Responsibility for Content**

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

### **C. Services Warranty and Return Policies**

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning services warranties and returns. Such policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like services.

### **D. DIR Logo**

Vendor may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Vendor logo, (iii) the DIR logo is only used to communicate the availability of services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

### **E. Vendor Logo**

DIR may use the Vendor's name and logo in the promotion of the Contract to communicate the availability of services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor.

### **F. Trade Show Participation**

At DIR's discretion, Vendor may be required to participate in one or more DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's expense, includes providing a manned booth display or

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similar presence. DIR will provide four months advance notice of any required participation. Vendor must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's booth.

**G. Performance Review Meetings**

DIR will require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract. The meetings will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

**H. DIR Cost Avoidance**

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of service sold under the Contract. The report shall contain: service description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR customers can procure the services.

**7. Pricing, Purchase Orders, Invoices, and Payments**

**A. Manufacturer's Suggested Retail Price (MSRP) or List Price**

MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable.

**B. Customer Discount**

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

**C. Customer Price**

1) The price to the Customer shall be calculated as follows:

**Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee, as set forth in Section 5.A., DIR Administrative Fee, of the Contract).**

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) to any other customer under the same

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terms and conditions provided for the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days and this Contract shall be amended days to reflect the lower price.

#### **D. Shipping and Handling Fees**

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer will be responsible for any charges for expedited or special delivery.

#### **E. Tax-Exempt**

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

#### **F. Travel Expense Reimbursement**

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<http://www.window.state.tx.us/procurement/prog/stmp/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5.A., DIR Administrative Fee, of the contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

#### **G. Changes to Prices**

Subject to the requirements of this section, Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract.

- 1) Price increase or decrease change requests must be requested with a signed cover letter indicating the change in price. Price increase requests must be accompanied by a copy of the manufacturer or publisher's price list.
- 2) Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.
- 3) Requests for price increases will be accepted or rejected by DIR within thirty (30) calendar days after receipt of a properly submitted request. Increases that are not

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accepted within thirty (30) calendar days will be deemed rejected. If a properly submitted increase is rejected, Vendor may request that the product or service rejected be removed from the Contract. The product or service will be removed from the Contract upon execution of a written Contract amendment, which shall be transmitted to Vendor by DIR within thirty (30) calendar days after receipt of the written request to remove the product or service and executed by both parties without undue delay. Existing pricing must be honored up to the date of execution of the Contract amendment. Prices may not be increased for at least ninety (90) calendar days after the contract start date. Price reductions will be accepted at any time.

#### **H. Purchase Orders**

All Customer Purchase Orders will be placed directly with the Vendor. Accurate Purchase Orders shall be effective and binding upon Vendor when accepted by Vendor.

#### **I. Invoices**

Invoices shall be submitted by the Vendor directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for services purchased under the Contract and any provision of acceptance of such services shall be made by the Customer to the Vendor.

Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to services, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the services by the Customer.

The administrative fee specified in Section 5.A., DIR Administrative Fee, of the contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

#### **J. Payments**

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Vendor. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments.

### **8. Contract Administration**

#### **A. Contract Managers**

DIR and the Vendor will each provide a Contract Manager to support the Contract. Information regarding the Contract Managers will be posted on the Internet website designated for the Contract.

##### **1) State Contract Manager**

DIR shall provide a Contract Manager whose duties shall include but not be limited to:

- i) advising DIR and Vendor of Vendor's performance under the terms and conditions

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of the Contract, and ii) periodic verification of pricing and, iii) verification of monthly reports submitted by Vendor.

#### **2) Vendor Contract Manager**

Vendor shall provide a dedicated Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between Vendor and a Customer, and iii) advising DIR of Vendor's performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Manager if the assigned Contract Manager is not, in the reasonable opinion of DIR, adequately serving the needs of the State.

### **B. Reporting and Administrative Fees**

#### **1) Reporting Responsibility**

a) Vendor shall be responsible for reporting all services purchased under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to compliance checks of Vendor's applicable Contract books at DIR's expense.

#### **2) Detailed Monthly Report**

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports shall be submitted to the DIR ICT Cooperative Contracts E-Mail Box at [ict.sales@dir.texas.gov](mailto:ict.sales@dir.texas.gov). Reports are due on the fifteenth (15<sup>th</sup>) calendar day after the close of the previous month period. If the 15<sup>th</sup> calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the administrative fee due for the reporting period, and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section.

#### **3) Historically Underutilized Businesses Subcontract Reports**

a) Vendor shall electronically provide each Customer with Vendor's relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

#### **4) DIR Administrative Fee**

a) An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum

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administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. Payment of the administrative fee shall be due on the fifteenth (15<sup>th</sup>) calendar day after the close of the previous month period. DIR may change the amount of the administrative fee upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment.

b) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

**5) Accurate and Timely Submission of Reports**

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at DIR's expense.

c) Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of a late fee penalty of \$100/day for each day the report or payment is due (up to \$1000/month) or suspension or termination of Vendor's Contract.

**C. Records and Audit**

1) Acceptance of funds under the Contract by Vendor acts as acceptance of the authority of the State Auditor's Office, or any successor agency or designee, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor shall maintain adequate records to establish compliance with the Contract until the later of a period of four (4) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: Customer name, invoice

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date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Vendor through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

#### **D. Contract Administration Notification**

1) Upon execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR ICT Cooperative Contracts E-Mail Box information.



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**9. Vendor Responsibilities**

**A. Indemnification**

**1) Independent contractor**

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING PRODUCTS AND SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER OR THE STATE OF TEXAS.

**2) Acts or Omissions**

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**3) Infringements**

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification

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**Standard Terms and Conditions For Services Contracts**

made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

**4) PROPERTY DAMAGE**

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

**B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE**

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX

**Appendix A**  
**Standard Terms and Conditions For Services Contracts**

LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**C. Vendor Certifications**

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

- (i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;
- (ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;
- (iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
- (iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;
- (v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;
- (vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;
- (vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;
- (viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the

**Appendix A**  
**Standard Terms and Conditions For Services Contracts**

Treasury, Office of Foreign Assets Control;

- (ix) that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;
- (x) that they are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;
- (xi) have identified all current or former, within the last five years, employees of the State assigned to work on the DIR Contract 20% or more of their time and has disclosed them to DIR and has disclosed or does not employ any relative of a current or former state employee within two degrees of consanguinity, and, if these facts change during the course of the Contract, certify they shall disclose the name and other pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity;
- (xii) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;
- (xiii) under Section 2155.006, Government Code, are not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;
- (xiv) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and
- (xv) represent and warrant that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code.

During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

**D. Ability to Conduct Business in Texas**

Vendor and its Order Fulfillers shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas.

**Appendix A**  
**Standard Terms and Conditions For Services Contracts**

**E. Equal Opportunity Compliance**

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

**F. Use of Subcontractors**

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. A revised Subcontracting Plan shall be required before Vendor can engage additional subcontractors in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

**G. Responsibility for Actions**

- 1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.
- 2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under the Certification Statement of Appendix A to the RFO and/or Section 9.C. (xi) and (xii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

**H. Confidentiality**

- 1) Vendor acknowledges that DIR and Customers that are state agencies are government agencies subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.
- 2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

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**I. Security of Premises, Equipment, Data and Personnel**

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

**J. Background and/or Criminal History Investigation**

Prior to commencement of any services, background and/or criminal history investigation of the Vendor's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by certain Customers having legislative authority to require such investigations. Should any employee or subcontractor of the Vendor who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

**K. Limitation of Liability**

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

**L. Overcharges**

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

**M. Prohibited Conduct**

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation,

## **Appendix A**

### **Standard Terms and Conditions For Services Contracts**

partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

#### **N. Required Insurance Coverage**

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A rated by A.M. Best, licensed in the State of Texas, and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

##### **1) Commercial General Liability**

Commercial General Liability must include a combined single limit of \$1,000,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate limit of \$2,000,000 [*Medical Expense each person: \$5,000; Personal Injury and Advertising Liability: \$1,000,000; Products /Completed Operations Aggregate Limit: \$2,000,000; Damage to Premises Rented to You: \$50,000*]. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer listed as an additional insured;
- d) 30-day Notice of Termination in favor of DIR and/or Customer; and
- e) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

##### **2) Workers' Compensation Insurance**

**WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF \$1,000,000**



**Appendix A**  
**Standard Terms and Conditions For Services Contracts**

**BODILY INJURY PER ACCIDENT, \$1,000,000 BODILY INJURY DISEASE POLICY LIMIT AND \$1,000,000 PER DISEASE PER EMPLOYEE.**

**3) Business Automobile Liability Insurance**

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation;
- b) 30-day Notice of Termination; and
- c) Additional Insured.

**O. Use of State Property**

Vendor is prohibited from using the Customer's equipment, the customer's location, or any other resources of the Customer or the State for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

**P. Immigration**

Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of the 1996 Act who will perform any labor or services under this Contract. Nothing herein is intended to exclude compliance by Vendor with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

**Q. Public Disclosure**

No public disclosures or news releases pertaining to this contract shall be made without prior written approval of DIR.

**R. Product and/or Services Substitutions**

Substitutions are not permitted without the written permission of DIR or Customer.

**S. Secure Erasure of Hard Disk Managed Services Products and/or Services**

Vendor agrees that all managed service products and/or services equipped with hard disk drives (e.g., computers, telephones, printers, fax machines, scanners, multifunction devices) shall have the capability to securely erase data written to the

## **Appendix A**

### **Standard Terms and Conditions For Services Contracts**

hard drive prior to final disposition of such managed service products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's managed service product and/or services' useful life or the end of the related Customer Managed Services Agreement for such products and/or services, in accordance with 1 TAC 202.

#### **T. Deceptive Trade Practices; Unfair Business Practices**

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

#### **U. Drug Free Workplace Policy**

The Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and Vendor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

#### **V. Accessibility of Public Information**

1) Pursuant to S.B. 1368 of the 83<sup>rd</sup> Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

2) Each State government entity should supplement the provision set forth in Subsection A, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

#### **W. Vendor Reporting Responsibilities**

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83<sup>rd</sup> Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

**Appendix A**  
**Standard Terms and Conditions For Services Contracts**

**10. Contract Enforcement**

**A. Enforcement of Contract and Dispute Resolution**

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

3) State agencies are required by rule (34 TAC §20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over \$25,000.

**B. Termination**

**1) Termination for Non-Appropriation**

**a) Termination for Non-Appropriation by Customer**

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the services, they are obligated to pay for the services or they may discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

**b) Termination for Non-Appropriation by DIR**

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for

## **Appendix A**

### **Standard Terms and Conditions For Services Contracts**

any damages or any other amounts which are caused by or associated with such termination.

#### **2) Absolute Right**

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 10.A, Notices, of intent to terminate.

#### **3) Termination for Convenience**

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days written notice.

#### **4) Termination for Cause**

##### **a) Contract**

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

##### **b) Purchase Order**

Customer or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with Section 9.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order.

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**5) Customer Rights Under Termination**

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

**6) Vendor or Order Fulfiller Rights Under Termination**

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

**C. Force Majeure**

DIR, Customer, or Vendor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Vendor will not be able to deliver services in a timely manner to meet the business needs of the Customer.

**11. Notification**

**A. Notices**

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

**B. Handling of Written Complaints**

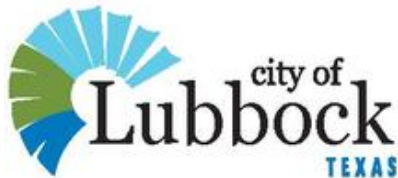
In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office  
Department of Information Resources  
Attn: Public Information Officer  
300 W. 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701  
(512) 475-4759, facsimile

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**12. Captions**

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.



## Regular City Council Meeting

6. 15.

Meeting Date: 09/25/2014

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### Information

#### Agenda Item

**Resolution - GIS and Data Services:** Consider a resolution authorizing the Mayor to execute contract 12030 with the Lubbock Metropolitan Planning Organization (LMPO) for GIS data and services.

#### Item Summary

The GIS and Data Services Department provides demographic and mapping data by contract to the Lubbock Metropolitan Planning Organization (LMPO). The City of Lubbock has provided the service to the LMPO for more than 20 years. The Texas Department of Transportation Travel Demand Model uses the collected land use data to forecast future traffic volumes within the Transportation Analysis Zones. The GIS and Data Services Department provides other demographic data, data analysis and mapping services to the LMPO to meet a variety of state and federal requirements. The City will also make available to the LMPO digital orthophotography and other data and mapping as specified within the scope of services in the proposed. The data created for the LMPO is also an integral part of the City's Geographic Information System, which is used by City departments and Lubbock citizens. The term of the agreement is through September 30, 2015.

#### Fiscal Impact

The total contract amount is \$53,700.

#### Staff/Board Recommending

Mark Yearwood, Assistant City Manager and CIO

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### Attachments

Resolution & Contract - Lubbock Metropolitan Planning Organization

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RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Consultant Agreement between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO) to provide Geographic Information System (GIS) services to the LMPO for fiscal year 2014-2015. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Mark Yearwood

Mark Yearwood, Assistant City Manager / CIO

APPROVED AS TO FORM:

John C. Grace  
Assistant City Attorney

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# LUBBOCK METROPOLITAN PLANNING ORGANIZATION CONSULTANT CONTRACT – GIS SERVICES

THE STATE OF TEXAS       §  
  §                                   KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF LUBBOCK     §

This contract is made, entered and executed between the Lubbock Metropolitan Planning Organization, which is the designated Metropolitan Planning Organization (MPO) of the Lubbock urbanized area & hereinafter called the MPO, and City of Lubbock, hereinafter called the Consultant.

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## W I T N E S S E T H

WHEREAS, pursuant to provisions of 23 USC 134, the Governor of the State of Texas has designated the MPO to be the single-focus planning organization for the Lubbock urbanized area(s) and has executed an agreement to effectuate the designation; and,

WHEREAS, pursuant to the Governor's designation and in compliance with applicable federal, state, and local laws, regulations, and ordinances, the MPO has developed and maintains a current Unified Planning Work Program which outlines work tasks and estimated expenditures; and,

WHEREAS, the current Unified Planning Work Program has been approved by the State of Texas, acting by and through the State Department of Highways and Public Transportation, and the U.S. Department of Transportation, acting by and through the Federal Highway Administration; and,

WHEREAS, the current Unified Planning Work Program authorizes the MPO to engage a consultant to perform the services described in **Subtask 2.1** of the **2014 – 2015 Unified Planning Work Program**, and the Consultant has proposed a plan to complete the task, and the MPO has accepted the proposal;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the MPO and the Consultant do mutually agree as follows:

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## ***A G R E E M E N T***

### **Article 1. Contract Period**

This contract becomes effective when fully executed by all parties hereto or on **October 1, 2014**, whichever occurs later, and shall terminate upon the MPO's final approval of work completed by the Consultant or on **September 30, 2015**, whichever occurs earlier, unless otherwise terminated or modified as hereinafter provided.

### **Article 2. Responsibilities of the Parties**

The Consultant shall undertake and complete the task(s) as described in **Exhibit A, Scope of Services**, and in accordance with all terms and conditions included hereinafter. The MPO shall provide assistance as appropriate and as specified in said **Exhibit A**, including approval of all work.

### **Article 3. Compensation**

The maximum amount payable under this contract shall not exceed the amount of **Fifty-three Thousand Seven Hundred and NO/100 Dollars (\$53,700.00)**. The MPO may make partial proportionate payments of the fixed fee based on the amount of work completed by the Consultant. All payments made hereunder will be made on the basis of reimbursement of actual costs incurred, not to exceed the limits authorized in Article 3, Compensation. To be eligible for reimbursement, a cost must be incurred within the contract period specified in Article 1 above and be authorized or not prohibited in **Exhibit A**. All costs must be supported by source documents which comply with generally accepted accounting practices. Payment of costs incurred is further governed by cost principles outlined in the Federal Acquisition Regulation, Part 31, Subpart 31.2, Contracts with Commercial Organizations.

#### **Article 3.1 Consideration**

The consideration to be paid for the Services to be provided to the MPO as described in **Exhibit A** shall be on a per-task-completed basis. This amount shall be invoiced to the MPO monthly as work is performed, or as otherwise agreed to in writing by the MPO and Consultant.

#### **Article 3.2 Basis for Compensation**

It is understood by the MPO that in some cases the tasks listed in **Exhibit A** are a continuing process and that the completion of each task is ongoing. The Consultant may charge the MPO on a recurring basis throughout the year provided that the MPO is furnished by the 15<sup>th</sup> day of each month a detailed description of the task completed including at a minimum:

- (1) The number of man-hours used to perform the task;
- (2) Cost per man-hours;

- (3) Any other cost associated with producing the task;
- (4) An explanation of how the work produced relates to Consultant's scope of work within the MPO Metropolitan Area Boundary;
- (5) Completed timesheets of the individuals working on each task that are used to seek reimbursement; and
- (6) Total amount of reimbursement sought for the tasks.

### **Article 3.3     Funding**

The parties hereto agree that funds from which payments if any, under this Agreement shall be made originate from federal and state grant funds, and are subject to and contingent upon continued funding. In the event said funding is discontinued, the MPO shall provide Consultant with seven (7) days notice thereof, and Consultant shall immediately discontinue all activities in progress pursuant to this Agreement.

### **Article 4.       Contract Amendments**

Significant changes in the terms and conditions of this contract can be made only by written amendment executed by the parties hereto prior to the changes being made.

### **Article 5.       Additional Work**

If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this contract and constitutes additional work, the Consultant shall promptly notify the MPO in writing. In the event that the MPO finds that such work does constitute additional work, the MPO shall so advise the Consultant and provide compensation for doing the work on the same basis as the original work *or* the MPO shall advise the Consultant not to perform the work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment will be executed. Any amendment so executed must be approved within the contract period specified in Article 1.

### **Article 6.       Changes in Work**

When the approved project description requires a completed work product, the MPO will review the work as specified in the approved project description. If the MPO finds it necessary to request changes in previously satisfactorily completed work or parts thereof, the Consultant will make such revisions as requested and directed by the MPO. Such work will be considered as additional work and subject to the requirements established in Article 5. If the MPO finds it necessary to require the Consultant to revise completed work to correct errors appearing therein, the Consultant will make such corrections, and no compensation will be paid for the corrections.

### **Article 7.       Omitted**

## **Article 8. Inspection of Work**

The MPO, the State of Texas, and the U.S. Department of Transportation, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed. If any inspection or evaluation is made on the premises of a subcontractor, the Consultant shall provide and require his subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

## **Article 9. Disputes**

The parties hereto shall act in good faith to resolve any and all disputes that may arise in connection with this agreement. Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of contract work.

## **Article 10. Noncollusion**

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for him/her, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this contract. Consultant shall also certify that he/she has not lobbied any federal officer or employee for awarding this contract pursuant to the certification at **Appendix B**.

## **Article 11. Reporting**

The Consultant shall submit quarterly performance reports that provide as a minimum:

- (1) A comparison of actual accomplishments to the goals established for the period;
- (2) Reasons why established goals were not met, if appropriate; and
- (3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Consultant shall submit a final report within 90 days after completion of the contract.

The Consultant shall promptly advise the MPO in writing of events which have a significant impact upon the contract, including:

- (1) Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be

accompanied by a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and

- (2) Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

#### **Article 12. Records**

The Consultant agrees to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office during the contract period and for three years from the date of final payment under the contract. Such materials shall be made available during the specified period for inspection by the authorized representatives of the MPO, the State of Texas, the U.S. Department of Transportation and the Office of the Inspector General, for the purpose of making audits, examinations, excerpts, and transcriptions.

#### **Article 13. Subcontracts**

Any subcontract for professional services rendered by individuals or organizations not a part of the Consultant's organization shall not be executed without prior authorization and approval of the subcontract by the MPO. Subcontracts in excess of \$25,000 shall contain all required provisions of this contract.

#### **Article 14. Termination**

Either party to this Agreement may terminate this contract in part or in whole at any time before the date of completion whenever it is determined that the other party has failed to comply with the conditions of the contract. The terminating party shall give written notice to the other party at least seven days prior to the effective date of termination and specify the effective date of termination and the reason for termination. If both parties to this contract agree that the continuation of the contract in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. Upon termination of this contract, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the Consultant shall, at the option of the MPO, be delivered to the MPO with no restriction on future use. The MPO shall compensate the Consultant for those eligible expenses incurred during the contract period which are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to the MPO. The Consultant shall not incur new obligations for the terminated portion after the effective date of termination.

#### **Article 15. Remedies**

Violation or breach of contract terms by the Consultant shall be grounds for termination of the contract. This agreement shall not be considered as specifying the exclusive remedy for any

default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

#### **Article 16. Compliance With Laws**

The Consultant shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Consultant shall furnish the MPO with satisfactory proof of its compliance therewith.

#### **Article 17. Successors and Assigns**

The MPO and the Consultant each binds itself, its successors, executors, assigns and administrators to the other party to this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement. Neither the MPO nor the Consultant shall assign, sublet, or transfer his interest in this agreement without written consent of the other.

#### **Article 18. Ownership of Documents**

Upon completion or termination of this contract, all documents prepared by the consultant or furnished to the consultant by the MPO shall be delivered to and become the property of the MPO. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the MPO without restriction or limitation of further use.

#### **Article 19. Signatory Warranty**

The undersigned signatory for the Consultant hereby represents and warrants that signatory is an officer of the organization for which signatory has executed this contract and that signatory has full and complete authority to enter into this contract on behalf of the firm.

#### **Article 20. Consultant Resources**

The Consultant warrants that it presently has adequate qualified personnel in its employment for performance of services required under this contract. Unless otherwise specified, the Consultant shall furnish all equipment, materials, and supplies required to perform the work authorized herein. All employees of the Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them.

#### **Article 21. Equal Employment Opportunity**

The Consultant agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR 60).



## **Article 22. Nondiscrimination**

During the performance of this contract, the Consultant, its assigns and successors in interest, agrees as follows:

- (1) *Compliance with Regulations:* The Consultant shall comply with the following regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
  - A. Title VI of the Civil Rights Act of 1964, as amended (42 U.S. C. 2000d-1) and 49 CFR part 21;
  - B. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
  - C. Section 110(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
  - D. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
  - E. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
  - F. the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
  - G. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
  - H. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- (2) *Nondiscrimination:* The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in **Appendix B** of the Regulations.
- (3) *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the Consultant for

work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

- (4) *Information and Reports:* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Highways and Public Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Department of Highways and Public Transportation or the U.S. Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) *Sanctions for Noncompliance:* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State Department of Highways and Public Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to:
  - A. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - B. cancellation, termination, or suspension of the contract in whole or in part.
- (6) *Incorporation of Provisions:* The Consultant shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the MPO may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the MPO to enter into such litigation to protect the interests of the MPO; in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## **Article 23. Minority Business Enterprises**

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently the Minority Business Enterprise requirements of 49 CFR 23, exclusive of Subpart D, apply to this contract as follows:

- (1) The Consultant agrees to insure that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, have the maximum opportunity in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 23, exclusive of Subpart D, to insure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts; and
- (2) The Consultant and any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts funded in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract. Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the MPO, may result in termination of the contract by the MPO or other such remedy as the MPO deems appropriate.

#### **Article 24. Delinquent Tax Certification**

Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the State from awarding a contract to a corporation that is delinquent in paying taxes under Chapter 171, Tax Code, the Consultant hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from or not subject to such tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for cancellation of the contract at the sole option of the State.

#### **Article 25. Debarment/Suspension**

The MPO is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. The MPO shall require any party to a subcontract or purchase order awarded under this contract as specified in Title 49 of the Code of Federal Regulations, Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds by executing the Debarment Certification at **Appendix A.**

#### **Article 26. Clean Air Act: Air Pollution Prevention & Control**

All State and local transportation officials will take in a 3-C planning process in nonattainment areas to determine which planning elements will be developed, adopted, and implemented to maintain or improve the air quality for said area. In non-attainment areas that include more than one state, the affected states may jointly undertake and implement air quality planning procedures. Activities not conforming to approved plans will be given to those projects or programs that achieve and maintain national primary ambient air quality standards. (49 USC, Ch. 85, Sec's 7408, 7410, 7504, 7505a, 7511, 7506(c) and (d) and 7604; 49 USC, Ch. 53, 23 USC, Sec. 134). The consultant will maintain all applicable national primary ambient air quality standards during the discharge of all work tasks as set out in this contract.

## **Article 27. Buy America/Cargo Preference**

To the extent the requirements might apply, the Consultant agrees that he/she will comply with applicable Buy America requirements set forth in Section 401 of the Surface Transportation Assistance Act of 1978 (P.L. 95-599) and the Federal Transit Administration's Buy America regulations in 49 CFR 660 through its contract with the MPO. The Consultant also agrees to comply with the Cargo Preference Requirements Act set forth in 46 U.S.C. 1241 and Maritime Administration regulations set forth in 46 CFR 381 through its contract with the MPO.

## **Article 28. Independent Contractor**

It is understood and agreed that Consultant is to perform the Services in a sound and professional manner and exercising the degree of care, skill, and diligence in the performance of the Services as is exercised by a professional under similar circumstances and Consultant hereby warrants to the MPO that the Services shall be so performed. Further, Consultant is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement, Consultant and Consultant's employees will not be considered, for any purpose, employees or agents of the MPO within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury, or taxes of any kind.

## **Article 29. Credit and Disclaimer Statement**

Pursuant to requirements of 23 USC Section 104(f), Consultant shall include the following Credit and Disclaimer statement verbatim in all reports produced for this contract:

*The preparation of this report has been financed in part through grant(s) from the Federal Highway Administration and Federal Transit Administration, under the Metropolitan Planning Program, Section 104(f) of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.*

## **Article 30. Miscellaneous**

Any notice required by this Agreement shall be deemed to be properly served, if:

- (1) provided in person or by telephonic facsimile; or
- (2) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, three (3) days after depositing such notice in the United States mail, as set forth above.

Notice shall be given to:

<p><i>For MPO:</i></p> <p>H. David Jones,  Transportation Planning Director  Lubbock Metropolitan Planning Organization  916 Main Street, Suite 445  Lubbock, Texas 79401  Facsimile: (806) 775-1675</p> <p>w/ copy to:</p> <p>City Attorney  City of Lubbock  P.O. Box 2000  Lubbock, Texas 79457  Facsimile: (806) 775-3307</p>	<p><i>For Consultant:</i></p> <p>City Secretary  City of Lubbock  P.O. Box 2000  Lubbock, Texas 79457  Facsimile: (806) 775-3983</p> <p>w/ copy to:</p> <p>Mark Yearwood  Assistant City Manager and CIO  City of Lubbock  P.O. Box 2000  Lubbock, Texas 79457  Facsimile: (806) 775—1675</p>
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**Article 31. VENUE**

THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.

**Article 32. Entire Agreement**

This Agreement represents the entire and sole agreement between the MPO and Consultant with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or other agreements, whether written or oral. This Agreement may not be modified or amended except in writing and duly executed by each party hereto.

**Article 33 No Joint Venture**

Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Consultant and the MPO.

#### **Article 34     Savings Provision**

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent of the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.

#### **Article 35     No Third Party Beneficiaries**

Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than MPO and Consultant.

#### **Article 36     Authority**

Consultant represents and warrants to MPO that it has taken all actions necessary to authorize the party executing this Agreement to bind, in all respects, Consultant to all terms and provisions of this Agreement and that such person possesses authority to execute this Agreement and bind Consultant hereto.

#### **Article 37     Non-Arbitration (*Required by the City of Lubbock*)**

The Consultant reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the Consultant shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, the former shall control.

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IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**MPO**

**CONSULTANT**

\_\_\_\_\_  
Karen Gibson, Chair  
Transportation Policy Committee

\_\_\_\_\_  
Glen Robertson  
Mayor, City of Lubbock

ATTEST:

ATTEST:


\_\_\_\_\_  
Tammy Walker, MPO Secretary

\_\_\_\_\_  
Becky Garza, City Secretary

AS TO CONTENT:

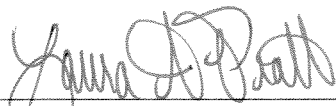
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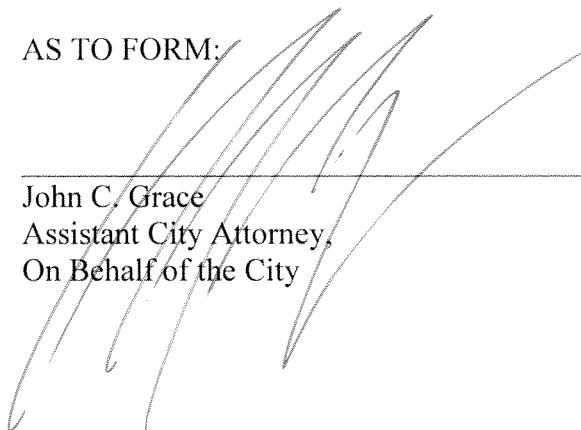
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H. David Jones  
Transportation Planning Director

  
\_\_\_\_\_  
Mark Yearwood  
Assistant City Manager and CIO

AS TO FORM:

AS TO FORM:

  
\_\_\_\_\_  
Laura Pratt  
Assistant City Attorney,  
On Behalf of the MPO,  
Per MOU

  
\_\_\_\_\_  
John C. Grace  
Assistant City Attorney,  
On Behalf of the City



## **EXHIBIT A**

### **Scope of Services**

#### **Geographic Information Systems (GIS)**

The following items shall be included in the scope of services to be rendered by Consultant pursuant to this Agreement, hereinafter referred to as "Project". It is understood and agreed that unless this Agreement is extended by Parties, mutually and in writing, no activity or compensation therefore shall be made after September 30, 2015, and that the Project shall be completed in full before said date except as otherwise provided for in this Scope of Services.

The stated purpose of this project is to enhance the ongoing update of the City of Lubbock Land Use Data Files in order to be able to provide more accurate data input to the Texas Department of Transportation's (TxDOT's) Travel Demand Model for forecasting future traffic volumes within the Transportation Analysis Zones (TAZ).

This project will result in spatial and tabular datasets, including geographic and demographic information for areas inside the Metropolitan Area Boundary (MAB) and the Transportation Analysis Zones (TAZ). Products include:

- (1) Spatial and tabular data, including political and census boundaries, TAZ and Serial Zone and other special areas as needed;
- (2) Geocoded street centerline information for areas within the Transportation Analysis Zones (TAZ). The centerline segments will be maintained by 100 blocks to facilitate traffic modeling;
- (3) Flood plain data within the approved TAZ to the extent that such data is available from FEMA and other sources;
- (4) Demographic data, as it becomes available from the Census Bureau and other sources;
- (5) Bus routes and stops, bus shelters, major traffic generators and other transit improvements to facilitate Title VI compliancy when requested by the MPO and with the cooperation of Citibus;
- (6) Detailed parcel mapping and database information processed from Lubbock Central Appraisal records, plats, building permits, and other sources for the area within the Lubbock city limits. Services include daily database maintenance and record maintenance to ensure accurate and comprehensive data in the City's land use database; and
- (7) More general land use information may be collected for areas outside the city limits but within the Metropolitan Area Boundary (MAB) and Transportation Analysis Zones (TAZs) from available sources as needed.

City will manage the Travel Demand Update data by Traffic Analysis Zones and will be able to produce studies including but not limited to:

- (1) Revising statistical data by TAZ from multiple sources, including identifying special generators;
- (2) Reviewing the demographic chapter of the Lubbock Metropolitan Plan;
- (3) Providing demographic information as requested by the LMPO;
- (4) Maintaining current geographic and political boundaries, including TAZ, for the Census Bureau; and
- (5) Other activities as requested by the MPO.
- (6) City will also assist the MPO in updating the Travel Demand Model through GIS assistance, including map production. City will also assist in map production for Title VI and Environmental Justice requirements.
- (7) City will also provide information about buildings, structures and sites for Section 106 review of projects in the MPO area, using the existing resources of the City of Lubbock Historic Site Survey and the Lubbock County Historical Survey (2008-2010). This does not, however, obligate the City to undertake additional historical research for MPO projects nor to act as a cultural resources consultant on projects in the MPO area.
- (8) City will include the LMPO on its enterprise license agreement with Esri, and make available all software and extensions that are included within that agreement to the LMPO.
- (9) At the conclusion of this Scope of Services, City will be able to produce a land use analysis, demographic characteristic analysis, and limited environmental analysis for areas within the Metropolitan Area Boundary (MAB) and the Transportation Analysis Zones (TAZ). The information available to the MPO may be collected from other sources and agencies (including Lubbock Central Appraisal District and Lubbock Emergency Communication District) in addition to being created by the GIS and Data Services Department.

All subtasks set out in this Scope of Services shall be complete on or before **September 30, 2015** unless extended by the Technical Advisory Committee and approved in the following year's Unified Planning Work Program. This task and all associated sub-tasks are annual ongoing elements.

Construction and/or performance progress shall be reported monthly to the Technical Advisory Committee by the Project Manager.

Consultant will be responsible for any and all research, investigation, and data recovery necessary to perform the described services.

Consultant will be responsible for any and all data interpretation, compilation and entry necessary to complete this project.


Consultant will be responsible for any survey necessary to perform the data collection, all coordination among the stakeholders, and any mobilization necessary to implement the services to be provided.

Collected data will be used by the Lubbock Metropolitan Planning Organization (LMPO) to update the Travel Demand Model, Metropolitan Transportation Plan, Transportation Improvement Program, and the Congestion Management Plan as required by law and policies of the various stakeholders.

APPROVED:

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H. David Jones  
Transportation Planning Director



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Mark Yearwood  
Assistant City Manager and CIO

**APPENDIX A  
DEBARMENT CERTIFICATION  
(Negotiated Contracts)**

- (1) City of Lubbock, as **CONSULTANT**, certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default.
- (2) Where the **CONSULTANT** is unable to certify to any of the statements in this certification, such **CONSULTANT** shall attach an explanation to this certification.

\*federal, state or local

\_\_\_\_\_  
Authorized Signatory, Title

\_\_\_\_\_  
Date

**APPENDIX B**  
**CERTIFICATION FOR CONTRACTS, GRANTS,**  
**LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Consultants shall certify and disclosure accordingly.

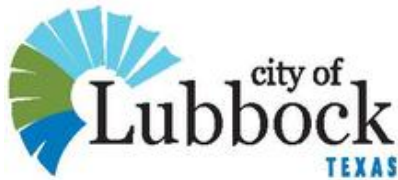
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Authorized Signatory, Title

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Date



## Regular City Council Meeting

6. 16.

Meeting Date: 09/25/2014

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### Information

#### Agenda Item

**Resolution - Transit Services:** Consider a resolution authorizing the Mayor to execute contract 12044 a Consultant Agreement between City and the Lubbock Metropolitan Planning Organization (LMPO) to provide public transit services.

#### Item Summary

The contract is for \$53,700 for services to be provided by Citibus to the LMPO. Citibus will produce new reports based on the collection of new data or update existing reports to satisfy “maintenance of eligibility” standards as required by federal agencies. Named reports include but are not limited to:

- Technical Study Report
- National Transit Database reporting and related data collection and analysis
- Grant application preparation
- Federal Financial Status reports
- Federal Milestone Status reports
- DBE program preparation and reports
- Safety and Security Plan update

Contingent upon funding and staff availability, the year’s projects could also include the following:

- Passenger Marketing Survey
- ADA Paratransit Plan

The contract, if approved, would be effective until September 30, 2015.

#### Fiscal Impact

The contract amount of \$53,700 has already been included in the FY 2014-15 Citibus budget. Acceptance of this contract will result in no additional cost to the City of Lubbock.

#### Staff/Board Recommending

Bill Howerton, Assistant City Manager

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### Attachments

Resolution - Citibus - MPO

Contract - Citibus - MPO

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## RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Consultant Agreement between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO) to provide public transit services to the LMPO for fiscal year 2014-2015. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John C. Grace  
Assistant City Attorney



# **LUBBOCK METROPOLITAN PLANNING ORGANIZATION CONSULTANT CONTRACT – PUBLIC TRANSIT SERVICES**

THE STATE OF TEXAS       §  
  §                   KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF LUBBOCK       §

This contract is made, entered and executed between the Lubbock Metropolitan Planning Organization, which is the designated Metropolitan Planning Organization (MPO) of the Lubbock urbanized area & hereinafter called the MPO, and City of Lubbock, hereinafter called the Consultant.

---

## **W I T N E S S E T H**

WHEREAS, pursuant to provisions of 23 USC 134, the Governor of the State of Texas has designated the MPO to be the single-focus planning organization for the Lubbock urbanized area(s) and has executed an agreement to effectuate the designation; and,

WHEREAS, pursuant to the Governor's designation and in compliance with applicable federal, state, and local laws, regulations, and ordinances, the MPO has developed and maintains a current Unified Planning Work Program which outlines work tasks and estimated expenditures; and,

WHEREAS, the current Unified Planning Work Program has been approved by the State of Texas, acting by and through the State Department of Highways and Public Transportation, and the U.S. Department of Transportation, acting by and through the Federal Highway Administration; and,

WHEREAS, the current Unified Planning Work Program authorizes the MPO to engage a consultant to perform the services described in **Subtasks 3.2, 3.3 and 3.4 of the 2014 – 2015 Unified Planning Work Program**, and the Consultant has proposed a plan to complete the task, and the MPO has accepted the proposal;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the MPO and the Consultant do mutually agree as follows:

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

## ***A G R E E M E N T***

### **Article 1. Contract Period**

This contract becomes effective when fully executed by all parties hereto or on **October 1, 2014**, whichever occurs later, and shall terminate upon the MPO's final approval of work completed by the Consultant or on **September 30, 2015**, whichever occurs earlier, unless otherwise terminated or modified as hereinafter provided.

### **Article 2. Responsibilities of the Parties**

The Consultant shall undertake and complete the task(s) as described in **Exhibit A, Scope of Services**, and in accordance with all terms and conditions included hereinafter. The MPO shall provide assistance as appropriate and as specified in said **Exhibit A**, including approval of all work.

### **Article 3. Compensation**

The maximum amount payable under this contract shall not exceed the amount of **Fifty-three Thousand Seven Hundred and NO/100 Dollars (\$53,700.00)**. The MPO may make partial proportionate payments of the fixed fee based on the amount of work completed by the Consultant. All payments made hereunder will be made on the basis of reimbursement of actual costs incurred, not to exceed the limits authorized in Article 3, Compensation. To be eligible for reimbursement, a cost must be incurred within the contract period specified in Article 1 above and be authorized or not prohibited in **Exhibit A**. All costs must be supported by source documents which comply with generally accepted accounting practices. Payment of costs incurred is further governed by cost principles outlined in the Federal Acquisition Regulation, Part 31, Subpart 31.2, Contracts with Commercial Organizations.

#### **Article 3.1 Consideration**

The consideration to be paid for the Services to be provided to the MPO as described in **Exhibit A** shall be on a per-task-completed basis. This amount shall be invoiced to the MPO monthly as work is performed, or as otherwise agreed to in writing by the MPO and Consultant.

#### **Article 3.2 Basis for Compensation**

It is understood by the MPO that in some cases the tasks listed in **Exhibit A** are a continuing process and that the completion of each task is ongoing. The Consultant may charge the MPO on a recurring basis throughout the year provided that the MPO is furnished by the 15<sup>th</sup> day of each month a detailed description of the task completed including at a minimum:

- (1) The number of man-hours used to perform the task;
- (2) Cost per man-hours;

- (3) Any other cost associated with producing the task;
- (4) An explanation of how the work produced relates to Consultant's scope of work within the MPO Metropolitan Area Boundary;
- (5) Completed timesheets of the individuals working on each task that are used to seek reimbursement; and
- (6) Total amount of reimbursement sought for the tasks.

### **Article 3.3 Funding**

The parties hereto agree that funds from which payments if any, under this Agreement shall be made originate from federal and state grant funds, and are subject to and contingent upon continued funding. In the event said funding is discontinued, the MPO shall provide Consultant with seven (7) days notice thereof, and Consultant shall immediately discontinue all activities in progress pursuant to this Agreement.

### **Article 4. Contract Amendments**

Significant changes in the terms and conditions of this contract can be made only by written amendment executed by the parties hereto prior to the changes being made.

### **Article 5. Additional Work**

If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this contract and constitutes additional work, the Consultant shall promptly notify the MPO in writing. In the event that the MPO finds that such work does constitute additional work, the MPO shall so advise the Consultant and provide compensation for doing the work on the same basis as the original work *or* the MPO shall advise the Consultant not to perform the work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment will be executed. Any amendment so executed must be approved within the contract period specified in Article 1.

### **Article 6. Changes in Work**

When the approved project description requires a completed work product, the MPO will review the work as specified in the approved project description. If the MPO finds it necessary to request changes in previously satisfactorily completed work or parts thereof, the Consultant will make such revisions as requested and directed by the MPO. Such work will be considered as additional work and subject to the requirements established in Article 5. If the MPO finds it necessary to require the Consultant to revise completed work to correct errors appearing therein, the Consultant will make such corrections, and no compensation will be paid for the corrections.

### **Article 7. Omitted**

## **Article 8. Inspection of Work**

The MPO, the State of Texas, and the U.S. Department of Transportation, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed. If any inspection or evaluation is made on the premises of a subcontractor, the Consultant shall provide and require his subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

## **Article 9. Disputes**

The parties hereto shall act in good faith to resolve any and all disputes that may arise in connection with this agreement. Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of contract work.

## **Article 10. Noncollusion**

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for him/her, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this contract. Consultant shall also certify that he/she has not lobbied any federal officer or employee for awarding this contract pursuant to the certification at **Appendix B**.

## **Article 11. Reporting**

The Consultant shall submit quarterly performance reports that provide as a minimum:

- (1) A comparison of actual accomplishments to the goals established for the period;
- (2) Reasons why established goals were not met, if appropriate; and
- (3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Consultant shall submit a final report within 90 days after completion of the contract.

The Consultant shall promptly advise the MPO in writing of events which have a significant impact upon the contract, including:

- (1) Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be

accompanied by a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and

- (2) Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

#### **Article 12. Records**

The Consultant agrees to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office during the contract period and for three years from the date of final payment under the contract. Such materials shall be made available during the specified period for inspection by the authorized representatives of the MPO, the State of Texas, the U.S. Department of Transportation and the Office of the Inspector General, for the purpose of making audits, examinations, excerpts, and transcriptions.

#### **Article 13. Subcontracts**

Any subcontract for professional services rendered by individuals or organizations not a part of the Consultant's organization shall not be executed without prior authorization and approval of the subcontract by the MPO. Subcontracts in excess of \$25,000 shall contain all required provisions of this contract.

#### **Article 14. Termination**

Either party to this Agreement may terminate this contract in part or in whole at any time before the date of completion whenever it is determined that the other party has failed to comply with the conditions of the contract. The terminating party shall give written notice to the other party at least seven days prior to the effective date of termination and specify the effective date of termination and the reason for termination. If both parties to this contract agree that the continuation of the contract in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. Upon termination of this contract, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the Consultant shall, at the option of the MPO, be delivered to the MPO with no restriction on future use. The MPO shall compensate the Consultant for those eligible expenses incurred during the contract period which are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to the MPO. The Consultant shall not incur new obligations for the terminated portion after the effective date of termination.

#### **Article 15. Remedies**

Violation or breach of contract terms by the Consultant shall be grounds for termination of the contract. This agreement shall not be considered as specifying the exclusive remedy for any

default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

#### **Article 16. Compliance With Laws**

The Consultant shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Consultant shall furnish the MPO with satisfactory proof of its compliance therewith.

#### **Article 17. Successors and Assigns**

The MPO and the Consultant each binds itself, its successors, executors, assigns and administrators to the other party to this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement. Neither the MPO nor the Consultant shall assign, sublet, or transfer his interest in this agreement without written consent of the other.

#### **Article 18. Ownership of Documents**

Upon completion or termination of this contract, all documents prepared by the consultant or furnished to the consultant by the MPO shall be delivered to and become the property of the MPO. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the MPO without restriction or limitation of further use.

#### **Article 19. Signatory Warranty**

The undersigned signatory for the Consultant hereby represents and warrants that signatory is an officer of the organization for which signatory has executed this contract and that signatory has full and complete authority to enter into this contract on behalf of the firm.

#### **Article 20. Consultant Resources**

The Consultant warrants that it presently has adequate qualified personnel in its employment for performance of services required under this contract. Unless otherwise specified, the Consultant shall furnish all equipment, materials, and supplies required to perform the work authorized herein. All employees of the Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them.

#### **Article 21. Equal Employment Opportunity**

The Consultant agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR 60).

## **Article 22. Nondiscrimination**

During the performance of this contract, the Consultant, its assigns and successors in interest, agrees as follows:

- (1) *Compliance with Regulations:* The Consultant shall comply with the following regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
  - A. Title VI of the Civil Rights Act of 1964, as amended (42 U.S. C. 2000d-1) and 49 CFR part 21;
  - B. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
  - C. Section 110(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
  - D. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
  - E. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
  - F. the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
  - G. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
  - H. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- (2) *Nondiscrimination:* The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in **Appendix B** of the Regulations.
- (3) *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the Consultant for



work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(4) *Information and Reports:* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Highways and Public Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Department of Highways and Public Transportation or the U.S. Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) *Sanctions for Noncompliance:* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State Department of Highways and Public Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to:

A. withholding of payments to the Consultant under the contract until the Consultant complies, and/or

B. cancellation, termination, or suspension of the contract in whole or in part.

(6) *Incorporation of Provisions:* The Consultant shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the MPO may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the MPO to enter into such litigation to protect the interests of the MPO; in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## **Article 23. Minority Business Enterprises**

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently the Minority Business Enterprise requirements of 49 CFR 23, exclusive of Subpart D, apply to this contract as follows:

- (1) The Consultant agrees to insure that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, have the maximum opportunity in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 23, exclusive of Subpart D, to insure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts; and
- (2) The Consultant and any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts funded in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract. Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the MPO, may result in termination of the contract by the MPO or other such remedy as the MPO deems appropriate.

#### **Article 24. Delinquent Tax Certification**

Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the State from awarding a contract to a corporation that is delinquent in paying taxes under Chapter 171, Tax Code, the Consultant hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from or not subject to such tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for cancellation of the contract at the sole option of the State.

#### **Article 25. Debarment/Suspension**

The MPO is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. The MPO shall require any party to a subcontract or purchase order awarded under this contract as specified in Title 49 of the Code of Federal Regulations, Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds by executing the Debarment Certification at **Appendix A**.

#### **Article 26. Clean Air Act: Air Pollution Prevention & Control**

All State and local transportation officials will take in a 3-C planning process in nonattainment areas to determine which planning elements will be developed, adopted, and implemented to maintain or improve the air quality for said area. In non-attainment areas that include more than one state, the affected states may jointly undertake and implement air quality planning procedures. Activities not conforming to approved plans will be given to those projects or programs that achieve and maintain national primary ambient air quality standards. (49 USC, Ch. 85, Sec's 7408, 7410, 7504, 7505a, 7511, 7506(c) and (d) and 7604; 49 USC, Ch. 53, 23 USC, Sec. 134). The consultant will maintain all applicable national primary ambient air quality standards during the discharge of all work tasks as set out in this contract.

## **Article 27. Buy America/Cargo Preference**

To the extent the requirements might apply, the Consultant agrees that he/she will comply with applicable Buy America requirements set forth in Section 401 of the Surface Transportation Assistance Act of 1978 (P.L. 95-599) and the Federal Transit Administration's Buy America regulations in 49 CFR 660 through its contract with the MPO. The Consultant also agrees to comply with the Cargo Preference Requirements Act set forth in 46 U.S.C. 1241 and Maritime Administration regulations set forth in 46 CFR 381 through its contract with the MPO.

## **Article 28. Independent Contractor**

It is understood and agreed that Consultant is to perform the Services in a sound and professional manner and exercising the degree of care, skill, and diligence in the performance of the Services as is exercised by a professional under similar circumstances and Consultant hereby warrants to the MPO that the Services shall be so performed. Further, Consultant is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement, Consultant and Consultant's employees will not be considered, for any purpose, employees or agents of the MPO within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury, or taxes of any kind.

## **Article 29. Credit and Disclaimer Statement**

Pursuant to requirements of 23 USC Section 104(f), Consultant shall include the following Credit and Disclaimer statement verbatim in all reports produced for this contract:

*The preparation of this report has been financed in part through grant(s) from the Federal Highway Administration and Federal Transit Administration, under the Metropolitan Planning Program, Section 104(f) of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.*

## **Article 30. Miscellaneous**

Any notice required by this Agreement shall be deemed to be properly served, if:

- (1) provided in person or by telephonic facsimile; or
- (2) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, three (3) days after depositing such notice in the United States mail, as set forth above.

Notice shall be given to:

<i>For MPO:</i>  H. David Jones, Transportation Planning Director Lubbock Metropolitan Planning Organization 916 Main Street, Suite 445 Lubbock, Texas 79401 Facsimile: (806) 775-1675  w/ copy to:  City Attorney City of Lubbock P.O. Box 2000 Lubbock, Texas 79457 Facsimile: (806) 775-3307	<i>For Consultant:</i>  City Secretary City of Lubbock P.O. Box 2000 Lubbock, Texas 79457 Facsimile: (806) 775-3983  w/ copy to:  Bill Howerton Assistant City Manager City of Lubbock P.O. Box 2000 Lubbock, Texas 79457 Facsimile: (806) 775—1675
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### **Article 31. VENUE**

THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.

### **Article 32. Entire Agreement**

This Agreement represents the entire and sole agreement between the MPO and Consultant with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or other agreements, whether written or oral. This Agreement may not be modified or amended except in writing and duly executed by each party hereto.

### **Article 33 No Joint Venture**

Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Consultant and the MPO.

#### **Article 34     Savings Provision**

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent of the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.

#### **Article 35     No Third Party Beneficiaries**

Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than MPO and Consultant.

#### **Article 36     Authority**

Consultant represents and warrants to MPO that it has taken all actions necessary to authorize the party executing this Agreement to bind, in all respects, Consultant to all terms and provisions of this Agreement and that such person possesses authority to execute this Agreement and bind Consultant hereto.

#### **Article 37     Non-Arbitration (*Required by the City of Lubbock*)**

The Consultant reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the Consultant shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, the former shall control.

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IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**MPO**

**CONSULTANT**

\_\_\_\_\_  
Karen Gibson, Chair  
Transportation Policy Committee

\_\_\_\_\_  
Glen Robertson  
Mayor, City of Lubbock

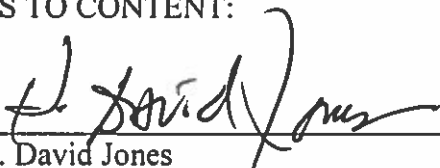
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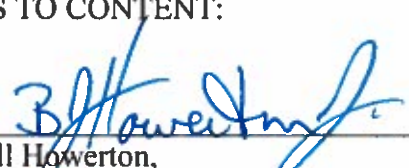
\_\_\_\_\_  
Tammy Walker, MPO Secretary

\_\_\_\_\_  
Becky Garza, City Secretary

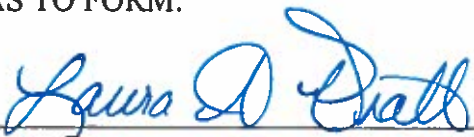
AS TO CONTENT:

  
\_\_\_\_\_  
H. David Jones  
Transportation Planning Director

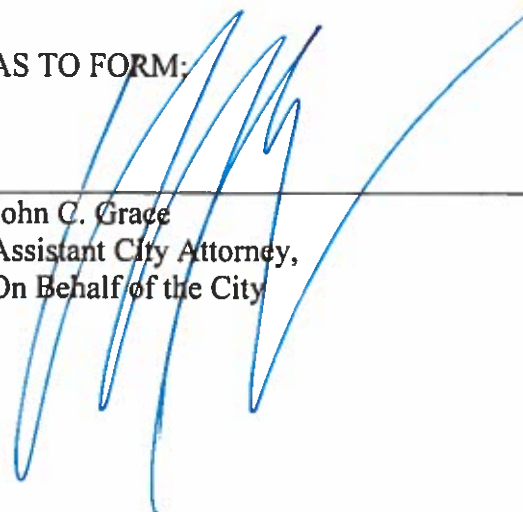
AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton,  
Assistant City Manager

AS TO FORM:

  
\_\_\_\_\_  
Laura Pratt  
Assistant City Attorney,  
On Behalf of the MPO,  
Per MOU

AS TO FORM:

  
\_\_\_\_\_  
John C. Grace  
Assistant City Attorney,  
On Behalf of the City

## **EXHIBIT A Scope of Services**

### **Public Transit Services**

The following items shall be included in the scope of services to be rendered by Consultant pursuant to this Agreement, hereinafter referred to as "Project". It is understood and agreed that unless this Agreement is extended by Parties, mutually and in writing, no activity or compensation therefore shall be made after September 30, 2015, and that the Project shall be completed in full before said date except as otherwise provided for in Article 4, Contract Amendments.

The stated purpose of this project is to produce new reports based on the collection of new data or update existing reports to satisfy "maintenance of eligibility" standards as required by federal agencies. Named reports include but are not limited to the following:

- (1) Technical Study Report (annually);
- (2) National Transit Database reporting and related data collection and analysis (monthly/annually);
- (3) Grant application preparation (as required);
- (4) Federal Financial Status reports (monthly);
- (5) Federal Milestone Status Reports (quarterly);
- (6) DBE program preparation and reports (annually);
- (7) Safety and Security Plan update (annually);

Contingent upon funding and staff availability, this year's projects could also include the following requisite documents to support Citibus planning and compliance efforts:

- (1) Passenger Marketing Survey – survey would seek passenger feedback on topics such as trip purpose, travel times, methods of payment, the cost of fares/passes, and utilization of Citibus services, as well as age, race, income, home language, and educational level. This information would be used for route planning and consideration of service changes, as requested by Title VI program. Project would be completed with available staff resources.
- (2) ADA Paratransit Plan – Citibus staff intends on developing a formal ADA Paratransit Plan that would incorporate a description of demand response procedures and processes, fare structures, passenger certification process and general service information. Project would be completed with available staff resources.



At the conclusion of this Scope of Services, Consultant will be able to continue to provide the technology to support long and short range planning activities including data collection and analysis, federal reporting, and demographic analysis.

All subtasks set out in this Scope of Services shall be complete on or before September 30, 2015 unless extended by the Technical Advisory Committee and approved in the following year's Unified Planning Work Program. This task and all associated sub-tasks are annual ongoing elements.

Construction and/or performance progress shall be reported monthly to the Technical Advisory Committee by the Project Manager.

Consultant will be responsible for any and all research, investigation, and data recovery necessary to perform the described services.

Consultant will be responsible for any and all data interpretation, compilation and entry necessary to complete this project.

Consultant will be responsible for any survey necessary to perform the data collection, all coordination among the stakeholders, and any mobilization necessary to implement the services to be provided.

Collected data will be used by the Lubbock Metropolitan Planning Organization (LMPO) to update the Travel Demand Model, Metropolitan Transportation Plan, and the Transportation Improvement Program as required by law and policies of the various stakeholders.

APPROVED:

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H. David Jones  
Transportation Planning Director



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Bill Howerton,  
Assistant City Manager

**APPENDIX A  
DEBARMENT CERTIFICATION  
(Negotiated Contracts)**

- (1) City of Lubbock, as **CONSULTANT**, certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default.
- (2) Where the **CONSULTANT** is unable to certify to any of the statements in this certification, such **CONSULTANT** shall attach an explanation to this certification.

\*federal, state or local

\_\_\_\_\_  
Authorized Signatory, Title

\_\_\_\_\_  
Date

**APPENDIX B**  
**CERTIFICATION FOR CONTRACTS, GRANTS,**  
**LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

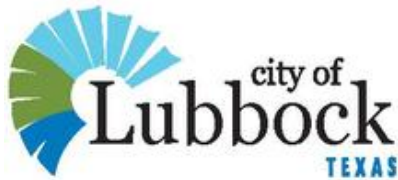
(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Consultants shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Authorized Signatory, Title

\_\_\_\_\_  
Date



## Regular City Council Meeting

6. 17.

Meeting Date: 09/25/2014

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### Information

#### Agenda Item

**Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an amendment to a Community Development Funding Contract and all related documents with North & East Lubbock Community Development Corporation (NELCDC) to amend said contract to provide additional HOME Investment Partnership Program funding and to extend the time of this contract to September 30th, 2015.

#### Item Summary

NELCDC is receiving additional funding of \$60,000 to provide a program called Residential Construction in east Lubbock in the Kings Dominion Addition which will pay for the construction of a new home and upon completion make the home available to eligible homebuyers of low to moderate income. The funds are from the HOME Investment Partnership Program which is assistance from the U.S. Department of Housing and Urban Development (HUD). The additional funding of \$60,000 in HOME funds will be in addition to the \$85,000 previously granted bringing the total allocation for this program to \$145,000. The original allocation proved to be insufficient to complete the project. The additional funds will now allow NELCDC to construct the home as planned.

The period of performance is from the Council approved date to September 30, 2015.

#### Fiscal Impact

The funds used from the HOME Investment Partnership Program will expand the supply of decent, safe, sanitary and affordable housing for low to moderate income homebuyers. There will be no impact on the General Fund.

#### Staff/Board Recommending

Bill Howerton, Assistant City Manager

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### Attachments

Resolution - NELCDC

Amendment - NELCDC

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**RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an amendment to a Community Development Funding Agreement by and between the City of Lubbock and North and East Lubbock Corporation regarding the HOME Investment Partnership Program, and related documents. Said amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on \_\_\_\_\_, 2014.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

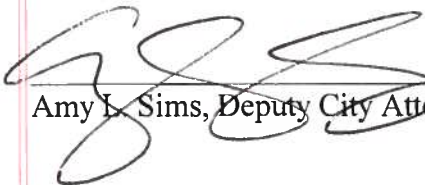
ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy L. Sims, Deputy City Attorney

RES.CD Funding Agrmnt Amend-HOME  
9.11.14

STATE OF TEXAS

CONTRACTOR OF LUBBOCK

**AMENDMENT TO COMMUNITY DEVELOPMENT FUNDING AGREEMENT**  
**BETWEEN THE CITY OF LUBBOCK AND**  
**NORTH & EAST LUBBOCK COMMUNITY DEVELOPMENT CORPORATION**

This amendment to Agreement is entered into this \_\_\_\_\_ day of August 2014 between the City of Lubbock, a Texas municipal corporation (hereinafter called "the City") and North & East Lubbock Community Development Corporation a non-profit corporation (hereinafter called "Grantee").

WHEREAS, the Grantee and the City have previously entered into an Agreement dated August 25, 2011 (hereinafter called "the Agreement"); and

WHEREAS, the City and the Grantee hereby desire to amend said agreement.

NOW THEREFORE, the City and the Grantee hereby agree to amend the Agreement as follows:

- 1) Paragraph I. C. 1. of the Agreement as follows:

City agrees to provide Grantee assistance from Department of Housing and Urban Development funds in an additional amount not to exceed **\$60,000.00** in HOME funds in addition to the **\$85,000.00** in HOME funds previously granted in the agreement in return for Grantee performing the activities set forth in this Contract as consideration for said funds.

- 1) Paragraph II of the Agreement is hereby amended as follows:

Services of the Grantee shall start on the 1<sup>st</sup> day of October 2011, and end on the 30<sup>th</sup> day of September 2015. The terms of this Amendment and the provisions herein shall be extended to cover the period of affordability required as specified under 24 CFR 92.254 and any additional time period during which the Grantee remains in control of HOME funds or other assets, including program income.

This amendment to the Agreement shall be effective upon execution. The Remainder of the Agreement shall remain in full force and affect except as changed herein.

Executed the \_\_\_\_ of September, 2014 as first written as affected as provided herein.

**CITY OF LUBBOCK**

\_\_\_\_\_  
Glen C. Roberston, Mayor

**NORTH & EAST LUBBOCK COMMUNITY  
DEVELOPMENT CORPORATION**

  
\_\_\_\_\_  
David Langston  
BOARD CHAIRPERSON

ATTEST:

FED.I.D# 71-0961103

\_\_\_\_\_  
Rebecca Garza, City Secretary

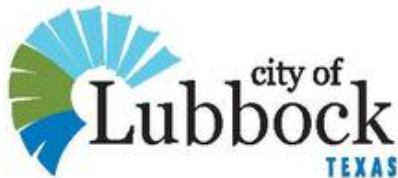
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Rhonda Gentry, Interim CD Director

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy L. Sims, Assistant City Attorney





## Regular City Council Meeting

6. 18.

Meeting Date: 09/25/2014

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### Information

#### Agenda Item

**Resolution - Police:** Consider a resolution authorizing the Mayor to execute contract 11989 with Galls, LLC for the Police Patrol Duty Optional Uniform, ITB 14-11989-TS.

#### Item Summary

The police patrol duty optional uniform has been authorized by the Department for patrol duty wear as a result of the proposal from the Lubbock Professional Police Association. A year long evaluation test was conducted in two testing periods of styles from multiple manufacturers. As a result, the Vertx Phantom LT uniform was found to meet the utilitarian needs of the Department while still meeting the professional appearance standards of the Lubbock Police Department. The patrol duty optional uniform is intended to be a daily use uniform, not a "limited scope" or ceremonial uniform, with multiple functioning applications and comfort in extreme weather conditions. This style uniform can also be adapted to specialty units within the Department, which is the Mobile Field Force, Hostage Negotiator, K9, SWAT and Bomb Units. In addition, the patrol duty optional uniform is a lower cost uniform allowing the officer more uniform purchases in a year compared to the current authorized uniform choices.

Bids were received from the following companies:

Galls, LLC of Lexington, KY	\$151,764
Nardis Public Safety of Kilgore, TX	170,856
LSG Tactical Arms of Lubbock, TX	211,200
GST Public Safety Supply, LLC of Grand Prairie, TX	No Bid

The contract is awarded by unit price. The amount of the award is based on estimated quantities and actual expenditures which may be more or less depending on the actual need. The price per unit will not change and expenditures will not exceed appropriated funds. The contract term shall be for a term of one year, with the option of six, one year renewals.

Staff recommends contract award to Galls, LLC of Lexington, KY for \$151,764 per year. A bid tabulation is provided.

#### Fiscal Impact

No fiscal impact. Funding is available in the Adopted FY 2014-15 Police Department Operating Budget, 5735.8123.05788.

#### Staff/Board Recommending

Roger Ellis, Chief of Police

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### Attachments



**RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11989 for police patrol duty optional uniform, by and between the City of Lubbock and Galls, LLC, of Lexington, Kentucky, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

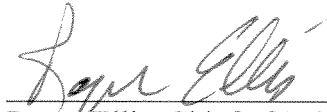
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Roger Ellis, Chief of Police

APPROVED AS TO FORM:



\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

vw:ccdcs/RES.Contract-Galls, LLC  
August 29, 2014

**City of Lubbock, TX  
Contract for Services  
Police Patrol Duty Optional Uniform**

**THIS CONTRACT** made and entered into this 25<sup>th</sup> day of September, 2014, by and between the City of Lubbock ("City"), and Galls, LLC, ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for police patrol duty optional uniform and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said police patrol duty optional uniform.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, police patrol duty optional uniform and more specifically referred to as Items One thru Four on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of six, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	500,000
Commercial General Liability	
General Aggregate	
Products-Comp/Op AGG	
Personal & Adv. Injury	
Contractual Liability	
Automotive Liability	500,000
Any Auto	

Workers Compensation                      Statutory Amounts

The City of Lubbock shall be named as additional insured on a primary and non-contributory basis on auto/general liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty

(30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. All funds for payment by the city under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the city of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
11. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract insurance requirements.
12. This Contract consists of the following documents set forth herein; Invitation to Bid No. 14-11989-TS, Specifications, and the Bid Form.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

\_\_\_\_\_  
Glen C. Robertson, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Roger Ellis,  
Chief of Police

APPROVED AS TO FORM:

\_\_\_\_\_  
Mitch Satterwhite,  
First Assistant City Attorney

CONTRACTOR

BY Larry Shuler  
Authorized Representative

LARRY SHULER  
Print Name

1340 RUSSELL CANYON ROAD  
Address

LUBBOCK TX, 79405  
City, State, Zip Code

**City of Lubbock, TX**  
**ITB 14-11989-TS Police Patrol Duty Optional Uniform**  
**Specifications**

1. Bidder must be an authorized Vertx distributor at the time of bid award.
2. Bidder must provide five uniform customer references with bid submission.
3. Bidder must provide a three week delivery of specified items.
4. Bidder shall provide supplementary trouser hemming at no additional cost including shipping charge.
5. Bidder shall provide garment alterations at no additional charge. Alteration should not disrupt the integrity and purpose of the garment style, e.g. vented yoke, knit side body, with a guarantee of quality on all alterations with no additional cost to the department.
6. Winning bidder shall provide a vendor representative to perform an on-site fit session a minimum of two times per year.
7. Winning bidder shall provide a size-run of the Vertx phantom LT short sleeve and long sleeve shirts, and the men's and women's phantom LT pant at no cost to the department. Size run will be housed at the Lubbock Police Department.
8. Winning bidder shall allow exchanges and returns, i.e. items with tags attached, with no time limit.
9. Winning bidder shall provide shipping return label/call tags for exchanges and/or returns.
10. Winning bidder shall provide sales order when order is placed.
11. LPD will provide samples of all authorized emblems and insignia (LPD patch, rank chevrons) to winning bidder for reproduction.
12. Bidder must bid all items as specified herein.

## **MEN'S SHIRT SPECIFICATIONS**

### **VTX8100 – Vertex Phantom LT**

#### **SHELL FABRIC:**

65% Polyester / 35% Cotton Fiber blend Mini-Ripstop material. 5.0 oz. per square yard with water repellent finish. Machine washable and dry cleanable material for durability and easy care. Color: Navy Blue

92% Nylon / 8% Lycra Tuff face knit Fiber blend Tuff Face Knit material with anti-microbial treatment 6/0 oz. per square yard for the side panels and underarm gusset which allows for stretchable comfort and increased mobility in the shoulder. Color: Navy Blue

#### **TRIM FABRIC:**

The vented back yoke shall be lined with 100% Polyester mesh for increased ventilation. Color: Black

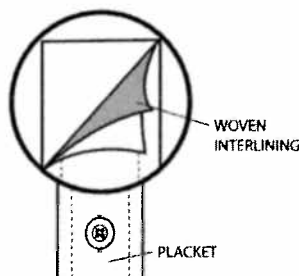
#### **STYLE:**

To be VERTX Model VTX8100NV. Dress style, top center placket front, knit side body inserts for tapered fit, convertible sport collar, short sleeves and dress shirttail. Two front map pockets with velcro closure and inverted pleated breast pockets with topstitched mitered flaps. Loose topstitched shoulder straps, badge tab with metal eyelets and mic-tab. Inside yoke lined with nylon mesh fabric. Work wear industrial style shirt construction is unacceptable and shall be cause for rejection.

#### **COLLAR:**

Collar points to measure 2 ½" long with ultrasonically fused-in mylar stays. Collar to have woven interlining of #250 dacron and woven fusible interlinings. Stays to be 2" long, 3/8" minimum width positioned along the leading edge of the collar and to be fused to under side of collar interlining. Stays applied directly to collar material itself unacceptable. Topstitched 1/4" off the edge.

#### **FRONT:**

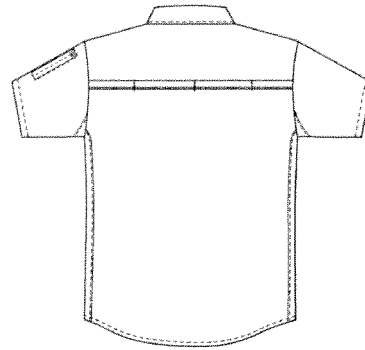


Each front shall have a facing approximately 3" in width. The left front shall have a top center placket 1-1/2" wide with two rows of stitches 7/8" apart. Stitching on the top center is not to be visible on the turn back facing. The shirt will have seven buttons and buttonholes on the front; spacing between each will be 3-¾" except the spacing between the neck button and the first button on the front, which will be approximately 3-1/4". Top center placket to have woven fusible interlining. Non-woven interlining unacceptable and shall be cause for rejection. The fronts shall be joined to the yoke so that both raw edges of the yoke are turned under, with the front sandwiched between, and then all three are stitched down with a 1/16" raised stitch. Safety stitch joining unacceptable.



#### VENTED BACK YOKE:

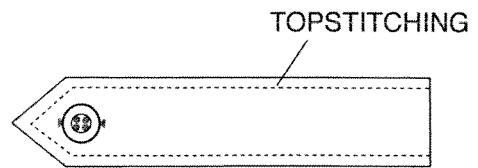
Vented, two-ply back yoke constructed of self goods and nylon mesh trim. Vents are constructed with one vertical bartack at the center back with two vertical bar-tacks equal distance from the center and spaced proportionally to the size of the shirt. Vents are open in the center and stitched closed from outer vertical bar-tacks to armhole.



#### LOOSE SHOULDER STRAPS:

Loose shoulder straps to be two-piece pointed, 1/4" topstitched and interlined with woven fusible interlining. To measure approximately 2" at straight end tapering to approximately 1-3/8" at the pointed end. Shoulder strap to have functional buttonhole with a well sewn button centered on buttonhole. Edge stitched shoulder strap construction unacceptable.

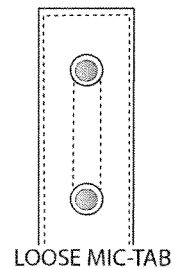
#### **SHOULDER STRAP**



#### LOOSE BADGE TAB:

Two-ply loose badge tab with metal eyelets. Badge tab to measure approximately 3" in length and 1 1/8" wide with two metal eyelets centered on the tab and spaced 1 1/4" apart from center of eyelet to center of eyelet.

#### **METAL EYELET BADGE TAB**

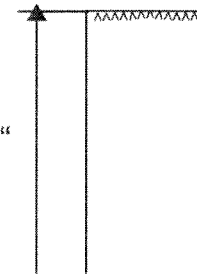


#### LOOSE MICROPHONE HOLDER:

Loose microphone holder to finish approximately 1" wide, 3" deep.

NOTE: Loose shoulder straps, badge tab and mic-tab will be packaged together in small zippered bag and swift-tacked to the shirtfront.

3"



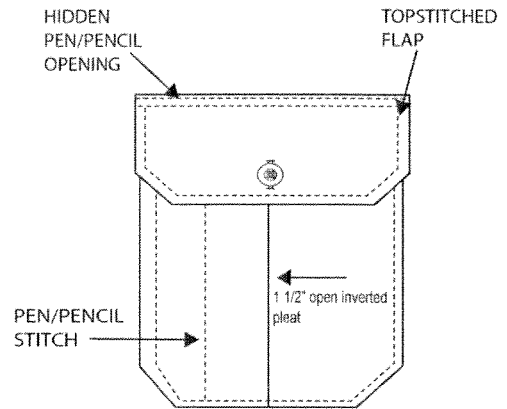
#### MAP POCKETS:

Each front shall be constructed with a map pocket design which is sewn to the shirt front with velcro opening on each pocket near the top center placket. Map pockets extend into the sleeve seam and side body seams.



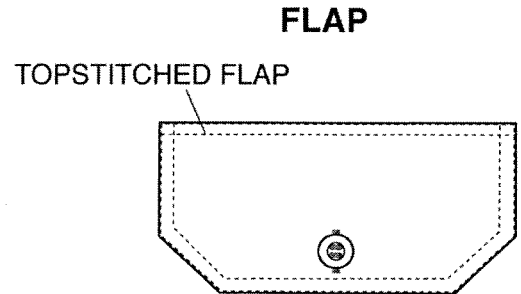
### POCKETS:

Two breast patch pockets with mitered corners and 1-1/2" inverted pleats to be sewn over the map pockets. Pleats shall be stitched approximately 1" from top and bottom of pocket. Pocket to measure 5-5/8" wide, 6" deep. Left breast pocket to have 1- 1/2" pencil stitch. Each pocket to have hook Velcro, 3/4" long by 1/2" wide, positioned on both edges of pocket to correspond with outer mitered flap edges as specified.

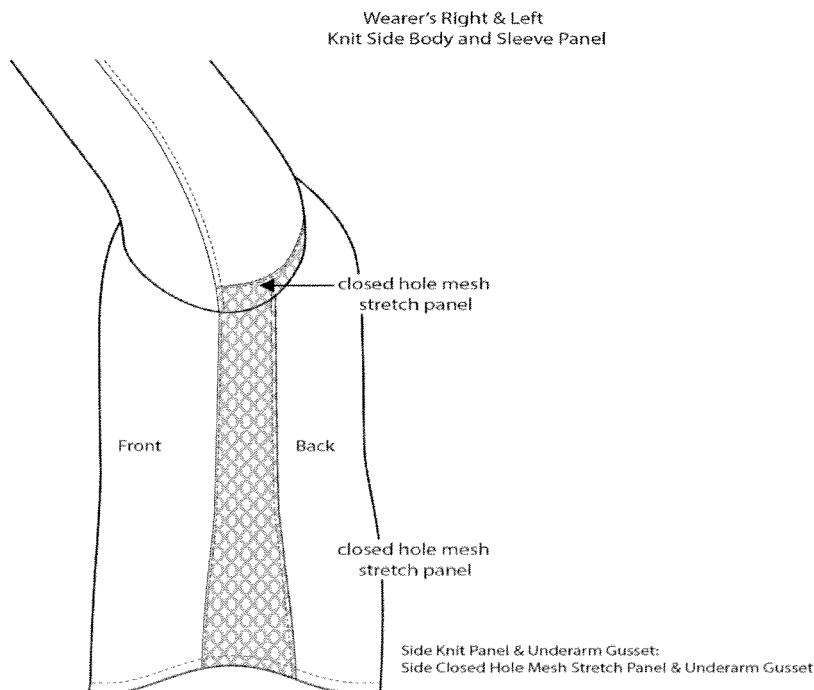


### FLAPS:

Two-piece mitered design to measure 5-7/8" across and 2-1/4" in depth at center. Secured to shirtfront approximately 3/8" above pocket. Left flap to have invisible pencil opening 1-1/2". (Stop and start stitching for pencil opening unacceptable and shall be cause for rejection.) Flaps to be 1/4" topstitched. Flaps to have woven fusible interlining. Creased and edge stitched pocket flap construction unacceptable. Under side of the flap to have looped Velcro 3/4" long by 1/2" wide stitched on all sides, positioned on outer edges of both pocket flaps to secure with corresponding Velcro strips on shirt pocket. Each flap shall have a button centered on an uncut sewn buttonhole.



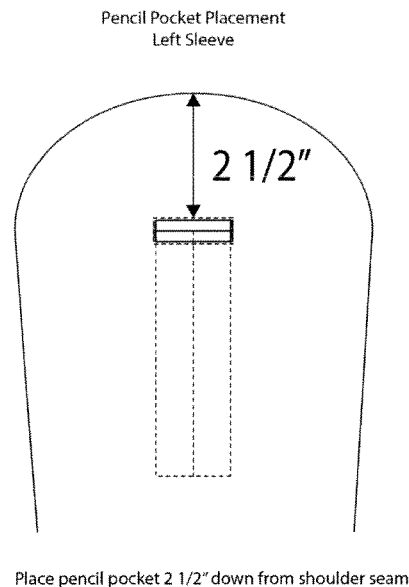
### KNIT SIDE BODY:



### SLEEVES:

Sleeves are to be straight and whole and to have a  $\frac{3}{4}$ " hem and to finish at a minimum of 9  $\frac{1}{2}$ " long from shoulder seam.

### LEFT SLEEVE PENCIL POCKET:



### BUTTONS:

First grade 20-ligne melamine.

### SEWING:

Collar, shoulder straps and pocket flaps to be topstitched  $\frac{1}{4}$ " off the edge. Sleeve inserting and side close felling seams are to be safety stitched then topstitched.

### THREAD:

All sewing threads to be color fast polyester wrap to match.

### INTERLINING:

Collar interlined with #250 dacron and woven fusible. Pocket flaps, shoulder straps and top center to be interlined with woven fusible.

### CONSTRUCTION:

Collar, shoulder straps and flaps are made with conventional construction. Top ply, bottom ply and interlining are first stitched together, then turned right side out and finally topstitched.

### STOCK SIZES:

Shirts must be available in the following sizes:  
Alpha Sizing: S - 5XL

## STYLE NUMBERS, Color Options:

VTX8100NV	Navy
VTX8100LBK	Black
VTX8100DT	Desert Tan
VTX8100OD	OD Green
VTX8100SMG	Smoke Grey

## CUSTOMIZATION:

**Hidden Zipper Front** - A 15" nylon zipper to be set below the second button and buttonhole shall accomplish front closure. The top, second, and bottom buttons to be attached to the right front. The balance of remaining buttons to be sewn over the buttonholes on the left front.

**Epaulets** – Loose shoulder straps to be sewn into sleeve seams. Shoulder straps to be two-piece pointed, 1/4" topstitched and to be set on yoke with leading topstitch conforming with front joining seam. To measure 2" at sleeve tapering to 1-3/8" and set not more than 1/2" from collar set seam. Cross-stitched approximately 2" from sleeve seam. Shoulder strap to have non-functional buttonhole with a well sewn button centered on buttonhole. Points of shoulder straps to be tacked to the shoulder. Edge stitched shoulder strap construction unacceptable.

**Badge Tab** – Loose badge tab to be sewn onto shirt front. To comply with current specifications, the top of the tab shall be positioned 2 ¾ inches above the top pocket seam to provide no less than ¼ inch between the top of the pocket flap and the bottom of a badge of 3 ½ inches height.

**Shoulder Patches** - To be provided by vendor in the LPD-approved design on a background of black Raeford 8321-30, or approved equal, with merrowed edges. The lettering, merrowing and five alternating facets of the star shall be of "Old Gold" coloration, the state outline shall be in red, and the remaining alternating facets of the star in silver coloration. Patches shall be sewn on both sleeves approximately ½ inch below the shoulder seam. (The department understands the manipulation of the patch covering the two-stall Pencil Pocket on left sleeve.) The Lubbock Police Department will provide a sample patch to the successful bidder.

**Chevrons** - Chevrons, when required, shall be sewn on each sleeve at least one inch but not more than two inches below the shoulder patch. To be provided by vendor when required. All chevrons shall use a raeford 8321-30 dark navy background, or approved equal, with merrowed dark navy coloration or approved equal edges. The two-bar silver chevrons (Corporal) shall exactly match the silver of the patch star facets and service stripes; the gold three-bar chevrons (Sergeant) shall exactly match the gold of the patch merrowing and star facets and service stripes.

## MEN'S SHIRT SPECIFICATIONS LONG SLEEVE

### VTX8120 – Vertx Phantom LT

#### SHELL FABRIC:

65% Polyester / 35% Cotton Fiber blend Mini-Ripstop material. 5.0 oz. per square yard with water repellent finish. Machine washable and dry cleanable material for durability and easy care.  
Color: Navy Blue

92% Nylon / 8% Lycra Tuff face knit Fiber blend Tuff Face Knit material with anti-microbial treatment 6/0 oz. per square yard for the side panels and underarm gusset which allows for stretchable comfort and increased mobility in the shoulder.

Color: Navy Blue

#### TRIM FABRIC:

The vented back yoke shall be lined with 100% polyester mesh for increased ventilation.

Color: Black

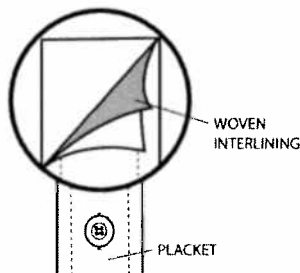
#### STYLE:

To be VERTX Model VTX8120NV. Dress style, top center placket front, knit side body inserts for tapered fit, convertible sport collar, long sleeves with barrel cuffs and dress shirttail. Two front map pockets with Velcro closure and inverted pleated breast pockets with topstitched mitered flaps. Loose topstitched shoulder straps, badge tab with metal eyelets and mic-tab. Inside yoke lined with nylon mesh fabric. Work wear industrial style shirt construction is unacceptable and shall be cause for rejection.

#### COLLAR:

Collar points to measure 2 ½" long with ultrasonically fused-in mylar stays. Collar to have woven interlining of #250 dacron and woven fusible interlinings. Stays to be 2" long, 3/8" minimum width positioned along the leading edge of the collar and to be fused to underside of collar interlining. Stays applied directly to collar material itself unacceptable. Topstitched 1/4" off the edge.

#### FRONT:

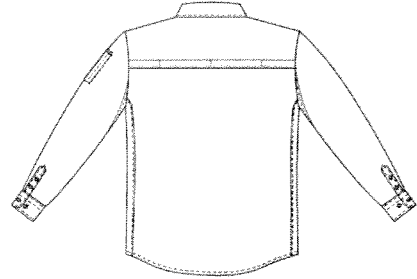


Each front shall have a facing approximately 3" in width. The left front shall have a top center placket 1-1/2" wide with two rows of stitches 7/8" apart. Stitching on the top center is not to be visible on the turn back facing. The shirt will have seven buttons and buttonholes on the front; spacing between each will be 3-¾" except the spacing between the neck button and the first button on the front, which will be approximately 3-1/4". Top center placket to have woven fusible interlining. Non-woven interlining unacceptable and shall be cause for rejection. The fronts shall be joined to the yoke so that both raw edges

of the yoke are turned under, with the front sandwiched between, and then all three are stitched down with a 1/16" raised stitch. Safety stitch joining unacceptable.

#### VENTED BACK YOKE:

Vented, two-ply back yoke constructed of self-goods and nylon mesh trim. Vents are constructed with one vertical bartack at the center back with two vertical bar-tacks equal distance from the center and spaced proportionally to the size of the shirt. Vents are open in the center and stitched closed from outer vertical bar-tacks to armhole.

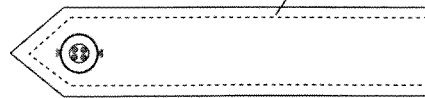


#### LOOSE SHOULDER STRAPS:

Loose shoulder straps to be two-piece pointed, 1/4" topstitched and interlined with woven fusible interlining. To measure approximately 2" at straight end tapering to approximately 1-3/8" at the pointed end. Shoulder strap to have functional buttonhole with a well sewn button centered on buttonhole. Edge stitched shoulder strap construction unacceptable.

#### **SHOULDER STRAP**

TOPSTITCHING



#### LOOSE BADGE TAB:

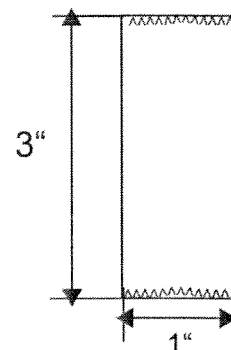
Two-ply loose badge tab with metal eyelets. Badge tab to measure approximately 3" in length and 1 1/8" wide with two metal eyelets centered on the tab and spaced 1 1/4" apart from center of eyelet to center of eyelet.



LOOSE MIC-TAB

#### LOOSE MICROPHONE HOLDER:

Loose microphone holder to finish approximately 1" wide, 3" deep.



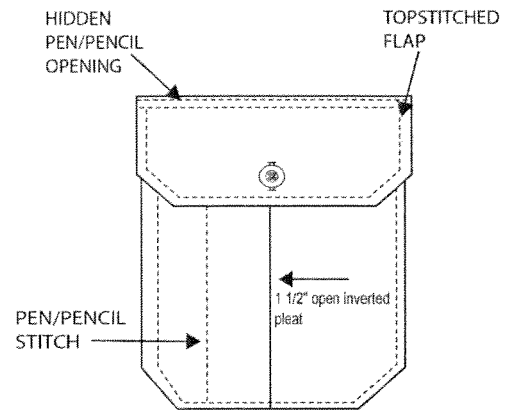
NOTE: Loose shoulder straps, badge tab and mic-tab will be packaged together in small zippered back and swift-tacked to the shirtfront.

#### MAP POCKETS:

Each front shall be constructed with a map pocket design which is sewn to the shirt front with velcro opening on each pocket near the top center placket. Map pockets extend into the sleeving seam and side body seams.

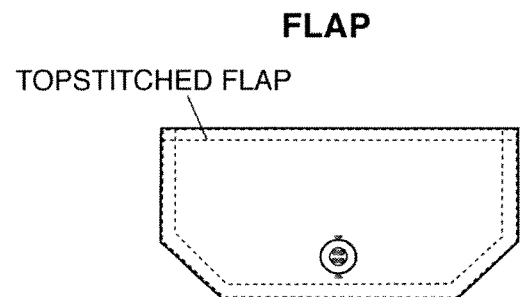
### POCKETS:

Two breast patch pockets with mitered corners and 1-1/2" inverted pleats to be sewn over the map pockets. Pleats shall be stitched approximately 1" from top and bottom of pocket. Pocket to measure 5-5/8" wide, 6" deep. Left breast pocket to have 1- 1/2" pencil stitch. Each pocket to have hook Velcro, 3/4" long by 1/2" wide, positioned on both edges of pocket to correspond with outer mitered flap edges as specified.

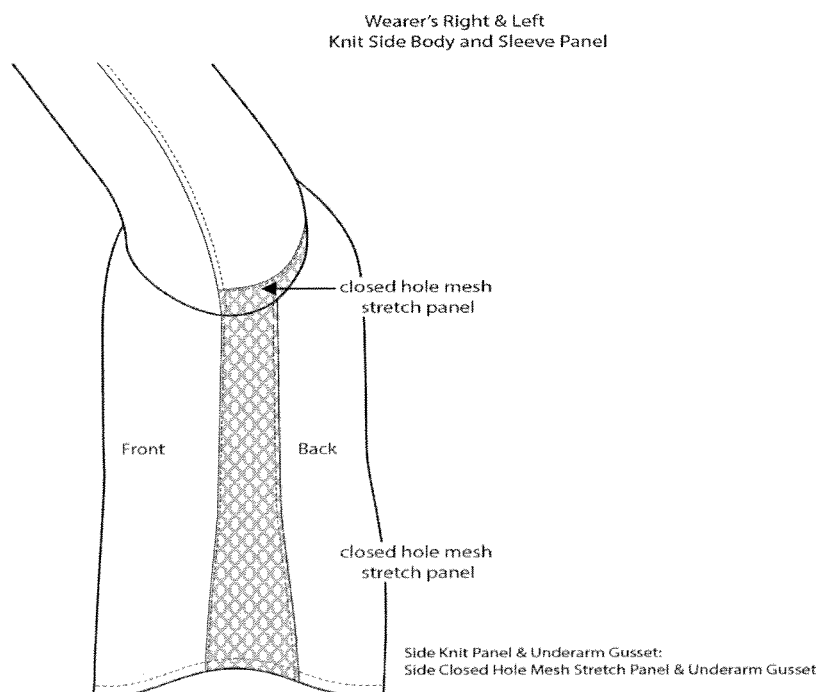


### FLAPS:

Two-piece mitered design to measure 5-7/8" across and 2-1/4" in depth at center. Secured to shirtfront approximately 3/8" above pocket. Left flap to have invisible pencil opening 1-1/2". (Stop & start stitching for pencil opening unacceptable and shall be cause for rejection.) Flaps to be 1/4" topstitched. Flaps to have woven fusible interlining. Creased and edge stitched pocket flap construction unacceptable. Under side of the flap to have looped Velcro 3/4" long by 1/2" wide stitched on all sides, positioned on outer edges of both pocket flaps to secure with corresponding velcro strips on shirt pocket. Each flap shall have a button centered on an uncut sewn buttonhole.



### KNIT SIDE BODY:



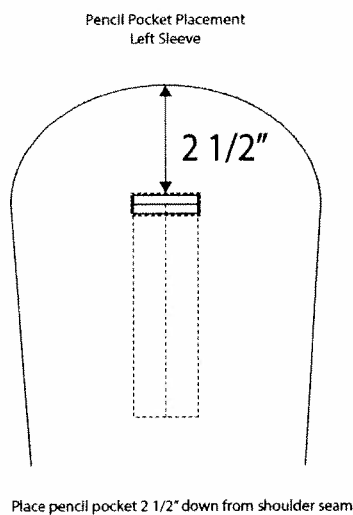
### SLEEVES:

Sleeve vent shall be a minimum of 5" long with top and bottom facings. Top facing to measure 1" wide point blocked at top, bottom facing to measure ½" wide.

### CUFFS:

Two piece ½-inch hemmed cuff with ¼" topstitching. Cuffs to measure 3" in depth with rounded corners (barrel cuffs). Cuffs to be two button adjustable with two buttons and buttonholes centered on the facing. Cuffs to have woven fusible interlining.

### LEFT SLEEVE PENCIL POCKET:



### BUTTONS:

First grade 20-ligne melamine.

### SEWING:

Collar, shoulder straps and pocket flaps to be topstitched ¼" off the edge. Sleeve inserting and side close felling seams are to be safety stitched then topstitched.

### THREAD:

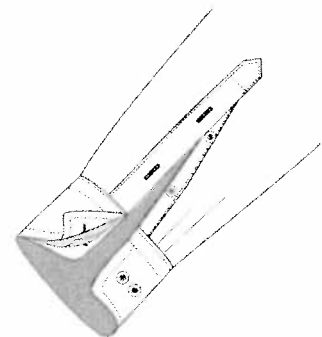
All sewing threads to be color fast polyester wrap to match.

### INTERLINING:

Collar interlined with #250 dacron and woven fusible. Pocket flaps, shoulder straps, cuffs and top center to be interlined with woven fusible.

### CONSTRUCTION:

Collar, shoulder straps, cuffs and flaps are made with conventional construction. Top ply, bottom ply and interlining are first stitched together, then turned right side out and finally topstitched.





**STOCK SIZES:**

Shirts must be available in the following sizes:

Alpha Sizing: S - 5XL

Alpha sleeve lengths:

Short to finish 32"

Regular to finish 34"

Long to finish 36"

**STYLE NUMBERS, Color Options:**

VTX8120NV	Navy
VTX8120LBK	Black
VTX8120DT	Desert Tan
VTX8120OD	OD Green
VTX8120SMG	Smoke Grey

**CUSTOMIZATION:**

Hidden Zipper Front - A 15" nylon zipper to be set below the second button and buttonhole shall accomplish front closure. The top, second, and bottom buttons to be attached to the right front. The balance of remaining buttons to be sewn over the buttonholes on the left front.

Epaulets – Loose shoulder straps to be sewn into sleeve seams. Shoulder straps to be two-piece pointed, 1/4" topstitched and to be set on yoke with leading topstitch conforming with front joining seam. To measure 2" at sleeve tapering to 1-3/8" and set not more than 1/2" from collar set seam. Cross-stitched approximately 2" from sleeve seam. Shoulder strap to have non-functional buttonhole with a well sewn button centered on buttonhole. Points of shoulder straps to be tacked to the shoulder. Edge stitched shoulder strap construction unacceptable.

Badge Tab – Loose badge tab to be sewn onto shirt front. To comply with current specifications, the top of the tab shall be positioned 2 ¾ inches above the top pocket seam to provide no less than ¼ inch between the top of the pocket flap and the bottom of a badge of 3 ½ inches height.

Shoulder Patches - To be provided by vendor in the LPD-approved design on a background of black raeford 8321-30, or approved equal, with merrowed edges. The lettering, merrowing and five alternating facets of the star shall be of "Old Gold" coloration, the state outline shall be in red, and the remaining alternating facets of the star in silver coloration. Patches shall be sewn on both sleeves approximately ½ inch below the shoulder seam. (The department understands the manipulation of the patch covering the two-stall pencil pocket on left sleeve.) The Lubbock Police Department will provide a sample patch to the successful bidder.

Chevrons - Chevrons, when required, shall be sewn on each sleeve at least one inch but not more than two inches below the shoulder patch. To be provided by vendor when required. All chevrons shall use a raeford 8321-30 dark navy background, or approved equal, with merrowed dark navy coloration or approved equal edges. The two-bar silver chevrons (Corporal) shall exactly match the silver of the patch star facets and service stripes; the gold three-bar chevrons (Sergeant) shall exactly match the gold of the patch merrowing and star facets and service stripes.

## **MEN'S TROUSER SPECIFICATIONS**

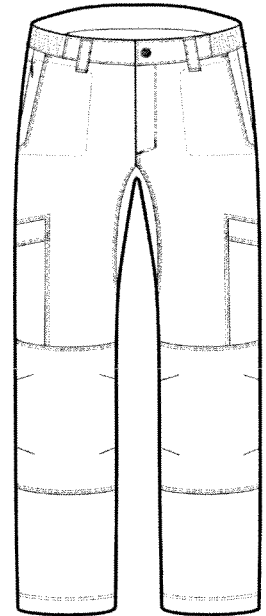
### **VTX8000 - Vertx Phantom LT Pant**

Fabric: 65% Polyester / 35% Cotton  
Weave: Mini Rip-Stop  
Weight: 6.5 oz. per square yard  
Color: Navy

IntelliDry combines fluorochemical-based water repellency on the outside of the garment with proprietary technology for superior moisture wicking on the inside. In addition to repellency and wicking, the fabric releases oily stains in the wash. The dual-sided performance of this smart fabric is achieved through an application that uniquely balances the chemistry to obtain the differential performance.

#### DESIGN:

Trouser shall be manufactured from a men's uniform trouser pattern. The trouser shall incorporate two front pockets with utility notch, two pointed patch style hip pockets, two side utility pockets, concealed zipper pocket, gusseted crotch, hidden mag/cell phone pocket, back yoke and stretch waistband.

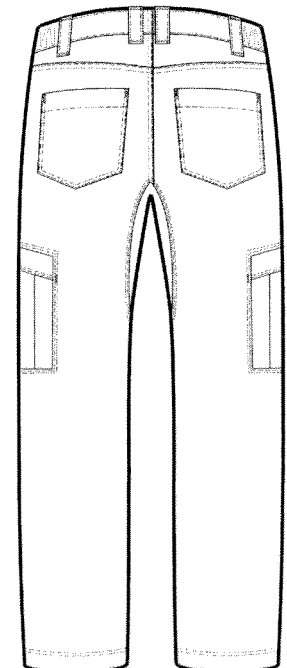


#### POCKET DESIGN:

The two front pockets shall be a notch style with a minimum opening of 7". Pocket facings shall be made of the shell fabric. Front pockets shall have a knife notch at the bottom of the pocket opening. There shall be a 6.5" vertical concealed pocket on a size 36 waist set into the right front pocket facing with a #3 invisible coil zipper. Concealed pocket shall zip closed from top to bottom.

There shall be two pointed patch style hip pockets. These patch hip pockets shall measure 6" wide by 7 3/8" deep from top of pocket to bottom of center point on size 36 waist. There shall be a trap flap on the inside of each back pocket and shall be cut on an angle.

There shall be a cargo style accessory pocket set into right and left side seam. Cargo pockets shall measure approximately 8 1/4" back side of pocket and 9 1/4" front side of pocket and shall be 7" wide. Cargo pocket shall be placed 3" down from bottom of side pocket. Cargo pocket shall have a 1/2" vertical pleat 1 1/4" from back edge of pocket. Top of pocket shall be serged and turned and stitched under 1/4". There shall be a pocket flap inserted at the top of the pocket 1 3/4" by 7 1/2".



#### WAISTBAND:

The waistband shall be 1 1/2" wide with a 4" elastic gusset sewn into each side for extra comfort. The waistband shall be lined with self-goods and shall have a metal riveted button and buttonhole for closure. The waistband shall be top stitch completely around.

FLY:

Trouser shall have a metal YKK # 5 locking zipper. There shall be two straight bartack at the bottom of the fly going through the zipper tape.

KNEE PLEATS:

There shall be two pleats on each knee forming an articulated knee. This will ensure total mobility with no restrictions

BELT LOOPS:

There shall be a minimum of six belt loops 7/8" in width of double thickness. All loops must be bartacked to the top of the waistband and bartacked 1" below the bottom of the waistband turned and then stitched into the waistband. There shall be a double belt loop placed at the center back spaced approximately 1" apart.

PRESSING AND FINISHING:

Trouser must be neatly pressed on hothead presses and properly shaped so that no crease is visible at center of leg. Trouser must be cleaned and finished in such a manner that there are no loose threads.

LABELS:

Trouser must have a care label permanently affixed. A paper ticket showing the size, fabric content, cut number, and WPL number must be on the outside of the waistband.

STOCK SIZES:

Trouser must be available in the following stock sizes:

Inseams:

- 30" Inseam: 28-36 (all sizes), 38-44 (even only)
- 32" Inseam: 28-36 (all sizes), 38-44 (even only)
- 34" Inseam: 28-36 (all sizes), 38-44 (even only)
- 36" Inseam: 32-36 (all sizes), 38-54 (even only)

STYLE NUMBERS, Color Options:

VTX8000NV	Navy
VTX8000LBK	Black
VTX8000DT	Desert Tan
VTX8000KH	Khaki
VTX8000OD	OD Green
VTX8000SMG	Smoke Grey

## **LADIES TROUSER SPECIFICATIONS**

### **VTX8050 – Vertx Phantom LT Pant**

Fabric: 65% Polyester / 35% Cotton  
Weave: Mini Rip-Stop  
Weight: 6.5 oz. per square yard  
Color: Navy

Mini Rip-Stop: Mini rip-stop is a woven fabric weave using a special reinforcing technique to make it resistant to tearing and ripping. Mini rip-stop patterned squares are sized at 5 ½ squares per linear inch.

IntelliDry combines fluorochemical-based water repellency on the outside of the garment with proprietary technology for superior moisture wicking on the inside. In addition to repellency and wicking, the fabric releases oily stains in the wash. The dual-sided performance of this smart fabric is achieved through an application that uniquely balances the chemistry to obtain the differential performance.

#### DESIGN:

Trouser shall be manufactured from a ladies uniform trouser pattern. The trouser shall incorporate two front pockets with utility notch, two pointed patch style hip pockets, two side utility pockets, concealed zipper pocket, gusseted crotch, hidden mag/cell phone pocket, back yoke and stretch waistband.

#### POCKET DESIGN:

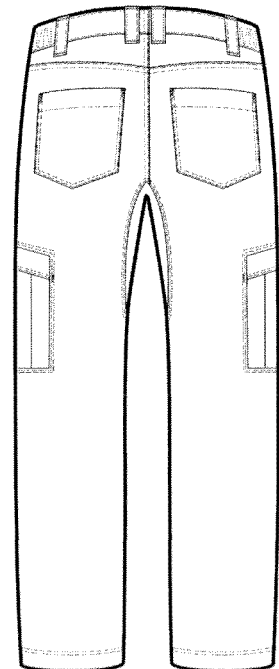
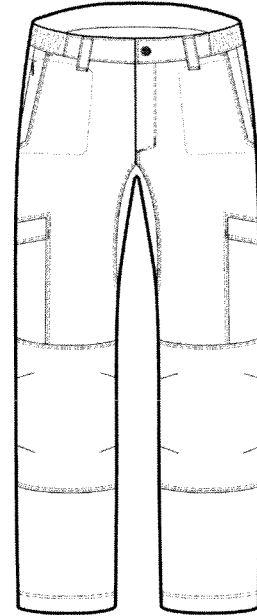
The two front pockets shall be a notch style with a minimum opening of 7". Pocket facings shall be made of the shell fabric. Front pockets shall have a knife notch at the bottom of the pocket opening. There shall be a 6.5" vertical concealed pocket on a size 36 waist set into the right front pocket facing with a #3 invisible coil zipper. Concealed pocket shall zip closed from top to bottom.

There shall be two pointed patch style hip pockets. These patch hip pockets shall measure 6" wide by 7 3/8" deep from top of pocket to bottom of center point on size 36 waist. There shall be a trap flap on the inside of each back pocket and shall be cut on an angle.

There shall be a cargo style accessory pocket set into right and left side seam. Cargo pockets shall measure approximately 8 ¼" back side of pocket and 9 ¼" front side of pocket and shall be 7" wide. Cargo pocket shall be placed 3" down from bottom of side pocket. Cargo pocket shall have a ½" vertical pleat 1 1/4" from back edge of pocket. Top of pocket shall be serged and turned and stitched under ¼". There shall be a pocket flap inserted at the top of the pocket 1 ¾" by 7 ½".

#### WAISTBAND:

The waistband shall be 1 ½" wide with a 4" elastic gusset sewn into each side for extra comfort. The waistband shall be lined with self-goods and shall have a metal riveted button and buttonhole for closure. The waistband shall be top stitch completely around.



#### FLY:

Trouser shall have a metal YKK # 5 locking zipper. There shall be two straight bartack at the bottom of the fly going through the zipper tape.

#### KNEE PLEATS:

There shall be two pleats on each knee forming an articulated knee. This will ensure total mobility with no restrictions

#### BELT LOOPS:

There shall be a minimum of six belt loops 7/8" in width of double thickness. All loops must be bartacked to the top of the waistband and bartacked 1" below the bottom of the waistband turned and then stitched into the waistband. There shall be a double belt loop placed at the center back spaced approximately 1" apart.

#### PRESSING AND FINISHING:

Trouser must be neatly pressed on hothead presses and properly shaped so that no crease is visible at center of leg. Trouser must be cleaned and finished in such a manner that there are no loose threads.

#### LABELS:

Trouser must have a care label permanently affixed. A paper ticket showing the size, fabric content, cut number, and WPL number must be on the outside of the waistband.

#### STOCK SIZES:

Trouser must be available in the following stock sizes:

Inseams:

30" Inseam: 0-18 (even only)

32" Inseam: 0-18 (even only)

34" Inseam: 0-18 (even only)

#### STYLE NUMBERS, Color Options:

VTX8050NV	Navy
VTX8050LBK	Black
VTX8050DT	Desert Tan
VTX8050KH	Khaki
VTX8050OD	OD Green

**BID FORM**  
**Police Patrol duty Optional Uniform**  
**City of Lubbock, TX**  
**ITB 14-11989-TS**

In compliance with the **Invitation to Bid 14-11989-TS**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **14-11989-TS** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black ink or by typewriter.

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST
1.	1500	EA.	Vertx Phantom LT Short Sleeve Shirt #VTX8100, With Customization, As Specified Herein.	\$ 45.99	\$ 68,985.00
2.	600	EA.	Vertx Phantom LT Long Sleeve Shirt #VTX8120, With Customization, As Specified Herein.	\$ 47.99	\$ 28,794.00
3.	1400	EA.	Vertx Phantom LT Men's Pant #VTX8000, With Hemming, As Specified Herein.	\$ 35.99	\$ 50,386.00
4.	100	EA.	Vertx Phantom LT Women's Pant #VTX8050, With Hemming, As Specified Herein.	\$ 35.99	\$ 3,599.00
<b>Total Cost (Items 1-4)</b>					\$ 151,764.00

**\*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed**

Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for police patrol duty optional uniform with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

**PAYMENT TERMS AND DISCOUNTS** - Bidder offers a prompt payment discount of 0%, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

**MOST FAVOURED PRICING:** The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES ☒ NO ☐

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY GALLS, LLC a corporation organized under the laws of the State of Delaware, or a partnership consisting of \_\_\_\_\_ or individual trading as \_\_\_\_\_ of the City of \_\_\_\_\_

Firm: GALLS, LLC

Address: 1340 Russell Cave Road

City: Lexington

State: KY

Zip 40505

Bidder acknowledges receipt of the following addenda:

Addenda No. N/A Date \_\_\_\_\_

Addenda No. N/A Date \_\_\_\_\_

M/WBE Firm:

<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific America	<input type="checkbox"/>	Other (Specify)

By \_\_\_\_\_

Authorized Representative must sign by hand

Date:

8/25/14

Officer Name and Title:

Please Print

Michael Wessner | CEO

Business Telephone Number 800-876-4242

FAX: 877-914-2557

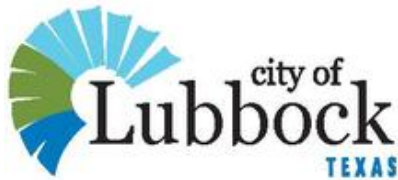
E-mail Address: wessner-mike@galls.com

**FOR CITY USE ONLY**

Bid Form Item Number(s) Awarded to Above Named Firm/Individual: \_\_\_\_\_

Date of Award by City Council (for bids over \$50,000): \_\_\_\_\_ Date P.O./Contract Issued: \_\_\_\_\_

**RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS. LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.**



**Regular City Council Meeting**

**6. 19.**

**Meeting Date:** 09/25/2014

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**Information**

**Agenda Item**

**Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute lease agreement 12046 between the City of Lubbock and Berry's Enterprises for management of T-Hangers.

**Item Summary**

Berry's Enterprises manages City-owned T-hangar units located on the northwest side of the airport. The agreement expires September 30, 2014 and they wish to renew the agreement. The renewal lease term is for five years beginning October 1, 2014 and terminating on September 30, 2019.

The management fee to the City of Lubbock is \$7,650 annually, paid monthly at \$637. The management rate includes annual consumer price index adjustments.

**Fiscal Impact**

The management fee is \$637.50 per month, \$7,650.00 per year.

**Staff/Board Recommending**

Kelly Campbell, Executive Director of Aviation  
Airport Advisory Board

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**Attachments**

Resolution & Lease Agreement - Barry's Enterprises

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**RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Lease Agreement by and between the City of Lubbock and Berry's Enterprises for hangar space and other real property located at the Preston Smith International Airport, and related documents. Said Lease Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

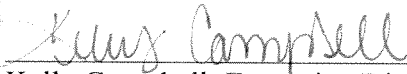
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

RES. Lease Agrmt-Berry's Enterprises  
8.6.14

STATE OF TEXAS                   §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK   §

### **LEASE AGREEMENT**

THIS LEASE AGREEMENT, hereinafter referred to as the “Agreement” or “Lease,” is entered into by the **CITY OF LUBBOCK** (referred to herein as City), a Home Rule Municipality of Lubbock County, Texas, and **BERRY’S ENTERPRISES**, (referred to herein as Lessee).

### **WITNESSETH**

WHEREAS, City owns, controls and operates the Lubbock Preston Smith International Airport (referred to herein as Airport), situated at Lubbock, Lubbock County, Texas, and has the authority to grant certain rights and privileges with respect thereto, including those hereinafter set forth; and

WHEREAS, City deems it advantageous to itself and to its operation of the Airport to lease unto Lessee the T-Hangars and ground area described herein, together with certain privileges, rights, uses and interests therein, as hereinafter set forth; and

WHEREAS, Lessee is an individual primarily engaged T-hangar rental service for aircraft storage; and

WHEREAS, the Airport Board of the City of Lubbock has approved and recommends that Lessee be granted this Agreement for the term designated below; and

WHEREAS, the City Council of the City of Lubbock accepts the recommendation of the Airport Board and finds that execution of this Lease will properly serve the public interest of the citizens of the City of Lubbock;

NOW THEREFORE, for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, City hereby grants to Lessee the rights and privileges hereinafter described; Lessee agrees to accept the duties, responsibilities and obligations as hereinafter set forth; and the parties hereto, for themselves, their successors and assigns, agree as follows:

**ARTICLE ONE**  
**DEMISE OF LEASED PREMISES**

**1.01 LEASED PREMISES**

For and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City does hereby lease unto Lessee certain property located on the west side of the Airport, more particularly described in Exhibit "A" which is attached to this Lease, and is incorporated into and made a part of this Lease for all purposes (collectively referred to as "Premises" or "Leased Premises" in this Agreement).

Description of Leased Premises:

Land: 45,000 square feet

T-Hangars: 13,260 square feet

**1.02 PURPOSE AND PRIVILEGES**

The Lessee is entitled to use the Leased Premises for the following activities:

- A. Lessee may use the Leased Premises for conducting T-hangar rental service for aircraft storage and items related to servicing aircraft.
- B. Lessee, at its own expense, shall be responsible for securing all permits, clearances, rights-of-way and other matters necessary to conduct business in a lawful manner.

**1.03 USE OF AIRPORT**

During the term of this Lease, Lessee and its tenants shall have free use of, in common with others at the Airport, all runways, taxiways, public ramps and public parking areas available at the Airport, and the right of ingress to and egress from the above described Premises, which right shall extend to Lessee's employees, guests, invitees, tenants and patrons.

If, during the term of this Agreement, the use of the Airport by Lessee is temporarily suspended, restricted or interfered with for a period of thirty (30) days or more for reasons beyond the practical control of the City, in such manner so as to substantially affect the use of the Leased Premises or operation of aircraft by Lessee or its tenants, all fees during such period shall abate and the term of the Agreement shall, at the election of Lessee, be extended for an equivalent period of time.

#### **1.04 PUBLIC BENEFIT**

Lessee agrees to operate the Leased Premises for the use and benefit of the public and further agrees:

- A. To use reasonable efforts to furnish good, prompt and efficient services adequate to meet all the demands for its services at the Airport;
- B. To furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof; and
- C. To charge fair, reasonable and nondiscriminatory prices for each unit of sale or service, provided that the Lessee may make reasonable nondiscriminatory discounts, rebates or other similar types of price reductions for volume purchases.

### **ARTICLE TWO**

#### **TERM**

##### **2.01 TERM**

The initial term of this Agreement shall be for a period of five (5) years beginning on OCTOBER 1, 2014 and terminating on SEPTEMBER 30, 2019.

##### **2.02 HOLDING OVER**

In the event Lessee remains in possession of the Leased Premises after the expiration of this Agreement or any extension thereof, without any written renewal or extension of the Agreement, such holding over shall not be deemed as a renewal or extension of this Lease, and may be terminated at any time by the Executive Director of Aviation of City.

### **ARTICLE THREE**

#### **RENTAL AND FEES**

##### **3.01 RENTALS**

In consideration of the rights and privileges herein granted, Lessee shall pay to the City the following rentals and fees:

**A. RENTAL FOR T-HANGAR MANAGEMENT**

Annual rental will be SEVEN THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$7,650.00) which shall be due and payable, in (12) equal monthly installments of SIX HUNDRED THIRTY-SEVEN AND 50/100 DOLLARS (\$637.50).

**B. CONSUMER PRICE INDEX**

The parties hereto mutually agree that during the initial term of this Agreement, and during any renewal period, except as otherwise might be set out in this Agreement, the rental rates will be adjusted upward or downward for each ensuing calendar year beginning January 1, 2015, in direct proportion to the fluctuation in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for All Urban Consumers. Any adjustment to the rental rates resulting from changes in the CPI shall be determined by calculating the increase or decrease in the CPI for the preceding twelve (12) months.

**C. SECURITY BADGES:**

In addition to the above rental and fees, Lessee shall pay the City a processing fee for security badges for each of Lessee's employees on the Leased Premises. City's Executive Director of Aviation shall determine the time of payment and the amount of the processing fee, each of which shall be reasonable and uniform for all similarly situated tenants at the Airport.

**3.02 PAYMENTS**

All payments are due and payable on or before the 20<sup>th</sup> day of each month this Agreement is in effect and shall be made to the City at the Office of the Executive Director of Aviation, Lubbock Preston Smith International Airport, 5401 N. MLK Blvd., Unit 389, Lubbock, Texas 79403. Lessee shall pay City a late payment charge of five percent (5%) of the total amount of rentals payable if payment of such rentals is not made when due.

**3.03 DEFAULT FOR FAILURE TO PAY RENTALS OR FEES**

If Lessee fails to pay any rent due and owing to City hereunder within fifteen (15) days of the due date, the Executive Director of Aviation of City shall provide written notice to the

Lessee. Thereafter, if the rent remains unpaid for more than fifteen (15) days after such notice is received, City may exercise its rights under Article Seven of this Agreement.

## **ARTICLE FOUR**

### **RIGHTS RESERVED TO CITY**

#### **4.01 SAFETY**

City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from constructing or permitting construction of any building or other structure on or off the Airport which, in the opinion of City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

#### **4.02 MAINTENANCE OF PUBLIC AREA**

City reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport. Lessee will perform no maintenance activities outside the Leased Premises without the consent of the Executive Director of Aviation.

#### **4.03 STANDARDS**

City reserves the right to establish reasonable standards for the construction and maintenance of and alterations, repairs, additions or improvements of the leased facilities. This includes structural design, color, materials used, landscaping and maintenance of the Leased Premises.

#### **4.04 TIME OF EMERGENCY**

During time of war or national emergency, the City shall have the right to lease the landing area and any other portion of the Airport to the United States for governmental use and, if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the United States, shall be suspended.

#### **4.05 DEVELOPMENT OF AIRPORT**

Lessee agrees that City has the right to further develop or improve the Airport as City sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance therefrom.

#### **4.06 SPONSOR'S ASSURANCE SUBORDINATION**

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States concerning the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under this Lease or otherwise diminish the commercial value of this Lease, the City shall not be held liable therefor.

The City covenants and agrees that it will during the term of this Agreement operate and maintain the Airport as a public facility consistent with and pursuant to the Assurances given by the City to the United States Government under federal law.

### **ARTICLE FIVE**

### **RIGHTS RESERVED TO LESSEE**

#### **5.01 WAGES**

To the extent that it is applicable, Lessee shall comply with Ch. 2258, Tex. Govt. Code.

#### **5.02 LESSEE'S DUTY TO REPAIR**

Except as provided herein, any property of City, or for which City may be responsible, which is damaged or destroyed incident to the exercise of the rights or privileges herein granted, or which damage or destruction is occasioned by the negligence of Lessee, its employees, agents, servants, patrons or invitees, shall be properly repaired or replaced by Lessee to the reasonable satisfaction of the Executive Director of Aviation of City, or in lieu of such repair or replacement, Lessee shall, if so required by the Executive Director of Aviation, pay City money in any amount reasonable to compensate the City for the loss sustained or expense incurred by City as a result of the loss of, damage to, or destruction of such property.

#### **5.03 PARKING**

Lessee shall at its sole cost and expense provide adequate and suitable parking areas for use by its customers, employees, patrons, guests and invitees.

#### **5.04 WARRANTY OF NO SOLICITATION**

Lessee warrants that it has not employed any person employed by City to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage or contingent fee.

### **ARTICLE SIX**

### **GENERAL CONDITIONS**

#### **6.01 RULES AND REGULATIONS**

City reserves the right to issue through its Executive Director of Aviation such reasonable rules, regulations and procedures for activities and operations conducted on the Airport as deemed necessary to protect and preserve the safety, security and welfare of the Airport and all persons, property and facilities located thereon.

The Lessee's officers, agents, employees and servants will obey all rules and regulations which may be promulgated from time to time by the City or its authorized agents at the Airport, or by other lawful authority, to ensure the safe and orderly conduct of operations and traffic on the Airport.

#### **6.02 OPERATION OF AIRCRAFT, COMPLIANCE WITH RULES AND REGULATIONS**

Lessee agrees to operate and conduct its business, including but not limited to the operation of aircraft and the occupancy of said Leased Premises, at all times in compliance with applicable federal, state and local rules and regulations and in compliance with all applicable statutes, ordinances, rules and regulations affecting the use, occupancy or operation of the Leased Premises and Airport. Lessee further agrees that in the event that a civil penalty or fine is levied against the Airport as a result of Lessee's failure to comply or act in accordance with said regulations, statutes and/or ordinances, Lessee shall within fifteen (15) days reimburse the Airport the full amount of the penalty or fine and immediately correct the failure, act or omission leading to, causing or contributing to the violation. Failure of the Lessee to comply with any requirement of this paragraph shall be cause for immediate termination of this Lease Agreement by City's Executive Director of Aviation. Provided, however, that the duty of the Lessee to



reimburse City is subject to City providing written notice of any potential fine or penalty. Lessee shall be provided notice to participate in the proceeding and defend itself, with counsel of its choice, at its own cost.

#### **6.03 IMPROVEMENTS OR ALTERATIONS**

Lessee shall not make, permit or suffer any additions, improvements or alterations to the Leased Premises which constitute any major structural change or changes without first submitting plans and specifications for such additions, improvements or alterations to the Executive Director of Aviation of the City and securing prior written consent from the Executive Director of Aviation. Any such additions, improvements or alterations made with the consent of the Executive Director of Aviation shall be made at the sole expense of the Lessee and, unless such consent provides specifically that title to the addition or improvements so made shall vest in the Lessee, title thereto shall at all times remain in City, and such additions or improvements shall be subject to all terms and conditions of this Agreement, provided however, that any trade fixtures installed by Lessee may be removed by Lessee at its expense. The Lessee agrees to hold City harmless from Mechanic's and Materialman's liens arising from any construction additions, improvements, repairs or alterations effected by the Lessee. Any property installed or added by Lessee which becomes permanently attached to the Leased Premises shall become the property of City upon termination of this Lease Agreement, provided however, that any trade fixtures installed by Lessee may be removed by Lessee at its expense.

#### **6.04 ADVERTISING**

The Lessee will erect no outdoor advertising or identification signs and will distribute no advertising in the Airport or on Airport property without the prior written consent of the City's Executive Director of Aviation. However, such prior written consent shall not be required for advertising placed by Lessee with any other party having the right to sell, rent or offer Airport terminal advertising space.

#### **6.05 SECURITY PLAN**

At the request of the Executive Director of Aviation, Lessee shall submit a Security Plan acceptable to the Executive Director of Aviation, the Airport Operations Supervisor and

the Federal Aviation Administration. Failure to submit an acceptable Security Plan shall be grounds for immediate termination of this Agreement.

#### **6.06 LIENS PROHIBITED**

The Lessee shall not bind or attempt to bind the City for payment of any money in connection with the construction, repairing, alterations, additions or reconstruction work on the Leased Premises, and Lessee shall not permit any mechanic's, materialman's or contractor's liens to arise against the Premises or improvements thereon, or any equipment, machinery and fixtures thereon belonging to the City, and Lessee expressly agrees that it will keep and save the Premises and the City harmless from all costs and damages resulting from any liens of any character created or that may be asserted through any act or thing done by the Lessee.

In the event that, as a result of Lessee's actions, any mechanic's lien or other lien or order for payment shall be filed against the Leased Premises or improvements thereon, or against City-owned property located thereon during the initial term hereof, or during any subsequent extension, Lessee shall defend on behalf of the City, at Lessee's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien or order. Failure of the Lessee to comply with any requirement of this section after having received fifteen days written notice thereof shall be cause for termination of this Agreement by the City.

#### **6.07 INSPECTION OF LEASED PREMISES**

Lessee agrees that the Leased Premises will be kept reasonably clean and free of all debris and other waste matter. City reserves the right to conduct inspections of the Leased Premises at reasonable times to ensure that fire, safety and sanitation regulations and other provisions contained in this Lease are being adhered to by the Lessee.

#### **6.08 RECORDS**

The Lessee will maintain a list of tenants subleasing from Lessee and will provide the office of the Executive Director of Aviation with updated current list.

#### **6.09 MAINTENANCE**

The Lessee shall, at its own cost and expense, maintain the Leased Premises in a presentable condition reasonably free of trash, debris and weeds, and consistent with good business practices. Lessee shall repair all damages to Leased Premises caused by

its employees, patrons or business operations thereon; shall perform all maintenance and repair to the interior, including all HVAC and venting systems; and shall repaint the hangar as necessary to maintain a clean and attractive appearance. Lessee shall also maintain any drainage structures or other improvements installed for the benefit of Lessee, septic systems, ceilings, floor coverings, locks, doors, overhead doors, specialized ramp doors, window glass, parking lots and/or surfaces used for employee and/or customer parking.

Upon written notice by City to Lessee, Lessee shall be required to perform whatever reasonable maintenance the City deems necessary. If said maintenance is not undertaken by Lessee within twenty (20) days after receipt of written notice, City shall have the right to enter upon the Leased Premises and perform the necessary maintenance, the cost of which shall be borne by Lessee. Lessee shall not, in any case, be required to pay for cost of mitigation, abatement or removal of asbestos not installed by Lessee.

#### **6.10 UTILITIES**

The Lessee shall assume and pay for all costs or charges for metered utility services provided to Lessee during the initial term hereof, and any subsequent extension. Lessee shall have the right, with written approval of City, to connect to any storm and sanitary sewers and water and utility outlets, the cost of usage, extension, installation and meters, where required, to be borne by the Lessee.

#### **6.11 TRASH, GARBAGE, REFUSE, ETC.**

Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse produced as a result of Lessee's business operations on the Leased Premises.

#### **6.12 PAYMENT OF TAXES, FEES, AND ASSESSMENTS**

The Lessee agrees to pay promptly when due all federal, state and local government taxes, license fees and occupation taxes levied on either the Leased Premises or on the business conducted on the Leased Premises or on any of Lessee's property used in connection therewith, except as provided herein.

Taxation may be subject to legal protest in accordance with the provisions of the taxing authority whose levy is questioned. Any protest shall be at the sole expense of Lessee.

Delinquency in payment of such obligations after any protest has been settled shall, at the option of the City, be cause for immediate termination of this Lease.

#### **6.13 INDEMNIFICATION AND INSURANCE**

The Lessee shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts and omissions, and the City shall in no way be responsible therefore. Lessee shall indemnify and hold harmless, to the fullest extent permitted by law, City, and City's respected officers, employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner or form, the activities of Lessee contemplated hereunder. Lessee further covenants and agrees to defend any suits or administrative proceedings brought against the City and/or City's respective officers, employees, elected officials and/or agents on account of any claim for which it is obligated to indemnify City, and to pay or discharge the full amount or obligation of any such claim incurred by, accruing to, or imposed on City, or City's respective officers, employees, elected officials and/or agents, as applicable, resulting from the settlement or resolution of said suits, claims, and or administrative proceedings. In addition, Lessee shall pay to City, City's respective officers, employees, elected officials and/or agents, as applicable, all attorney fees incurred by such parties in enforcing Lessee's indemnity in this section.

**Indemnification – Environmental Harm.** Without limiting any provisions of this Agreement, Lessee shall also defend, indemnify and hold City and its respective officers, employees, elected officials and agents harmless from and against all suits, actions, claims, demands penalties, fines liabilities, settlements, damages, costs and expenses (including but not limited to reasonable attorney's and consultant's fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, brought against City arising out of or in any way related to:

1. Any actual, threatened or alleged contamination by hazardous substances of the Premises or contamination by hazardous substances of the Airport by Lessee or its agents;

2. The presence, disposal, release or threatened release of hazardous substances by Lessee or its agents at the Airport that is on, from or affects the soil, air, water, vegetation, buildings, personal property, persons, animals or otherwise;
3. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to hazardous substances by Lessee at the Airport; or
4. Any violation by Lessee of any Environmental Laws that affects the Airport.

The Lessee shall carry and maintain insurance at all times that this Lease is in effect, at Lessee's sole expense and with an underwriter authorized to do business in the State of Texas and acceptable to the City, against claims of general liability and workers' compensation resulting from Lessee's business activities at the Airport.

General Liability Insurance – Lessee will carry and maintain General Liability Insurance for the protection of City, naming City as an additional insured and insuring against all claims, losses, costs and expenses arising out of injuries to persons whether or not employed by the Lessee, damage to property whether resulting from acts or omissions, negligence or otherwise of the Lessee or any of its agents, employees patrons or other persons, and growing out of the use of the said Leased Premises by Lessee, such policies to provide not less than **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)** for Combined Single Limit General Liability Insurance; the above insurance coverage shall also include Hangar Keeper Liability Coverage.

Workers' Compensation and Employer Liability – If Lessee employs persons other than family members, Lessee shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Lessee shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Lessee maintains said coverage. Any termination of worker's compensation insurance coverage by Lessee or any cancellation or nonrenewal of worker's compensation insurance coverage for the Lessee shall be a material breach of this Agreement.

To the extent permitted by law, the above-mentioned policies shall all include a waiver of subrogation. Certificates of insurance or other satisfactory evidence of insurance shall be

filed with the City's Executive Director of Aviation prior to entry upon the Premises by the Lessee. The General Liability policies shall name the City as an additional insured, require the insurer to notify the Executive Director of Aviation of any alteration, renewal or cancellation, and remain in full force and effect until at least ten (10) days after such notice of alteration, renewal or cancellation is received by the Executive Director of Aviation.

Hazard and Extended Coverage – Lessee shall procure from a company authorized to do business in the State of Texas and keep in force Hazard and Extended coverage insurance upon the Lessee owned buildings located on the Leased Premises to 80% of the full insurable value and shall furnish City with evidence that such coverage has been procured and is being maintained. City shall be named as additional insured on the policy.

#### **6.14 NON-DISCRIMINATION PRACTICES**

Lessee, its agents and employees will not discriminate against any person or class of persons by reason of age, sex, race, handicap, religion or national origin in providing any services or in the use of any of its facilities provided for the public. Lessee further agrees to comply with such enforcement procedures as the United States Government might demand that the City take in order to comply with the Sponsor's Assurances.

Lessee agrees not to illegally discriminate against any employee or applicant for employment because of age, sex, race, handicap, religion or national origin.

#### **6.15 BUSINESS SOLICITATIONS**

All of Lessee's business operations and solicitations will be confined to the Leased Premises or such other premises at the Airport that have been leased to Lessee.

#### **6.16 PROHIBITION OF SUBLEASES AND ASSIGNMENTS**

The Lessee will not directly or indirectly assign, sublet, sell, hypothecate or otherwise transfer this Lease or any portion of the Leased Premises without the prior written consent of the City's Executive Director of Aviation.

#### **6.17 RIGHTS OF OTHERS**

It is clearly understood by the Lessee that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating an aircraft at the Airport from performing any services on its own aircraft with its own regular employees

(including, but not limited to, maintenance and repair) that such person, firm or corporation may choose to perform.

#### **6.18 ACCESS**

Lessee agrees to control all access to the aircraft operations area (AOA) through the Leased Premises and through gates assigned to or controlled by Lessee so as to prevent unauthorized entry to the airfield by persons, animals or vehicles. In the event that unauthorized access to the AOA is gained through the Leased Premises or any area which Lessee controls or is obligated to control, any fines or penalties assessed by the Federal Aviation Administration shall be the responsibility of the Lessee and Lessee hereby agrees to pay all such fines or penalties without delay and make any and all requested changes in operations or facilities necessary to maintain Airport security and prevent reoccurrence of any unauthorized entry. Failure to comply with this paragraph shall be cause for immediate termination of this Lease Agreement by City.

#### **6.19 VEHICULAR MOVEMENT**

Except as specifically authorized by the Executive Director of Aviation , Lessee will not permit the driving of vehicles by employees, customers, guests or invitees on the apron, taxiways or runways.

#### **6.20 EXCLUSIVITY**

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as a aeronautical activity.

**ARTICLE SEVEN**  
**TERMINATION, CANCELLATION**

**7.01 TERMINATION**

This Lease shall terminate at the end of the term and any extension thereof. Lessee shall have no further right or interest in any of the Premises or improvements hereby demised, except as provided herein.

**7.02 TERMINATION BY LESSEE**

This Lease shall be subject to cancellation by Lessee upon the occurrence of any one or more of the following events:

1. The permanent abandonment of the Airport by the City as an air terminal.
2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner that substantially restricts Lessee for a period of at least ninety (90) days from operating thereon.
3. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use and operation of the Airport for a period of at least ninety (90) days.
4. The default of the City in the performance of any covenant or agreement herein required to be performed by the City and the failure of the City to remedy such default for a period of sixty (60) days after receipt from Lessee of written notice to remedy the same.

Lessee may exercise such right of termination by giving sixty (60) days advance written notice to the City at any time after the lapse of the applicable periods of time and this Lease shall terminate as of the sixty first (61<sup>st</sup>) day after such notice is given. Rental due hereunder shall be payable only to the effective date of said termination.

**7.03 TERMINATION BY CITY**

This Lease shall be subject to cancellation by City after the happening of one or more of the following events:

1. The taking by a court of competent jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any federal reorganization act.
2. The appointment of a receiver for Lessee's assets.



3. The divestiture of Lessee's assets by other operation of law.
4. The abandonment by Lessee of the Premises at the Airport for a period of thirty (30) days or more.
5. The failure by Lessee to pay any rentals or other charges hereunder after notice as specified above.
6. The default by Lessee in the performance of any covenant or agreement herein required to be performed by Lessee and the failure of Lessee to remedy such default for a period of fifteen (15) days after receipt from the City's Executive Director of Aviation of written notice to remedy the same.
7. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Lessee for a period of at least ninety (90) days from operating thereon.

City may exercise such right of termination by giving written notice to the Lessee to correct or cure such default, failure to perform or breach. If within thirty (30) days from the date of such notice, the default, failure to perform or breach complained of shall not have been corrected in a manner satisfactory to the City, then in such event, City shall have the right, at once and without further notice to Lessee, to declare this Agreement terminated.

Once Agreement is terminated, City's agents may enter upon the Leased Premises and take immediate possession of the same and remove Lessee's effects. Any rental due hereunder shall be payable to said date of termination.

It is agreed that failure to declare this Lease terminated upon the default of Lessee for any of the reasons set forth above shall not be construed as a waiver of any of the City's rights hereunder or otherwise bar or preclude City from declaring this Agreement cancelled as a result of any subsequent violation of any of the terms or conditions of this Agreement.

#### **7.04 REPLACEMENT AFTER DAMAGE**

It is agreed between the parties hereto that in the event the Leased Premises are damaged by fire or other accidental cause during the initial term of this Lease so as to become totally or partially untenable, the City shall have the option to restore the Premises to

their former condition. If the City elects to exercise the option, the City shall give Lessee notice in writing of its election within thirty (30) days of the occurrence of such damage. If the City elects to restore the Premises, the City shall proceed with due diligence and there shall be an abatement of the rent until repairs have been made for the time and to the extent for which the Premises, or part thereof, have been untenable. Should the City not exercise the option to restore the Premises, the lease of such untenable portion of the Premises shall cease and terminate effective on the date of damage by fire or other accidental cause.

#### **7.05 CONFLICT OF INTEREST**

The Lessee acknowledges that it is informed that Texas law prohibits contracts between the City of Lubbock and its "officers" and "employees," and that the prohibition extends to officers and employees of the City of Lubbock agencies, such as City-owned utilities, and certain City of Lubbock boards and commissions, and to contract with any partnership, corporation or other organization in which the officers or employees have a substantial interest. Lessee certifies (and this Agreement is made in reliance thereon) that neither the Lessee nor any person having an interest in this Agreement is an officer or employee of the City of Lubbock or any of its agencies, boards or commissions.

#### **7.06 REMOVAL OF LESSEE'S PROPERTY**

The Lessee shall have the right, within thirty (30) days after the termination of this Lease, whether such termination comes upon expiration of the initial term, any extension or otherwise under any provision of this Lease, to remove from the Leased Premises all of Lessee's property which has not become the property of the City, but Lessee shall restore the Premises to the original condition, normal wear and tear excepted. The City, however, shall have a lien on all of Lessee's property to secure any unpaid rentals or other revenue due the City; and Lessee's right to remove property from the Leased Premises is conditioned upon all amounts due the City from Lessee having been paid in full. Unless a renewal agreement is executed, property left on the Premises after thirty (30) days from the date of termination of this Agreement shall be deemed abandoned and will become the property of the City, and may be disposed of as the City sees fit, without any liability to the Lessee to account for the proceeds of any sale; and the City, at its option, may require Lessee to remove the abandoned property and may charge rent from

the date of expiration or termination of this Agreement through the day of final removal of the property, or of notification to the Lessee of the abandonment of the property and taking by the City, as the case may be.

**7.07 TERMINATION OF LEASE AND SURRENDER OF LEASED PREMISES**

The Lessee covenants and agrees that at the expiration of the initial term of this Lease, or any extension, or upon earlier termination as provided elsewhere in this Agreement, Lessee will quit and surrender the Leased Premises and the improvements in good condition, reasonable wear and tear expected, and the City shall have the right to take possession of the Leased Premises and the improvements, subject to the limitations expressed in Article Seven, of this Lease, with or without process of law.

**ARTICLE EIGHT**  
**MISCELLANEOUS PROVISIONS**

**8.01 NOTICES**

Notices to the City required or appropriate under this Agreement shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to the Executive Director of Aviation, Lubbock Preston Smith International Airport, 5401 N. MLK Blvd., Unit 389, Lubbock, Texas 79403. Notices to the Lessee shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to Berry's Enterprises, P. O. Box 6414, Lubbock, Texas 79493.

**8.02 ENTIRE AGREEMENT**

This Lease constitutes the entire Agreement between the City and Lessee, and any other written or parole agreement with the City is expressly waived by Lessee.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF LUBBOCK

BERRY'S ENTERPRISES

BY: \_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

BY: Bryan Berry  
BRYAN BERRY

ATTEST:

Title: \_\_\_\_\_ OWNER \_\_\_\_\_

\_\_\_\_\_  
Rebecca Garza, City Secretary

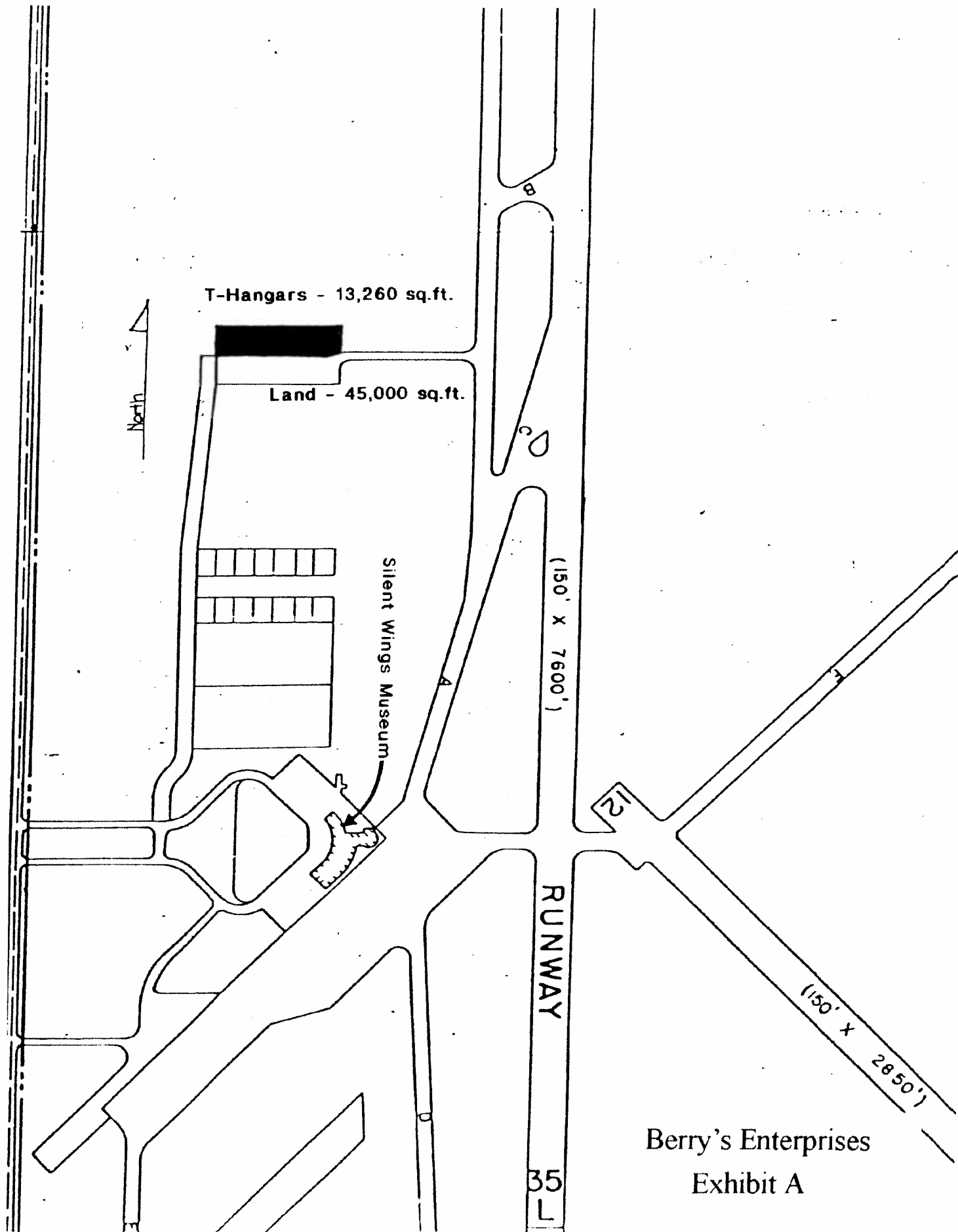
Date: 8/27/14

APPROVED AS TO CONTENT:

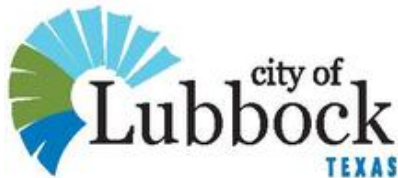
Kelly Campbell  
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

Mitch Satterwhite  
Mitch Satterwhite, First Assistant City Attorney



Berry's Enterprises  
Exhibit A



## Regular City Council Meeting

7. 1.

Meeting Date: 09/25/2014

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### Information

#### Agenda Item

**Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3234, a request of Ronald Key, for John Boling, for a zoning change from T to C-2 and R-1 on 30.06 acres of unplatted land out of Block AK, Section 19, north of 130th Street and west of Milwaukee Avenue, and consider an ordinance.

#### Item Summary

##### General comments:

The request is to zone about 5.74 acres of vacant land to C-2 and 24.32 acres to R-1. The proposed zone case does not meet the Comprehensive Land Use Plan (CLUP) policy or zoning policy. Zoning department staff would like to present how this case fits within the City's 30 plus year standing policies, which are designed to create a positive living and development environment across the City of Lubbock. These policies are not meant to be inflexible or rigid, but modifications to these policies should be very closely considered as to not cause a detriment to existing or future development. This request would place a commercial area across the street from the Lubbock Youth Sports Complex. The proposal consists of two tracts of land that were not platted in the county. This style of long narrow tracts creates many complications when redeveloping. The lot layout, or preliminary plat, for this parcel is similar to 122nd Street to the north. Redevelopment of these tracts can create many difficulties without the ability to combine several of these tracts together.

##### Adjacent land uses:

This land was annexed nearly as it sits today, except for the Youth Sports Complex. The area is primarily vacant land with surrounding residential.

To the east, across Milwaukee is the Lubbock Youth Sports complex. There is vacant agricultural land to the north, south, and west. There are a few existing residences nearby. 122nd Street to the north is one block of single family.

##### Comprehensive Land Use Plan (CLUP):

The CLUP has in this area the standard ten acre commercial corner, 40 acres total for the intersection, in this case 130th Street (FM 1585) and Milwaukee Avenue. This request does not fall within the standard area recommended for commercial, but rather sits approximately 1,200 feet from the intersection, and therefore is not consistent with the plan. The request would constitute a minor change to the CLUP, and a statement of such should be made as a part of a motion to approve.

##### Zoning Policy:

Following the CLUP policy, the request is not consistent with the zoning policies. The proposal places new commercial development in the middle of existing residential development. While the proposal separates the sports complex with commercial, it does not offer any buffer district between the commercial and residential. While the ball fields may not make for the best neighbor adjacent to residential, extending the commercial over a quarter mile beyond the policy intersection of the two thoroughfares may not be the best solution.

##### Effect on the adjacent street and thoroughfare system:

One major impact of "strip" commercial along a thoroughfare is the traffic impact on the thoroughfare. However, with a condition limiting the commercial tracts accessing from 124th Street only, the impact on the thoroughfare

system would not be much different than the spacing of a typical residential neighborhood.

**Recommendations:**

On September 9, 2014 the Planning & Zoning Commission recommended the request with a unanimous vote, with the following condition:

1. There shall be no curb cuts along Milwaukee Ave. The commercial tracts shall have access from the proposed east west street (124th Street).

**Fiscal Impact**

None.

**Staff/Board Recommending**

Bill Howerton, Assistant City Manager  
P&Z Commission

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**Attachments**

Ordinance - Zone Case 3234

Zone Case 3234

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3234**; A ZONING CHANGE FROM T TO C-2 AND R-1 ZONING DISTRICT ON 30.06 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 19, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

**ZONE CASE NO. 3234**

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to **C-2 and R-1** zoning district on



**30.06 acres of unplatted land out of Block AK, Section 19, City of Lubbock, Lubbock County, Texas located at north of 130<sup>th</sup> Street and west of Milwaukee Avenue, subject to conditions and being further described as follows:**

**METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".**

**SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1. THAT there shall be no curb cuts along Milwaukee Avenue. The commercial tracts shall have access from the proposed east west street.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on \_\_\_\_\_.

Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

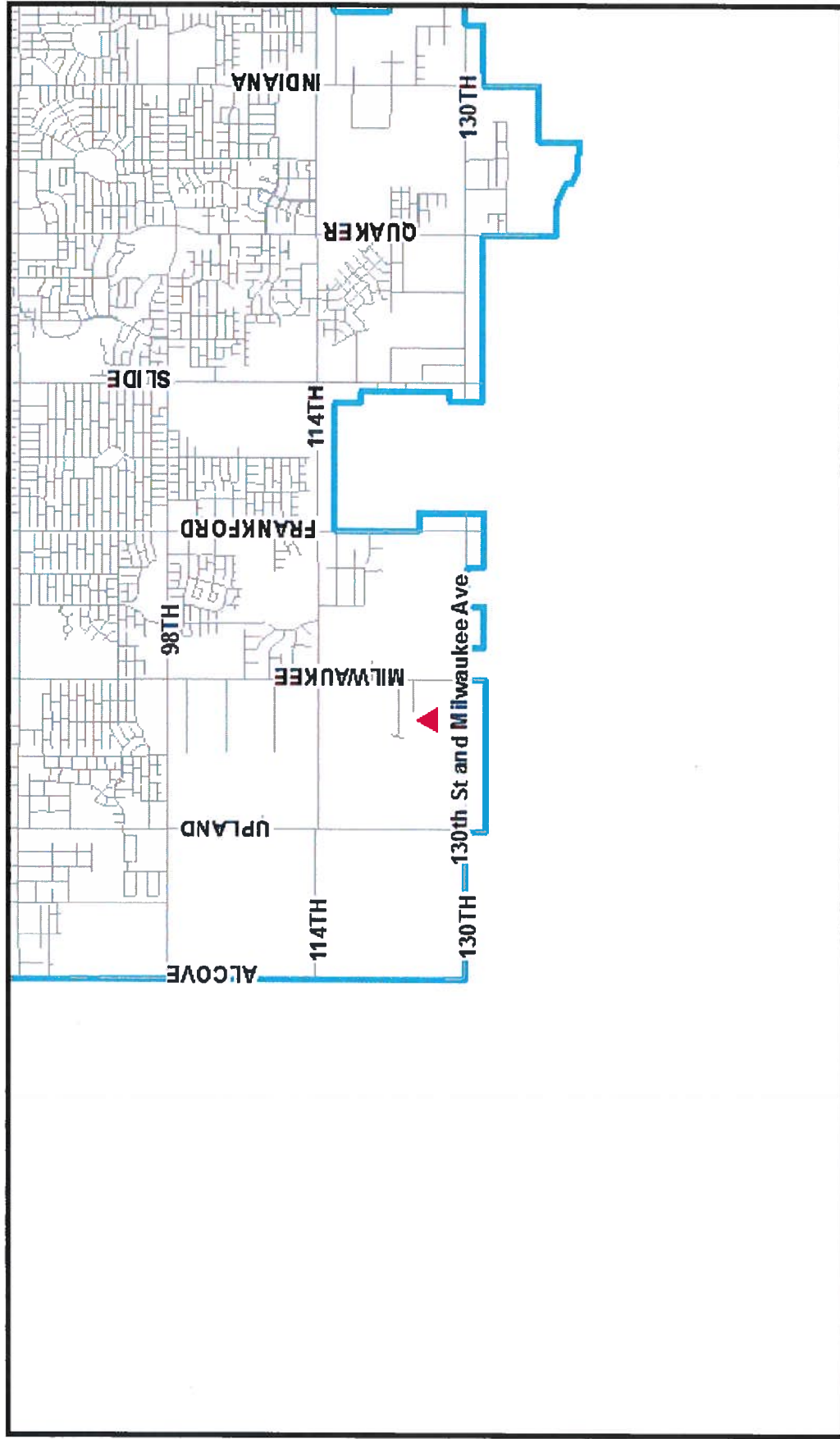
A handwritten signature in blue ink, appearing to read "Andrew Paxton", written over a horizontal line.

Andrew Paxton, Director of Planning

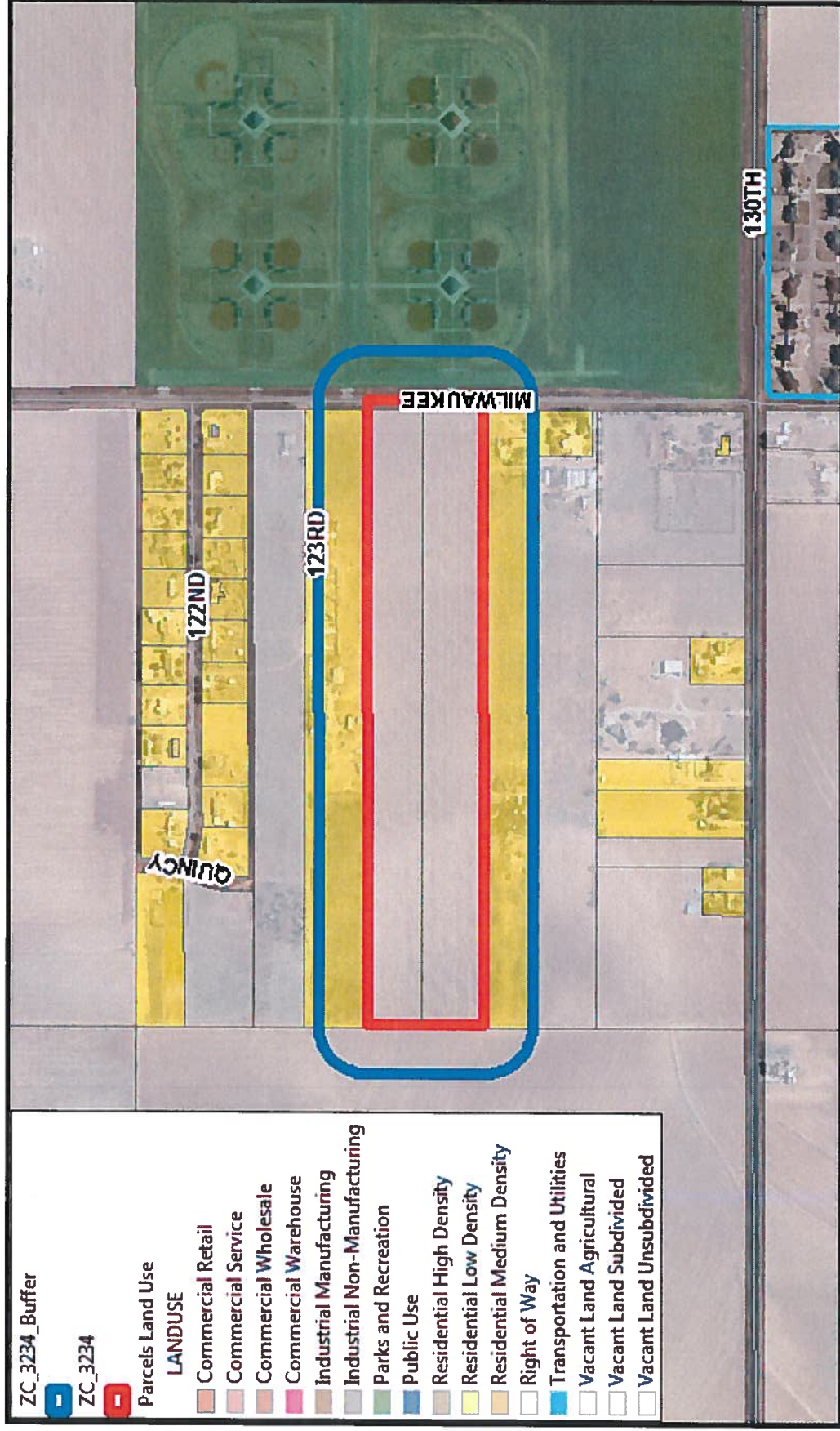
APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Chad Weaver", written over a horizontal line.

Chad Weaver, City Attorney



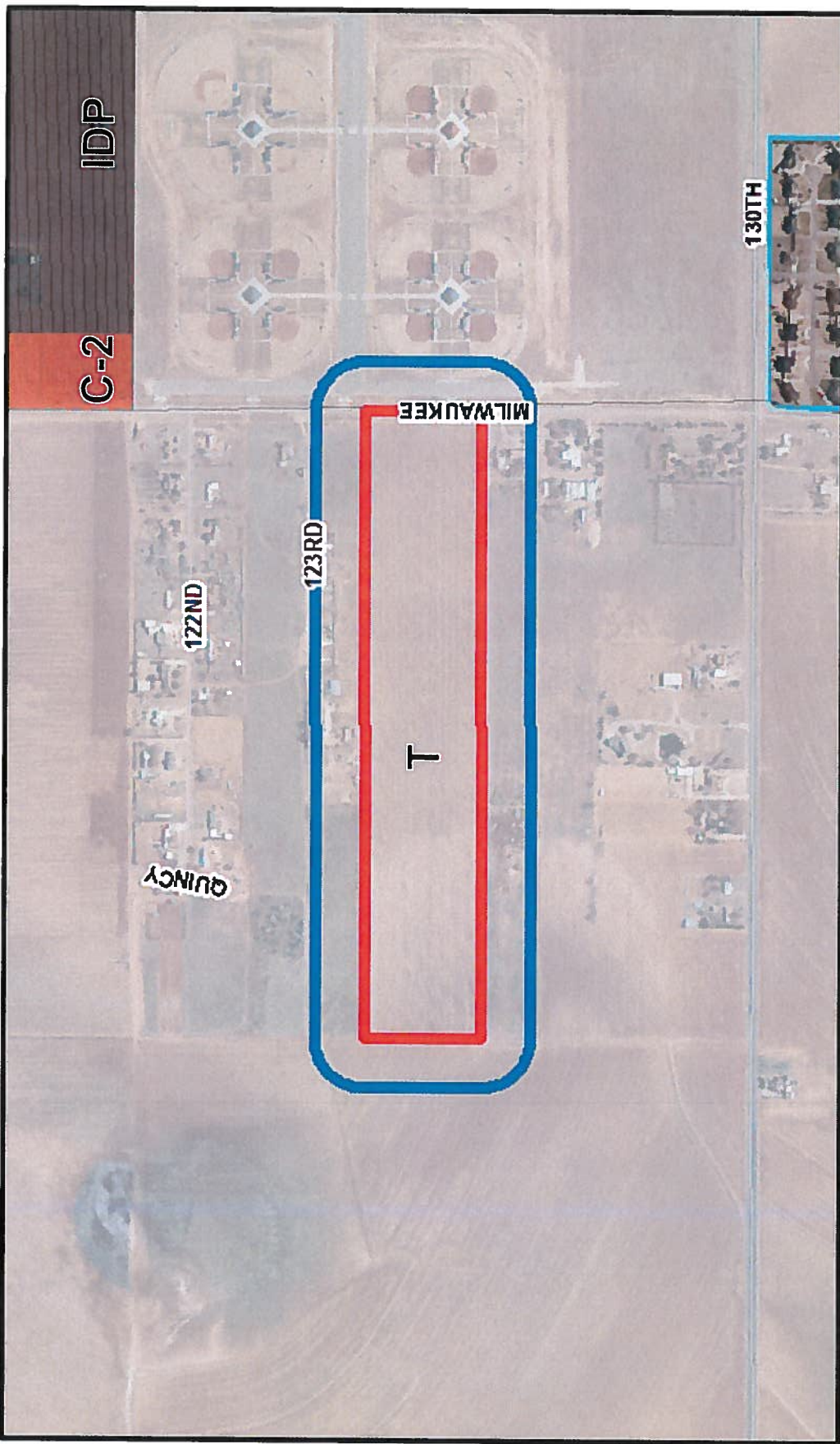
**P.Z.C. Case 3234**



## P.Z.C. Case 3234

**Request of Ronald Key (for John Boling) for a zoning change from T to C-2 and R-1, north of 130<sup>th</sup> Street and west of Milwaukee Avenue**





## P.Z.C. Case 3234 Zoning



## APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission  
PO Box 2000 / 1625 13<sup>th</sup> St  
Lubbock, TX 79457

**Applicant**  
(Please Print)

Ronald Key  
P.O. Box 53908  
Street/Post Office Box  
Lubbock Tx 79453  
City State Zip  
(C) (806) 241-0992 office 747-4678  
Telephone

**For**

John Bolwig  
6702-130th  
Street/Post Office Box  
Lubbock, Tx 79424  
City State Zip  
(806) 789-3559  
Telephone

**Location or Address:**

**Legal Description:\***

**Existing Land Use:** Cotton Farm

**Existing Zoning:** T

**Acreage or Square Footage of Property:** 30.06

**Zoning Requested:** C2

**Proposed Development:** 500 ft of C2 (5.74 Ac) (24.32 Ac) R1

**If property is not subdivided, will preliminary plat be submitted?**

Yes    No   

**Applicant's Signature**

Ronald Key

**Date**

**Filing Fee:**

\$565  
(\$475.00 for the first acre; \$3.00 for each additional acre;  
\$165 for Non-Profit)

\*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

### For City Use Only

**Zone Case No.:** 3234

**Agenda No.:** 3

**Request for zoning change from:** T

**To:** C2 + R-1

**on Lot(s):**

**Block(s):**

**Subdivision:**

**Address:** North of 130th St  
West of Milwaukee Ave

30.06 acres of unplatted land out of block A, section 19

SK

Section 19, Block AK

5306.9'

Happy Acres SE/4

Northeast Corner  
of Section 19

4" Metal Fence Post  
0.4' NE  
of Fd. Iron Pipe

V. 1939, P. 465

M= S 88°14'23" E 2650.80'

D= 2640'

Fence along Line

On Line

0.1'

0.1'

0.4'

30.06 Acres

4.6'

MR HUGO REED

0.9'

0.8'

D= 2640'

M= N 88°15'44" W 2650.48'

V. 3468, P. 56

M= S 01°41'24" W 247.2'

D= 247.5'

M= S 01°40'08" W 249.62'

D= 247.5'

M= S 01°40'52" W 1156.34'

D= 1155'

M= N 01°41'59" E 1483.45'

D= 495'

M= S 01°43'32" W 493.5'

D= 1483.2' (V. 3468, P. 56)

Section 20, Block AK

SE Corner  
Section 19  
Block AK

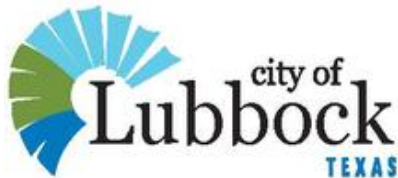
No Monument Found  
Distance to Projected Line

F.M. 1585

5317' TO CENTERLINE UPLAND

Section 12, Block AK

SW/4



## Regular City Council Meeting

7. 2.

Meeting Date: 09/25/2014

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### Information

#### Agenda Item

**Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3235, a request of Hugo Reed and Associates, Inc., for Upland Investments, LLC, for a zoning change from R-1 to C-3 on 9.1 acres of unplatted land out of Block AK, Section 42, northwest corner of 34th Street and Upland Avenue, and consider an ordinance.

#### Item Summary

General comments:

The applicant has requested a zoning change from R-1 to C-3 on 9.1 acres of land at the north west corner of 34th Street and Upland Avenue.

Adjacent land uses:

To the north, east, and south are existing residential properties with vacant land to the west.

Comprehensive Land Use Plan (CLUP):

The CLUP recommends commercial at each corner of the intersections of thoroughfares. This property being on the corner of 34th Street and Upland Avenue, is considered a commercial corner accordingly. The plan accounts for 40 acres of commercial property, 10 acres at each corner.

Zoning Policy:

As a policy case, C-3 is the recommended zoning for a corner at the intersection of two thoroughfares, neither of which carrying a state highway designation.

Effect on the adjacent street and thoroughfare system:

Based on the full building out of the thoroughfare plan, there should be little to no impact on the thoroughfare system.

Recommendations:

On September 9, 2014, the P&Z Commission recommended the request with a unanimous vote.

#### Fiscal Impact

None.

#### Staff/Board Recommending

Bill Howerton, Assistant City Manager  
P&Z Commission

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### Attachments

Ordinance - Zone Case 3234  
Zone Case 3234





ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3234**; A ZONING CHANGE FROM T TO C-2 AND R-1 ZONING DISTRICT ON 30.06 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 19, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

**ZONE CASE NO. 3234**

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to **C-2 and R-1** zoning district on

**30.06 acres of unplatted land out of Block AK, Section 19, City of Lubbock, Lubbock County, Texas located at north of 130<sup>th</sup> Street and west of Milwaukee Avenue, subject to conditions and being further described as follows:**

**METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".**

**SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1. THAT there shall be no curb cuts along Milwaukee Avenue. The commercial tracts shall have access from the proposed east west street.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on \_\_\_\_\_.

Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

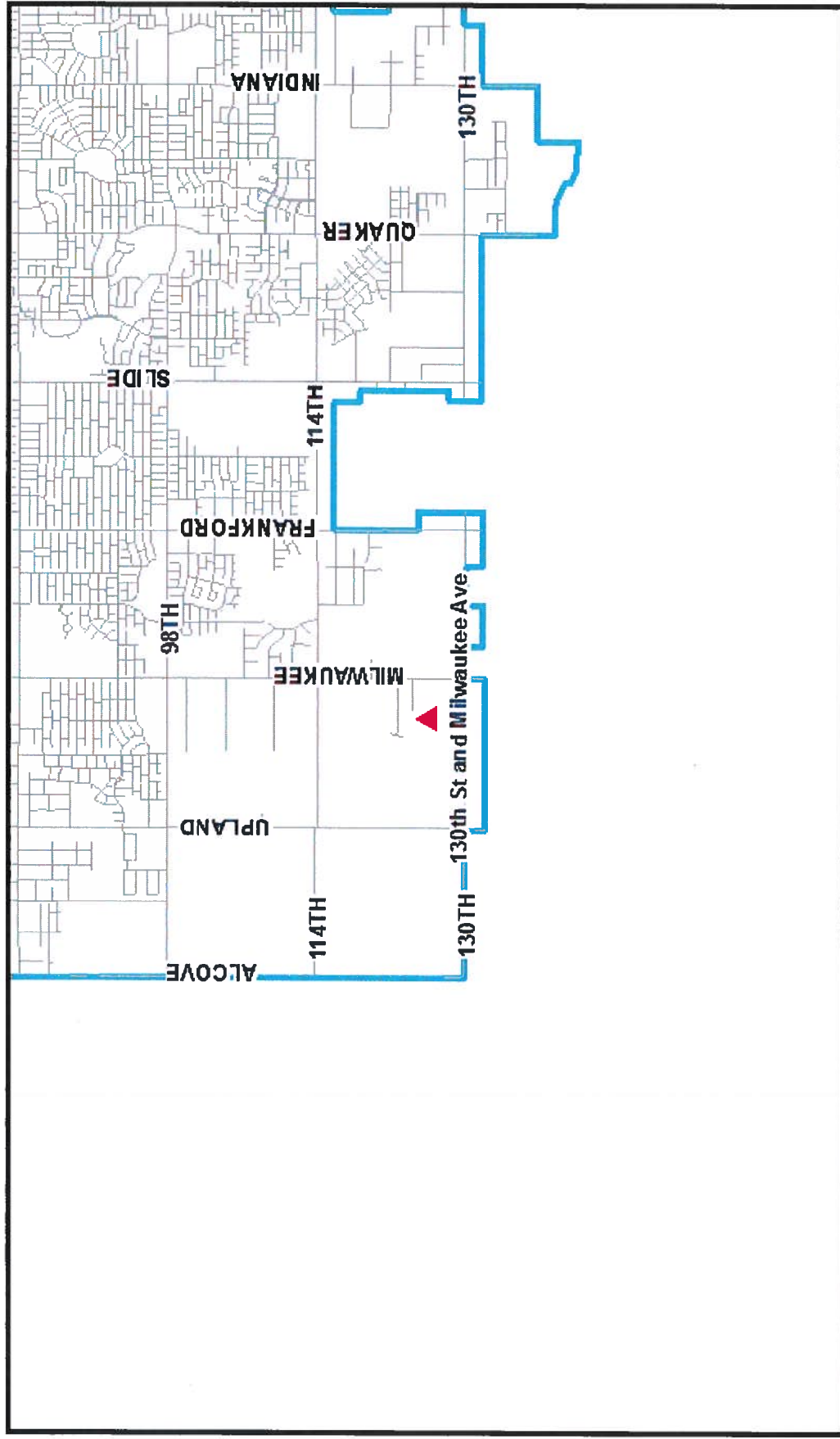
A handwritten signature in blue ink, appearing to read "Andrew Paxton", written over a horizontal line.

Andrew Paxton, Director of Planning

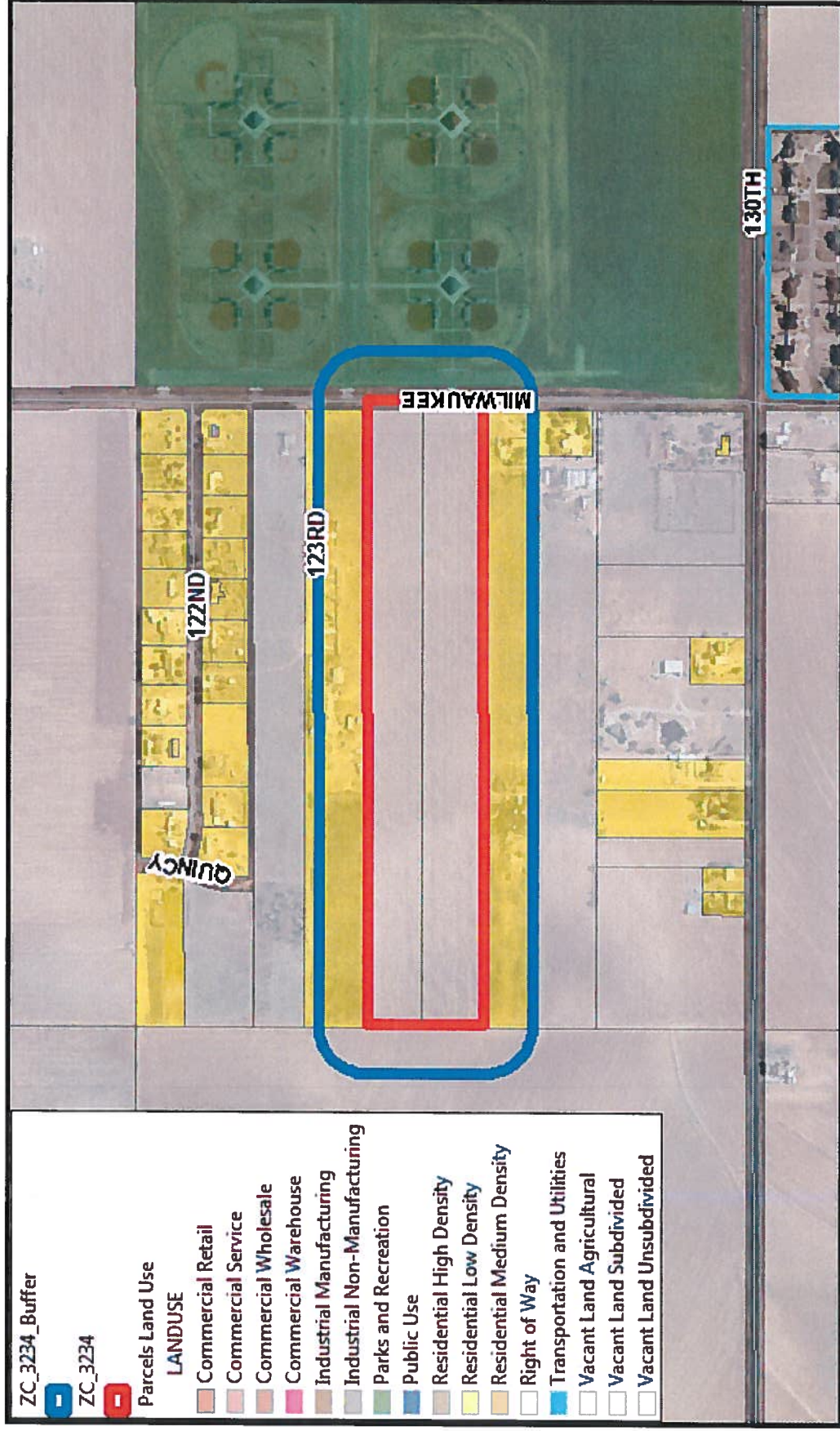
APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Chad Weaver", written over a horizontal line.

Chad Weaver, City Attorney



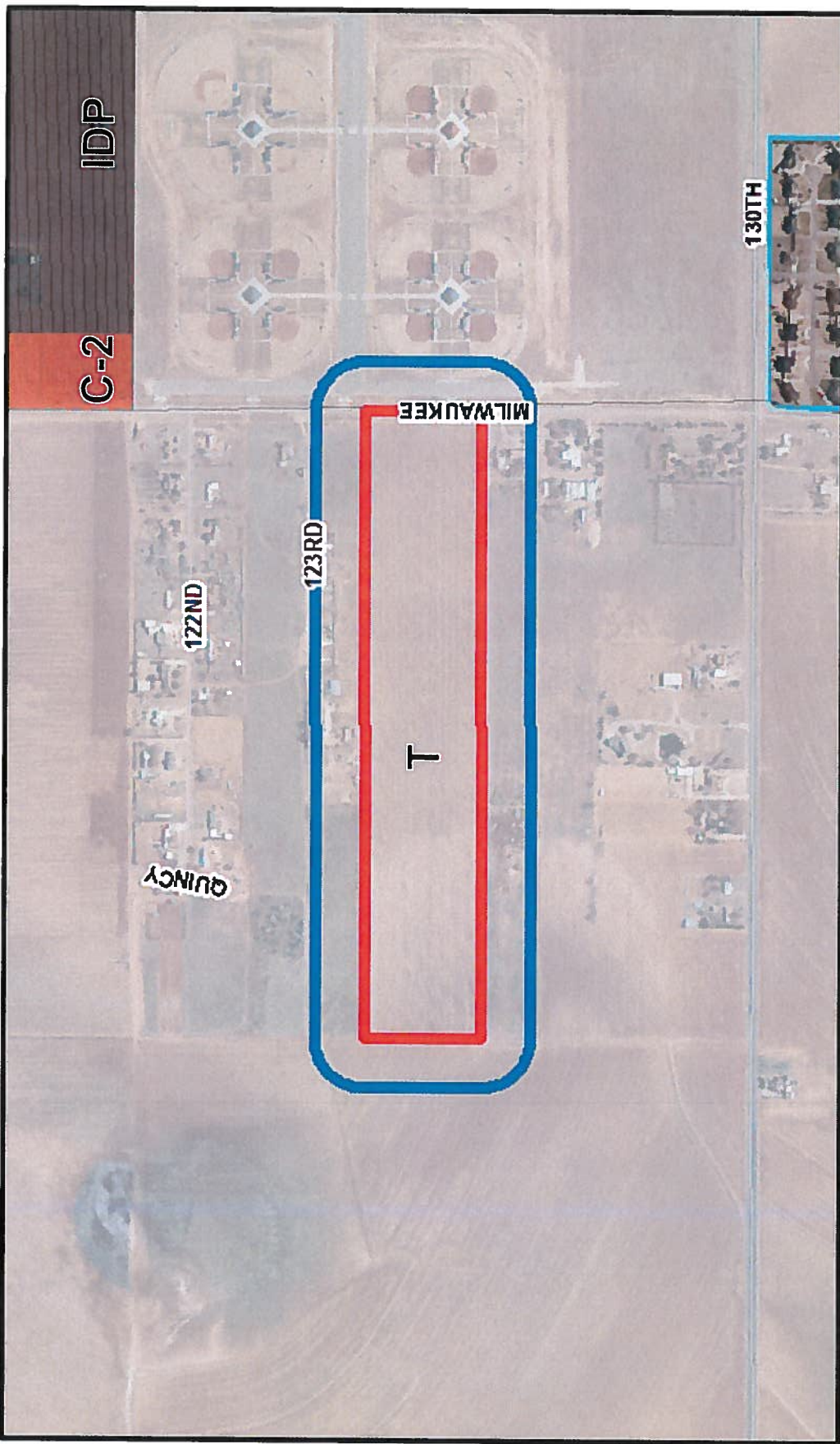
**P.Z.C. Case 3234**



## P.Z.C. Case 3234

**Request of Ronald Key (for John Boling) for a zoning change from T to C-2 and R-1, north of 130<sup>th</sup> Street and west of Milwaukee Avenue**





## P.Z.C. Case 3234 Zoning



## APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission  
PO Box 2000 / 1625 13<sup>th</sup> St  
Lubbock, TX 79457

**Applicant**  
(Please Print)

Ronald Key  
P.O. Box 53908  
Street/Post Office Box  
Lubbock Tx 79453  
City State Zip  
(C) (806) 241-0992 office 747-4678  
Telephone

**For**

John Bolwig  
6702-130th  
Street/Post Office Box  
Lubbock, Tx 79424  
City State Zip  
(806) 789-3559  
Telephone

**Location or Address:**

**Legal Description:\***

**Existing Land Use:** Cotton Farm

**Existing Zoning:** T

**Acreage or Square Footage of Property:** 30.06

**Zoning Requested:** C2

**Proposed Development:** 500 ft of C2 (5.74 Ac) (24.32 Ac) R1

**If property is not subdivided, will preliminary plat be submitted?**

Yes ☒ No ☐

**Applicant's Signature**

Ronald Key

**Date**

**Filing Fee:**

\$565  
(\$475.00 for the first acre; \$3.00 for each additional acre;  
\$165 for Non-Profit)

\*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

### For City Use Only

**Zone Case No.:** 3234

**Agenda No.:** 3

**Request for zoning change from:** T

**To:** C2 + R-1

**on Lot(s):**

**Block(s):**

**Subdivision:**

**Address:** North of 130th St  
West of Milwaukee Ave

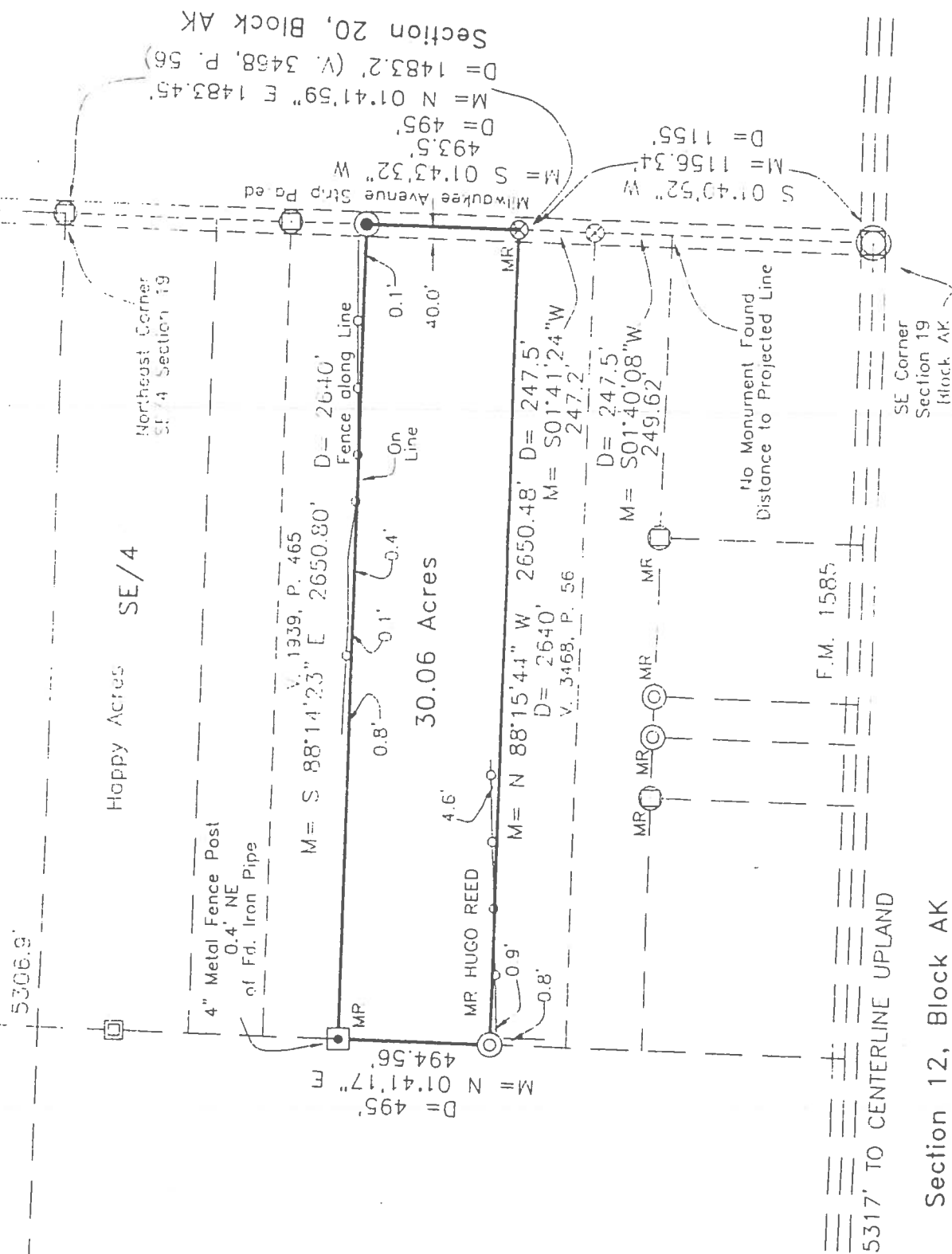
30.06 acres of unplatted land out of block A, section 19

SK



## Section 19, Block AK

SW/4





## Regular City Council Meeting

7. 3.

Meeting Date: 09/25/2014

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### Information

#### Agenda Item

**Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 2538-D, a request of Hugo Reed and Associates, Inc., for Upland Investments, LLC, for a zoning change from R-1 to A-2 on 11.4 acres of unplatted land out of Block AK, Section 42, southwest corner of 26th Street and Upland Avenue, and consider an ordinance.

#### Item Summary

##### General comments:

The request is for A-2 high density apartment zoning on 11.4 acres of land at the south west corner of 26th Street and Upland Avenue.

##### Adjacent land uses:

The area is primarily vacant land and residential properties. To the south and west is vacant agriculture land with some residences to the north and east.

##### Comprehensive Land Use Plan:

The CLUP recommends apartment zoning adjacent to a thoroughfare and the half mile collector street. This request is consistent with the plan as it is located on Upland Avenue (a thoroughfare) and 26th Street (a collector).

##### Zoning Policy:

Based on the CLUP, the request is also consistent with zoning policies.

##### Effect on the adjacent street and thoroughfare system:

Being adjacent to a thoroughfare and a collector, there should be little to no impact on the thoroughfare system. As the area develops and is filled out, Upland Avenue should be built as a full width thoroughfare with 26th Street built as a collector street.

##### Recommendations:

On September 9, 2014 the P&Z Commission recommended the request with a unanimous vote.

#### Fiscal Impact

None.

#### Staff/Board Recommending

Bill Howerton, Assistant City Manager  
P&Z Commission

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### Attachments

Ordinance - Zone Case 2538-D  
Zone Case 2538-D



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2538-D**; A ZONING CHANGE FROM **R-1** TO **A-2** ZONING DISTRICT ON **11.4 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 42**, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

**ZONE CASE NO. 2538-D**

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **A-2** zoning district on **11.4 acres of unplatted land out of Block AK, Section 42**, City of Lubbock, Lubbock County, Texas, located at **southwest corner of 26<sup>th</sup> Street and Upland Avenue**.

**METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".**

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars

(\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on \_\_\_\_\_.

Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Andrew Paxton, Director of Planning

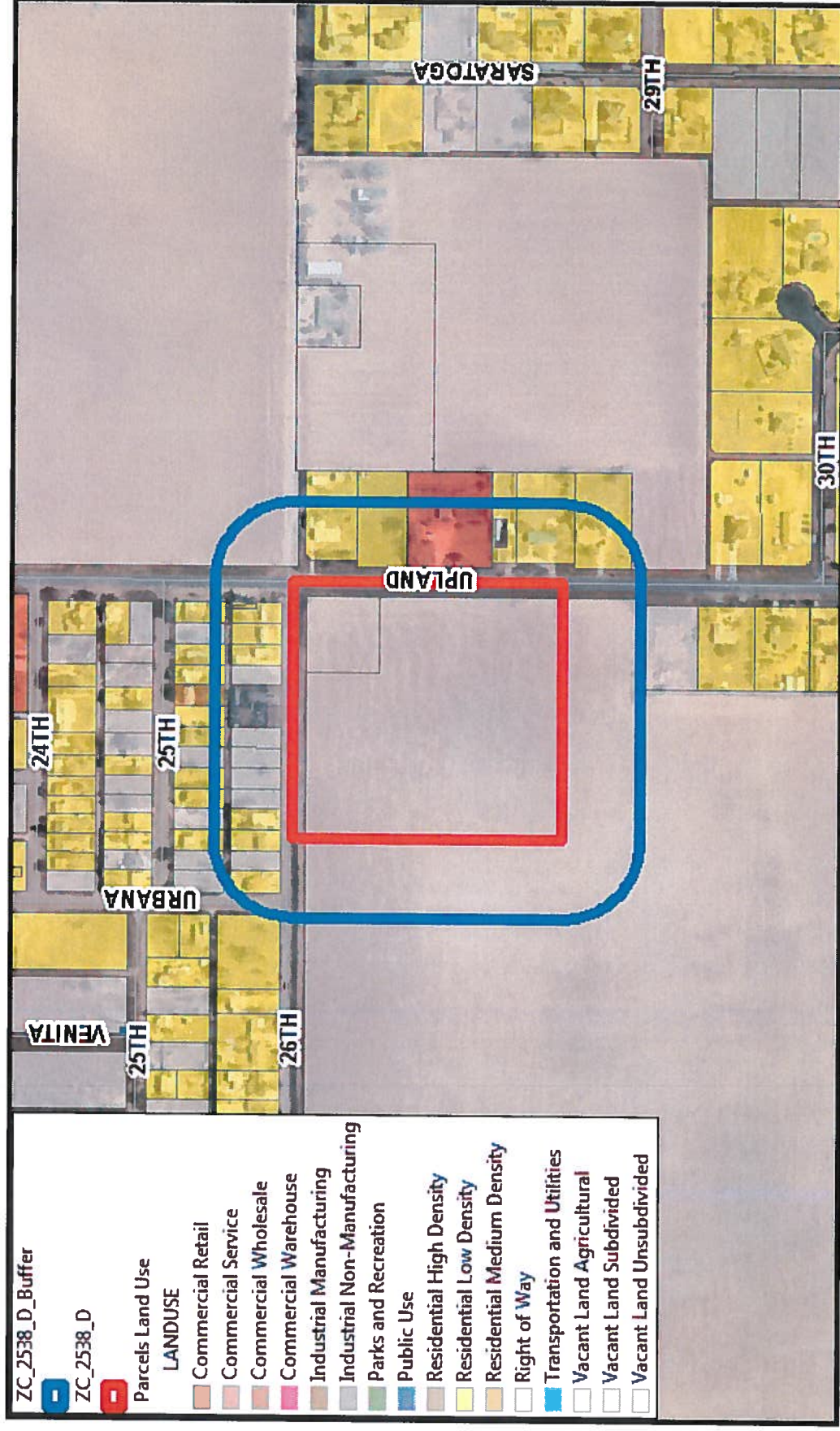
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chad Weaver, City Attorney

vw/cityatt/Chad/ZoneCase/ZC2538-D  
September 9, 2014

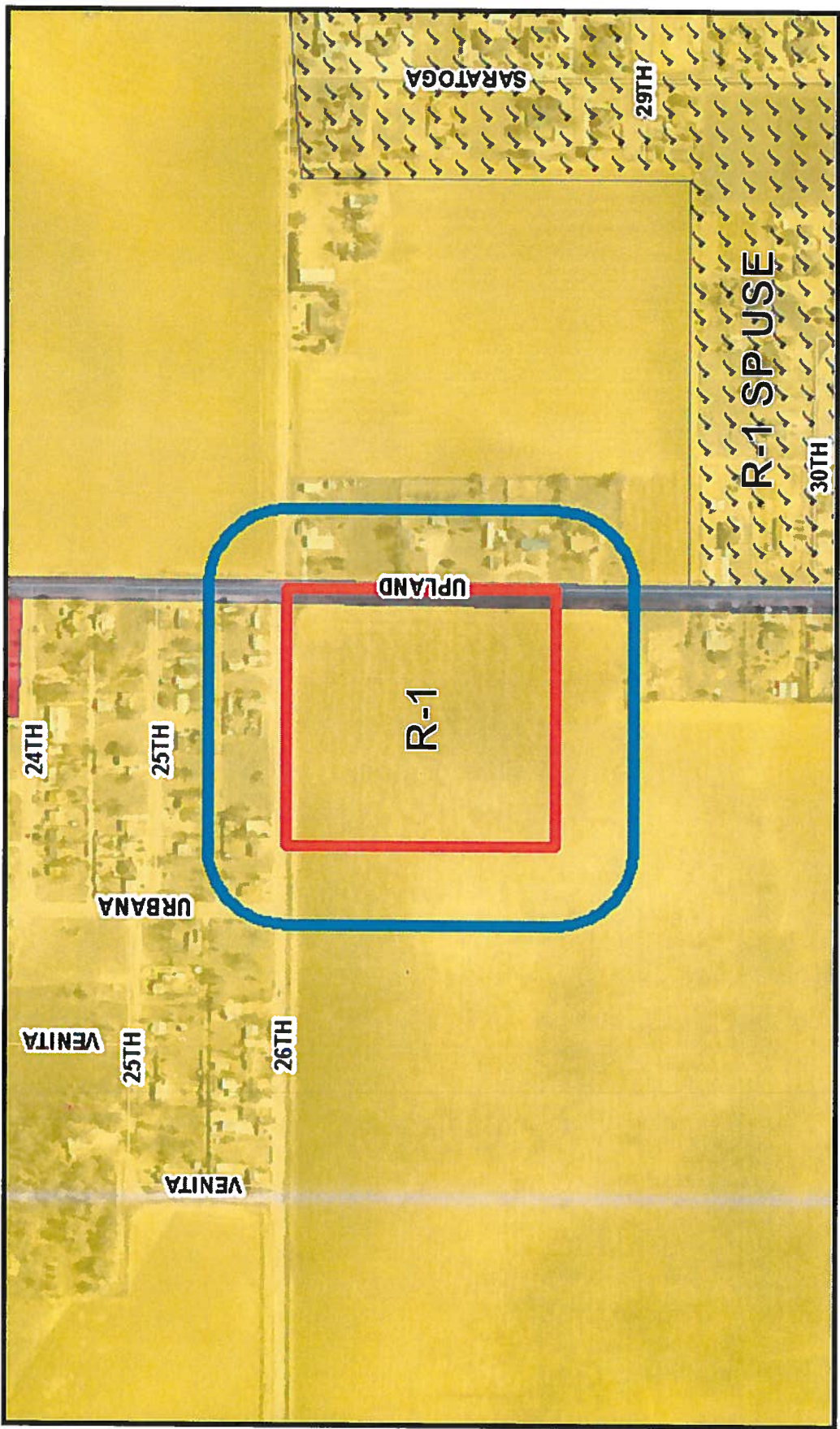






## P.Z.C. Case 2538-D

Request of Hugo Reed and Associates, Inc. (for Upland Investments, LLC) for a zoning change from R-1 to A-2, southwest corner of 26<sup>th</sup> Street and Upland Avenue



## P.Z.C. Case 2538-D Zoning





## APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission  
PO Box 2000 / 1625 13th St  
Lubbock, TX 79457

**Applicant**  
(Please Print) **Hugo Reed and Associates, Inc.**  
**1601 Avenue N**  
Street/Post Office Box  
**Lubbock, Texas 79401**  
City State Zip  
**(806) 763-5642**  
Telephone

**For** **Upland Investments, LLC**  
**5026 Frankford Avenue**  
Street/Post Office Box  
**Lubbock, Texas 79424**  
City State Zip  
**806-789-6973**  
Telephone

**Location or Address:** **26th and Upland**

**Legal Description:\*** **See metes and bounds description attached**

**Existing Land Use:** **Vacant** **Existing Zoning:** **R-1**

**Acreage or Square Footage of Property:** **11.4 acres**

**Zoning Requested:** **A-2**

**Proposed Development:** **Unspecified Multi-Family or Church**

**If property is not subdivided, will preliminary plat be submitted?** Yes \_\_\_\_\_ No **X**

*Terry H. Heman*  
**Applicant's Signature**

**August 11, 2014**  
**Date**

**Filing Fee:** **\$508 (Upland Investments #1010)**  
(\$475.00 for the first acre; \$3.00 for each additional acre;  
\$165 for non-profit)

\*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

**For City Use Only** *MTB* *map 46*  
**Zone Case No.:** *2538-D* **Agenda No.:** *5*  
**Request for zoning change from:** *R-1* **To:** *A-2*

*11.4 Acres of unplatted land out of Block AK section 42*

**on Lot(s):** \_\_\_\_\_ **Block(s):** \_\_\_\_\_

**Subdivision:** \_\_\_\_\_ **Address:** *SW corner of 26th St and Upland Ave*

*SL*

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the

zone change requested by: P&Z Case No.: 2538-D

In Favor of   

Opposed   

RECEIVED

SEP 02 REC'D

Reasons and/or Comments:

PLANNING DEPARTMENT

*Both of our houses need so  
much work or both of them and  
maybe a door will open.*

Print Name Walterine Murphy

Signature: Walterine Murphy

Address: 7301 25th Lubbock TX 79404

Address of Property Owned: 7301 25th Lubbock TX 79404

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the

zone change requested by:

P&Z Case No.:

**2538-D**

In Favor of ☒

Opposed ☐

RECEIVED

SEP 02 REC'D

Reasons and/or Comments:

PLANNING DEPARTMENT

*We'll my home both houses  
need a lot work on them and  
and happy this will be a break  
for us.*

Print Name

WALTER, NE MURPHY

Signature:

Walterine Murphy

Address:

7301 25th Lubbock TX 79407

Address of Property Owned:

7301 25th Lubbock TX 79407

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

15

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2538-D

In Favor of

Opposed



Reasons and/or Comments:

I am opposed to A business located in the Residential AREA of where I live. If granted it would be too much traffic NEAR my house and I don't want that. This ~~Neighborhood~~ area has Elderly people (more) than young people with children.

Print Name

Thelma Ray Butler

Signature:

Thelma Ray Butler

Address:

P.O. Box 16085 Lubbock, TX 79490-6085

Address of Property Owned:

7319 25th Street Lubbock, TX 79407

RECEIVED

SEP 04 REC'D

PLANNING DEPARTMENT

BUTLER, THELMA RAY  
PO BOX 16085

LUBBOCK

TX 79490-6085

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

5

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2538-D

In Favor of ☐

Opposed ☒

Reasons and/or Comments:

I am opposed to a business located in the residential area of where I live. If granted it would be too much traffic near my property and I don't want that. This area has more elderly people than young people with children.

Print Name

Ernestine Stone

Signature:

Ernestine Stone

Address:

P.O. Box 16085 Lubbock, TX 79490-6085

Address of Property Owned:

it is between 7319 25th St and 7323 25th St.  
which would probably make it 7321 25th

12 of 31

RECEIVED

SEP 04 REC'D

PLANNING DEPARTMENT

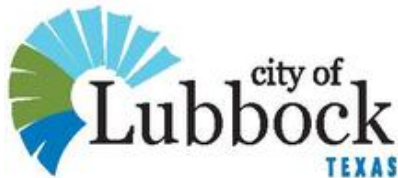
Zone Case Number: 2538-D

953

STONE, ERNESTINE  
PO BOX 16085

LUBBOCK

TX 79490-6085



## Regular City Council Meeting

7. 4.

Meeting Date: 09/25/2014

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### Information

#### Agenda Item

**Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3236, a request of SWCWC Inc., for Sprint, for a zoning change from IHC to IHC Specific Use for a temporary/portable cell tower on 0.234 acres of unplatted land out of Block A, Section 20, 2553 Santa Fe Drive, and consider an ordinance.

#### Item Summary

##### General comments:

Request of SWCWC Inc. (for Sprint) for a zoning change from IHC to IHC Specific Use for a temporary/portable cell tower on 0.234 acres of unplatted land out of Block A, Section 20 (2553 Santa Fe Drive).

##### Adjacent land uses:

N: (R-1) Single family Homes

S: (IHC) Interstate Highway Commercial – Water utilities pump station, vacant lot, Smoke Shop, and Popeye's Chicken

E: (IHC) Ice kiosks

W: (R-1) Single family homes

##### Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP which has this area designated as commercial, specific use for a cell tower is allowed in any zoning district at the discretion of the Planning Commission.

##### Zoning Policy:

The Zoning Ordinance states "...antennas may be permitted in any zoning district provided that the proponent of such use has incorporated the minimum requirements..." and has been approved by the Planning and Zoning Commission. It is up to the proponent to provide the necessary data showing the necessity for a new tower, rather than co-locating on an existing one. The department has updated our comprehensive map which shows the proposed location is 1600' away from a tower to the west and 2400' away from a tower to the east along Marsha Sharp Freeway.

Effect on the adjacent street and thoroughfare system: The tower will be designed in a way that it will not be visually obstructive to traffic in the vicinity. The tower and structure will be located a minimum of 64' from any residential structure.

##### Recommendations:

On September 9, 2014 the Planning & Zoning Commission recommended the request with a unanimous vote, with the following conditions:

- 1.) That the tower must be removed on or before January 3, 2014.
- 2.) That the zoning of the property will revert back to IHC on February 1, 2015.

#### Fiscal Impact

None.

**Staff/Board Recommending**

Bill Howerton, Assistant City Manager  
P&Z Commission

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**Attachments**

Ordinance - Zone Case 3236

Zone Case 3236

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3236; A ZONING CHANGE FROM IHC TO IHC SPECIFIC USE FOR A TEMPORARY/PORTABLE CELL TOWER, ON 0.234 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 20, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.**

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

**ZONE CASE NO. 3236**

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **IHC** to **IHC Specific Use for a temporary/portable cell tower on 0.234 acres of unplatted land out of Block A, Section 20**, City of Lubbock, Lubbock County, Texas, located at **2553 Santa Fe Drive**, subject to conditions, and being further described as follows:

**METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".**



**SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1. THAT the tower must be removed on or before January 31, 2015.**
- 2. THAT the zoning of the property will revert back to IHC on February 1, 2015.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **IHC** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **2553 Santa Fe Drive**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on \_\_\_\_\_.

Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

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Rebecca Garza, City Secretary


APPROVED AS TO CONTENT:



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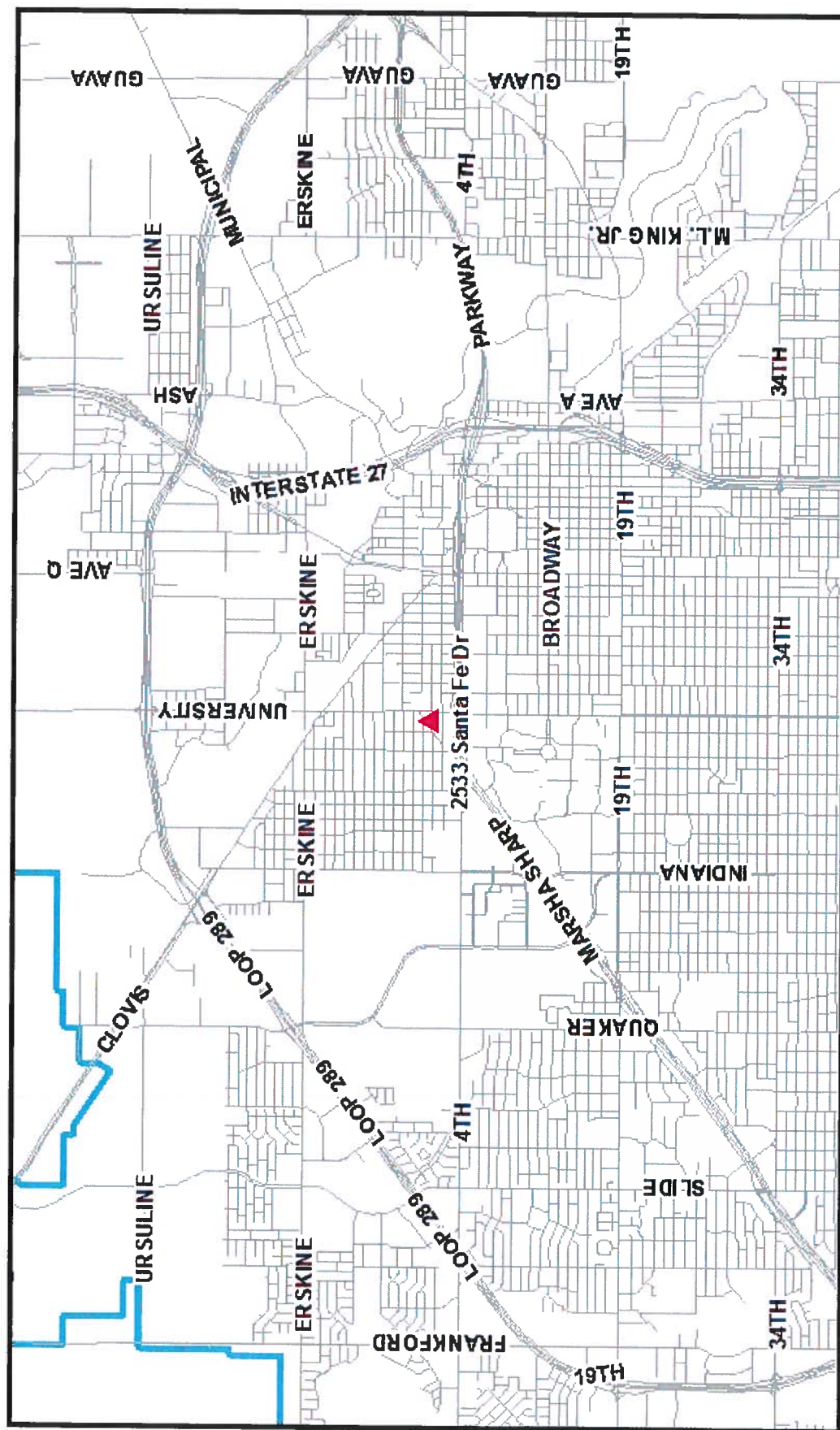
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



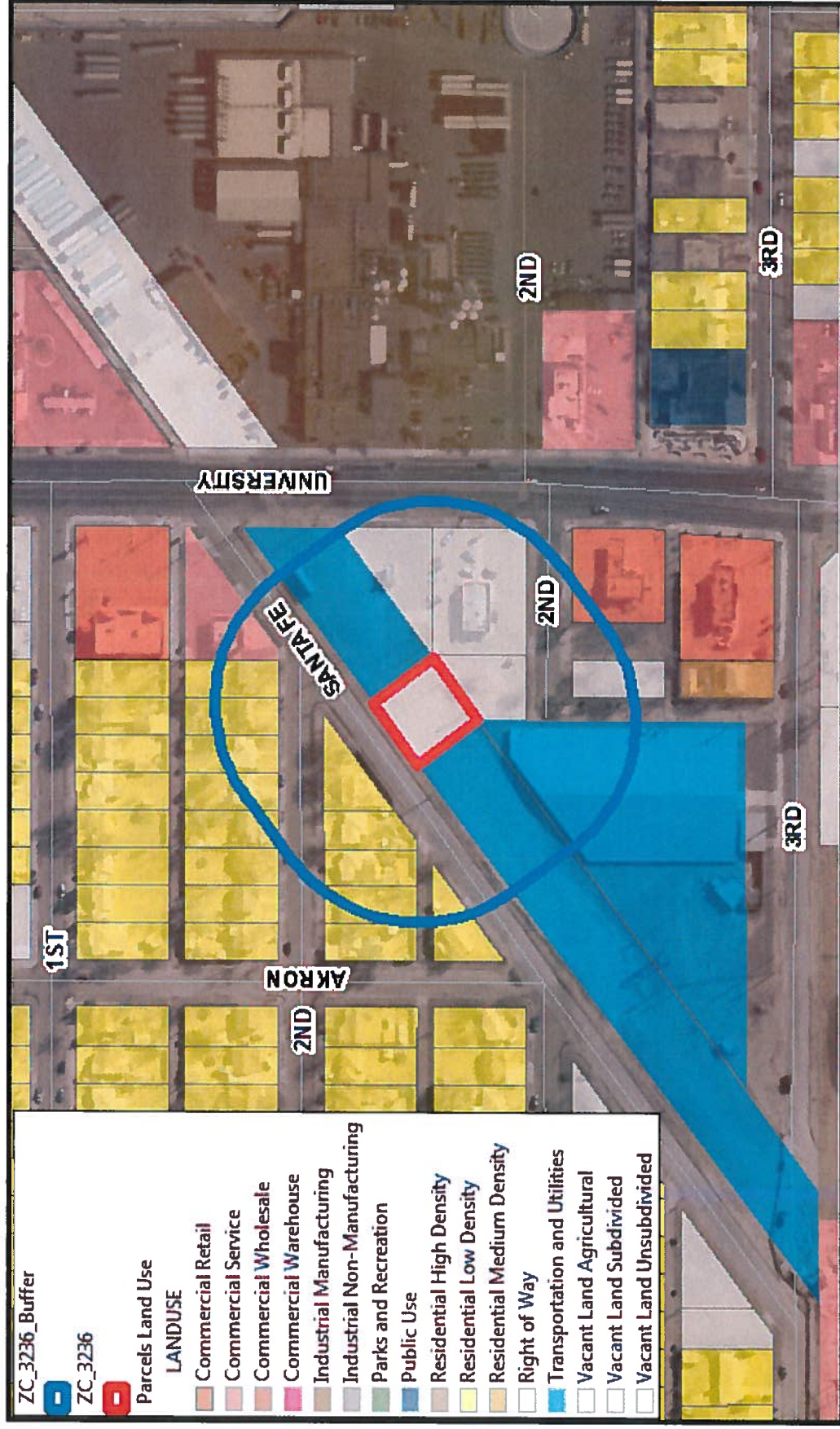
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Chad Weaver, City Attorney



P.Z.C. Case 3236

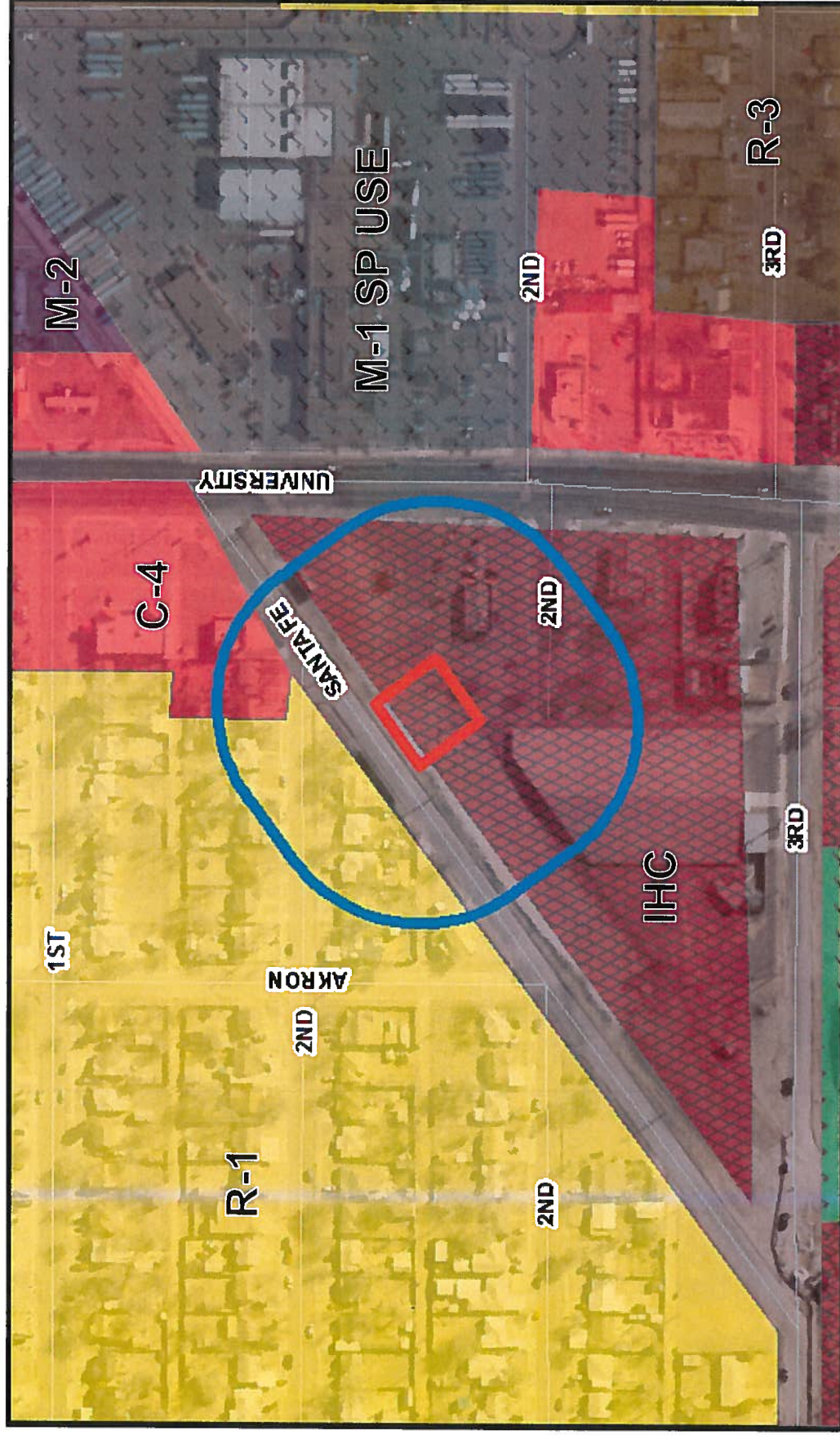




## P.Z.C. Case 3236

**Request of SWCWC Inc. (for Sprint) for a zoning change from IHC to IHC Specific  
Use for a temporary/portable cell tower, 2553 Santa Fe Drive**





# P.Z.C. Case 3236 Zoning

**TEXAS TECH TEMP.**

**COW**

DA99XT032

2553 SANTA FE DR

LUBBOCK, TX 79415

LUBBOCK COUNTY

ISSUE DATE 08/15/2014

ISSUED TO: ZONING

**REVISIONS**

REV.	DATE	DESCRIPTION	BY
A	08/15/14	ISSUE FOR SET TO	ET

**NOT FOR CONSTRUCTION UNLESS LABELLED AS CONSTRUCTION SET**

**LOCUSURE**

**SHEET TITLE**

ZONING DRAWING

**SHEET NUMBER**

A-1

**REVISION**

A

24-3005

**SPECIAL USE PERMIT SITE PLAN**

**PROJECT INFO:**

DATE: 08/15/2014

**SITE INFORMATION:**

SITE NAME: TEXAS TECH TEMP. COW

SITE ADDRESS: LUBBOCK, TX 79415

PARCEL # C000090200000000

SECTION: LUBBOCK COUNTY

LOCATION: 2553 SANTA FE DR

USE: TELECOMMUNICATION FACILITY

**OWNER INFORMATION:**

OWNER: TEXAS TECH TEMP. COW

OWNER ADDRESS: LUBBOCK, TX 79415

OWNER PHONE: 807.258.4999

OWNER FAX: 807.258.4999

**LEGAL INFORMATION:**

BLK A SEC 20 AB 03 TR 892 AC. 334

**CODE COMPLIANCE:**

CONVERTING BUILDING CODES

INTERNATIONAL BUILDING CODE 2009 (IBC)

NATIONAL ELECTRICAL CODE (NEC)

**PROJECT DIRECTORY**

**APPLICANT:**

CONTACT: GUYAN ROSALES

PHONE: (512) 900-0241

FAX: (512) 267-4086

**ARCHITECT:**

ARCHITECTS INCORPORATED, P.C.

7502 CANA CODE

CONTACT: MARIO MARTINEZ, MA

PHONE: (512) 848-8782

FAX: (512) 948-1408

**GENERAL NOTES**

NOT FOR CONSTRUCTION PURPOSES

APPROVALS IS PROVIDED BASED ON A REVIEW OF THE EXISTING OF

COMPARISON (ICC) REGULATIONS OR NECESSARY FOR THE OPERATIONS OF A

AN OCCUPATION SIGN FOR EACH SERVICE PROVIDER RESPONSIBLE FOR THE

OPERATION AND MAINTENANCE OF A WIT AT THE SITE, NOT LARGER THAN

BE LATER READ FROM OUTSIDE THE PERIMETER OF THE WIT AND SMALL

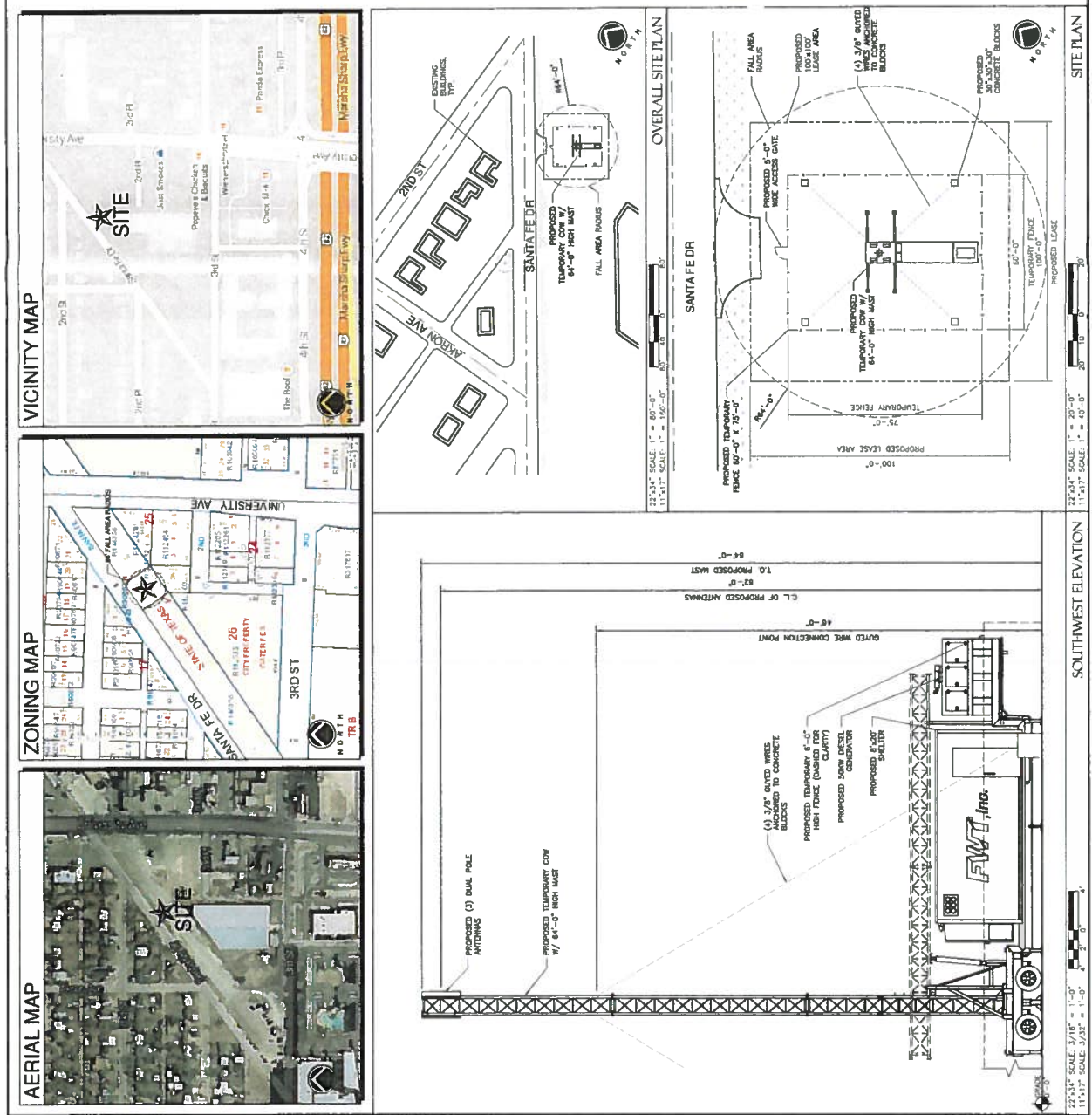
SERVICE PROVIDER.

**APPROVALS/ISSUE DATES**

ORIGINAL SUBMITTAL DATE:

ACCEPTED FOR APPROVAL:

CITY OF LUBBOCK, TX





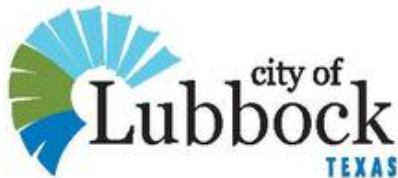


Sante Fe Dr  
approx.  
-101.871297

Legend

- 2553 Sante Fe Dr
- B - 33.595526° -101





## Regular City Council Meeting

7. 5.

Meeting Date: 09/25/2014

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### Information

#### Agenda Item

**Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 2909-D, a request of South Plains Communications, for Atmos Energy Corp., for a zoning change from IHC to IHC Specific Use on Tract M, Milwaukee Business Park Addition, 6606 66th Street, and consider an ordinance.

#### Item Summary

##### General comments:

The request of the proponent is a zone change from IHC to IHC Specific Use to allow a 50-foot tall communications tower on site to assist in meter reading for Atmos Energy.

##### Adjacent land uses:

N: IHC (Spur 327 and Vacant Land)

S: C-2 (Vacant Land)

E: IHC (Car Dealership and Church)

W: T (Vacant Land and American Legion Building)

##### Comprehensive Land Use Plan (CLUP):

The area surrounding and including this development is intended for interstate commercial. The request to rezone a small portion of the lot for a communications tower will not alter the intent of the CLUP.

##### Zoning Policy:

The Zoning Ordinance states "...antennas may be permitted in any zoning district provided that the proponent of such use has incorporated the minimum requirements..." and has been approved by the Planning and Zoning Commission. This case is not a typical zone change request for a communications tower. The proponent is requesting the tower only be 50' tall in order to handle data transmissions from gas meters sent from around the city. The tower will only be used by Atmos Energy data collection; therefore no co-location will occur in the future. Additionally, there is only one other known cell tower with a one mile radius of this site.

##### Effect on the adjacent street and thoroughfare system:

There should be no effect.

##### Recommendations:

On September 9, 2014 the P&Z Commission recommended the request with a unanimous vote, with the following condition:

1. Tied to the proposed site plan and elevations.

#### Fiscal Impact

None.

#### Staff/Board Recommending



Bill Howerton, Assistant City Manager  
P&Z Commission

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**Attachments**

Ordinance - Zone Case 2909-D

Zone Case 2909-D

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2909-D**; A ZONING CHANGE FROM **IHC** TO **IHC SPECIFIC USE FOR A 50' TELECOMMUNICATIONS TOWER ON TRACT M, MILWAUKEE BUSINESS PARK ADDITION**, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

**ZONE CASE NO. 2909-D**

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **IHC** to **IHC Specific Use for a 50' telecommunications tower on Tract M, Milwaukee Business Park Addition**, City of Lubbock, Lubbock County, Texas, located at **6606 66<sup>th</sup> Street**, subject to conditions, and being further described as follows:

**METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".**

**SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1. THAT the zone change be tied to the proposed site plan and elevations.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **IHC** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **6606 66<sup>th</sup> Street**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on \_\_\_\_\_.

Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



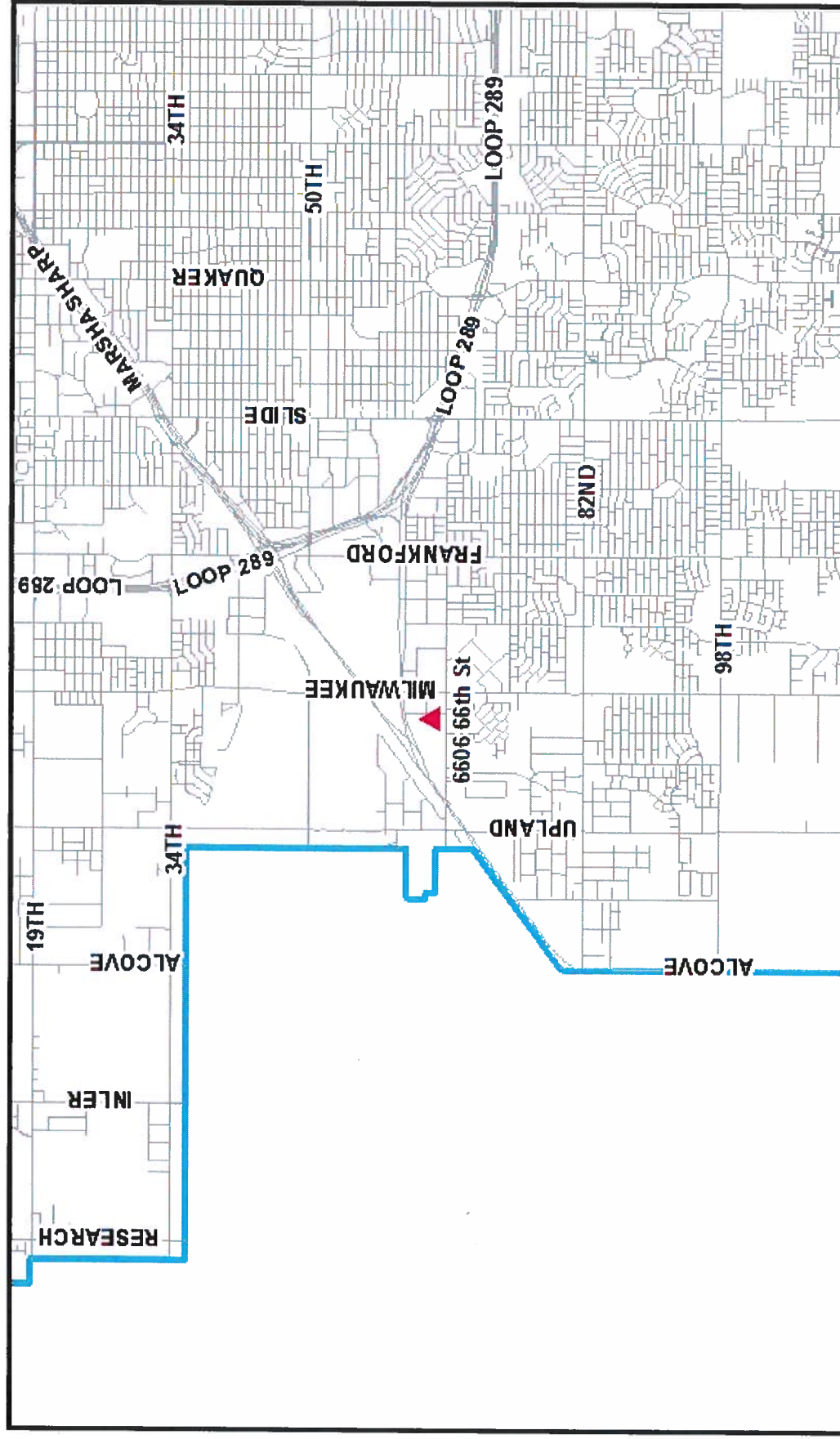
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



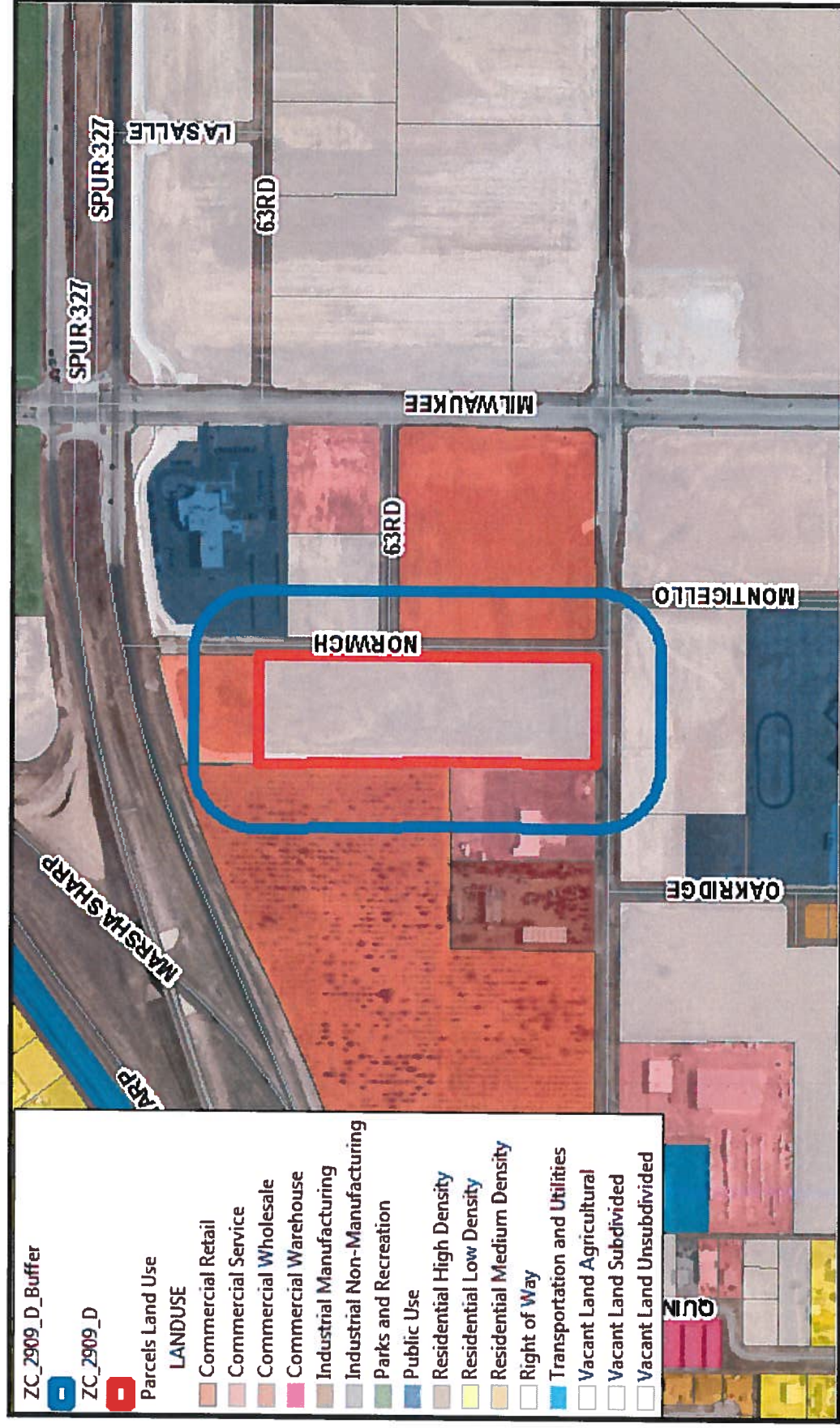
Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC2909-D\_  
September 9, 2014



P.Z.C. Case 2909-D

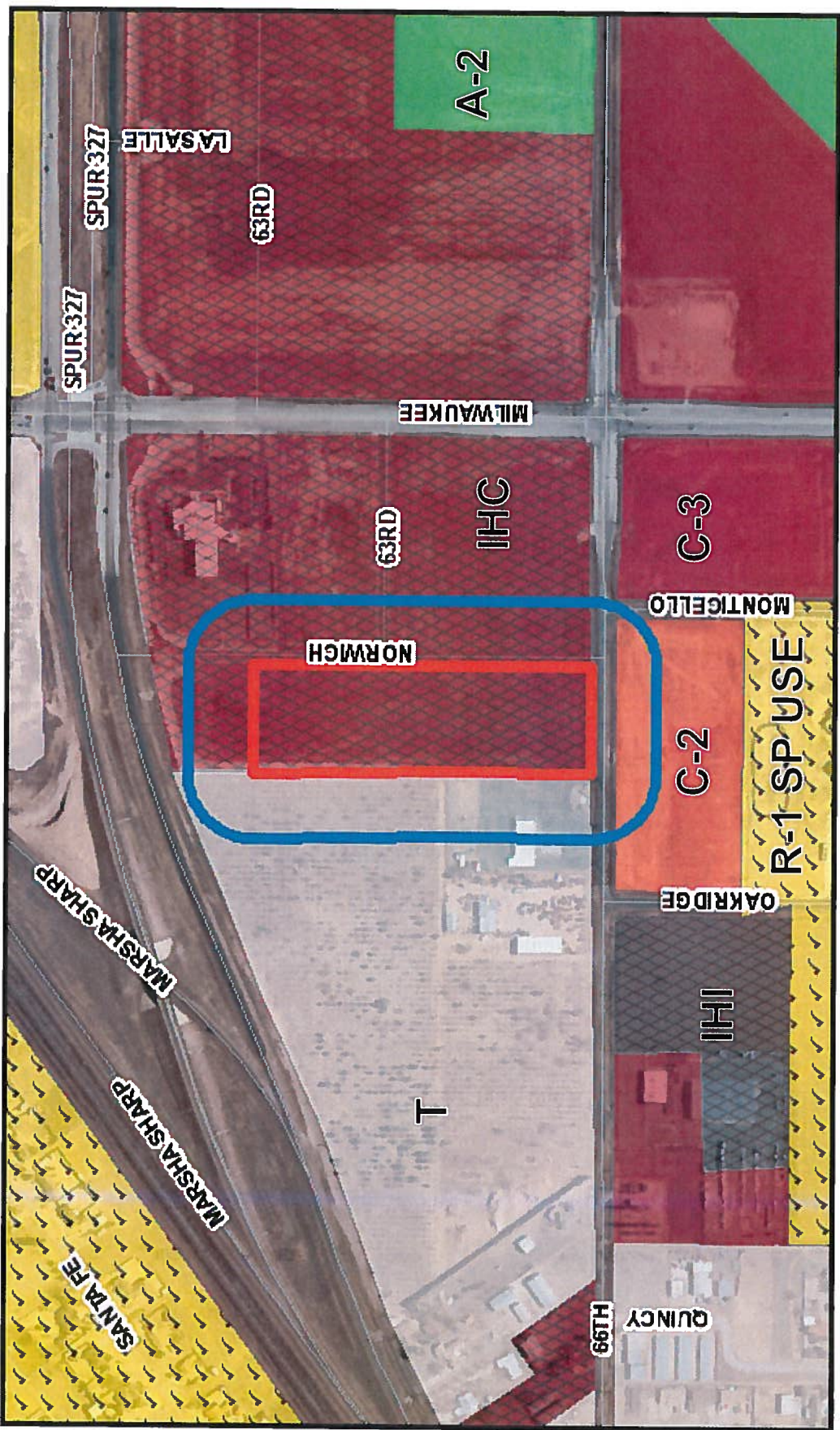




## P.Z.C. Case 2909-D

**Request of South Plains Communications (for Atmos Energy Corp.) for a zoning change from IHC to IHC Specific Use, 6606 66<sup>th</sup> Street**





## P.Z.C. Case 2909-D Zoning





## APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission  
PO Box 2000 / 1625 13<sup>th</sup> St  
Lubbock, TX 79457

Applicant  
(Please Print)

South Plains Communications  
5811 west 34<sup>th</sup> street  
Street/Post Office Box  
Lubbock TX 79407  
City State Zip  
(806) 795-5823  
Telephone

For

Atmos Energy Corp.  
5110 80<sup>th</sup> street  
Street/Post Office Box  
Lubbock TX 79424  
City State Zip  
(888) 286-6700  
Telephone

Location or Address:

16101 16<sup>th</sup> street, Lubbock, TX 79424

Legal Description:\*

Commercial Construction

Existing Land Use:

Atmos

Existing Zoning:

IHC

Acreage or Square Footage of Property:

16 A<sup>2</sup>

Zoning Requested:

IHC-specific use

Proposed Development:

Tower - 50' Communications Tower

If property is not subdivided, will preliminary plat be submitted?

Yes

No ☒

Applicant's Signature

Filing Fee:

475<sup>00</sup>

(\$475.00 for the first acre; \$3.00 for each additional acre;  
\$165 for Non-Profit)

Date

8.12.14

\*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

Pd. CK# 2743

For City Use Only

PIN: 92954

map 45

Zone Case No.:

3237

Agenda No.:

7

Request for zoning change from:

IAC

To:

IHC sr use

on Lot(s):

TR M

Block(s):

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Subdivision:

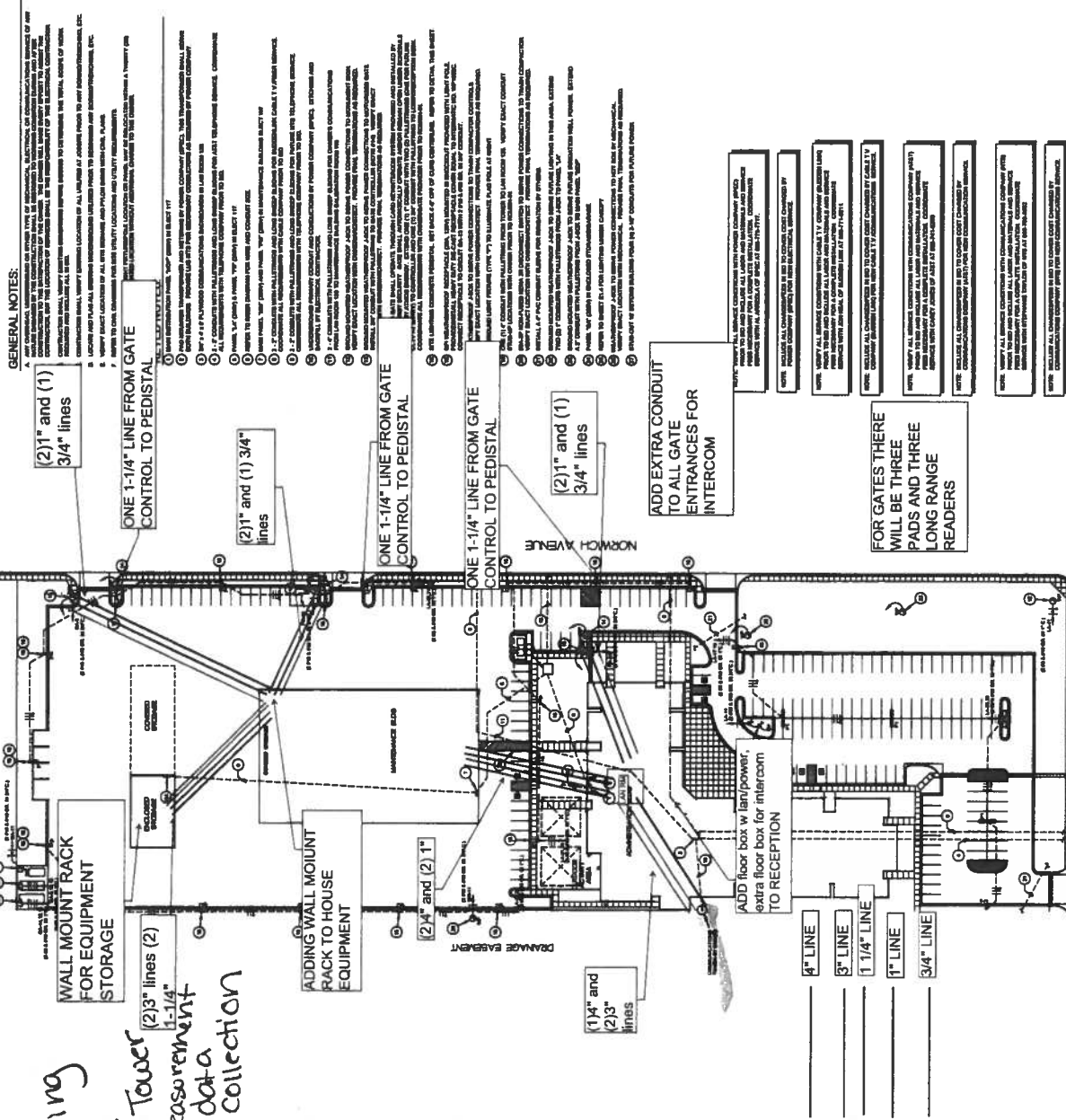
Milwaukee Business Park  
Addition

Address:

North of 66<sup>th</sup> St +  
West of Norwich Ave

54

IHC Zoning  
 SCADA  
 Radio Tower  
 Gas Measurement  
 data collection



**NEW FACILITY FOR  
Atmos Energy**  
6606 66th Street, Lubbock, Texas 79424



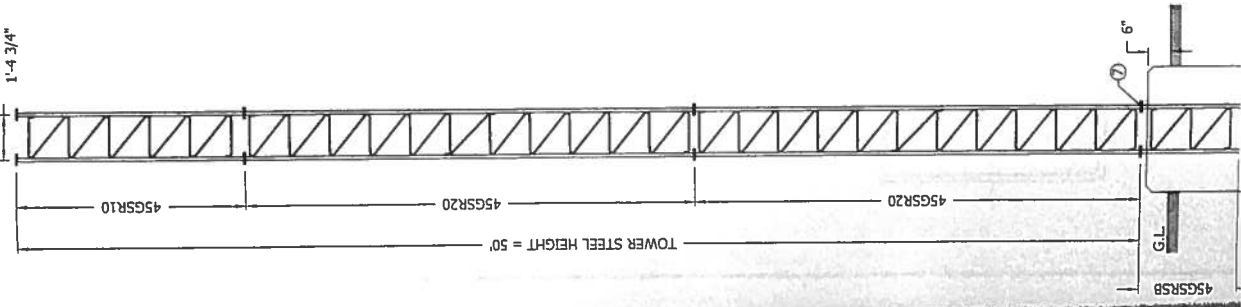
2574 74th Street, Suite 201  
 Lubbock, TX 79423  
 Phone: 806.746.7707  
 Fax: 806.746.7620



**Consulting Engineers, PLLC**  
Civil, Mechanical  
and Electrical  
Engineers  
2000 West  
11th St., Suite 200  
Dallas, TX 75204  
Phone: 754.762.3475  
Fax: 754.762.9128

Flow and  
Control, Inc.  
P.O. Box 100  
Houston, TX 77001  
800.763.8847

TOP SPREAD  
1'-4 3/4"



TOWER DESIGN LOADING		
DESIGN WIND LOAD PER ANSI/TIA-222-G: BASIC WIND SPEED (NO ICE) = 90 MPH STRUCTURE CLASS = 1 EXPOSURE CATEGORY = B TOPOGRAPHIC CATEGORY = 1 EARTHQUAKE SPECTRAL RESPONSE ACCELERATION, $S_s = < 1.0$		
THIS TOWER IS DESIGNED TO SUPPORT THE FOLLOWING LOADS:		
ELEVATION (FT)	ANTENNA TYPE	LINE SIZE (NOM)
TOP	ANT LOAD (MAX EPA = 38 FT)	(6) 7/8"

FILE NO.

REVISIONS		DWG	CHK	APP
REV	DESCRIPTION			

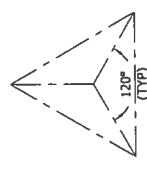
45SR050ANC - ANCHOR MATERIAL		DWG. NO.
ITEM	QTY	DESCRIPTION
1	1	45GSR50 BASE SHORT 4.29' 45GSR CONC.
2	1	DWG-0128 DWG MAT FND FOR 55 G SERIES
3	1	A810214 FOUNDATION & ANCHOR TOLERANCE
4	1	B090548 FOUNDATION MATL SPEC'S & NOTES

45SR050LSB - TOWER ACCESSORIES		DWG. NO.
ITEM	QTY	DESCRIPTION
5	1	SECTION ASSY 45GSR 101.25'DIA
6	2	SECTION ASSY 45GSR 20' 1.25'D
7	2	KIT BASE GRD 25,26,45,EW,HW,JW
8	1	ACWS SIGN ANTI-CLIMB WARNING ASSY
9	1	A790135-G DRAWING BOLT ASSY REV.G
10	1	ROHN-TAG STANDARD ROHN TAG

OPTION - SAFETY DEVICE		DWG. NO.
ITEM	QTY	DESCRIPTION
11	1	TT0504555 SAFETY DEVICE TUF TUG 50'
12	1	TT-WG-500-W/SMC WIRE GRAB W/CARABINER
13	1	TTFBH-4D HARNESS TUF TUG 4-D RING

GENERAL NOTES

- ROHN PRODUCTS, LLC TOWER DESIGNS CONFORM TO ANSI/TIA-222-G UNLESS OTHERWISE SPECIFIED UNDER TOWER DESIGN LOADING.
- ANTENNA LINES LISTED IN TOWER DESIGN LOADING TABLE ARE PROVIDED BY OTHERS UNLESS OTHERWISE SPECIFIED.
- THE DESIGN LOADING CRITERIA INDICATED HAS BEEN PROVIDED TO ROHN. THE DESIGN LOADING CRITERIA HAS ASSUMED TO BE BASED ON SITE-SPECIFIC DATA IN ACCORDANCE WITH ANSI/TIA-222-G AND MUST BE VERIFIED BY OTHERS PRIOR TO INSTALLATION. REFER TO THE LATEST REVISIONS OF THE DRAWINGS SHOWN IN THE BILL OF MATERIALS.
- LOCK NUTS ARE PROVIDED FOR ALL TOWER BOLTS (SEE DWG. A790135).
- WORK SHALL BE IN ACCORDANCE WITH ANSI/TIA-222-G, "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES".
- TOLERANCE ON TOWER STEEL HEIGHT IS EQUAL TO PLUS 1% OR MINUS 1/2%.
- PURCHASER SHALL VERIFY THE INSTALLATION IS IN CONFORMANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS FOR OBSTRUCTION MARKING AND LIGHTING.
- TOWER MEMBER DESIGN DOES NOT INCLUDE STRESSES DUE TO ERECTION SINCE ERECTION EQUIPMENT AND CONDITIONS ARE UNKNOWN. DESIGN ASSUMES COMPETENT AND QUALIFIED PERSONNEL WILL ERECT THE TOWER.
- DESIGN ASSUMES THAT, AS A MINIMUM, MAINTENANCE AND INSPECTION WILL BE PERFORMED OVER THE LIFE OF THE STRUCTURE IN ACCORDANCE WITH ANSI/TIA-222-G.
- ALL TOWER ACCESSORIES AND/OR MOUNTS THAT ARE NOT SHOWN IN B.O.M., TO BE SUPPLIED BY OTHERS.
- NUMBERS SHOWN IN BALLOONS DENOTE ITEM NUMBERS IN BILL OF MATERIAL.
- TOWER ORIENTATION TO BE DETERMINED BY OTHERS.
- DESIGN ASSUMES LEVEL GRADE AT TOWER SITE.
- FACE MOUNTED TUF TUG SAFETY DEVICE (IF REQUIRED) IS PROVIDED FOR CLIMBING ENTIRE TOWER HEIGHT.
- DESIGN ASSUMES THAT ANTENNA TRANSMISSION LINES ARE EVENLY DISTRIBUTED OVER THREE TOWER FACES.
- ANTENNAS AND MOUNTS ASSUMED SYMMETRICALLY PLACED AT TOWER APEX.
- STANDARD FOUNDATION DESIGNS ARE BASED ON REV. F NORMAL SOIL AND REV. G PRESUMPTIVE CLAY SOIL PARAMETERS.

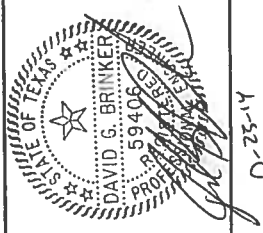


TOWER CONFIGURATION  
N.T.S.

RECEIVED  
AUG 19 2014

BY: VC 9.52

MAXIMUM FACTORED REACTIONS	
COMPRESSION	= 40.9 KIPS
TENSION	= 39.7 KIPS
TOTAL SHEAR	= 1.3 KIPS
O.T.M.	= 48.6 FT-KIPS



**ROHN**  
PRODUCTS  
PO BOX 5999  
PICOHA, IL 61801-9999  
TOLL FREE 800-727-ROHN  
THIS DRAWING IS THE PROPERTY OF ROHN. IT IS NOT TO BE REPRODUCED, COPIED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT WRITTEN PERMISSION FROM ROHN.

45GSR 50' 55 TOWER ASSY  
(45SR050)

DWG:	JEC	CHKD:	KTL	DATE:	JUN/09/11
ENGR:	HA	SHEET #:	1 OF 1		
DRAWING NO:	45SR050-01-A1	REV:	0		

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

7

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2909-D

In Favor of ☒

Opposed ☐

Reasons and/or Comments:

RECEIVED  
SEP 03 REC'D  
PLANNING DEPARTMENT

I'm not too sure exactly what this is for, but if ATMOS needs it, then I am in favor of it.

Print Name

GEORGE H. McEMMON

Signature:

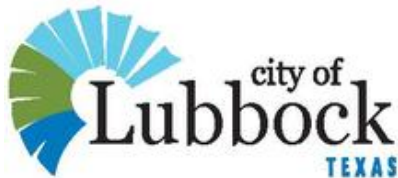
*[Handwritten Signature]*

Address:

7703 LASALLE AVE, 79424

Address of Property Owned:

6401 66TH ACROSS THE STREET



## Regular City Council Meeting

**7. 6.**

**Meeting Date:** 09/25/2014

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### Information

#### Agenda Item

**Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0125 Amendment 38 amending the FY 2013-14 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the United States Department of Justice (DOJ) for the Justice Assistance Grant (JAG); accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Safety City - Teaching Kids to be Street Smart Grant; and to amend revenues from the Emergency Management Program Grant; respecting the General Fund to increase the transfer to the Grant Fund; providing for filing; and providing for a savings clause.

#### Item Summary

On September 11, 2014, the City Council approved the first reading of items I and II of the ordinance.

- I. Accept and appropriate \$170,985 from the DOJ for the JAG program.
- II. Accept and appropriate \$34,886 from TxDOT for the Safety City - Teaching Kids to be Street Smart Grant. The required cash match in the amount of \$55,247 is appropriated in the FY 2014-15 budget.
- III. Amend the Grant Fund for Emergency Management by decreasing grant revenue by \$26,585, from \$123,325 to \$96,650, and increasing the transfer from the General Fund by \$26,585, from \$334,120 to \$360,705.
- IV. Increase the transfer from the General Fund to the Grant Fund in the amount of \$26,585, for a total transfer of \$428,792.

#### Fiscal Impact

Included in Item Summary.

#### Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

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### Attachments

Ordinance - 2nd Reading

Grant Detail Sheet - JAG

Safety City Grant Detail Sheet

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ) FOR THE JUSTICE ASSISTANCE GRANT (JAG); ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE SAFETY CITY – TEACHING KIDS TO BE STREET SMART GRANT; AND TO AMEND REVENUES FROM THE EMERGENCY MANAGEMENT PROGRAM GRANT; RESPECTING THE GENERAL FUND TO INCREASE THE TRANSFER TO THE GRANT FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, Section 102.010 of the Local Government Code of the State of Texas authorizes the City Council to make changes in the budget for municipal purposes; and

WHEREAS, in accordance with the City Budget Ordinance the City Council shall approve all transfers between funds and departments; and

WHEREAS, the City Council deems it advisable to change the FY 2013-14 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2013-14 (Budget Amendment #38) for municipal purposes, as follows:

- I. Accept and appropriate \$170,985 from the DOJ for the JAG program.
- II. Accept and appropriate \$34,886 from TxDOT for the Safety City – Teaching Kids to be Street Smart Grant.
- III. Amend the Grant Fund for Emergency Management by decreasing grant revenue by \$26,585, from \$123,325 to \$96,650, and increasing the transfer from the General Fund by \$26,585, from \$334,120 to \$360,705.
- IV. Increase the transfer from the General Fund to the Grant Fund in the amount of \$26,585, for a total transfer of \$428,792.

SECTION 2. THAT a copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

SECTION 3. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

AND IT IS SO ORDERED

Passed by the City Council on first reading on \_\_\_\_\_.

Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza  
City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
James Loomis  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy Sims  
Assistant City Attorney



**City of Lubbock, TX**  
**Grant Award**  
**New Grant - Budget Detail**  
**September 11, 2014**

**Administrative Information**

City Assigned Grant Number	86070
Grant Name	Justice Assistance Grant (JAG)
Grant Effective Date	October 1, 2013
Grant Provider/Agency	United States Department of Justice
Grant Award Amount	\$ 170,985

**Budget Information**

<b>Project Detail</b>	<b>Cost</b>
COUNTY:	
Equipment: digital evidence collection & mobile communications	\$ 25,648
Property Room Storage Units	59,845
CITY:	
Mobile Operations/Command Vehicle	85,493
<b>Total Project Amount</b>	<b>\$ 170,985</b>

**City of Lubbock, TX**  
**Grant Award**  
**New Grant - Budget Detail**  
**September 11, 2014**

**Administrative Information:**

Grant Name:	<u>Safety City - Teaching Kids to Be Street Smart</u>
Grant Effective Date:	<u>10/01/2014-09/30/2015</u>
Grant Provider/Agency:	<u>Texas Department of Transportation</u>
Grant Award Amount:	<u>\$ 34,886</u>
Amount City Grant Match:	<u>55,247</u>
Funding Source of Grant Match:	<u>5227.8003</u>

**Personnel Information:**

# of part-time positions funded w/grant	<u>4</u>
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<b>Title of Position</b>	<b>Annual Salary</b>	<b>Annual Benefits</b>	<b>Grant</b>	<b>General Fund</b>
Grant Program Manager	\$ 12,842	-	-	12,842
Safety City Supervisor	28,356	-	14,178	14,178
Part-Time Asst. Recreation Supervisor	11,850	-	-	11,850
Part-Time Maintenance Worker	12,376	-	-	12,376
<b>Total</b>	<b>\$ 65,425</b>	<b>-</b>	<b>14,178</b>	<b>51,247</b>

**Budget Information:**

<b>Project Detail</b>	<b>Cost</b>
Salaries	65,425
Supplies	
Office/Event Supplies	5,630
Equipment	8,933
Custodial	4,000
Travel and Training	392
Other	5,753
<b>Total Project Amount</b>	<b>\$ 90,132</b>



## Regular City Council Meeting

7. 6. 1.

Meeting Date: 09/25/2014

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### Information

#### Agenda Item

**Resolution - Police Department:** Consider a resolution authorizing the Mayor to execute agreement 12040 with the United States Department of Justice for an Edward Byrne Memorial Justice Assistance Grant to fund the Lubbock County Joint Enforcement Initiative Program.

#### Item Summary

Accept \$170,985.00 from the DOJ for the Edward Byrne Memorial JAG to fund the Lubbock County Joint Enforcement Initiative Program. The City of Lubbock and Lubbock County are each eligible to receive funding and agree to share the grant equally, each receiving \$85,492.50. The Lubbock Police Department (LPD) will manage the grant.

The total cost of this purchase will be applied toward the purchase of a new Mobile Operations/Command Vehicle. The current vehicle is failing and needs to be replaced with this new one. It is mission-critical for the department to have such a vehicle to maintain public safety and good order at certain scenes, including, man-made and natural disasters, mass-casualty events (airline disasters, large wreck scenes, etc.), mass public events (large sporting events, parades, large publicly-attended holiday events, etc.), large-scale joint operations with other public safety entities, SWAT and special operations activations that directly affect public safety, and extended criminal investigations that affect jurisdictional good order. The City of Lubbock anticipates using the entirety of this money on this purchase, and will pay for any overage to complete this project out of budgeted funds.

#### Fiscal Impact

The City's portion of the grant is \$85,492.50 and does not require a local match.

#### Staff/Board Recommending

Roger Ellis, Chief of Police

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### Attachments

Resolution - JAG

Dept of Justice - JAG

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**RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute on behalf of the City of Lubbock a FY14-15 Edward Byrne Memorial Justice Assistance Grant (JAG) Award Agreement and any associated documents with the United States Department of Justice, which Agreement and any associated documents are attached hereto and made a part hereof for all intents and purposes.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Roger Ellis, Assistant Police Chief

APPROVED AS TO FORM:



\_\_\_\_\_  
Jeff Hartsell, Assistant City Attorney



**Department of Justice**

Office of Justice Programs

Bureau of Justice Assistance

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Office of Justice Programs

Washington, D.C. 20531

August 25, 2014

The Honorable Glenn Robertson  
City of Lubbock  
1625 13th St.  
Lubbock, TX 79401-2726

Dear Mayor Robertson:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 14 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local in the amount of \$170,985 for City of Lubbock.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Gale Farquhar, Program Manager at (202) 514-8528; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Denise O'Donnell", is located below the "Sincerely," text.

Denise O'Donnell  
Director

Enclosures



## OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW  
Washington, DC 20531

Tel: (202) 307-0690  
TTY: (202) 307-2027  
E-mail: [askOCR@usdoj.gov](mailto:askOCR@usdoj.gov)  
Website: [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr)

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August 25, 2014

The Honorable Glenn Robertson  
City of Lubbock  
1625 13th St.  
Lubbock, TX 79401-2726

Dear Mayor Robertson:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

### **Ensuring Access to Federally Assisted Programs**

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

### **Enforcing Civil Rights Laws**

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.



### **Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

### **Ensuring Equal Treatment for Faith-Based Organizations**

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at [http://www.ojp.usdoj.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm).

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

### **Using Arrest and Conviction Records in Making Employment Decisions**

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

### **Complying with the Safe Streets Act**

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).



### **Meeting the EEOP Requirement**

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at [EEOSubmission@usdoj.gov](mailto:EEOSubmission@usdoj.gov).

### **Meeting the Requirement to Submit Findings of Discrimination**

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

### **Ensuring the Compliance of Subrecipients**

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see [http://www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm).

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

PAGE 1 OF 7

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Lubbock 1625 13th St. Lubbock, TX 79401-2726		4. AWARD NUMBER: 2014-DJ-BX-0754	
		5. PROJECT PERIOD: FROM 10/01/2013 TO 09/30/2017 BUDGET PERIOD: FROM 10/01/2013 TO 09/30/2017	
		6. AWARD DATE 08/25/2014	7. ACTION
1A. GRANTEE IRS/VENDOR NO. 756000593		8. SUPPLEMENT NUMBER 00	Initial
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE 2014 JAG Program		10. AMOUNT OF THIS AWARD \$ 170,985	
		11. TOTAL AWARD \$ 170,985	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY14(BJA - JAG) 42 USC 3750, et seq.			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Glenn Robertson Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL Y FUND C BUD. A OFC. DIV. RE SUB. POMS AMOUNT EAR ODE CT. G. X B DJ 80 00 00 170985		21. NDJUGT1059	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD  
CONTINUATIONSHEET  
Grant**

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PROJECT NUMBER 2014-DJ-BX-0754

AWARD DATE 08/25/2014

*SPECIAL CONDITIONS*

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.







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*SPECIAL CONDITIONS*

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
15. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).





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Office of Justice Programs  
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**AWARD  
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*SPECIAL CONDITIONS*

16. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
17. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.
18. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
19. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
20. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.
21. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
22. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.







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Office of Justice Programs  
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*SPECIAL CONDITIONS*

23. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
24. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

25. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
26. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.





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Office of Justice Programs  
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*SPECIAL CONDITIONS*

27. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).
28. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
29. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
30. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
31. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
32. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
33. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
34. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.







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*SPECIAL CONDITIONS*

35. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).
36. No JAG funds may be expended on the purchase of unmanned aircraft, unmanned aircraft systems or unmanned aerial vehicles (UA/UAS/UAV), unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Any state or local jurisdiction receiving BJA approval to utilize JAG funds for this type of purchase must certify to DOJ that it received Federal Aviation Administration (FAA) approval to operate a UA/UAS/UAV and that it is legal to operate a UA/UAS/UAV in the proposed jurisdiction or geographic area. The recipient must submit a statement on the goals and objectives for the use of a UA/UAS/UAV, the anticipated specific uses, and policy regarding privacy considerations. BJA may require additional reporting requirements that will be stipulated post award.
37. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
38. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has approved/disapproved the waiver submitted for a Police Command Vehicle and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
39. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.





**Department of Justice**  
**Office of Justice Programs**  
*Bureau of Justice Assistance*

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*Washington, D.C. 20531*

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for City of Lubbock

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>. Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.





Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

## GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

### Grant

PROJECT NUMBER

2014-DJ-BX-0754

PAGE 1 OF 1

This project is supported under FY14(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Gale Farquhar  
(202) 514-8528

2. PROJECT DIRECTOR (Name, address & telephone number)

Roy Bassett  
Captain  
916 Texas Avenue  
Lubbock, TX 79401-2726  
(806) 775-2692

3a. TITLE OF THE PROGRAM

BJA FY 14 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

2014 JAG Program

5. NAME & ADDRESS OF GRANTEE

City of Lubbock  
1625 13th St.  
Lubbock, TX 79401-2726

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2013 TO: 09/30/2017

8. BUDGET PERIOD

FROM: 10/01/2013 TO: 09/30/2017

9. AMOUNT OF AWARD

\$ 170,985

10. DATE OF AWARD

08/25/2014

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The City and County of Lubbock plan to utilize the FY 2014 JAG funds to purchase equipment and a police command vehicle. The goals of this project are to provide law enforcement services to the citizens of Lubbock through the acquisition of new technology equipment by the Lubbock Police Department and through

the continued upgrade of the technology, communication, and law enforcement capacity of the Lubbock County District Attorney's Office and Sheriff's Office.  
NCA/NCF



## Regular City Council Meeting

7. 6. 2.

Meeting Date: 09/25/2014

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### Information

#### Agenda Item

**Resolution - Parks & Recreation:** Consider a resolution authorizing the Mayor to execute agreement 12042 with the Texas Department of Transportation (TxDOT) for the Texas Traffic Safety Program “Teaching Kids to Be Street Smart” grant for bicycle, car, pedestrian and other safety related programs at Safety City.

#### Item Summary

Since 1993, staff has continually increased the number of children educated annually across Lubbock and the South Plains on safety issues involving bicycle, car, and pedestrian safety. This year the goal is to educate 10,000 people through all of Safety City’s programs and events. The following public, parochial, and private schools have attended Safety City classes: Abernathy I.S.D., All Saints Episcopal School, Home School Students, Lamesa I.S.D., Levelland I.S.D., Littlefield I.S.D., Lubbock I.S.D., New Deal I.S.D., Plainview I.S.D., Seagraves I.S.D., Shallowater I.S.D., Slaton I.S.D., Southland I.S.D., Spur I.S.D., and Sundown I.S.D.. In addition, Safety City serves as a culminating activity for traffic safety courses as a part of the Lubbock I.S.D. second grade curriculum. At Safety City, children practice the lessons learned in the classroom in a realistic setting. The hands-on experience results in better understanding of the traffic environment and its dangers. In addition to the core topics taught at Safety City, staff expanded the safety topics to include water, electrical, natural gas, railroad, distracted and drunk driving education. Safety City hosts several annual events such as Trick or Treat Street, Drive-In Movie Night, Brain Injury Awareness Bicycle Rodeo, Hero’s Health and Safety Fair, and Safety City Summer Camp. In conjunction with the annual events, participation has been increased with the inclusion of preschool classes, ADA classes, and presentations at local health and safety fairs. Grant funding allows staff to further the cause of “Teaching Kids to Be Street Smart,” and reduce the number of accidents involving children ages three through eighteen.

The match required for this grant is covered by the Outdoor Recreation budget in personnel and supplies.

#### Fiscal Impact

\$34,885.65 grant with a required match of \$55,246.50, appropriated in the Outdoor Recreation budget.

#### Staff/Board Recommending

Scott Snider, Assistant City Manager

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### Attachments

Resolution & Contract - Texas Department of Transportation

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**RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Texas Traffic Safety Program Grant Agreement from the State of Texas, acting by and through the Texas Department of Transportation for the "Teaching Kids to Be Street Smart" project for the bicycle, car, pedestrian, and other safety-related programs at Safety City, a copy of said Agreement is attached hereto and shall be incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Bridget Faulkenberry, Parks and Recreation Director

APPROVED AS TO FORM:



\_\_\_\_\_  
Laura Pratt, Assistant City Attorney

Resolution - TxDOT Safety City  
9.3.14

# **Texas Traffic Safety eGrants**

## **Fiscal Year 2015**

**Organization Name:** City of Lubbock - Parks & Recreation

**Legal Name:** City of Lubbock

**Payee Identification Number:** 17560005906000

**Project Title:** Safety City, "Teaching Kids to be Street Smart"

**ID:** 2015-LubbockP-G-1YG-0185

**Period:** 10/01/2014 to 09/30/2015



## TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Lubbock** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and

## TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

THE STATE OF TEXAS

**City of Lubbock**

[Legal Name of Agency]

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

By:

By:

\_\_\_\_\_  
[Authorized Signature]

\_\_\_\_\_  
[District Engineer Texas Department of  
Transportation]

**GLEN C. ROBERTSON**

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

**MAYOR**

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Title]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Under the authority of Ordinance or  
Resolution Number (for local government)  
(If Applicable)

By:

\_\_\_\_\_  
Director, Traffic Operations Division Texas  
Department of Transportation (Not required for  
local project grants under \$100,000.00)


\_\_\_\_\_  
[Resolution Number]

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Rebecca Garza, City Secretary

  
\_\_\_\_\_  
Bridget Faulkenberry, Parks and Recreation Director

**Texas Traffic Safety Program**

**GRANT AGREEMENT GENERAL TERMS AND CONDITIONS**

**ARTICLE 1. COMPLIANCE WITH LAWS**

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

**ARTICLE 2. STANDARD ASSURANCES**

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR Part 18; 49 CFR Part 19 (OMB [Office of Management and Budget] Circular A-110); 2 CFR Part 225 (OMB Circular A-87); OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

### ARTICLE 3. COMPENSATION

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.
  2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (*eGrants*), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
  3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
  4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
  5. For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by one of the following

cost principles, as appropriate, outlined in:

1. 2 CFR Part 220 (OMB Circular A-21), Cost Principles for Educational Institutions;
  2. 2 CFR Part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments; or,
  3. 2 CFR Part 230 (OMB Circular A-122), Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through *eGrants*.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

#### **ARTICLE 4. LIMITATION OF LIABILITY**

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

#### **ARTICLE 5. AMENDMENTS**

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in *eGrants*. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

#### **ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK**

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through *eGrants*. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

#### **ARTICLE 7. REPORTING AND MONITORING**

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through *eGrants*. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager. For Selective Traffic Enforcement Programs (STEPs), performance reports must be submitted monthly.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through *eGrants*, of events that will have a significant impact upon this agreement, including:
  - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
  - 2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.
- D. The Subgrantee shall submit the Final Performance Report through *eGrants* within thirty (30) days after completion of the grant.



## **ARTICLE 8. RECORDS**

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

## **ARTICLE 9. INDEMNIFICATION**

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no 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 10. DISPUTES AND REMEDIES**

This agreement supercedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

#### **ARTICLE 11. TERMINATION**

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
1. This agreement is terminated in writing with the mutual consent of both parties; or
  2. There is a written thirty (30) day notice by either party; or
  3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

#### **ARTICLE 12. INSPECTION OF WORK**

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

#### **ARTICLE 13. AUDIT**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### **ARTICLE 14. SUBCONTRACTS**

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

#### **ARTICLE 15. GRATUITIES**

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

#### **ARTICLE 16. NONCOLLUSION**

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

#### **ARTICLE 17. CONFLICT OF INTEREST**

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

#### **ARTICLE 18. SUBGRANTEE'S RESOURCES**

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.
- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

#### **ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT**

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's

procurement and property management standards and (2) the federal procurement and property management standards provided by:

- A. 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- B. 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

#### **ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

#### **ARTICLE 21. SUCCESSORS AND ASSIGNS**

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through *eGrants*.

#### **ARTICLE 22. CIVIL RIGHTS COMPLIANCE**

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of

this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

#### **ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas

Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address

[http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).

- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

#### **ARTICLE 24. DEBARMENT AND SUSPENSION**

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not within the three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
  4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

#### **ARTICLE 25. LOBBYING CERTIFICATION**

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **ARTICLE 26. CHILD SUPPORT CERTIFICATION**

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement



or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

**ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS**

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of

- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

#### **ARTICLE 29. BUY AMERICA ACT**

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

#### **ARTICLE 30. RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION**

[This article applies only to non-profit entities]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

### **RESPONSIBILITIES OF THE SUBGRANTEE**

- A. Carry out the objectives and performance measures of this Grant Agreement by implementing all activities in the Action Plan.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 (Compensation) and Article 7 (Reporting and Monitoring) of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend Department-approved grant management training.
- D. Attend meetings according to the following:
  - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and schedule for the following quarter's work.
  - 2. The project director or other qualified person will be available to represent the Subgrantee at meetings requested by the Department.
- E. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants), prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have written Department district approval for travel and related expenses if outside of the Department district's boundaries.
- G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- H. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or an activity already supported by local or state funds.
- I. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented during the grant year.

### **RESPONSIBILITIES OF THE DEPARTMENT**

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
  - 1. review of periodic reports
  - 2. physical inspection of project records and supporting documentation
  - 3. telephone conversations
  - 4. e-mails and letters
  - 5. quarterly review meetings
  - 6. eGrants
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
  - 1. Ascertain whether or not the project objectives were met
  - 2. Review project accomplishments (performance measures completed, targets achieved)
  - 3. Document any progress towards self-sufficiency
  - 4. Account for any approved Program Income earned and expended
  - 5. Identify exemplary performance or best practices

**PLANNING AND ADMINISTRATION**

**Goal:**

**To provide effective and efficient management of the Texas Traffic Safety Program.**

**Strategy:**

Provide procedures and training on highway safety planning and project development.

**ALCOHOL AND OTHER DRUG COUNTER MEASURES**

**Goal(s):**

- X To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, fatalities and injuries.

**Strategy:**

Improve anti-DWI public information and education campaigns including appropriate bilingual campaigns.

- X To reduce the number of DUI-related crashes where the driver is under age 21.

**Strategy:**

Improve education programs on alcohol and driving for youth.

Increase public education and information, concentrating on youth age 5-13 and 14-20, including parent education on drinking and driving.

**MOTORCYCLE SAFETY**

**Select a goal:**

X To reduce the number of motorcyclist fatalities

**Select a strategy:**

Improve public information and education on motorcycle safety, including the value of wearing a helmet.

Improve public information and education on the value of not operating a motorcycle while under the influence of alcohol and/or other drugs.

Increase public information and education on motorists' responsibility pertaining to motorcycle safety.



**OCCUPANT PROTECTION**

**Select a goal:**

**X To increase occupant restraint use in all passenger vehicles and trucks.**

**Select a strategy:**

Increase public information and education campaigns.

**PEDESTRIAN AND BICYCLIST SAFETY**

**Select a goal:**

**X To reduce the number of motor vehicle-related pedestrian and bicyclist fatalities.**

**Select a strategy:**

Increase public information and education on motorists' responsibilities pertaining to pedestrian and bicyclist safety.

Increase public information and education efforts on pedestrian and bicyclist safety.

**SPEED CONTROL**

**Select a goal:**

**X To reduce the number of speed-related fatal and serious injury crashes.**

**Select a strategy:**

Increase public information and education concerning speed-related issues.

**DRIVER EDUCATION AND BEHAVIOR**

**Select a goal:**

**X To increase public knowledge, perception and understanding of driver education and traffic safety for all road users.**

**Select a strategy:**

Develop and implement public information and education efforts on traffic safety issues.  
Conduct and assist local, state and national traffic safety campaigns.  
Implement and evaluate countermeasures to reduce the incidence of distracted driving.  
Conduct public information and education campaigns related to distracted driving.

**Select a goal:**

**X To reduce the number of crashes and injuries related to distracted driving.**

**Select a strategy:**

Develop and implement public information and education efforts on traffic safety issues.  
Conduct and assist local, state and national traffic safety campaigns.  
Implement and evaluate countermeasures to reduce the incidence of distracted driving.  
Conduct public information and education campaigns related to distracted driving.

**RAILROAD / HIGHWAY CROSSING**

**Select a goal:**

XTo reduce KAB crashes at railroad/highway crossings.

**Select a strategy:**

Increase public education and information on railroad/highway crossing safety.

**ROADWAY SAFETY**

**Select a goal:**

**X To reduce the number of traffic crashes, injuries, and fatalities in work zones.**

**Select a strategy:**

Increase public education and information on roadway safety.

**To increase knowledge of roadway safety and current technologies among people involved in engineering, construction, and maintenance areas at both the state and local level.**

**Select a strategy:**

**SAFE COMMUNITIES**

**Select a goal:**

**X To establish integrated community traffic safety programs to prevent traffic-related fatalities and injuries.**

**Select a strategy:**

Support the establishment and growth Safe Communities Coalitions.

Support statewide the Texas Safe Community efforts by providing education, training, and coordination on how to initiate and conduct community based traffic safety programs and how communities can become designated as a Texas Safe community Coalition.



**SCHOOL BUS**

**Select a goal:**

**XTo reduce School bus-related crashes, injuries and fatalities.**

**Select a strategy:**

Provide public information and education campaigns to promote safe motor vehicle operations around school buses.

## **PROBLEM IDENTIFICATION AND SOLUTION**

### **I.Problem Identification**

Among nonoccupants, pedestrian fatalities increased by 6.4 percent while pedalcyclist fatalities increased by 6.5 percent from 2011 to 2012. Texas ranks number 14 on the list of 2011 Ranking of State Pedestrian Fatality Rates. 421 pedestrians were reported killed in the comprehensive documentation produced by the 2011 Motor Vehicle Crash Data collected by the NHTSA published in 2013. In 2011, 230 out of 4,432 pedestrian fatalities were children age 14 and younger (NHTSA, 2013). It is estimated 69,000 pedestrians were injured were 11,000 of those were age 14 and younger (NHTSA, 2013). Lubbock, Texas has a reported 4 fatalities in 2012 with a rate of 1.40 fatalities per 100,000 populations (NHTSA, 2013). Lubbock also suffered the loss of 2 pedalcyclists in 2012 (NHTSA, 2013). According to TxDOT statistics, vehicle accidents involving cyclists have increased over the past five years from 2008 to 2012 from 38 to 44 statewide.

Although pedestrian accidents are a risk for children in both rural and urban areas, motor vehicle crashes were the leading cause of death for children age 4 and every age 11 through 14 (National Center for Health Statistics, 2009). According to the NHTSA, total fatality rates for motor vehicle crashes in Texas for 2012 were 13.04 per 100,000 people. This rate is substantially higher than the U.S. rate of 10.69 and Texas rates for 2011 of 10.42. Specifically, Lubbock, Texas has a reported total fatality rate per 100,000 populations of 10.50. This is an improvement of the last reported rate of 13.77; however, this high rate of fatalities still ranks Lubbock in the top most dangerous cities to drive. The Texas Motor Vehicle Crash Statistics state that 29% of those fatalities were with unrestrained passengers or drivers. Speeding is the leading cause of traffic crashes. Lubbock is ranked 13th in the state for most crashes. Lubbock accounted for 8% of total crashes in Texas due to speeding over the limit with a reported 189 people incurred serious injury or death.

Fatalities and high rates of traffic accidents can also be contributed to the use of a wireless device. This information reported by the Texas State Child Fatality Review Annual Report 2012, states there were a total of 3,194 motor vehicle crashes where mobile phone use was a contributing factor. This report also notes motor vehicle crashes are the leading cause of death for all teens in the U.S. The top age group represented in the total number of traffic crashes caused by distracted driving is the 16-24 year old age group with 28,443 crashes out of the 90,378 total for 2012 (TxDOT, 2013). 11% of all drivers under the age of 20 involved in fatal crashes were reported as distracted at the time of the crash. This age group has the largest proportion of drivers who were distracted (NHTSA, 2013). This distracted driving issue has caused uproar not only for the State of Texas but with the local government as well. Lubbock police and City Council members convened late in 2013 to try to increase public awareness about the dangers of distracted driving (Lubbock Avalanche-Journal, Nov. 20, 2013). In 2012 FOX 34, a local news station, reported there were more than 7,800 wrecks in Lubbock resulting in 23 deaths suggesting most of these accidents were due in part to distracted driving after discussing the findings of a study in which brain activity is said to be reduced by 37 percent when texting or talking on a cell phone ([www.myfoxlubbock.com](http://www.myfoxlubbock.com), Nov. 21, 2013).

Along with distracted driving, driving while under the influence is also a key factor in motor vehicle crashes. In 2010, Texas was ranked as one of the states with the highest number of fatalities related to driving under the influence (Texas State Child Fatality Review Annual Report, 2012). In 2011, 34.5 percent of the total numbers of motor vehicle fatalities were due to driving while under the influence of alcohol. This rise in fatalities continued to increase by 4.6 percent in 2012 representing 31 percent of overall fatalities (NHTSA, 2013). Texas saw a 6.6 percent rise in fatalities for the year of 2012 involving alcohol related motor vehicle crashes. This change is 2.2 percent higher than the national average change for fatalities involving alcohol related motor vehicles crashes (NHTSA, 2013).

Another problem Texas is facing is motorcycle accident increases and fatalities due to these accidents. Most of these are preventable fatalities. According to the 2012 Motor Vehicle Crashes: Overview produced by NHTSA, there were 10 times as many unhelmeted motorcycle fatalities in States in which had no helmet laws than those with enforceable helmet laws. Texas, a state with no helmet laws, had a total of 452 motorcycle fatalities, 263 of which were motorcyclist with no helmets (NHTSA, 2013). Lubbock reported 5 motorcycle fatalities for 2012 resulting in 1.75 fatalities per 100,000 population (NHTSA, 2013).

## **II. Problem Solution**

Safety City is a miniature town with working traffic lights, cross walks, overpasses, school zone, and railroad crossing. This 2 ½ acre site is a place in which school aged youth and adults alike can learn real world experience in a safe and controlled setting. Safety City is operated and funded by the City of Lubbock Parks and Recreation Department. Safety City currently provides pedestrian, bicycle, and vehicle safety. It is the goal with the implementation of these problem solutions to incorporate increased hands on training for younger children with vehicle safety, increase distracted driving education by providing middle-school/high school children the opportunity to be distracted drivers, learn about the hazards of driving distracted, and make a promise to drive undistracted. It is also the goal to introduce safe driving techniques including awareness of risks associated with driving over the speed limit and education of driving under the influence to youth of middle school age to high school age adolescents. These participants would experience conditions similar to driving under the influence with the addition of "drunk goggles" in order to increase awareness of the risks associated with drunk driving. Drivers will also be educated through videos and materials the importance wearing seatbelts and following traffic signs as a means to save lives. These drivers will also have the chance to drive the gas powered vehicles demonstrating safe driving techniques.

Research provided by NHTSA's Child Pedestrian Safety Education: Applying Learning and Developmental Theories to Develop Safe Street-Crossing Behaviors, insists that behaviors are a motor skill. This means that the behavior of any one of the education elements provided above and problems addressed in the previous section needs to have a practical application portion for the children to learn and practice by doing. These sessions cannot be a 30 minute walk through the course or 15 minute bicycle lesson; these behaviors need to be built into a person's routine. According to the report, the incorporation of motor skill acquisition should be enough to make the motor actions automatic. "Once motor skills are automatic, there is increased mental capacity for problem solving and decision making." This is important due to the fact that this is a controlled environment where the only other pedestrians and motorists are other supervised children. Having them practice skills enough to be able to make educated and cognitive decisions is important to their safety in a real world situation.

With the aid of DPS, Texas BNSF, and other agencies, Safety City will be a one stop safety education and recreation center to increase traffic safety. Having full time staff participate in the Pedestrian Safety Program Management Course, proper and quality education programs can be provided to the community. By providing information and hands on training, children of Lubbock County can practice being aware of their environment while being a cyclist, pedestrian, motorist, and looking out for other individuals including motorcyclists. Teaching motorcycle safety includes awareness of motorcycle safety, sharing the road, looking out for these vulnerable motorists, and being conscious of the need to wear a helmet while riding a motorcycle is monumental in reducing the number of accidents and ultimately fatalities due to motorcycle crashes and is all part of the training provided by Safety City. Not only do we plan on teaching road safety but also incorporating safety education for conditions in which the public may come into contact with on the roads. This could be railroads and proper techniques for crossing railroad tracks, bus safety when loading, unloading, and driving with school buses, and being defensive drivers. Conditions are not always perfect

and the more obstacles we can teach early in life regarding traffic safety and undesirable conditions the more prepared future drivers are to handle these situations in a calm and cognitive manner.

### **III. Project Evaluation**

In order to measure success of the project, the organization will seek to reach 10,000 people, 3,000 more than previously served, to educate and provide hands on training of traffic safety. Daily measures of evaluation will include all attendees taking a "drivers license exam" and receive a Safety City Drivers license. Instructor evaluations will also be handed to accompanying teachers and volunteers to be completed.

**OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES**

**Objective statement:** To Provide 10000 students education in pedestrian safety by 9/30/2015

Activity		Responsible	Activity Completion Date
1.	Create a partnership with Lubbock Independent School District and surrounding school districts to teach students pedestrian and traffic safety.	Subgrantee	10/1/2014
2.	Add additional recreation times at Safety City for adult pedestrians to use the facility to encourage safe pedestrian practices for the whole family.	Subgrantee	10/1/2014
3.	Make safety training at Safety City an all day activity for students to receive quality hands on experience to demonstrate lessons taught.	Subgrantee	10/1/2014
4.	Host annual Trick or Treat Street to educate the public on pedestrian and other safety measures during Halloween.	Subgrantee	10/31/2014
5.	Provide schools with curriculums to support hands on techniques taught and enforced at Safety City.	Subgrantee	1/10/2015
6.	Distribute educational literature to public on safe pedestrian and traffic practices.	Subgrantee	1/15/2015
7.	Create monthly community events at safety city to increase participation in active learning of safe pedestrian behavior	Subgrantee	1/15/2015
8.	Host annual Health and Safety Fair to educate the public on health and safety issues.	Subgrantee	5/30/2015
9.	Actively create partnerships with local agencies to increase participation in walk to school/bike to school events.	Subgrantee	9/30/2015
10.			

**OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITIES**

**Objective statement:** To Participate in 1 Professional Training Seminar or Conference by 9/30/2015

Activity		Responsible	Activity Completion Date
1.	Mandate 3 employees to complete 3 safety trainings within the first quarter to stay abreast on current trends in traffic safety..	Subgrantee	12/31/2014
2.	Mandate 3 employees complete 3 safety trainings within the second quarter to stay abreast on current trends in traffic safety.	Subgrantee	3/31/2015
3.	Mandate 3 employees complete 3 safety trainings within the third quarter to stay abreast on current trends in traffic safety.	Subgrantee	6/30/2015
4.	Mandate 3 employees complete 3 safety trainings within the fourth quarter to stay abreast on current trends in traffic safety.	Subgrantee	9/30/2015
5.	Mandate the completion of the Pedestrian Safety Program Management Course for the Safety City supervisor to provide quality education.	Subgrantee	9/30/2015
6.			
7.			
8.			
9.			
10.			

**OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES**

**Objective statement:** To Educate 10000 students throughout Lubbock County proper bicycle safety and riding techniques by 9/30/2015

Activity		Responsible	Activity Completion Date
1.	Educate Lubbock Independent School District and surround school district students about bicycle safety and proper riding techniques.	Subgrantee	5/30/2015
2.	Provide the public with 2 sessions of safety camp at Safety City teaching participants all aspects of traffic safety.	Subgrantee	7/30/2015
3.	Increase participation of bicycle safety training for those individuals with a disability by 5% of last years 10 participants.	Subgrantee	9/30/2015
4.	Provide 5% more bicycle lessons to the public than the 8 lessons conducted during 2013 to help riders know how to ride a bicycle safely and properly.	Subgrantee	9/30/2015
5.	Gain participation of 15 daycares and preschools, 10 more than 2013, to learn early motor skills, safe cycling, and the importance wearing a helmet.	Subgrantee	9/30/2015
6.	Provide monthly activities to engage participants to ride their bicycle at Safety City encouraging practice of traffic safety and comfort with riding.	Subgrantee	9/30/2015
7.	Provide local Boy/Girl Scout troops classes in order for them to earn safety badges by learning traffic laws and proper bicycle maintenance.	Subgrantee	9/30/2015
8.			
9.			
10.			



**OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES**

**Objective statement:** To Provide 10000 students with motor vehicle safety education and hands on training by 9/30/2015

Activity		Responsible	Activity Completion Date
1.	Introduce motor vehicle education early by providing pedal cars to elementary students to implement classroom instruction.	Subgrantee	1/10/2015
2.	Increase open recreation hours to allow the public the use of the pedal cars and gas powered cars to practice more frequently traffic safety.	Subgrantee	1/10/2015
3.	Provide education and information on motorcycle safety including safety materials, videos, and incorporating motorcycle pedal cars into traffic	Subgrantee	1/10/2015
4.	Purchase pedal cars to be able to increase the opportunities for early traffic safety and practice with elementary students.	Subgrantee	1/10/2015
5.	Purchase and implement impaired driving "drunk goggles" for middle and high school students traffic safety education initiatives.	Subgrantee	4/30/2015
6.	Initiate distracted driving education to 1,000 students each quarter by having them drive a pedal car or gas powered go cart while using a cell phone.	Subgrantee	9/30/2015
7.	Acquire a retired school bus to be used to provide students with physical training of school bus safety.	Subgrantee	9/30/2015
8.	Incorporate railroad safety into all aspects of the traffic safety education program providing detailed education to 2,500 students per quarter.	Subgrantee	9/30/2015
9.			
10.			

**BUDGET SUMMARY**

Budget Category		TxDOT	Match	Program Income	Total
<b>Category I - Labor Costs</b>					
(100)	Salaries:	\$14,178.06	\$51,246.50	\$0	\$65,424.56
(200)	Fringe Benefits:	\$0	\$0	\$0	\$0
	<b>Sub-Total:</b>	<b>\$14,178.06</b>	<b>\$51,246.50</b>	<b>\$0</b>	<b>\$65,424.56</b>
<b>Category II - Other Direct Costs</b>					
(300)	Travel:	\$392.00	\$0	\$0	\$392.00
(400)	Equipment:	\$8,933.00	\$0	\$0	\$8,933.00
(500)	Supplies:	\$5,630.00	\$0	\$0	\$5,630.00
(600)	Contractual Services:	\$0	\$4,000.00	\$0	\$4,000.00
(700)	Other Miscellaneous:	\$5,752.59	\$0	\$0	\$5,752.59
	<b>Sub-Total:</b>	<b>\$20,707.59</b>	<b>\$4,000.00</b>	<b>\$0</b>	<b>\$24,707.59</b>
<b>Total Direct Costs:</b>		<b>\$34,885.65</b>	<b>\$55,246.50</b>	<b>\$0</b>	<b>\$90,132.15</b>
<b>Category III - Indirect Costs</b>					
(800)	Indirect Cost Rate:	\$0	\$0	\$0	\$0
<b>Summary</b>					
	<b>Total Labor Costs:</b>	<b>\$14,178.06</b>	<b>\$51,246.50</b>	<b>\$0</b>	<b>\$65,424.56</b>
	<b>Total Direct Costs:</b>	<b>\$20,707.59</b>	<b>\$4,000.00</b>	<b>\$0</b>	<b>\$24,707.59</b>
	<b>Total Indirect Costs:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Grand Total:</b>		<b>\$34,885.65</b>	<b>\$55,246.50</b>	<b>\$0</b>	<b>\$90,132.15</b>
	<b>Fund Sources: (Percent Share)</b>	<b>38.71%</b>	<b>61.29%</b>	<b>0.00%</b>	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in eGrants.



## Regular City Council Meeting

7.7.

Meeting Date: 09/25/2014

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### Information

#### Agenda Item

**Ordinance 2nd Reading - Finance:** Consider Ordinance 2014-O0124 amending Chapter 22 of the Code of Ordinances for the City of Lubbock with regard to the Municipal Drainage Utility and related definitions; adoption of State law; related billing rules and procedures therefor; appeals of assessment, billing, and payment disputes; discontinuance of service; repealing the formula and schedule of municipal drainage charges as set forth in Ordinance No. 2011-O0080; providing a savings clause; providing a penalty clause; and providing for publication.

#### Item Summary

On September 4, 2014, the City Council approved the first reading of the ordinance.

This is the first reading of the ordinance adopting the change in the Storm Water rate structure. Notice of the public hearing was published in the legal notices section of the Lubbock Avalanche Journal on three occasions: Monday, August 4, 2014; Friday, August 15, 2014; and Friday, August 29, 2014. The public hearing was held prior to this item.

The new structure will be based on impervious area rather than on a per water meter basis. Residential customers will be placed into one of four tiers based on impervious area assessed on a per-residential unit basis. Non-residential customers will be assessed on impervious area on a per-property basis.

The FY 2014-15 Proposed Operating Budget and Capital Program included the change in the Storm Water rate structure. The rate structure change is necessary in order to provide a more equitable system for billing based on impervious area.

#### Fiscal Impact

The fiscal impact of the item will not be known until the rates are set by the City Council.

#### Staff/Board Recommending

Cheryl Brock, Executive Director of Budget  
Keith Smith, Director of Public Works

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### Attachments

Ordinance

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO THE MUNICIPAL DRAINAGE UTILITY AND RELATED DEFINITIONS; ADOPTION OF STATE LAW; RELATED BILLING RULES AND PROCEDURES THEREFOR; APPEALS OF ASSESSMENT, BILLING, AND PAYMENT DISPUTES; DISCONTINUANCE OF SERVICE; REPEALING THE FORMULA AND SCHEDULE OF MUNICIPAL DRAINING CHARGES AS SET FORTH IN ORDINANCE NO. 2011-O0080; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to make the following amendments to Chapter 22 of the Code of Ordinances of the City of Lubbock; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT Section 22.07.001 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

**Sec. 22.07.001 Findings**

The city council of the City of Lubbock has found and does find that:

(1) The City of Lubbock will provide drainage to protect the public health and safety in the service area from loss of life and property caused by surface water overflows, surface water stagnation, and pollution arising from nonpoint source runoff for all real property in the proposed service area on payment of drainage charges, except real property exempted under Sections 552.053 or 580.003 of the Texas Local Government Code; and

(2) The City of Lubbock will offer drainage service on nondiscriminatory, reasonable and equitable terms.

(3) The City of Lubbock shall prescribe an Impervious Area basis on which the municipal drainage utility system is funded, and fees in support of the system may be assessed, levied and collected. As it relates to this charge, Impervious Area is defined as a surface which has become compacted or covered with a layer of material to the extent that it is resistant to infiltration by water. Impervious Area includes, but is not limited to, compacted soils, graveled surfaces subject to motorized vehicular traffic, walkways, buildings, parking lots, pavement, and ingress/egress driveways. Impervious Area shall not include sidewalks located in the public right-of-way. For purposes of this definition a "walkway" is a pedestrian way in the interior of a lot or tract that is not located in the public right-of-way.

(4) The City of Lubbock shall establish a schedule of drainage charges against all non-exempt real property located in the proposed service area, based on classification of the property as Residential or Non-Residential.

For the purposes of this Article, the following terms are defined:

(a) Residential Property is a tract of real property, upon which is located as the primary structure, a one-family dwelling unit or a two-family dwelling unit, as those terms are defined in Section 40.01.003(58) and (59), including all impervious surfaces located on said real property.

(b) Non-Residential Property is a contiguous tract of real property under common ownership, and not Residential Property, except property exempt pursuant to Sections 552.053 or 580.003 of the Texas Local Government Code.

(5) As it relates to the requirements of Section 552.053 of the Texas Local Government Code, charges shall initiate:

(a) for Residential Property, at such time the City of Lubbock building official has completed all required inspections and approved the property for release; or

(b) for Non-Residential Property, at such time an original "Certificate of Occupancy" has been issued by the City of Lubbock pursuant to Article 28.06 of the Code of Ordinances.

SECTION 2. THAT Section 22.07.002 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

**Section 22.07.002 Adoption of state law; creation of utility**

The provisions of Subchapter C of Chapter 552 of the Texas Local Government Code are hereby adopted by the City of Lubbock. The City of Lubbock shall have full authority to operate a municipal drainage utility system pursuant to Subchapter C, Chapter 552, Texas Local Government Code; Article 11, Section 5, of the Texas Constitution; and the charter of the City of Lubbock, Texas. The drainage of the city is hereby declared to be a public utility.

SECTION 3. THAT Section 22.07.005 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

**Sec. 22.07.005 Billing; delinquent charges; discontinuation of other service**

(1) All billings, credits, exemptions and other procedures, including penalties for delinquent payments, shall be as specified in Chapter 552, Subchapter C, Texas Local Government Code.

(2) Penalties and procedures for collection as are used for other utility billings by the City of Lubbock, where not in conflict with Chapter 552, Subchapter C, Texas Local Government Code, are hereby adopted for use as rules of the municipal drainage utility.

(3) Pursuant to Texas Local Government Code, Section 552.050, failure by a user of the municipal utilities within the service area to pay the charges when due shall subject such user to discontinuance of any utility services provided by the municipality.

SECTION 4. THAT Section 22.07.006 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

**Sec. 22.07.006 Schedule of drainage charges**

(1) Drainage charges shall be set in accordance with Texas Local Government Code, Section 552.047, and shall be based on classifications directly related to drainage on and from the property. Revenue collected from the Stormwater Utility will be used solely to provide drainage to real property located within the service area.

(2) Drainage charges shall be in accordance with a schedule of charges adopted by resolution of the city council following a public hearing, as required by Section 552.045 of the Texas Local Government Code. Said resolution shall be placed on file at the office of the city secretary following passage, and made available upon request to the public. Such charges may be changed, adjusted, or readjusted by city council resolution, as may be required, and a current copy of such drainage charges shall be kept available at the office of the city secretary.

SECTION 5. THAT Section 22.07.007 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

**Sec. 22.07.007 Disputes; Appeals**

(1) All disputes in connection with this Article shall be brought initially, and within six (6) months from the date it is claimed that said dispute arose, to the city engineer or his designee for resolution, which decision shall be rendered within thirty (30) days after having received written notice of the dispute from the landowner. Matters which may be disputed and appealed include, but are not limited to, the following:

- (a) ordinary billing and payment disputes;
- (b) assessment of a stormwater utility fee to exempt property, or property outside the City's jurisdictional area;
- (c) incorrect determination of a certain property's contribution of stormwater into the stormwater system;
- (d) duplicate assessment of a stormwater utility fee on utility accounts.

(2) Any appeal of the city engineer's decision shall be brought within fifteen (15) days of the date of the city engineer's decision to the Water Board of Appeals for an

informal hearing and dispute resolution procedure used in other utility disputes by the City of Lubbock. The Water Board of Appeals shall render a written decision on such appeal within thirty (30) days after having received a written notice of appeal from the landowner. A decision of the Water Board of Appeals shall be final.

SECTION 6. THAT the formula and schedule of municipal drainage charges as set forth in Exhibit "I" to Ordinance No. 2011-O0080 is repealed in its entirety.

SECTION 7. THAT, unless otherwise provided herein, a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 8. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 9. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

SECTION 10. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

**AND IT IS SO ORDERED.**

Passed by the City Council on first reading this \_\_\_\_ day of \_\_\_\_\_, 2014.

Passed by the City Council on second reading this \_\_\_\_ day of \_\_\_\_\_, 2014.

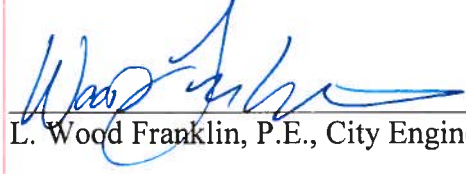
\_\_\_\_\_  
GLEN C. ROBERTSON, Mayor

ATTEST:

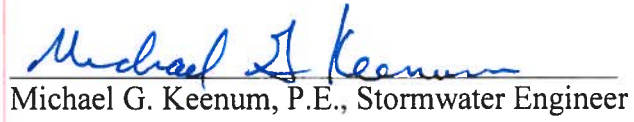
\_\_\_\_\_  
Rebecca Garza, City Secretary



APPROVED AS TO CONTENT:

A handwritten signature in blue ink, appearing to read "L. Wood Franklin", is written over a horizontal line.

L. Wood Franklin, P.E., City Engineer

A handwritten signature in blue ink, appearing to read "Michael G. Keenum", is written over a horizontal line.

Michael G. Keenum, P.E., Stormwater Engineer

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Mitchell Satterwhite", is written over a horizontal line.

Mitchell Satterwhite, First Assistant City Attorney

Ord. Stormwater Ord Amendment  
8.25.14



## Regular City Council Meeting

7. 8.

Meeting Date: 09/25/2014

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### Information

#### Agenda Item

**Resolution - Finance:** Consider a resolution amending the schedule of drainage charges to accommodate improvements to be made to the City's drainage system

#### Item Summary

The new structure proposed is based on impervious area rather than on a per water meter basis. Residential customers will be placed into one of four tiers based on impervious area assessed on a per-residential unit basis. Nonresidential customers will be assessed on impervious area on a per-property basis.

The proposed residential rates are as follows:

Tier 1: Impervious area less than or equal to 2,780 square feet	\$8.80 per month
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Tier 2: Impervious area greater than 2,780 square feet and less than or equal to 3,680 square feet	\$13.48 per month
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Tier 3: Impervious area greater than 3,680 square feet and less than or equal to 4,770 square feet	\$17.05 per month
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Tier 4: Impervious area greater than 4,770 square feet	\$25.58 per month
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The proposed nonresidential rates are as follows:

\$25.58 per Equivalent Residential Unit (ERU) per month, to be billed in whole units. This will be charged on an impervious area basis up to a maximum of 150,000 square feet of impervious area per property.

Section 552.045 of the Texas Local Government Code requires that a public hearing be held prior to the Storm Water rates being adopted by the City Council. The public hearing was held prior to consideration of this resolution. Notice of the public hearing was published in the legal notices section of the Lubbock Avalanche Journal on three occasions: Monday, August 4, 2014; Friday, August 15, 2014; and Friday, August 29, 2014.

The rate structure change is necessary in order to provide a more equitable system for billing based on impervious area.

#### Fiscal Impact

The change in the rate structure will provide a more equitable system for all rate payers.

#### Staff/Board Recommending

Cheryl Brock, Executive Director of Budget  
Keith Smith, Director of Public Works

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## Attachments

Resolution

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## RESOLUTION

WHEREAS, the City of Lubbock has heretofore established a municipal drainage utility pursuant to Chapter 552 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Lubbock has heretofore established a schedule of drainage charges for such utility; and

WHEREAS, the City Council deems it to be in the best interest of the health, safety and welfare of the citizens of the City of Lubbock to amend such schedule of drainage charges to accommodate improvements to be made to the City's drainage system; and

WHEREAS, a public hearing and requisite notice have been provided with regard to such revised charges as required by law; NOW THEREFORE:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

(1) The following formula and schedule of municipal drainage charges is hereby adopted to be effective October 1, 2014:

### SCHEDULE OF STORMWATER CHARGES:

#### *Residential Property Rates:*

Tier 1:	Impervious area less than or equal to 2780 square feet	\$8.80 per month
Tier 2:	Impervious area greater than 2780 square feet and less than or equal to 3680 square feet	\$13.48 per month
Tier 3:	Impervious area greater than 3680 square feet and less than or equal to 4770 square feet	\$17.05 per month
Tier 4:	Impervious area greater than 4770 square feet	\$25.58 per month

#### *Non-Residential Property Rate:*

\$25.58 per Equivalent Residential Unit ("ERU") per month, to be billed in whole units.

(2) The following provisions shall apply in assessing the Schedule of Stormwater Charges as set forth above:

(a) Equivalent Residential Unit (ERU) shall be defined as five thousand seven hundred (5700) square feet of impervious area of a single property.

(b) Residential Property, defined in Section 22.07.001(4)(a) of the City of Lubbock Code of Ordinances, shall be assessed the Residential rate on a per-residential-unit basis.

(c) Non-Residential Property, defined in Section 22.07.001(4)(b) of the City of Lubbock Code of Ordinances, shall be assessed the Non-Residential rate on a per-property basis.

(d) Stormwater utility charges shall be made to the person or persons whose names and addresses are currently shown on water utility records for the subject property.

(e) Assessed charges for Non-Residential Property shall not in any case exceed that amount charged to a Non-Residential property having one hundred fifty thousand (150,000) square feet of impervious area.

(3) Property owned by the following entities shall be exempt from Stormwater utility charges:

(a) Public School Districts;

(b) Lubbock County;

(c) State of Texas; and

(d) City of Lubbock.

(4) THAT such charges are hereby approved and adopted and shall be billed to the users of such benefitted properties along with the bill for other utility services provided to the property.

(5) THAT such charges shall remain in full force and effect until such time as said fees shall be further revised by action of the City Council of the City of Lubbock.

(6) THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Resolution as an alternative method of publication as provided by law.

(7) THAT should any section, paragraph, sentence, clause, phrase or word of this Resolution be declared unconstitutional or invalid for any reason, the remainder shall not be affected thereby.

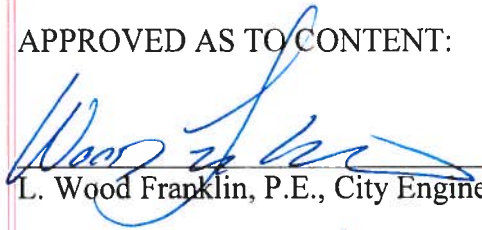
Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:


\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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L. Wood Franklin, P.E., City Engineer



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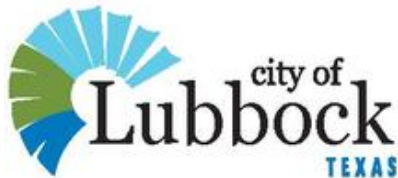
Michael G. Keenum, P.E., Stormwater Engineer

APPROVED AS TO FORM:

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Mitchell Satterwhite, First Assistant City Attorney

RES.Stormwater Fee Schedule 8.25.14



## Regular City Council Meeting

7. 9.

Meeting Date: 09/25/2014

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### Information

#### Agenda Item

**Resolution - Finance:** Consider a resolution authorizing refunding of Canadian River Municipal Water Authority Contract Revenue Refunding Bonds, Series 2005 (Conjunctive Use Groundwater Supply Projects) and/or Canadian River Municipal Water Authority Contract Revenue Bonds, Series 2006 (Conjunctive Use Groundwater Supply Project).

#### Item Summary

The City of Lubbock and other member cities have an agreement for the purchase and acquisition of use of groundwater supply with the Canadian River Municipal Water Authority (CRMWA). The City entered into an agreement with CRMWA in 1996; and since then CRMWA has issued Contract Revenue Bonds 2009, Contract Revenue Bonds 2005, Contract Revenue Refunding Bonds Series 2005, Contract Revenue Bonds Series 2006, Contract Revenue Bonds Series 2009, Subordinate Lien Contract Revenue Refunding Bonds Series 2010, Subordinate Lien Contract Revenue Bonds Series 2011 and Contract Revenue Refunding Bonds 2012. CRMWA has determined that there could be savings to refund all or part of the \$45,275,000 principal amount outstanding Contract Revenue Refunding Bonds, Series 2005 and the Contract Revenue Bonds, Series 2006.

The agreement provides for certain notice requirements before CRMWA may issue the refunding bonds. There is concern that timing constraints of getting the governing bodies of all member cities to approve the refunding, may prevent CRMWA from issuing refunding bonds in a timely manner to provide savings to the member cities. This resolution waives certain notice requirements under the agreement, which would permit CRMWA to refund all or part of the Refunded Series 2005 Bonds and Series 2006 bonds if the desired present value savings can be achieved.

The resolution consents to the issuance of the CRMWA Subordinate Lien Contract Revenue Bonds, Series 2014 in a principal amount not to exceed \$50,000,000 to refund all or part of the outstanding Series 2005 Refunding Bonds and all or part of the outstanding Series 2006 Bonds, subject to the requirement that the refunding bonds for both issues combined provide a present value debt service savings of at least 4.50%. Should market conditions only justify refunding of the Series 2005 Refunding Bonds, the resolution consents to the issuance of the CRMWA Subordinate Lien Contract Revenue Bonds, Series 2014 in a principal amount not to exceed \$13,500,000 to refund all or part of the outstanding Series 2005 Refunding Bonds, subject to the requirement that the refunding bonds for the Series 2005 Refunding Bonds provide a present value debt service savings of at least 5.50%. Should market conditions only justify refunding of the Series 2006 Bonds, the resolution consents to the issuance of the CRMWA Subordinate Lien Contract Revenue Bonds, Series 2014 in a principal amount not to exceed \$36,500,000 to refund all or part of the outstanding Series 2006 Bonds, subject to the requirement that the refunding bonds for the Series 2006 Bonds provide a present value debt service savings of at least 3.50%.

The City is not a participant in CRMWA's Series 2005 Refunding Bond issue, which was issued to refund the Series 1999 bonds. The City issued their own bonds in 1999. The City would only benefit from the savings attributable to the portion issued to refund Series 2006. As a participant in CRMWA, the City is required to approve CRMWA's Series 2005 Refunding Bond, even though we did not participate in that bond issue.



**Fiscal Impact**

First Southwest Company, Financial Advisor to CRMWA, is projecting the City's portion of total savings attributable to the refunding of Series 2006 to range between \$1,095,425 and \$592,460 for FY 2015 through FY 2027. Estimated average annual savings range from \$95,055 to \$54,772 for FY 2017 through FY 2027. The estimated present value saving percentage on the Series 2006 portion is 7.36%. At the minimum combined present value savings parameter of 4.50%, the present value saving percentage attributable to Series 2006 is 3.82%. The actual savings will be determined at the time of pricing based on market conditions at the time. The savings on the Series 2006 portion will be allocated to member cities and the City of Lubbock's percentage of participation is 37.058%.

The resolution was prepared by CRMWA's Bond Counsel, Bickerstaff Heath Delgado Acosta LLP and has been reviewed by the City's Bond Counsel, Andrews Kurth, LLP.

**Staff/Board Recommending**

Pamela Moon, CPA  
Executive Director of Finance

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**Attachments**

CRMWA Resolution

Refund Savings

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**A RESOLUTION BY THE CITY OF LUBBOCK, TEXAS, AUTHORIZING  
REFUNDING OF CANADIAN RIVER MUNICIPAL WATER AUTHORITY  
CONTRACT REVENUE REFUNDING BONDS, SERIES 2005  
(CONJUNCTIVE USE GROUNDWATER SUPPLY PROJECT) AND/OR  
CANADIAN RIVER MUNICIPAL WATER AUTHORITY CONTRACT  
REVENUE BONDS, SERIES 2006 (CONJUNCTIVE USE  
GROUNDWATER SUPPLY PROJECT)**

WHEREAS, the City of Lubbock, Texas (the "City") has entered into that certain Agreement for the Purchase and Acquisition of Conjunctive Use Groundwater Supply (the "Agreement") entered into as of May 15, 1996, as amended, with the Canadian River Municipal Water Authority (the "Authority"); and

WHEREAS, the Authority has entered similar agreements with each of the other cities that are members of the Authority (the "Member Cities"); and

WHEREAS, the Authority issued and has outstanding its Canadian River Municipal Water Authority Contract Revenue Bonds, Series 2005 (Conjunctive Use Groundwater Supply Project); Canadian River Municipal Water Authority Contract Revenue Refunding Bonds, Series 2005 (Conjunctive Use Groundwater Supply Project); Canadian River Municipal Water Authority Contract Revenue Bonds, Series 2006 (Conjunctive Use Groundwater Supply Project); Canadian River Municipal Water Authority Contract Revenue Bonds, Series 2009 (Conjunctive Use Groundwater Supply Project); Canadian River Municipal Water Authority Contract Revenue Refunding Bonds, Series 2010 (Conjunctive Use Groundwater Supply Project); Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Bonds, Series 2011 (Conjunctive Use Groundwater Supply Project); and Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2012 (Conjunctive Use Groundwater Supply Project); and

WHEREAS, the Authority has expressed its intent to issue refunding bonds to refund all or a part of the outstanding Canadian River Municipal Water Authority Contract Revenue Refunding Bonds, Series 2005 (Conjunctive Use Groundwater Supply Project) (the "Series 2005 Refunding Bonds") and all or a part of the outstanding Canadian River Municipal Water Authority Contract Revenue Bonds, Series 2006 (Conjunctive Use Groundwater Supply Project) (the "Series 2006 Bonds") if market conditions justify refunding both the Series 2005 Refunding Bonds and the Series 2006 Bonds; and

WHEREAS, if the market conditions do not result in sufficient savings to refund both the outstanding Series 2005 Refunding Bonds and the Series 2006 Bonds, then the Authority will want to refund such issue as may be economically feasible; and

WHEREAS, if the market conditions only justify the refunding of the Series 2005 Refunding Bonds, then the Authority desires to issue refunding bonds in a principal amount not to exceed \$13,500,000 to refund all or a part of the outstanding Series 2005 Refunding Bonds; and

WHEREAS, if the market conditions only justify the refunding of the Series 2006 Bonds, then the Authority desires to issue refunding bonds in a principal amount not to exceed \$36,500,000 to refund all or a part of the outstanding Series 2006 Bonds; and

WHEREAS, the Agreement provides for certain notice requirements before the Authority may issue Additional Bonds, as defined in the Agreement; and

WHEREAS, the refunding bonds are Additional Bonds under the Agreement; and

WHEREAS, the timing constraints of getting the governing bodies of all Member Cities of the Authority to meet and approve refunding bonds may prevent the Authority from issuing refunding bonds in a timely manner to provide savings to the Member Cities; and

WHEREAS, it is in the best interest of the City to waive certain notice requirements under the Agreement and consent to the issuance of the bonds to permit the Authority to refund all or a part of the outstanding Series 2005 Refunding Bonds and all or a part of the Series 2006 Bonds if a combined present value savings of at least 4.50% can be achieved; and

WHEREAS, if the market is such that only the Series 2005 Refunding Bonds can be refunded, it is in the best interest of the City to waive certain notice requirements under the Agreement and consent to the issuance of the bonds to permit the Authority to refund all or a part of the outstanding Series 2005 Refunding Bonds if a present value savings of at least 5.50% can be achieved; and

WHEREAS, if the market is such that only the Series 2006 Bonds can be refunded, it is in the best interest of the City to waive certain notice requirements under the Agreement and consent to the issuance of the bonds to permit the Authority to refund all or a part of the outstanding Series 2006 Bonds if a present value savings of at least 3.50% can be achieved; and

WHEREAS the City agrees to the Authority's issuance of bonds as subordinate lien bonds to eliminate the need of a reserve fund;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS:

SECTION 1. (a) That the City waives the notice requirements of Section 4.1(a) of the Agreement, and consents to the issuance of the Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2014 in a principal amount not to exceed \$50,000,000 to refund all or a part of the outstanding Series 2005 Refunding Bonds and all or a part of the outstanding Series 2006 Bonds, subject to the requirement that the refunding bonds for both issues combined provide a present value debt service savings of at least 4.50%.

(b) Should market conditions only justify the refunding of the Series 2005 Refunding Bonds, the City waives the notice requirements of Section 4.1(a) of the Agreement, and consents to the issuance of the Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2014 in a principal amount not to exceed \$13,500,000 to refund all or a part of the outstanding Series 2005 Refunding Bonds, subject to the requirement that the refunding bonds for the Series 2005 Refunding Bonds provide a present value debt service savings of at least 5.50%.

(c) Should market conditions only justify the refunding of the Series 2006 Bonds, the City waives the notice requirements of Section 4.1(a) of the Agreement, and consents to the issuance of the Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2014 in a principal amount not to exceed \$36,500,000 to refund all or a part of the outstanding Series 2006 Bonds, subject to the requirement that the refunding bonds for the Series 2006 Bonds provide a present value debt service savings of at least 3.50%.

SECTION 2. That the City Secretary be and is hereby authorized to deliver certified copies of this Resolution and minutes pertaining to its adoption to the Authority in such numbers as may be requested for the Authority's records and proceedings.

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PASSED, APPROVED AND ENACTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor, City of Lubbock, Texas

ATTEST:

\_\_\_\_\_  
Rebecca Garza  
City Secretary

[CITY SEAL]

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Pamela Moon  
Executive Director of Finance

APPROVED AS TO FORM:



\_\_\_\_\_  
Thomas M. Pollan  
CRMWA Bond Counsel

**SAVINGS**  
**Canadian River Municipal Water Authority**  
**Advance Refunding of Series 2006 Portion**  
 (Assumes November 2014 Delivery)  
 PRELIMINARY; SUBJECT TO CHANGE

Year	Refunded Debt Service	New Refunding Debt Service	Total Savings	Lubbock's Portion @ 37.058%
2015	\$ 1,633,500	\$ 1,628,676	\$ 4,824	\$ 1,788
2016	1,633,500	1,503,900	129,600	48,027
2017	3,876,000	3,620,700	255,300	94,609
2018	3,873,125	3,616,125	257,000	95,239
2019	3,869,375	3,610,625	258,750	95,888
2020	3,864,500	3,609,375	255,125	94,544
2021	3,863,125	3,607,000	256,125	94,915
2022	3,859,875	3,603,250	256,625	95,100
2023	3,854,500	3,597,875	256,625	95,100
2024	3,851,625	3,595,500	256,125	94,915
2025	3,850,750	3,595,625	255,125	94,544
2026	3,846,500	3,588,000	258,500	95,795
2027	3,838,625	3,582,375	256,250	94,961
	<u>\$ 45,715,000</u>	<u>\$ 42,759,026</u>	<u>\$ 2,955,974</u>	<u>\$ 1,095,425</u>

Net Present Value Savings: \$ 2,405,416

Average Interest Rate of Refunded Bonds 5.00%

True Interest Cost (TIC) Rate of Refunding Issue 2.91%

Negative Arbitrage \$ 920,719

**Refunded Principal:**

Series 2006	Call Date: 2/15/2016	Maturities : 2017 - 2027	32,670,000
			<u>\$ 32,670,000</u>

**Percentage Savings of Refunded Bonds = 7.363%**

**SAVINGS**  
**Canadian River Municipal Water Authority**  
**Advance Refunding of Series 2006 Portion**  
 (Assumes November 2014 Delivery)  
 PRELIMINARY; SUBJECT TO CHANGE

Year	Refunded Debt Service	New Refunding Debt Service	Total Savings	Lubbock's Portion @ 37.058%
2015	\$ 1,633,500	\$ 1,631,120	\$ 2,380	\$ 882
2016	1,633,500	1,662,958	(29,458)	(10,916)
2017	3,876,000	3,725,588	150,412	55,740
2018	3,873,125	3,727,280	145,846	54,047
2019	3,869,375	3,722,108	147,268	54,574
2020	3,864,500	3,715,210	149,290	55,324
2021	3,863,125	3,716,039	147,086	54,507
2022	3,859,875	3,714,044	145,831	54,042
2023	3,854,500	3,704,089	150,411	55,739
2024	3,851,625	3,705,624	146,001	54,105
2025	3,850,750	3,702,964	147,787	54,767
2026	3,846,500	3,700,696	145,805	54,032
2027	3,838,625	3,688,546	150,080	55,616
	<u>\$ 45,715,000</u>	<u>\$ 44,116,263</u>	<u>\$ 1,598,737</u>	<u>\$ 592,460</u>

Net Present Value Savings: \$ 1,249,152

Average Interest Rate of Refunded Bonds 5.00%

True Interest Cost (TIC) Rate of Refunding Issue 3.41%

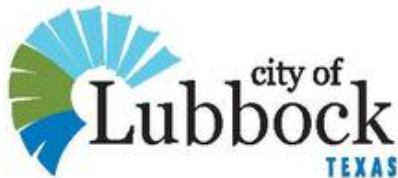
Negative Arbitrage \$ 1,120,661

**Refunded Principal:**

Series 2006	Call Date: 2/15/2016	Maturities : 2017 - 2027	32,670,000
			<u>\$ 32,670,000</u>

**Percentage Savings of Refunded Bonds = 3.824%**





## Regular City Council Meeting

7. 10.

Meeting Date: 09/25/2014

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### Information

#### Agenda Item

**Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute contract 11652 to Duininck, Inc. for construction services for LBB Runway 17R-35L Improvement Project, ITB 14-11652-DT.

#### Item Summary

The LBB Runway 17R-35L Improvement project consists of the removal and reconstruction of 50 foot wing sections (both sides of the centerline) of the runway, widen blast pads, demolish Taxiway A and re-grade area, grading within runway safety area, install edge drains along both sides of the runway, and seal cracks and apply emulsion to existing asphalt shoulders. The project also involves replacing High Intensity Runway Lights along both sides of the runway including replacement of threshold lights, crack seal, removal and replacement of joint sealant, and isolated panel replacement in the runway keel section.

The project is broken down into a base bid and five alternates.

#### Base Bid

Limits extend from just north of Taxiway A to north side of Taxiway V. Total length of Base Bid work is 2,075 feet temporarily relocating Runway 17R threshold and will have 6,448 feet of usable runway. Time to final completion is 200 calendar days. Scope includes full-depth reconstruction of outboard 50 feet of runway on both sides of the centerline, asphalt shoulder rehabilitation, installation of edge drain system, marking of runway, joint seal of keel section, crack seal and spall repair in keel section, and demolition of Taxiway A.

#### Alternate 1

Limits extend from 17R threshold to just north of Taxiway A. Total length of Alternate 1 work is 1,925 feet temporarily relocating Runway 17R threshold and will have 8,498 feet of usable runway. Time to final completion is 180 calendar days. Scope includes full-depth reconstruction of outboard 50 feet of runway on both sides of the centerline, asphalt shoulder rehabilitation, installation of edge drain system, marking of runway, joint seal of keel section, crack seal and spall repair in keel section, and widening of 17R blast pad.

#### Alternate 2

Limits extend from south side of Taxiway J to 35L threshold. Total length of Alternate 2 work is 3,275 feet temporarily relocating Runway 35R threshold and will have 7,178 feet of usable runway. Time to final completion is 240 calendar days. Scope includes full-depth reconstruction of outboard 50 feet of runway on both sides of the centerline, asphalt shoulder rehabilitation, installation of edge drain system, marking of runway, joint seal of keel section, crack seal and spall repair in keel section, and widening of 35L blast pad.

#### Alternate 3

Limits extend from north side of Taxiway V to south side of Taxiway J. Total length of Alternate 3 work is 4,225 feet. Runway 17R-35L will be closed during Alternate 3 work. Time to final completion is 250 calendar days. Scope includes full-depth reconstruction of outboard 50 feet of runway on both sides of the centerline, asphalt shoulder rehabilitation, installation of edge drain system, marking of runway, joint seal of keel section, and crack

seal and spall repair in keel section.

#### Alternate 4

Alternate 4 includes replacement of threshold lights and all high intensity edge lights along the full length of Runway 17R-35L. Scope also includes replacement of cable, including homerun to electrical vault. Time to final completion is 45 calendar days, and this work is to be performed anytime within the 250 calendar day runway closure for Alternate 3.

#### Alternate 5

Alternate 5 includes excavation, embankment, grading and seeding in Runway 17R-35L safety area to bring safety area up to current FAA standard. Time to final completion is 60 calendar days, and this work is to be performed anytime within the 250 calendar day runway closure for Alternate 3.

Two construction bids for LBB Runway 17R-35L Improvement Project were opened June 26, 2014 from the following companies:

	Duininck, Inc. Roanoke, TX	Allen Butler Construction Ransom Canyon, TX
Base Bid	\$7,069,363	\$11,332,696
Alternate 1	5,692,742	5,921,175
Alternate 2	9,304,591	9,643,345
Alternate 3	11,124,703	11,923,061
Alternate 4	133,350	170,619
Alternate 5	2,857,473	1,007,441
TOTALS	\$36,182,222	\$39,998,337

Staff recommends awarding the contract to the lowest bidder Duininck, Inc. of Roanoke, Texas for \$36,182,222 for the base bid and all alternates. The contract is awarded by the unit price. The total amount of the award is estimated based on expected quantities and actual expenditures may be more or less depending on actual need. The price per unit will not change.

#### Fiscal Impact

The contract will be funded by the FAA Grant and the Passenger Facility Charge Program.

#### Staff/Board Recommending

Kelly Campbell, Executive Director of Aviation  
Airport Advisory Board

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#### Attachments

Resolution & Contract - Duininck, Inc

CIP Detail

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**RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT City of Lubbock Bid No. 14-11652 is awarded to Duininck, Inc. of Roanoke, Texas, for reconstruction and other activities in connection with Runway 17R-35L at the Lubbock Preston Smith International Airport, and further THAT the Mayor of the City of Lubbock is authorized and directed to execute, for and on behalf of the City of Lubbock a contract for said activities with Duininck, Inc., consistent with the terms of the bid submittal attached hereto and incorporated herein, in a form acceptable to the City Attorney, and with an effective date and appropriation to be on or after October 1, 2014, and related documents.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

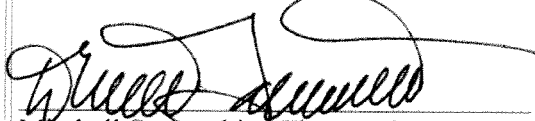
ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Kelly Campbell, Director of Aviation

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

**REVISED**

BID SUBMITTAL  
UNIT PRICE BID CONTRACT

DATE: June 26, 2014

PROJECT NUMBER: **14-11652-DT - LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT  
RUNWAY 17R-35L**

Bid of DUININCK, INC. (hereinafter called Bidder)

To the Honorable Mayor and City Council City of Lubbock, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of a **LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT RUNWAY 17R-35L**, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated below.

Owner reserves the right to award only one or any combination of the Base Bid and Alternate Bids below.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
<b>BASE BID</b>					
1.	P-140, Contractor Mobilization (8% max)	LS	1	\$ <u>525,000.<sup>00</sup></u>	\$ <u>525,000.<sup>00</sup></u>
2.	Item P-101, Remove and Dispose of P-501, 13 to 15-inch Thickness, and P-304, ±8-inch Thickness	SY	23,770	\$ <u>25.<sup>00</sup></u>	\$ <u>594,250.<sup>00</sup></u>
3.	Item P-101, Remove and Dispose of P-501, 13 to 15-inch Thickness	SY	1,250	\$ <u>25.<sup>00</sup></u>	\$ <u>31,250.<sup>00</sup></u>
4.	Item P-101, Remove and Dispose of P-501, 7-inch Thickness, and P-304, 6-inch Thickness	SY	3,990	\$ <u>14.<sup>50</sup></u>	\$ <u>57,855.<sup>00</sup></u>
5.	Item P-101, Remove and Dispose of Bituminous Surface, 2-inch Thickness, and Bituminous Base, 4-inch Thickness	SY	2,290	\$ <u>8.<sup>40</sup></u>	\$ <u>19,236.<sup>00</sup></u>
6.	Item P-101, Remove and Dispose of Bituminous Surface, 2-inch Thickness, and Bituminous Base, 8-inch Thickness	SY	1,860	\$ <u>14.<sup>50</sup></u>	\$ <u>26,970.<sup>00</sup></u>

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

ADDENDUM NO. 2

Bidders's Initial RD

**REVISED**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	\$ UNIT PRICE	\$ EXTENDED AMOUNT
7.	Item P-101, Concrete Spall Repair Including Surface Preparation and Repair Material	SF	180	\$ 80. <sup>00</sup>	\$ 14,400. <sup>00</sup>
8.	Item P-101, Concrete Crack Seal Including Surface Preparation and Repair Material	LF	3,000	\$ 55. <sup>00</sup>	\$ 165,000. <sup>00</sup>
9.	Item P-101, Repair Cracks in Asphalt Pavement, cracks between 1/8" to 1" (labor only)	LF	7,570	\$ 2.80	\$ 21,196. <sup>00</sup>
10.	Item P-101, Repair Cracks in Asphalt Pavement, cracks greater than 1" (including material, labor, fabric barrier, in-lay asphalt, etc.)	LF	2,530	\$ 50. <sup>00</sup>	\$ 126,500. <sup>00</sup>
11.	Item P-101, Rubber Removal	SY	3,000	\$ 3. <sup>00</sup>	\$ 9,000. <sup>00</sup>
12.	Item P-101, Remove and Dispose of Culvert, Headwall and associated items	LS	1	\$ 3,000. <sup>00</sup>	\$ 3,000. <sup>00</sup>
13.	Item P-101, Demolish Electrical Manhole	EA	3	\$ 1,500. <sup>00</sup>	\$ 4,500. <sup>00</sup>
14.	Item P-152, Excavation and stockpile of material to be reinstalled by Contractor	CY	8,080	\$ 8. <sup>00</sup>	\$ 64,640. <sup>00</sup>
15.	Item P-152, Excavation and haul-off material by Contractor	CY	8,310	\$ 20. <sup>00</sup>	\$ 166,200. <sup>00</sup>
16.	Item P-152, Excavation for undercutting of unsuitable material (including obtaining and installing suitable borrow material)	CY	1,000	\$ 26. <sup>00</sup>	\$ 26,000. <sup>00</sup>
17.	Item P-152 Grading and Subgrade Preparation Under Areas to be Paved (one 6-inch lift using in place material)	SY	25,950	\$ 1.40	\$ 36,330. <sup>00</sup>
18.	Item P-152 Grading and Subgrade Preparation Under Areas to be Paved (one 6-inch lift using stockpiled material)	SY	24,230	\$ 2.10	\$ 50,883. <sup>00</sup>
19.	Item P-152, Grading and Topsoil in Unpaved Areas	SY	120,000	\$ 0.75	\$ 90,000. <sup>00</sup>
20.	Item P-153, Controlled Low Strength Material for Shoulder Backfill	CY	360	\$ 175. <sup>00</sup>	\$ 63,000. <sup>00</sup>
21.	Item P-155, Lime Treated Subgrade, excluding lime (6-inch Thickness using stockpiled material)	SY	25,950	\$ 6. <sup>00</sup>	\$ 155,700. <sup>00</sup>
22.	Item P-155, Lime used in LTSG	TON	440	\$ 175. <sup>00</sup>	\$ 77,000. <sup>00</sup>
23.	Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control	LS	1	\$ 50,000. <sup>00</sup>	\$ 50,000. <sup>00</sup>
24.	Item P-209, Crushed Aggregate Base Course (6-inch Thickness)	SY	220	\$ 50. <sup>00</sup>	\$ 11,000. <sup>00</sup>
25.	Item P-209, Crushed Aggregate Base Course (10-inch Thickness)	SY	1,510	\$ 40. <sup>00</sup>	\$ 60,400. <sup>00</sup>
26.	Item P-304, Cement Treated Base Course, (6-inch Thickness two 3-inch lifts)	SY	24,230	\$ 19. <sup>00</sup>	\$ 460,370. <sup>00</sup>
27.	Item P-401, Plant Mix Bituminous Pavements (4-inch Thickness two 2-inch lifts)	TON	5,350	\$ 147. <sup>00</sup>	\$ 786,450. <sup>00</sup>

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

ADDENDUM NO. 2

Bidders's Initial

PD

**REVISED**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
28.	Item P-401, Plant Mix Bituminous Pavements (6-inch Thickness two 3-inch lifts)	TON	1,610	\$ 160. <sup>00</sup>	\$ 257,600. <sup>00</sup>
29.	Item P-401, Plant Mix Bituminous Pavements (3% Bonus)	LS	1	\$ 31,321. <sup>00</sup>	\$ 31,321. <sup>00</sup>
30.	Item P-501, Portland Cement Concrete Pavement (8-inch Thickness including additional milling as necessary)	SY	135	\$ 175. <sup>00</sup>	\$ 23,625. <sup>00</sup>
31.	Item P-501, Portland Cement Concrete Pavement (9-inch Thickness)	SY	215	\$ 100. <sup>00</sup>	\$ 21,500. <sup>00</sup>
32.	Item P-501, Portland Cement Concrete Pavement (13 to 15-inch Thickness)	SY	1,250	\$ 115. <sup>00</sup>	\$ 143,750. <sup>00</sup>
33.	Item P-501, Portland Cement Concrete Pavement (16-inch Thickness)	SY	23,770	\$ 75. <sup>00</sup>	\$ 1,782,750. <sup>00</sup>
34.	Item P-501, Portland Cement Concrete Pavement, 6% Bonus	LS	1	\$ 118,297. <sup>00</sup>	\$ 118,297. <sup>00</sup>
35.	Item P-602, Bituminous Prime Coat, including herbicidal treatment	GAL	9,300	\$ 5. <sup>75</sup>	\$ 53,475. <sup>00</sup>
36.	Item P-605, Joint Sealing Filler, Clean and seal joints in existing concrete Keel section (including labor and materials)	LF	6,420	\$ 2. <sup>10</sup>	\$ 13,482. <sup>00</sup>
37.	Item P-605, Joint Sealing Filler, Material Used in Sealing Cracks in Existing Bituminous Pavement	GAL	330	\$ 0. <sup>10</sup>	\$ 33. <sup>00</sup>
38.	Item P-620, Obliteration of Temporary Runway and Taxiway Painting	SF	44,000	\$ 0. <sup>75</sup>	\$ 33,000. <sup>00</sup>
39.	Item P-620, Obliteration of Permanent Runway and Taxiway Painting	SF	118,450	\$ 1. <sup>10</sup>	\$ 130,295. <sup>00</sup>
40.	Item P-620, Temporary Runway and Taxiway Painting	SF	30,600	\$ 0. <sup>45</sup>	\$ 13,770. <sup>00</sup>
41.	Item P-620, Permanent Runway and Taxiway Painting	SF	113,300	\$ 0. <sup>45</sup>	\$ 50,985. <sup>00</sup>
42.	Item P-621, Sawcut Grooving	SY	19,000	\$ 1. <sup>65</sup>	\$ 31,350. <sup>00</sup>
43.	Item P-631, Refined Coal Tar Emulsion with Additives, Slurry Seal Surface Treatment (two coats as specified)	SY	12,260	\$ 2. <sup>85</sup>	\$ 34,941. <sup>00</sup>
44.	Item D-705, Underdrain system (including piping, fittings, protective sleeve, cleanouts, backfill, and restoration of trench)	LF	4,570	\$ 41. <sup>00</sup>	\$ 187,370. <sup>00</sup>
45.	Item D-705, Underdrain discharge line	LF	370	\$ 40. <sup>00</sup>	\$ 14,800. <sup>00</sup>
46.	Item D-705, Tie into electrical system	EA	6	\$ 550. <sup>00</sup>	\$ 3,300. <sup>00</sup>
47.	Item D-751, Precast manhole infiltration structure	EA	2	\$ 10,000. <sup>00</sup>	\$ 20,000. <sup>00</sup>
48.	Item T-901, Soil Preparation, compost, seeding and fertilizing	AC	25	\$ 2,500. <sup>00</sup>	\$ 62,500. <sup>00</sup>
49.	Item L-108, Bare No. 6 AWG shield wire, installed in trench or duct bank, including ground rods and exothermic bonds	LF	620	\$ 1. <sup>40</sup>	\$ 868. <sup>00</sup>
50.	Item L-108, Remove No. 8 AWG, Type C, 5KV L-824C cable including trench and	LF	620	\$ 5. <sup>50</sup>	\$ 3,410. <sup>00</sup>

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

ADDENDUM NO. 2

Bidders's Initial RD

**REVISED**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	conduit				
51.	Item L-108, No. 8 AWG, Type C, 5KV L-824C cable including trench and conduit	LF	620	\$ 15. <sup>00</sup>	\$ 9,300. <sup>00</sup>
52.	Item L-116, Remove and Salvage Edge Light to Owner (Including Removing and Disposing Base)	EA	24	\$ 55. <sup>00</sup>	\$ 1,320. <sup>00</sup>
53.	Item L-116, Remove and Salvage airfield sign to Owner (Including Removing and Disposing Base)	EA	4	\$ 400. <sup>00</sup>	\$ 1,600. <sup>00</sup>
54.	Item L-125, Install Salvaged Medium Intensity Taxiway Light, base plate and transformer on new L-867 Base Can, including connection to new grounding rod and connection to existing ground wire	EA	2	\$ 900. <sup>00</sup>	\$ 1,800. <sup>00</sup>
55.	Item L-125, New L-850 Fixture including new L-830-6 (200W) Transformer and PVC transformer support, on new L-868 Base Can including connection to new grounding rod and existing ground wire	EA	1	\$ 4,400. <sup>00</sup>	\$ 4,400. <sup>00</sup>
56.	Item L-125, Install Centerline/TDZ Light Cans (Including Connect Conduit to Existing Conduit and connect to new grounding rod and existing ground wire)	EA	66	\$ 2,100. <sup>00</sup>	\$ 138,600. <sup>00</sup>
57.	Item L-125, New L-862 Threshold Fixture with new L-867 Base Can including new base plate with ground tab, L-830-6 (200W) Transformer and PVC transformer support. Connect to new grounding rod and existing ground wire.	EA	8	\$ 1,500. <sup>00</sup>	\$ 12,000. <sup>00</sup>
58.	Item MC, Nonwoven Geotextile Interlayer (including anchors)	SY	25,180	\$ 3. <sup>00</sup>	\$ 75,540. <sup>00</sup>
59.	Item MC, Pavement patch / pothole repair	SY	250	\$ 65. <sup>00</sup>	\$ 16,250. <sup>00</sup>
60.	Item MC, Install new Pavement Sensor	LS	1	\$ 16,000. <sup>00</sup>	\$ 16,000. <sup>00</sup>
61.	Item MC, Provide and Install Temporary PAPI and REIL (including equipment, power, removal and site restoration)	LS	1	\$ 36,000. <sup>00</sup>	\$ 36,000. <sup>00</sup>
62.	Item MC, Miscellaneous Items Associated with Temporary Relocated Threshold	LS	1	\$ 28,000. <sup>00</sup>	\$ 28,000. <sup>00</sup>
<b>BASE BID TOTAL</b>					<b>\$ 7,069,363.<sup>00</sup></b>

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

ADDENDUM NO. 2

Bidders's Initial LD



**REVISED**

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

**TOTAL BASE BID, ITEMS #1 - #62:**

**MATERIALS:** \_\_\_\_\_ (\$ 3,140,000.<sup>00</sup> )

**SERVICES:** \_\_\_\_\_ (\$ 3,929,363.<sup>00</sup> )

**BASE BID ITEMS #1 - #62**

**TOTAL:** \_\_\_\_\_ (\$ 7,069,363.<sup>00</sup> )

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

ADDENDUM NO. 2

Bidders's Initial RD 5

**REVISED**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE \$	EXTENDED AMOUNT \$
<b>ALTERNATE 1 – CONSTRUCT 17R END</b>					
A1-1.	Item P-140, Contractor Mobilization (8% max)	LS	1	\$ 400,000. <sup>00</sup>	\$ 400,000. <sup>00</sup>
A1-2.	Item P-101, Remove and Dispose of P-501, 13 to 15-inch Thickness, and P-304, ±8-inch Thickness	SY	22,070	\$ 20. <sup>00</sup>	\$ 441,400. <sup>00</sup>
A1-3.	Item P-101, Remove and Dispose of P-501, 13 to 15-inch Thickness	SY	1,060	\$ 25. <sup>00</sup>	\$ 26,500. <sup>00</sup>
A1-4.	Item P-101, Remove and Dispose of Bituminous Surface, 2-inch Thickness, and Bituminous Base, 4-inch Thickness	SY	2,190	\$ 8. <sup>40</sup>	\$ 18,396. <sup>00</sup>
A1-5.	Item P-101, Remove and Dispose of Bituminous Surface, 2-inch Thickness, and Bituminous Base, 8-inch Thickness	SY	1,000	\$ 14. <sup>50</sup>	\$ 14,500. <sup>00</sup>
A1-6.	Item P-101, Concrete Spall Repair Including Surface Preparation and Repair Material	SF	160	\$ 80. <sup>00</sup>	\$ 12,800. <sup>00</sup>
A1-7.	Item P-101, Concrete Crack Seal Including Surface Preparation and Repair Material	LF	150	\$ 55. <sup>00</sup>	\$ 8,250. <sup>00</sup>
A1-8.	Item P-101, Repair Cracks in Asphalt Pavement, cracks between 1/8" to 1" (labor only)	LF	7,020	\$ 2. <sup>80</sup>	\$ 19,656. <sup>00</sup>
A1-9.	Item P-101, Repair Cracks in Asphalt Pavement, cracks greater than 1" (including material, labor, fabric barrier, in-lay asphalt, etc.)	LF	2,340	\$ 50. <sup>00</sup>	\$ 117,000. <sup>00</sup>
A1-10.	Item P-101, Rubber Removal	SY	11,500	\$ 3. <sup>00</sup>	\$ 34,500. <sup>00</sup>
A1-11.	Item P-152, Excavation and stockpile of material to be reinstalled by Contractor	CY	7,700	\$ 8. <sup>00</sup>	\$ 61,600. <sup>00</sup>
A1-12.	Item P-152, Excavation and haul-off material by Contractor	CY	3,220	\$ 20. <sup>00</sup>	\$ 64,400. <sup>00</sup>
A1-13.	Item P-152, Excavation for undercutting of unsuitable material (including obtaining and installing suitable borrow material)	CY	1,000	\$ 25. <sup>00</sup>	\$ 25,000. <sup>00</sup>
A1-14.	Item P-152 Grading and Subgrade Preparation Under Areas to be Paved (one 6-inch lift using in place material)	SY	23,510	\$ 1. <sup>40</sup>	\$ 32,914. <sup>00</sup>
A1-15.	Item P-152 Grading and Subgrade Preparation Under Areas to be Paved (one 6-inch lift using stockpiled material)	SY	22,510	\$ 2. <sup>10</sup>	\$ 47,271. <sup>00</sup>
A1-16.	Item P-152, Grading and Topsoil in Unpaved Areas	SY	98,150	\$ 0. <sup>75</sup>	\$ 73,612. <sup>50</sup>
A1-17.	Item P-153, Controlled Low Strength Material for Shoulder Backfill	CY	310	\$ 175. <sup>00</sup>	\$ 54,250. <sup>00</sup>

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

ADDENDUM NO. 2

Bidders's Initial RD

**REVISED**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
A1-18.	Item P-155, Lime Treated Subgrade, excluding lime (6-inches Thickness using stockpiled material)	SY	22,510	\$ 6. <sup>00</sup>	\$ 135,060. <sup>00</sup>
A1-19.	Item P-155, Lime used in LTSG	TON	380	\$ 175. <sup>00</sup>	\$ 66,500. <sup>00</sup>
A1-20.	Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control	LS	1	\$ 15,000. <sup>00</sup>	\$ 15,000. <sup>00</sup>
A1-21.	Item P-209, Crushed Aggregate Base Course (6-inch Thickness)	SY	1,010	\$ 40. <sup>00</sup>	\$ 40,400. <sup>00</sup>
A1-22.	Item P-304, Cement Treated Base Course, (6-inch Thickness)	SY	22,510	\$ 18. <sup>00</sup>	\$ 405,180. <sup>00</sup>
A1-23.	Item P-401, Plant Mix Bituminous Pavements (4-inch thickness, two 2-inch lifts)	TON	4,970	\$ 137. <sup>00</sup>	\$ 683,375. <sup>00</sup>
A1-24.	Item P-401, Plant Mix Bituminous Pavements (6-inch thickness, two 3-inch lifts))	TON	1,052	\$ 160. <sup>00</sup>	\$ 168,320. <sup>00</sup>
A1-25.	Item P-401, Plant Mix Bituminous Pavements (3% Bonus)	LS	1	\$ 25,550. <sup>25</sup>	\$ 25,550. <sup>25</sup>
A1-26.	Item P-501, Portland Cement Concrete Pavement (16-inch Thickness)	SY	22,070	\$ 67. <sup>00</sup>	\$ 1,489,725. <sup>00</sup>
A1-27.	Item P-501, Portland Cement Concrete Pavement (14-inch Thickness)	SY	1,060	\$ 115. <sup>00</sup>	\$ 121,900. <sup>00</sup>
A1-28.	Item P-501, Portland Cement Concrete Pavement (8-inch Thickness including additional milling as necessary)	SY	75	160. <sup>00</sup>	\$ 12,000. <sup>00</sup>
A1-29.	Item P-501, Portland Cement Concrete Pavement (9-inch Thickness)	SY	1,000	\$ 75. <sup>00</sup>	\$ 75,000. <sup>00</sup>
A1-30.	Item P-501, Portland Cement Concrete Pavement, 6% Bonus	LS	1	\$ 101,917. <sup>50</sup>	\$ 101,917. <sup>50</sup>
A1-31.	Item P-602, Bituminous Prime Coat, including herbicidal treatment	GAL	6,800	\$ 5. <sup>75</sup>	\$ 39,100. <sup>00</sup>
A1-32.	Item P-605, Joint Sealing Filler, Clean and seal joints in existing concrete Keel section (including labor and materials)	LF	10,900	\$ 2. <sup>00</sup>	\$ 21,800. <sup>00</sup>
A1-33.	Item P-605, Joint Sealing Filler, Material Used in Sealing Cracks in Existing Bituminous Pavement	GAL	310	\$ 0. <sup>10</sup>	\$ 31. <sup>00</sup>
A1-34.	Item P-620, Obliteration of Temporary Runway and Taxiway Painting	SF	40,000	\$ 0. <sup>75</sup>	\$ 30,000. <sup>00</sup>
A1-35.	Item P-620, Obliteration of Permanent Runway and Taxiway Painting	SF	123,340	\$ 1. <sup>10</sup>	\$ 135,674. <sup>00</sup>
A1-36.	Item P-620, Temporary Runway and Taxiway Painting	SF	26,460	\$ 0. <sup>45</sup>	\$ 11,907. <sup>00</sup>
A1-37.	Item P-620, Permanent Runway and Taxiway Painting	SF	87,550	\$ 0. <sup>45</sup>	\$ 39,397. <sup>50</sup>
A1-38.	Item P-621, Sawcut Grooving	SY	17,540	\$ 1. <sup>55</sup>	\$ 27,187. <sup>00</sup>
A1-39.	Item P-631, Refined Coal Tar Emulsion with Additives, Slurry Seal Surface Treatment for 2-coat system	SY	10,830	\$ 2. <sup>60</sup>	\$ 28,158. <sup>00</sup>

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

ADDENDUM NO. 2

Bidders's Initial PD

**REVISED**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
A1-40.	Item D-705, Underdrain system (including piping, fittings, protective sleeve, cleanouts, backfill, and restoration of trench)	LF	3,970	\$ 36. <sup>00</sup>	\$ 142,920. <sup>00</sup>
A1-41.	Item D-705, Tie into electrical system	EA	2	\$ 550. <sup>00</sup>	\$ 1,100. <sup>00</sup>
A1-42.	Item T-901, Soil Preparation, compost, seeding and fertilizing	AC	20	\$ 2,500. <sup>00</sup>	\$ 50,000. <sup>00</sup>
A1-43.	Item L-108, Bare No. 6 AWG shield wire, installed in trench or duct bank, including ground rods and exothermic bonds	LF	400	\$ 1.40 <sup>RD</sup>	\$ 560. <sup>00</sup>
A1-44.	Item L-108, Remove No. 8 AWG, Type C, 5KV L-824C cable including trench and conduit	LF	400	\$ 5. <sup>00</sup>	\$ 2,200. <sup>00</sup>
A1-45.	Item L-108, No. 8 AWG, Type C, 5KV L-824C cable including trench and conduit	LF	400	\$ 15. <sup>00</sup>	\$ 6,000. <sup>00</sup>
A1-46.	Item L-125, Install L-868 Centerline/TDZ Light Cans (Including Connect Conduit to Existing Conduit and connect to new grounding rod and existing ground wire)	EA	115	\$ 2,100. <sup>00</sup>	\$ 241,500. <sup>00</sup>
A1-47.	New L-850 Fixture, including New L-830-6 (200W) Transformer and transformer support, on new L-868 Base Can including connection to new grounding rod and existing ground wire	EA	1	\$ 4,400. <sup>00</sup>	\$ 4,400. <sup>00</sup>
A1-48.	Item MC, Nonwoven Geotextile Interlayer (including anchors)	SY	23,360	\$ 3. <sup>00</sup>	\$ 70,080. <sup>00</sup>
A1-49.	Item MC, Miscellaneous Items Associated with Temporary Relocated Threshold	LS	1	\$ 10,000. <sup>00</sup>	\$ 10,000. <sup>00</sup>
A1-50.	Item MC, Pavement patch / pothole repair	SY	250	\$ 55. <sup>00</sup>	\$ 13,750. <sup>00</sup>
A1-51.	Item MC, Provide and Install Temporary PAPI and REIL (including equipment, power, removal and site restoration)	LS	1	\$ 25,000. <sup>00</sup>	\$ 25,000. <sup>00</sup>
<b>TOTAL ALTERNATE 1, ITEMS A1-1 – A1-51</b>					
<b>MATERIALS</b>				\$ 2,840,000. <sup>00</sup>	
<b>LABOR</b>				\$ 2,852,742. <sup>35</sup>	
<b>TOTAL BID ITEMS A1-1 – A1-51</b>				\$ 5,692,742. <sup>35</sup>	

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

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ADDENDUM NO. 2

Bidders's Initial RD 8

**REVISED**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
<b>ALTERNATE 2 – CONSTRUCT 35L END</b>					
A2-1.	Item P-140, Contractor Mobilization (8% max)	LS	1	\$ 650,000. <sup>00</sup>	\$ 650,000. <sup>00</sup>
A2-2.	Item P-101, Remove and Dispose of P-501, 13 to 15-inch Thickness	SY	39,760	\$ 16. <sup>00</sup>	\$ 636,160. <sup>00</sup>
A2-3.	Item P-101, Remove and Dispose of Bituminous Base Course (variable Thickness layer)	CY	8,800	23. <sup>00</sup>	202,400. <sup>00</sup>
A2-4.	Item P-101, Remove and Dispose of Bituminous Surface, 2-inch Thickness, and Bituminous Base, 4-inch Thickness	SY	3,610	\$ 8. <sup>40</sup>	\$ 30,324. <sup>00</sup>
A2-5.	Item P-101, Remove and Dispose of Bituminous Surface, 2-inch Thickness, and Bituminous Base, 8-inch Thickness	SY	1,640	\$ 14. <sup>50</sup>	\$ 23,780. <sup>00</sup>
A2-6.	Item P-101, Concrete Spall Repair Including Surface Preparation and Repair Material	SF	20	\$ 85. <sup>00</sup>	\$ 1,700. <sup>00</sup>
A2-7.	Item P-101, Concrete Crack Seal including surface preparation and Repair Material	LF	500	\$ 55. <sup>00</sup>	\$ 27,500. <sup>00</sup>
A2-8.	Item P-101, Repair Cracks in Asphalt Pavement, cracks between 1/8" to 1" (labor only)	LF	8,510	\$ 2. <sup>80</sup>	\$ 23,828. <sup>00</sup>
A2-9.	Item P-101, Repair Cracks in Asphalt Pavement, cracks greater than 1" (including material, labor, fabric barrier, in-lay asphalt, etc.)	LF	2,840	\$ 50. <sup>00</sup>	\$ 142,000. <sup>00</sup>
A2-10.	Item P-101, Rubber Removal	SY	9,800	\$ 3. <sup>00</sup>	\$ 29,400. <sup>00</sup>
A2-11.	Item P-152, Excavation and stockpile of material to be reinstalled by Contractor	CY	12,940	\$ 8. <sup>00</sup>	\$ 103,520. <sup>00</sup>
A2-12.	Item P-152, Excavation and haul-off material by Contractor	CY	5,120	\$ 20. <sup>00</sup>	\$ 102,400. <sup>00</sup>
A2-13.	Item P-152, Excavation for undercutting of unsuitable material (including obtaining and installing suitable borrow material)	CY	1,000	\$ 25. <sup>00</sup>	\$ 25,000. <sup>00</sup>
A2-14.	Item P-152 Grading and Subgrade Preparation Under Areas to be Paved (one 6-inch lift using in place material)	SY	39,430	\$ 1. <sup>30</sup>	\$ 51,259. <sup>00</sup>
A2-15.	Item P-152 Grading and Subgrade Preparation Under Areas to be Paved (one 6-inch lift using stockpiled material)	SY	38,230	\$ 2. <sup>10</sup>	\$ 80,283. <sup>00</sup>
A2-16.	Item P-152, Grading and Topsoil in Unpaved Areas	SY	169,200	\$ 0. <sup>75</sup>	\$ 126,900. <sup>00</sup>
A2-17.	Item P-153, Controlled Low Strength Material for Shoulder Backfill	CY	530	\$ 175. <sup>00</sup>	\$ 92,750. <sup>00</sup>

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

ADDENDUM NO. 2

Bidders's Initial RD

**REVISED**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
A2-18.	Item P-155, Lime Treated Subgrade, excluding lime (6-inches Thickness using stockpiled material)	SY	39,430	\$ 6. <sup>00</sup>	\$ 236,580. <sup>00</sup>
A2-19.	Item P-155, Lime used in LTSG	TON	670	\$ 175. <sup>00</sup>	\$ 117,250. <sup>00</sup>
A2-20.	Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control	LS	1	\$ 30,000. <sup>00</sup>	\$ 30,000. <sup>00</sup>
A2-21.	Item P-209, Crushed Aggregate Base Course (6-inch Thickness)	SY	1,150	\$ 40. <sup>00</sup>	\$ 46,000. <sup>00</sup>
A2-22.	Item P-304, Cement Treated Base Course, (6-inch Thickness)	SY	38,230	\$ 18. <sup>00</sup>	\$ 688,140. <sup>00</sup>
A2-23.	Item P-401, Plant Mix Bituminous Pavements (4-inch thickness, two 2-inch lifts)	TON	8,430	\$ 140. <sup>00</sup>	\$ 1,180,200. <sup>00</sup>
A2-24.	Item P-401, Plant Mix Bituminous Pavements (6-inch thickness two 3-inch lifts)	TON	1,740	\$ 160. <sup>00</sup>	\$ 278,400. <sup>00</sup>
A2-25.	Item P-401, Plant Mix Bituminous Pavements (3% Bonus)	LS	1	\$ 43,758. <sup>00</sup>	\$ 43,758. <sup>00</sup>
A2-26.	Item P-501, Portland Cement Concrete Pavement (16-inches Thickness)	SY	37,510	\$ 72. <sup>50</sup>	\$ 2,719,475. <sup>00</sup>
A2-27.	Item P-501, Portland Cement Concrete Pavement (14-inches Thickness)	SY	2,250	\$ 115. <sup>00</sup>	\$ 258,750. <sup>00</sup>
A2-28.	Item P-501, Portland Cement Concrete Pavement (8-inch Thickness including additional milling as necessary)	SY	120	\$ 170. <sup>00</sup>	\$ 20,400. <sup>00</sup>
A2-29.	Item P-501, Portland Cement Concrete Pavement (9-inches Thickness)	SY	1,150	\$ 75. <sup>00</sup>	\$ 86,250. <sup>00</sup>
A2-30.	Item P-501, Portland Cement Concrete Pavement, 6% Bonus	LS	1	\$ 185,092. <sup>59</sup>	\$ 185,092. <sup>59</sup>
A2-31.	Item P-602, Bituminous Prime Coat, including herbicidal treatment	GAL	11,500	\$ 5. <sup>75</sup>	\$ 66,125. <sup>00</sup>
A2-32.	Item P-605, Joint Sealing Filler, Clean and seal joints in existing concrete Keel section (including labor and materials)	LF	10,120	\$ 2. <sup>00</sup>	\$ 20,240. <sup>00</sup> <sup>400- KP</sup> 20,240. <sup>01</sup>
A2-33.	Item P-605, Joint Sealing Filler, Material Used in Sealing Cracks in Existing Bituminous Pavement	GAL	370	\$ 0. <sup>10</sup>	\$ 37. <sup>00</sup>
A2-34.	Item P-620, Obliteration of Temporary Runway and Taxiway Painting	SF	47,400	\$ 0. <sup>75</sup>	\$ 35,550. <sup>00</sup>
A2-35.	Item P-620, Obliteration of Permanent Runway and Taxiway Painting	SF	161,920	\$ 1. <sup>10</sup>	\$ 178,112. <sup>00</sup>
A2-36.	Item P-620, Temporary Runway and Taxiway Painting	SF	33,860	\$ 0. <sup>45</sup>	\$ 15,237. <sup>00</sup>
A2-37.	Item P-620, Permanent Runway and Taxiway Painting	SF	114,080	\$ 0. <sup>45</sup>	\$ 51,336. <sup>00</sup>
A2-38.	Item P-621, Sawcut Grooving	SY	29,900	\$ 1. <sup>65</sup>	\$ 49,335. <sup>00</sup>
A2-39.	Item P-631, Refined Coal Tar Emulsion with Additives, Slurry Seal Surface Treatment for a 2-coat system	SY	27,420	\$ 2. <sup>60</sup>	\$ 71,292. <sup>00</sup>

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

ADDENDUM NO. 2

Bidders's Initial BD

**REVISED**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
A2-40.	Item D-705, Underdrain system (including piping, fittings, protective sleeve, cleanouts, backfill, and restoration of trench)	LF	6,750	\$ 39. <sup>00</sup>	\$ 263,250. <sup>00</sup>
A2-41.	Item D-705, Tie into electrical system	EA	6	\$ 550. <sup>00</sup>	\$ 3,300. <sup>00</sup>
A2-42.	Item T-901, Soil Preparation, compost, seeding and fertilizing	AC	35	\$ 2,500. <sup>00</sup>	\$ 87,500. <sup>00</sup>
A2-43.	Item L-108, Bare No. 6 AWG shield wire, installed in trench or duct bank, including ground rods and exothermic bonds	LF	1,020	\$ 1. <sup>40</sup>	\$ 1,428. <sup>00</sup>
A2-44.	Item L-108, Remove No. 8 AWG, Type C, 5KV L-824C cable including trench and conduit	LF	1,020	\$ 5. <sup>00</sup>	\$ 5,610. <sup>00</sup>
A2-45.	Item L-108, No. 8 AWG, Type C, 5KV L-824C cable including trench and conduit	LF	1,020	\$ 15. <sup>00</sup>	\$ 15,300. <sup>00</sup>
A2-46.	Item L-125, Salvage and Reinstall Existing L-862 Threshold Fixture on new L-867 Base Can, including connection to new grounding rod and existing ground wire	EA	4	\$ 2,100. <sup>00</sup>	\$ 8,400. <sup>00</sup>
A2-47.	Item L-125, Replace Existing L-862 HIRL Fixture with new L-862 Fixture including new base plate with ground tab, L-830-18 (150W) Transformer and PVC transformer support	EA	4	\$ 650. <sup>00</sup>	\$ 2,600. <sup>00</sup>
A2-48.	Item MC, Nonwoven Geotextile Interlayer (including anchors)	SY	38,980	\$ 3. <sup>00</sup>	\$ 116,940. <sup>00</sup>
A2-49.	Item MC, Miscellaneous Items Associated with Temporary Relocated Threshold	LS	1	\$ 7,000. <sup>00</sup>	\$ 7,000. <sup>00</sup>
A2-50.	Item MC, Pavement patch / pothole repair	SY	500	\$ 55. <sup>00</sup>	\$ 27,500. <sup>00</sup>
A2-51.	Item MC, Pavement Sensor	LS	1	\$ 15,000. <sup>00</sup>	\$ 15,000. <sup>00</sup>
A2-52.	Item MC, Provide and Install Temporary PAPI and REIL (including equipment, power, removal and site restoration)	LS	1	\$ 24,000. <sup>00</sup>	\$ 24,000. <sup>00</sup>
<b>TOTAL ALTERNATE 2, ITEMS A2-1 – A2-52</b>					
<b>MATERIALS</b>				\$	4,620,400. <sup>00</sup>
<b>LABOR</b>				\$	4,684,191. <sup>50</sup>
<b>TOTAL BID ITEMS A2-1 – A2-52</b>				\$	9,304,591. <sup>50</sup>

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ADDENDUM NO. 2

Bidders's Initial RD



**REVISED**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
<b>ALTERNATE 3 – CONSTRUCT 17R-35L CENTER RUNWAY</b>					
A3-1.	Item P-140, Contractor Mobilization (8%)	LS	1	\$ 750,000. <sup>00</sup>	\$ 750,000. <sup>00</sup>
A3-2.	Item P-101, Remove and Dispose of P-501, 13 to 15-inch Thickness, and P-304, 8-inch Thickness	SY	5,450	\$ 21. <sup>00</sup>	\$ 114,450. <sup>00</sup>
A3-3.	Item P-101, Remove and Dispose of P-501, 13 to 15-inch Thickness	SY	46,860	\$ 14. <sup>00</sup>	\$ 656,040. <sup>00</sup>
A3-4.	Item P-101, Remove and Dispose of Bituminous Base Course (variable Thickness layer)	CY	10,660	23. <sup>00</sup>	245,180. <sup>00</sup>
A3-5.	Item P-101, Remove and Dispose of Bituminous Surface, 2-inch Thickness, and Bituminous Base, 4-inch Thickness	SY	6,490	\$ 8. <sup>40</sup>	\$ 54,516. <sup>00</sup>
A3-6.	Item P-101, Remove and Dispose of Bituminous Surface, 2-inch Thickness, and Bituminous Base, 8-inch Thickness	SY	1,960	\$ 14. <sup>50</sup>	\$ 28,420. <sup>00</sup>
A3-7.	Item P-101, Concrete Spall Repair Including Surface Preparation and Repair Material	SF	20	\$ 85. <sup>00</sup>	\$ 1,700. <sup>00</sup>
A3-8.	Item P-101, Concrete Crack Seal Including Surface Preparation and Repair Material	LF	430	\$ 55. <sup>00</sup>	\$ 23,650. <sup>00</sup>
A3-9.	Item P-101, Repair Cracks in Asphalt Pavement, cracks between 1/8" to 1" (labor only)	LF	11,000	\$ 2. <sup>00</sup>	\$ 30,800. <sup>00</sup>
A3-10.	Item P-101, Repair Cracks in Asphalt Pavement, cracks greater than 1" (including material, labor, fabric barrier, in-lay asphalt, etc.)	LF	3,700	\$ 50. <sup>00</sup>	\$ 185,000. <sup>00</sup>
A3-11.	Item P-101, Rubber Removal	SY	2,862	\$ 3. <sup>00</sup>	\$ 8,586. <sup>00</sup>
A3-12.	Item P-101, Paint Removal	SF	317,395	\$ 1. <sup>10</sup>	\$ 349,134. <sup>50</sup>
A3-13.	Item P-152, Excavation and stockpile of material to be reinstalled by Contractor	CY	16,440	\$ 8. <sup>00</sup>	\$ 131,520. <sup>00</sup>
A3-14.	Item P-152, Excavation and haul-off material by Contractor	CY	5,960	\$ 20. <sup>00</sup>	\$ 119,200. <sup>00</sup>
A3-15.	Item P-152, Excavation for undercutting of unsuitable material (including obtaining and installing suitable borrow material)	CY	1,000	\$ 25. <sup>00</sup>	\$ 25,000. <sup>00</sup>
A3-16.	Item P-152 Grading and Subgrade Preparation Under Areas to be Paved (one 6-inch lift using in place material)	SY	49,370	\$ 1. <sup>30</sup>	\$ 64,181. <sup>00</sup>
A3-17.	Item P-152 Grading and Subgrade Preparation Under Areas to be Paved (one 6-inch lift using stockpiled material)	SY	49,370	\$ 2. <sup>10</sup>	\$ 103,677. <sup>00</sup>
A3-18.	Item P-152, Grading and Topsoil in Unpaved Areas	SY	133,218	\$ 0. <sup>75</sup>	\$ 99,913. <sup>50</sup>
A3-19.	Item P-153, Controlled Low Strength Material for Shoulder Backfill	CY	680	\$ 175. <sup>00</sup>	\$ 119,000. <sup>00</sup>

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ADDENDUM NO. 2

Bidders's Initial PD

**REVISED**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
A3-20.	Item P-155, Lime Treated Subgrade, excluding lime (6-inches Thickness using stockpiled material)	SY	49,300	\$ 6. <sup>00</sup>	\$ 295,800. <sup>00</sup>
A3-21.	Item P-155, Lime used in LTSG	TON	840	\$ 175. <sup>20</sup>	\$ 147,120. <sup>00</sup>
A3-22.	Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control	LS	1	\$ 30,000. <sup>00</sup>	\$ 30,000. <sup>00</sup>
A3-23.	Item P-304, Cement Treated Base Course, (6-inch Thickness)	SY	49,370	\$ 17. <sup>00</sup>	\$ 839,290. <sup>00</sup>
A3-24.	Item P-401, Plant Mix Bituminous Pavements (4-inch thickness, two 2-inch lifts)	TON	10,890	\$ 135. <sup>00</sup>	\$ 1,470,150. <sup>00</sup>
A3-25.	Item P-401, Plant Mix Bituminous Pavements (6-inch thickness, two 3-inch lifts)	TON	2,070	\$ 150. <sup>00</sup>	\$ 310,500. <sup>00</sup>
A3-26.	Item P-401, Plant Mix Bituminous Pavements (3% Bonus)	LS	1	\$ 53,419. <sup>50</sup>	\$ 53,419. <sup>50</sup>
A3-27.	Item P-501, Portland Cement Concrete Pavement (16-inch Thickness)	SY	48,400	\$ 66. <sup>50</sup>	\$ 3,218,600. <sup>00</sup>
A3-28.	Item P-501, Portland Cement Concrete Pavement (14-inch Thickness)	SY	3,910	\$ 100. <sup>00</sup>	\$ 391,000. <sup>00</sup>
A3-29.	Item P-501, Portland Cement Concrete Pavement (8-inch Thickness including additional milling as necessary)	SY	150	\$ 160. <sup>00</sup>	\$ 24,000. <sup>00</sup>
A3-30.	Item P-501, Portland Cement Concrete Pavement, 6% Bonus	LS	1	\$ 218,016. <sup>00</sup>	\$ 218,016. <sup>00</sup>
A3-31.	Item P-602, Bituminous Prime Coat, including herbicidal treatment	GAL	14,790	\$ 5. <sup>75</sup>	\$ 85,042. <sup>50</sup>
A3-32.	Item P-605, Joint Sealing Filler, Clean and seal joints in existing concrete Keel section (including labor and materials)	LF	13,050	\$ 2. <sup>00</sup>	\$ 26,100. <sup>00</sup>
A3-33.	Item P-605, Joint Sealing Filler, Material Used in Sealing Cracks in Existing Bituminous Pavement	GAL	475	\$ 0. <sup>10</sup>	\$ 47. <sup>50</sup>
A3-34.	Item P-620, Permanent Runway and Taxiway Painting	SF	317,400	\$ 0. <sup>45</sup>	\$ 142,830. <sup>00</sup>
A3-35.	Item P-621, Sawcut Grooving	SY	38,670	\$ 1. <sup>70</sup>	\$ 65,739. <sup>00</sup>
A3-36.	Item P-631, Refined Coal Tar Emulsion with Additives, Slurry Seal Surface Treatment for a 2-coat system	SY	28,690	\$ 2. <sup>60</sup>	\$ 74,594. <sup>00</sup>
A3-37.	Item D-705, Underdrain system (including piping, fittings, protective sleeve, cleanouts, backfill, and restoration of trench)	LF	8,700	\$ 39. <sup>00</sup>	\$ 339,300. <sup>00</sup>
A3-38.	Item D-705, Tie into electrical system	EA	8	\$ 550. <sup>00</sup>	\$ 4,400. <sup>00</sup>
A3-39.	Item T-901, Soil Preparation, Seeding and Fertilizing	AC	27	\$ 2,500. <sup>00</sup>	\$ 67,500. <sup>00</sup>
A3-40.	Item L-868, Base Can for future centerline light, including connection to new grounding rod and existing ground wire	EA	1	\$ 1,900. <sup>00</sup>	\$ 1,900. <sup>00</sup>
A3-41.	Item MC, Nonwoven Geotextile Interlayer	SY	50,270	\$ 2. <sup>80</sup>	\$ 140,756. <sup>00</sup>

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

ADDENDUM NO. 2

Bidders's Initial ED

**REVISED**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	(including anchors)				
A3-42.	Item MC, Pavement patch / pothole repair	SY	250	\$ 55. <sup>00</sup>	\$ 13,750. <sup>00</sup>
A3-43.	Item MC, Pavement Sensor	LS	1	\$ 15,000. <sup>00</sup>	\$ 15,000. <sup>00</sup>
A3-44.	Item MC, Miscellaneous Electrical for Taxiway Lights and Signs	LS	1	\$ 8,000. <sup>00</sup>	\$ 8,000. <sup>00</sup>
A3-45.	Item, L-850 Fixture, including new L-830-6 (200W) Transformer and transformer support, on new L-868 Base Can including connection to new grounding rod and existing ground wire	EA	8	\$ 4,000. <sup>00</sup>	\$ 32,000. <sup>00</sup>
<b>TOTAL ALTERNATE 3, ITEMS A3-1 – A3-45</b>					
<b>MATERIALS</b>				\$ 5,880,646. <sup>00</sup>	
<b>LABOR</b>				\$ 5,244,062. <sup>50</sup>	
<b>TOTAL BID ITEMS A3-1 – A3-45</b>				\$ 11,124,702. <sup>50</sup>	

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

ADDENDUM NO. 2

Bidders's Initial ep

14

**REVISED**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE \$	EXTENDED AMOUNT \$
<b>ALTERNATE 4 – REPLACE HIRL's</b>					
A4-1.	Item P-140, Contractor Mobilization (8%)	LS	1	\$ 10,000. <sup>00</sup>	\$ 10,000. <sup>00</sup>
A4-2.	Item L-862, Replace existing HIRL with New 120W HIRL RWY Edge fixture, transformer, and base plate with grounding lug	EA	100	\$ 560. <sup>00</sup>	\$ 56,000. <sup>00</sup>
A4-3.	Item L-862, Replace L-862 Threshold fixture with new 200W L-862 Threshold fixture, transformer, and base plate with grounding lug on existing L-867 Base Can.	EA	8	\$ 560. <sup>00</sup>	\$ 4,480. <sup>00</sup>
A4-4.	Item L-850, Replace existing L-850 fixture with New L-850 RWY fixture, including transformer(s)	EA	12	\$ 1,350. <sup>00</sup>	\$ 16,200. <sup>00</sup>
A4-5.	Item L-108, #8, Type C, 5KV cable installed in duct	LF	30,550	\$ 1. <sup>40</sup>	\$ 42,770. <sup>00</sup>
A4-6.	Item L-108, Non-metallic Saddle Cable Rack	EA	30	\$ 130. <sup>00</sup>	\$ 3,900. <sup>00</sup>
<b>TOTAL ALTERNATE 4, ITEMS A4-1 – A4-6</b>					
<b>MATERIALS</b>		\$ 78,000. <sup>00</sup>			
<b>LABOR</b>		\$ 55,350. <sup>00</sup>			
<b>TOTAL BID ITEMS A4-1 – A4-6</b>		\$ 133,350. <sup>00</sup>			

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

**REVISED**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE \$	EXTENDED AMOUNT \$
<b>ALTERNATE 5 – RUNWAY SAFETY AREA GRADING</b>					
A5-1.	Item P-140, Contractor Mobilization (8%)	LS	1	\$ 160,000. <sup>00</sup>	\$ 160,000. <sup>00</sup>
A5-2.	Item P-152, Excavation	CY	33,190	\$ 17. <sup>50</sup>	\$ 580,825. <sup>00</sup>
A5-3.	Item P-152, Embankment	CY	17,410	\$ 5. <sup>75</sup>	\$ 100,107. <sup>50</sup>
A5-4.	Item P-152, Grading and Topsoil in Unpaved Areas	SY	357,060	\$ 4. <sup>00</sup>	\$ 1,428,240. <sup>00</sup>
A5-5.	Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control	LS	1	\$ 15,000. <sup>00</sup>	\$ 15,000. <sup>00</sup>
A5-6.	Item T-901, Soil Preparation, compost, seeding and fertilizing	AC	74	\$ 4,500. <sup>00</sup>	\$ 333,000. <sup>00</sup>
A5-7.	Item T-904, Sodding, Soil Preparation and Fertilizing	SY	9,030	\$ 10. <sup>00</sup>	\$ 90,300. <sup>00</sup>
A5-8.	Item MC, Taxiway Crossing and FOD Control	LS	1	\$ 150,000. <sup>00</sup>	\$ 150,000. <sup>00</sup>
<b>TOTAL ALTERNATE 5, ITEMS A5-1 – A5-8</b>					
<b>MATERIALS</b>				\$ 775,000. <sup>00</sup>	
<b>LABOR</b>				\$ 2,082,472. <sup>50</sup>	
<b>TOTAL BID ITEMS A5-1 – A5-8</b>				\$ 2,857,472. <sup>50</sup>	

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

## REVISED

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **complete** the project as summarized below, and as stipulated in the specifications and other contract documents.

	<b>Calendar Days</b>	
	Substantial Completion	Final Completion
Base Bid	185	200
Alternate 1	165	180
Alternate 2	225	240
Alternate 3	235	250
Alternate 4	Within Alternate 3	Within Alternate 3
Alternate 5	Within Alternate 3	Within Alternate 3

Bidder hereby further agrees to pay to Owner as liquidated damages for each calendar day in excess of the time set forth in the general conditions of the contract documents, the following sum of allowed construction time with liquidated damages:

<b>Schedule</b>	<b>Liquidated Damages Cost</b>	<b>Allowed Construction Time</b>
<b>BASE BID</b>		
Base-Ph1	\$3,780.00	10 calendar days
Base-Ph2	N/A	168 calendar days
Base-Ph3	\$3,780.00	7 calendar days
Substantial Completion	\$2,500.00	185 calendar days
Final Completion	\$2,500.00	15 calendar days following Substantial Completion or a total of 200 calendar days
<b>ALTERNATE 1</b>		
A1-Ph1	\$3,780.00	10 calendar days
A1-Ph2	N/A	148 calendar days
A1-Ph3	\$3,780.00	7
Substantial Completion	\$2,500.00	165 calendar days
Final Completion	\$2,500.00	180 calendar days
<b>ALTERNATE 2</b>		
A2-Ph1	\$3,780.00	10 calendar days
A2-Ph2	N/A	208 calendar days
A2-Ph3	\$3,780.00	7
Substantial Completion	\$2,500.00	225 calendar days
Final Completion	\$2,500.00	240 calendar days
<b>ALTERNATE 3</b>		
Substantial Completion	\$6,280.00	235 calendar days
Final Completion	\$6,280.00	250 calendar days
ALTERNATE 4	N/A	45 calendar days
ALTERNATE 5	N/A	60 calendar days

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

*KB*

**REVISED**

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **NINETY (90)** calendar days after the scheduled closing time for receiving bids.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid; as provided in the contract documents.

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that bidder will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) business days after notice of award of the contract to him.

K.P.



**REVISED**

Enclosed with this bid is a Cashier's Check or Certified Check for \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) or a Bid Bond in the sum of Five Percent of total bid \_\_\_\_\_ Dollars (\$ 5% \_\_\_\_\_), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

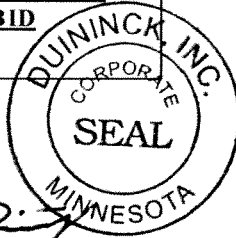
Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Bidders.

Pursuant to Texas Local Government Code 252.043(a), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. **THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.**

(Seal if Bidder is a Corporation)

ATTEST: Trevor Duininck

Secretary



Date: June 26, 2014

Authorized Signature

Ryan Duininck, Vice President  
(Printed or Typed Name)

Duininck, Inc.

Company

4701 North Highway 377

Address

Roanoke, Denton

City, County

Texas, 76262

State Zip Code

Telephone: 817 - 491-0946

Fax: 817 - 491-9528

**FEDERAL TAX ID or SOCIAL SECURITY No.**

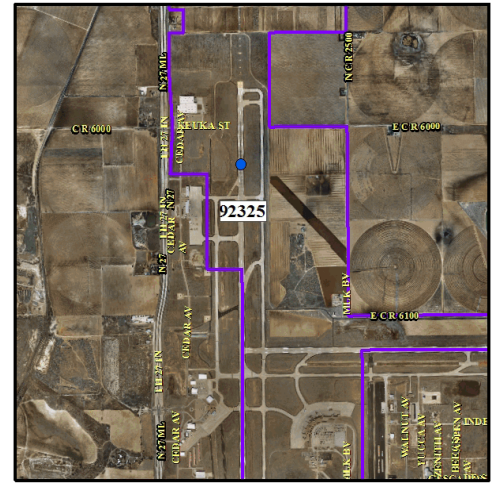
41-1552654

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 6/13/14  
Addenda No. 2 Date 6/20/14  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

M/WBE Firm:

<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<input type="checkbox"/>	Other (Specify)

*Managing Department* **Aviation Oper - Field Maint***Project Manager* **Kelly Campbell***Project Classification* **Upgrade/Major Maintenance***Project Status* **Approved***Project Scope*

Phase II of the rehabilitation of the airport's primary runway including construction observation services, surveying and testing fees, and construction services.

*Project Justification*

Portions of the pavement surfaces on Runway 17R/35L are more than 30 years old and showing signs of fatigue. Runway 17R/35L must be maintained to meet FAA regulations and avoid disruption to air service.

*Project History*

\$26,522,369 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Construction	26,522,369	0	0	0	0	0	0	26,522,369
<b>Total Project Appropriation</b>	26,522,369	0	0	0	0	0	0	26,522,369

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Federal Grant Funding	23,870,132	0	0	0	0	0	0	23,870,132
FY 2011 PFC Revenue CO's	13,791	0	0	0	0	0	0	13,791
FY 2014 PFC Revenue CO's	2,638,446	0	0	0	0	0	0	2,638,446
<b>Total Funding Sources</b>	26,522,369	0	0	0	0	0	0	26,522,369



## Regular City Council Meeting

7. 11.

Meeting Date: 09/25/2014

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### Information

#### Agenda Item

**Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Amendment 13 to the Architectural and Engineering Agreement 9002 between the City of Lubbock and Parkhill, Smith & Cooper (PSC), Inc. for the LBB Runway 17R-35L Improvement Project.

#### Item Summary

This contract amendment modifies the scope of the professional services included in the original Architecture and Engineering Agreement dated January 14, 2010.

PSC proposes to provide construction administration and resident project representative (RPR) services for the LBB Runway 17R-35L Improvement Project. They will prepare monthly pay applications, conduct bi-weekly progress meetings, consult with the contractor and airport throughout the project, prepare Federal Aviation Administration (FAA) grant reimbursement forms, submit FAA-required progress updates, review submittals, coordinate the efforts of the Resident Project Representative (RPR) and other related duties.

The project is broken down into a Base Bid and five alternates.

#### Base Bid - \$733,940

Limits extend from just north of Taxiway A to north side of Taxiway V. Total length of Base Bid work is 2,075 feet temporarily relocating Runway 17R threshold and will have 6,448 feet of usable runway. Time to final completion is 200 calendar days. Scope includes full-depth reconstruction of outboard 50 feet of runway on both sides of the centerline, asphalt shoulder rehabilitation, installation of edge drain system, marking of runway, joint seal of keel section, crack seal and spall repair in keel section, and demolition of Taxiway A.

#### Alternate 1 - \$658,640

Limits extend from 17R threshold to just north of Taxiway A. Total length of Alternate 1 work is 1,925 feet temporarily relocating Runway 17R threshold and will have 8,498 feet of usable runway. Time to final completion is 180 calendar days. Scope includes full-depth reconstruction of outboard 50 feet of runway on both sides of the centerline, asphalt shoulder rehabilitation, installation of edge drain system, marking of runway, joint seal of keel section, crack seal and spall repair in keel section, and widening of 17R blast pad.

#### Alternate 2 - \$913,930

Limits extend from south side of Taxiway J to 35L threshold. Total length of Alternate 2 work is 3,275 feet temporarily relocating Runway 35R threshold and will have 7,178 feet of usable runway. Time to final completion is 240 calendar days. Scope includes full-depth reconstruction of outboard 50 feet of runway on both sides of the centerline, asphalt shoulder rehabilitation, installation of edge drain system, marking of runway, joint seal of keel section, crack seal and spall repair in keel section, and widening of 35L blast pad.

#### Alternate 3 (3– 5 combined - \$1,061,700)

Limits extend from north side of Taxiway V to south side of Taxiway J. Total length of Alternate 3 work is 4,225 feet. Runway 17R-35L will be closed during Alternate 3 work. Time to final completion is 250 calendar days.

Scope includes full-depth reconstruction of outboard 50 feet of runway on both sides of the centerline, asphalt shoulder rehabilitation, installation of edge drain system, marking of runway, joint seal of keel section, and crack seal and spall repair in keel section.

#### Alternate 4

Alternate 4 includes replacement of threshold lights and all high intensity edge lights along the full length of Runway 17R-35L. Scope also includes replacement of cable, including homerun to electrical vault. Time to final completion is 45 calendar days, and this work is to be performed anytime within the 250 calendar day runway closure for Alternate 3.

#### Alternate 5

Alternate 5 includes excavation, embankment, grading and seeding in Runway 17R-35L safety area to bring safety area up to current FAA standard. Time to final completion is 60 calendar days, and this work is to be performed anytime within the 250 calendar day runway closure for Alternate 3.

Staff recommends approval of \$3,368,210 for the base bid and all alternates for construction administration and RPR services.

#### **Fiscal Impact**

\$26,522,369 is appropriated in Capital Improvement Project 92325, Runway 17R/35L Construction Phase II, with \$3,368,210 available for this purpose.

#### **Staff/Board Recommending**

Kelly Campbell, Executive Director of Aviation  
Airport Advisory Board

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#### **Attachments**

Resolution & Amendment - Parkhill, Smith & Cooper

CIP Detail

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**RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 13 to that certain Agreement for Professional Services, by and between the City of Lubbock and Parkhill, Smith & Cooper, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

*Karen Williams*  
\_\_\_\_\_  
for Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

*Mitchell Salterwhite*  
\_\_\_\_\_  
Mitchell Salterwhite, First Assistant City Attorney

RES.Amend #13 Agrmt-PS&C  
9.12.14



July 25, 2014

Ms. Kelly Campbell, A.A.E.  
Director of Aviation  
Lubbock Preston Smith International Airport  
Administration Office, 2nd Floor  
5401 N. Martin Luther King Jr. Blvd., Unit 389  
Lubbock, Texas 79403

Re: **Amendment No. 13** to Agreement for Professional Services,  
Construction Phase Services for **LBB Runway 17R-35L**

Dear Ms. Campbell:

As requested, we have prepared Amendment No. 13 for construction phase services related to the LBB Runway 17R-35L project. Refer to the detailed fee sheets attached for an itemization of the scope of services. Our fee is structured to align with the construction packages, including Base Bid and Alternates 1-5, so that the appropriate professional services can be awarded to align with the awarded construction contract. The contract amendment modifies the scope of professional services included in our original agreement dated January 14, 2010.

#### **BASE BID**

The scope of professional services to be provided aligns with the allotted BASE BID time of **200 calendar days to final completion**. Professional services required in excess of 200 calendar days shall be considered Additional Services and paid for according to Agreement for Engineering Services Exhibit A, A2.01 (18) and Exhibit B, B4.02.

Task 5CON - Lump Sum Fee for Construction Administrative Services (PSC )	\$169,540
Task 6RPR - Hourly Rate Fee w/ NTE amount for Project Resident Project Representative (RPR) Services (PSC )	\$280,000
Task 7CLO - Lump Sum Fee for Project Closeout Services (PSC)	\$36,900
Task 9SSC - Reimbursable Fee with NTE Amount for Subconsultant Services (Electrical, Paving, Surveying, Testing, AGIS)	\$247,500
<b>TOTAL BASE BID</b>	<b>\$733,940</b>

**ALTERNATE 1**

The scope of professional services to be provided aligns with the allotted ALTERNATE 1 time of **180 calendar days to final completion**. Professional services required in excess of 180 calendar days shall be considered Additional Services and paid for according to Agreement for Engineering Services Exhibit A, A2.01 (18) and Exhibit B, B4.02.

Task 5CON - Lump Sum Fee for Construction Administrative Services (PSC )	\$145,160
Task 6RPR – Hourly Rate Fee w/ NTE amount for Project Resident Project Representative (RPR) Services (PSC)	\$270,270
Task 7CLO - Lump Sum Fee for Project Closeout Services (PSC)	\$23,760
Task 9SSC - Reimbursable Fee with NTE Amount for Subconsultant Services (Electrical, Paving, Surveying, Testing, AGIS)	\$219,450
<b>TOTAL ALTERNATE 1</b>	<b>\$658,640</b>

**ALTERNATE 2**

The scope of professional services to be provided aligns with the allotted ALTERNATE 2 time of **240 calendar days to final completion**. Professional services required in excess of 240 calendar days shall be considered Additional Services and paid for according to Agreement for Engineering Services Exhibit A, A2.01 (18) and Exhibit B, B4.02.

Task 5CON - Lump Sum Fee for Construction Administrative Services (PSC )	\$206,520
Task 6RPR – Hourly Rate Fee w/ NTE amount for Project Resident Project Representative (RPR) Services (PSC)	\$378,830
Task 7CLO - Lump Sum Fee for Project Closeout Services (PSC)	\$25,460
Task 9SSC - Reimbursable Fee with NTE Amount for Subconsultant Services (Electrical, Paving, Surveying, Testing, AGIS)	\$303,120
<b>TOTAL ALTERNATE 2</b>	<b>\$913,930</b>



**ALTERNATES 3-5**

The scope of professional services to be provided aligns with the allotted ALTERNATE 3 time of **250 calendar days to final completion**. ALTERNATE 4 (45 calendar days) and ALTERNATE 5 (60 calendar days) are specified to occur concurrent with ALTERNATE 3, therefore, professional services for all three alternates are included in ALTERNATE 3. Professional services required in excess of 250 calendar days shall be considered Additional Services and paid for according to Agreement for Engineering Services Exhibit A, A2.01 (18) and Exhibit B, B4.02.

Task 5CON - Lump Sum Fee for Construction Administrative Services (PSC )	\$214,530
Task 6RPR – Hourly Rate Fee w/ NTE amount for Project Resident Project Representative (RPR) Services (PSC)	\$399,970
Task 7CLO - Lump Sum Fee for Project Closeout Services (PSC)	\$29,060
Task 9SSC - Reimbursable Fee with NTE Amount for Subconsultant Services (Electrical, Paving, Surveying, Testing, AGIS)	\$418,140
<b>TOTAL ALTERNATES 3-5</b>	<b>\$1,061,700</b>

**SUMMARY OF APPROVED SERVICES** (to be initialed by the Director of Aviation)

<b>PROFESSIONAL SERVICES</b>	<b>APPROVED (YES)</b>	<b>APPROVED (NO)</b>
Base Bid		
Alternate 1		
Alternate 2		
Alternates 3-5		

The following is a summary of Professional Services Fee associated with awarded items above:

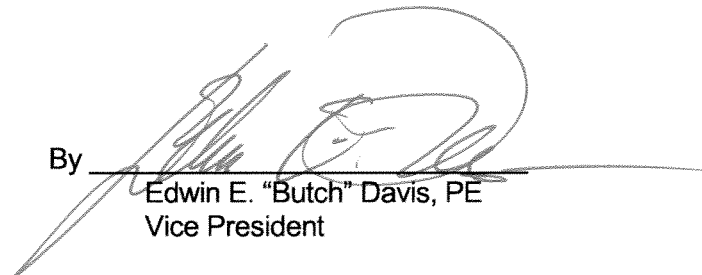
TASK 5CON TOTAL (sum and write in total approved amount)	\$ _____
TASK 6RPR TOTAL (sum and write in total approved amount)	\$ _____
TASK 7CLO TOTAL (sum and write in total approved amount)	\$ _____
<u>TASK 9SSC TOTAL</u> (sum and write in total approved amount)	\$ _____
<b>TOTAL PROFESSIONAL SERVICES APPROVED</b>	<b>\$ _____</b>

We propose to modify the agreement between the City of Lubbock and Parkhill, Smith & Cooper, Inc. dated January 14, 2010 and to provide the approved Task 5, 6, 7 and 9 services under the provisions of EXHIBIT B - PAYMENTS TO THE ENGINEER, PARAGRAPH B4.01 of the contract, and any necessary additional services will be provided according to EXHIBIT B - PAYMENTS TO THE ENGINEER, PARAGRAPH B4.02. Compensation for Tasks 5, 6, 7 and 9 Services shall not exceed the total above without Owner's written approval.

If the terms of this amendment are agreeable to you, please sign and return one copy of this letter to our office. We will take receipt of this signed letter as our notice to proceed with these services. We look forward to working with you in completing this project. If you have any questions please call either Mark Haberer or John Hamilton.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By   
Edwin E. "Butch" Davis, PE  
Vice President

Accepted by:

CITY OF LUBBOCK

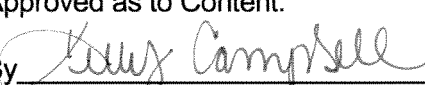
By \_\_\_\_\_  
Glen Robertson  
Mayor

Attest

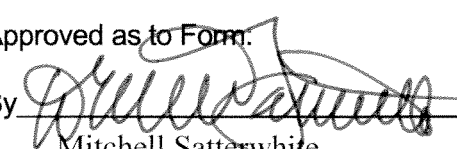
By \_\_\_\_\_  
Rebecca Garza  
City Secretary

IN TRIPLICATE

Approved as to Content:

By   
Kelly Campbell, A.A.E.  
Director of Aviation

Approved as to Form:

By   
Mitchell Satterwhite  
First Assistant City Attorney

MDH/lf  
Enclosures

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET**

LOCATION CODE: 01  
PROJECT NAME: LBB Runway 17R-35L Base Bid  
JOB NO.: 01-2720-14  
TASK: 5CON  
DATE: 07/25/14



FEE TYPE: Lump Sum

PREPARED BY:

PRINCIPAL: MDH  
PROJ. MANAGER: MDH

OVERHEAD RATE: \_\_\_\_\_  
PROFIT ON LABOR: \_\_\_\_\_  
PROFIT ON REIMB: 15.00%  
PROFIT ON DIRECTS: 15.00%

TOTAL FEE:	<u>\$169,540</u>	LABOR:	<u>\$165,111</u>
LABOR:	<u>\$165,111</u>	DIRECTS:	<u>\$4,428</u>
OVERHEAD:	_____	SUBTOTAL:	<u>\$169,540</u>
REIMB. CONSULTANTS:	_____	REIMB. FEE:	_____
REIMB. EXPENSES:	_____		
DIRECT CONSULTANTS:	_____		
DIRECT EXPENSES:	<u>\$3,851</u>	TOTAL FEE:	<u>\$169,540</u>

**LABOR BUDGETS:**

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	394	\$73,284
03	Engineer	415	\$56,855
07	Engineer in Training	160	\$18,400
14	CADD Operator	28	\$2,128
17	CADD Operator	4	\$336
18	Bookkeeper	181	\$181
10	Clerical/PASS	8	\$8

FEE ESTIMATING SHEET		PROJECT:	LBB Runway 17R-35L Base Bid		JOB NO.:	01-2720-14		TASK:	5CON	
SALARY		CATEGORY OF PERSONNEL RATE PER HOUR								
TASK		FP 01	ENG 03	EIT 07	CADD 14	BOOKKEEP 17	CLERICAL 18	A/E STUD 10		
	Trips	\$186.00	\$137.00	\$115.00	\$76.00	\$84.00	\$76.00	\$44.00	TOTAL	
<u>CONSTRUCTION PHASE (200 calendar days to Final Completion)</u>										
Conduct Preconstruction Conference, issue minutes	1	3	3				3		9	
Coordinate with Air Carriers, Cargo Carrier, ATCT and other stakeholders	1	2	2				1		5	
Coordinate subconsultants	4	22	24						46	
Review submittals		8	40	24			40		112	
Site visits @ 3/wk and 2hrs/ea (29 weeks total)	87	76	70	34					180	
Bi-weekly progress meetings (including pre-pave)	14	48	28				40		116	
Coord. with RPR, Contractor and Owner	8	88	120	40					248	
Review test reports and field data		22	40	16					78	
Respond to RFI's (assume 2/month)		22	28	16	16		26		110	
Prepare change orders (assume 3 for project)		12	12	6	12		6		48	
Monthly contractor pay requests including final (8 total)		22	24	8			24		78	
Review monthly DBE summary, wage rates, weather days, etc.		14	8				16	8	46	
Prepare and submit weekly FAA report		21					15		36	
Final inspection and prepare punch list	2	30	16	16			8		70	
Prepare stmts. (8 @ 1 hr. each		4				4			8	
BUDGET SUBTOTALS:	HOURS/ Trips - 117	394	415	160	28	4	181	8	1190	
	SALARY	\$73,284	\$56,855	\$18,400	\$2,128	\$336	\$13,756	\$352	\$165,111	

FEE ESTIMATING SHEET		PROJECT:	LBB Runway 17R-35L Base Bid		JOB NO.:	01-2720-14		TASK:	5CON	
DIRECTS										
DIRECT CONSULTANT COSTS										SUBTOTAL
611 Structural Consultant										
612 Mech/Elec Consultant										
613 Environ/Civil Consultant										
614 Architectural Consultant										
615 Testing Consultant										
616 Surveying Consultant										
618 Other Consultant										
TOTAL DIRECT CONSULTANTS										
DIRECT EXPENSES										
621 Travel										
Motel	Days @	Men @	/Manday	=						
Air Travel	Air Fare @	Men @	/Man	=						
Parking	Days @	/Day		=						
Car Rental	Days @	/Day		=						
Gasoline (Rentals)	Days @	/Day		=						
Mileage	40 Miles @	\$0.560 @	117 Trips	=					\$2,620.80	
SUBTOTAL										\$2,621
622 Reproductions										
Blackline Prints										
34" x 22"	Shts @	\$2.25 /Sht @	Sets =							
36" x 24"	Shts @	\$2.55 /Sht @	Sets =							
42" x 30	Shts @	\$3.00 /Sht @	Sets =							
Other	sf @	\$0.35 /sf @	Sets =							
Printing:										
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =							
8-1/2" x 11" B&W	500 Originals @	\$0.08 /Sht @	1 Sets =						\$40.00	
8-1/2" x 11" Color	300 Originals @	\$0.50 /Sht @	1 Sets =						\$150.00	
11" x 17" B&W	100 Originals @	\$0.16 /Sht @	1 Sets =						\$16.00	
11" x 17" Color	100 Originals @	\$1.00 /Sht @	1 Sets =						\$100.00	
Binding Cost	Sets @	\$2.00 /Set	=							
Laminating	Shts @	\$2.00 /Sht	=							
Scan to file										
Burn to CD/DVD	CD/DVD @	\$13.50 /each	=							
Scan Specs	Originals @	\$0.15 /Sht	=							
Scan Drawings	Originals @	\$1.50 /Sht	=							
SUBTOTAL										\$306
623 Models/Renderings/Photos										
	Shots @	\$1.50 /Shot								
624 Telephone										
100 Calls @	\$3.00 /Call								\$300	
625 Meals										
Days @	Men @	\$15.00 /Manday								
626 Field Supplies										
628 Postage										
20 Mailings @	\$20.00 /Mailing								\$400	
629 Publications										
630 Misc Reimbursable Exp										
631 Fax										
Pages @										
632 Temporary Personnel										
633 Drafting Supplies										
634 Office Supplies										
635 CADD										
28 Hours @	\$8.00 /Hour								\$224	
636 Field Equip Rental										
636 Interior Design Items										
647 Computer Supplies										
TOTAL DIRECT EXPENSES										\$3,851

# PARKHILL, SMITH & COOPER, INC.

## PROJECT BUDGET SHEET

LOCATION CODE: 01  
 PROJECT NAME: LBB Runway 17R-35L Base Bid  
 JOB NO.: 01-2720-14  
 TASK: 6RPR  
 DATE: 07/25/14



FEE TYPE: Hourly Rate w/Max  
 PREPARED BY: MDH  
 PRINCIPAL: MDH  
 PROJ. MANAGER: MDH  
 OVERHEAD RATE: \_\_\_\_\_  
 PROFIT ON LABOR: \_\_\_\_\_  
 PROFIT ON REIMB: 15.00%  
 PROFIT ON DIRECTS: 15.00%

TOTAL FEE: \$280,000  
 LABOR: \$ 269,260.00  
 OVERHEAD: \_\_\_\_\_  
 REIMB. CONSULTANTS: \_\_\_\_\_  
 REIMB. EXPENSES: \$9,341  
 DIRECT CONSULTANTS: \_\_\_\_\_  
 DIRECT EXPENSES: \_\_\_\_\_

LABOR: \$269,260  
 DIRECTS: \_\_\_\_\_  
 SUBTOTAL: \$269,258  
 REIMB. FEE: \$10,742  
 TOTAL FEE: \$280,000

### LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal		
03	Engineer		
03	Engineer		
03	Engineer		
03	Engineer		
11	Resident Project Representative	2,280	\$243,960
10	A/E Student	575	\$25,300

FEE ESTIMATING SHEET		PROJECT:		LBB Runway 17R-35L Base Bid		JOB NO.:		01-2720-14		TASK:		6RPR															
SALARY														CATEGORY OF PERSONNEL RATE PER HOUR													
TASK				Trips		FP		ENG		ENG		ENG		ENG		RPR		A/E STUD		TOTAL							
						01		03		03		03		03		11		10									
																\$107.00		\$44.00									
CONSTRUCTION PHASE (200 calendar days to final completion)																											
Pre-project preparation, etc (15 days @ 8hr/day)																120				120							
RPR Full Time from NTP through Final Completion @ 9hrs/day				200												1800				1,800							
2nd RPR during Daytime HMA and Concrete Paving (assume 20 days @ 10hr/day)				20												200				200							
2 RPR's for nighttime concrete placement (assume 10 nights @ 8hr/night)				20												160				160							
Data Collection, Record Keeping, Reporting for RPR (4hrs/day)																		575		575							
BUDGET SUBTOTALS:				HOURS/ Trips - 240												2280		575		2850							
				SALARY												\$243,960		\$25,300		\$269,260							



FEE ESTIMATING SHEET		PROJECT: LBB Runway 17R-35L Base		JOB NO.: 01-2720-14		TASK: 6RPR	
REIMBURSABLES							
REIMBURSABLE CONSULTANT COSTS							SUBTOTAL
511 Structural Consultant							
512 Mech/Elec Consultant							
513 Environ/Civil Consultant							
514 Architectural Consultant							
515 Testing Consultant							
516 Surveying Consultant							
518 Other Consultant							
TOTAL REIMBURSABLE CONSULTANTS							
REIMBURSABLE EXPENSES							
521 Travel							
Motel	Days @	Men @	/Manday	=			
Air Travel	Air Fare @	Men @	/Man	=			
Parking	Days @	/Day		=			
Car Rental	Days @	/Day		=			
Mileage	60 Miles @	\$0.560 @	240 Trips	=	\$8,064.00		
SUBTOTAL							\$8,064
522 Reproductions							
Blackline Prints							
34" x 22"	Shts @	\$2.25 /Sht @	Sets =				
36" x 24"	Shts @	\$2.55 /Sht @	Sets =				
42" x 30	Shts @	\$3.00 /Sht @	Sets =				
Other	sf @	\$0.35 /sf @	Sets =				
Printing:							
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =				
8-1/2" x 11" B&W	100 Originals @	\$0.08 /Sht @	1 Sets =		\$8.00		
8-1/2" x 11" Color	50 Originals @	\$0.50 /Sht @	1 Sets =		\$25.00		
11" x 17" B&W	25 Originals @	\$0.16 /Sht @	1 Sets =		\$4.00		
11" x 17" Color	25 Originals @	\$1.00 /Sht @	1 Sets =		\$25.00		
Binding Cost	Sets @	\$2.00 /Set	=				
Laminating	Shts @	\$2.00 /Sht	=				
Scan to file							
Burn to CD/DVD	CD/DVD @	\$13.50 /each	=				
Scan Specs	Originals @	\$0.15 /Sht	=				
Scan Drawings	Originals @	\$1.50 /Sht	=				
SUBTOTAL							\$62
523 Models/Renderings/Photos							
	Shots @	/Shot					
524 Telephone							
5 Calls @	\$3.00 /Call						\$15
525 Meals							
Days @	Men @	/Manday					
526 Field Supplies							
528 Postage							
Mailings @	/Mailing						
529 Publications							
530 Misc Reimbursable Exp (cell phone @ 150/month)							\$1,200
531 Fax							
Pages @							
532 Temporary Personnel							
533 Drafting Supplies							
534 Office Supplies							
535 CADD							
2280 Hours @	/Hour						
536 Field Equip Rental							
537 Interior Design Items							
539 NM Gross Receipt Tax							
547 Computer Supplies							
TOTAL REIMBURSABLE EXPENSES							\$9,341

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET**

LOCATION CODE: 01  
 PROJECT NAME: LBB Runway 17R-35L Base Bid  
 JOB NO.: 01-2720-14  
 TASK: 7CLO  
 DATE: 07/25/14



FEE TYPE: Lump Sum  
 PREPARED BY: MDH  
 PRINCIPAL: MDH  
 PROJ. MANAGER: MDH

OVERHEAD RATE: \_\_\_\_\_  
 PROFIT ON LABOR: \_\_\_\_\_  
 PROFIT ON REIMB: 15.00%  
 PROFIT ON DIRECTS: 15.00%

TOTAL FEE:	<u>\$36,900</u>	LABOR:	<u>\$32,800</u>
LABOR:	<u>\$32,800</u>	DIRECTS:	<u>\$4,099</u>
OVERHEAD:	_____	SUBTOTAL:	<u>\$36,900</u>
REIMB. CONSULTANTS:	_____	REIMB. FEE:	_____
REIMB. EXPENSES:	_____		
DIRECT CONSULTANTS:	_____		
DIRECT EXPENSES:	<u>\$3,564</u>	TOTAL FEE:	<u>\$36,900</u>

**LABOR BUDGETS:**

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	36	\$7,672
03	Engineer	56	\$7,672
13	Drafter	56	\$6,440
14	CADD Operator	40	\$3,040
11	Resident Project Representative	24	\$2,568
18	Clerical/PASS	84	\$6,384
10	A/E Student		

FEE ESTIMATING SHEET		PROJECT:	LBB Runway 17R-35L Base Bid		JOB NO.:	01-2720-14		TASK:	7CLO				
SALARY			CATEGORY OF PERSONNEL RATE PER HOUR										
TASK			FP	ENG	EIT	CADD	RPR	CLERICAL	A/E STUD				
			01	03	13	14	11	18	10				
Trips			\$186.00	\$137.00	\$115.00	\$76.00	\$107.00	\$76.00	\$44.00	TOTAL			
<u>CLOSEOUT PHASE</u>													
Project Final Report			16	16	24			80		136			
Record drawings			8	16	24	40				88			
Revise ALP documents (layout drawing only)			(Not required per FAA)										
Update Part 139 Signage and Marking Plan													
Update 5010 Data													
Update Airport Chart/Diagram													
Warranty inspection (1 year following final completion)			1	12	24	8		24	4	72			
BUDGET SUBTOTALS:			HOURS/	Trips -		1	36	56	56	40	24	84	296
			SALARY				\$6,696	\$7,672	\$6,440	\$3,040	\$2,568	\$6,384	\$32,800

FEE ESTIMATING SHEET		PROJECT:		LBB Runway 17R-35L Base Bid		JOB NO.:		01-2720-14		TASK:		7CLO	
DIRECTS													
DIRECT CONSULTANT COSTS												SUBTOTAL	
611 Structural Consultant													
612 Mech/Elec Consultant													
613 Environ/Civil Consultant													
614 Architectural Consultant													
615 Testing Consultant													
616 Surveying Consultant													
618 Other Consultant													
TOTAL DIRECT CONSULTANTS													
DIRECT EXPENSES													
621 Travel													
Motel		Days @		Men @		/Manday		=					
Air Travel		Air Fare @		Men @		/Man		=					
Parking		Days @		/Day				=					
Car Rental		Days @		/Day				=					
Gasoline (Rentals)		Days @		/Day				=					
Mileage		35 Miles @		\$0.560 @		1 Trips		=		\$19.60			
SUBTOTAL												\$20	
622 Reproductions													
Blackline Prints													
34" x 22"		200		Shts @		\$2.25 /Sht @		5 Sets =		\$2,250.00			
36" x 24"				Shts @		\$2.55 /Sht @		Sets =					
42" x 30				Shts @		\$3.25 /Sht @		Sets =					
Other				sf @		\$0.35 /sf @		Sets =					
Printing:													
Set Up Fee				Originals @		\$0.15 /Sht @		Submittals =					
8-1/2" x 11" B&W		500		Originals @		\$0.08 /Sht @		4 Sets =		\$160.00			
8-1/2" x 11" Color		100		Originals @		\$0.50 /Sht @		4 Sets =		\$200.00			
11" x 17" B&W		50		Originals @		\$0.16 /Sht @		4 Sets =		\$32.00			
11" x 17" Color		50		Originals @		\$1.00 /Sht @		4 Sets =		\$200.00			
Binding Cost				Sets @		\$2.00 /Set		=					
Laminating				Shts @		\$2.00 /Sht		=					
Scan to file													
Burn to CD/DVD		5		CD/DVD @		\$13.50 /each		=		\$67.50			
Scan Specs				Originals @		\$0.15 /Sht		=					
Scan Drawings				Originals @		\$1.50 /Sht		=					
SUBTOTAL												\$2,910	
623 Models/Renderings/Photos													
				Shots @		\$1.50 /Shot							
624 Telephone												\$15	
5		Calls @		\$3.00 /Call									
625 Meals													
		Days @		Men @		\$15.00 /Manday							
626 Field Supplies													
628 Postage												\$300	
10		Mailings @		\$30.00 /Mailing									
629 Publications													
630 Misc Reimbursable Exp													
631 Fax													
		Pages @											
632 Temporary Personnel													
633 Drafting Supplies													
634 Office Supplies													
635 CADD												\$320	
40		Hours @		\$8.00 /Hour									
636 Field Equip Rental													
636 Interior Design Items													
647 Computer Supplies													
TOTAL DIRECT EXPENSES												\$3,564	

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET**

LOCATION CODE: 01  
 PROJECT NAME: LBB Runway 17R-35L Base Bid  
 JOB NO.: 01-2720-14  
 TASK: 9SSC  
 DATE: 07/24/14



FEE TYPE: Hourly Rate w/Max  
 PREPARED BY: MDH  
 PRINCIPAL: MDH  
 PROJ. MANAGER: MDH  
 OVERHEAD RATE: \_\_\_\_\_  
 PROFIT ON LABOR: \_\_\_\_\_  
 PROFIT ON REIMB: 15.00%  
 PROFIT ON DIRECTS: 15.00%

TOTAL FEE: <u>\$247,500</u>	LABOR: _____
LABOR: _____	DIRECTS: _____
OVERHEAD: _____	SUBTOTAL: _____
REIMB. CONSULTANTS: <u>\$215,228</u>	
REIMB. EXPENSES: _____	REIMB. FEE: <u>\$247,500</u>
DIRECT CONSULTANTS: _____	
DIRECT EXPENSES: _____	TOTAL FEE: <u>\$247,500</u>

**LABOR BUDGETS:**

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal		
03	Engineer		
03	Engineer		
03	Engineer		
09	Engineering Technician		
14	CADD Operator		
18	Clerical/PASS		

FEE ESTIMATING SHEET		PROJECT: LBB Runway 17R-35L Base Bid		JOB NO.: 01-2720-14		TASK: 9SSC	
REIMBURSABLES							
REIMBURSABLE CONSULTANT COSTS							SUBTOTAL
511 Structural Consultant							
512 Mech/Elec Consultant C.P. Crossno and Associates							\$21,896
513 Environ/Civil Consultant All About Pavements, Inc.							\$19,835
514 Architectural Consultant							
515 Testing Consultant CMT Engineering							\$155,947
516 Surveying Consultant Stevens Surveying							\$17,550
518 Other Consultant Geodetix (NA this package)							
TOTAL REIMBURSABLE CONSULTANTS							\$215,228
REIMBURSABLE EXPENSES							
521 Travel							
Motel	Days @	Men @	/Manday	=			
Air Travel	Air Fare @	Men @	/Man	=			
Parking	Days @	/Day		=			
Car Rental	Days @	/Day		=			
Mileage	Miles @	\$0.500 @	Trips	=			
SUBTOTAL							
522 Reproductions							
247510.2							
34" x 22"	Shts @	\$2.25 /Sht @	Sets	=			
36" x 24"	Shts @	\$2.55 /Sht @	Sets	=			
42" x 30	Shts @	\$3.00 /Sht @	Sets	=			
Other	sf @	\$0.35 /sf @	Sets	=			
Printing:							
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals	=			
8-1/2" x 11" B&W	Originals @	\$0.08 /Sht @	Sets	=			
8-1/2" x 11" Color	Originals @	\$0.50 /Sht @	Sets	=			
11" x 17" B&W	Originals @	\$0.16 /Sht @	Sets	=			
11" x 17" Color	Originals @	\$1.00 /Sht @	Sets	=			
Binding Cost	Sets @	\$2.00 /Set		=			
Laminating	Shts @	-\$1.15 /Sht		=			
Scan to file							
Burn to CD/DVD	CD/DVD @	\$13.50 /each		=			
Scan Specs	Originals @	\$0.15 /Sht		=			
Scan Drawings	Originals @	\$1.50 /Sht		=			
SUBTOTAL							
523 Models/Renderings/Photos							
	Shots @	/Shot					
524 Telephone							
	Calls @	/Call					
525 Meals							
	Days @	Men @	/Manday				
526 Field Supplies							
528 Postage							
	Mailings @	/Mailing					
529 Publications							
530 Misc Reimbursable Exp							
531 Fax							
	Pages @						
532 Temporary Personnel							
533 Drafting Supplies							
534 Office Supplies							
535 CADD							
	Hours @	/Hour					
536 Field Equip Rental							
537 Interior Design Items							
539 NM Gross Receipt Tax							
547 Computer Supplies							
TOTAL REIMBURSABLE EXPENSES							

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET**



LOCATION CODE: 01  
 PROJECT NAME: LBB Runway 17R-35L Alt 1  
 JOB NO.: 01-2720-14  
 TASK: 5CON  
 DATE: 07/25/14

FEE TYPE: Lump Sum  
 PREPARED BY: MDH  
 PRINCIPAL: MDH  
 PROJ. MANAGER: MDH

OVERHEAD RATE: \_\_\_\_\_  
 PROFIT ON LABOR: \_\_\_\_\_  
 PROFIT ON REIMB: 15.00%  
 PROFIT ON DIRECTS: 15.00%

TOTAL FEE: <u>\$145,160</u>	LABOR: <u>\$140,993</u>
LABOR: <u>\$140,993</u>	DIRECTS: <u>\$4,171</u>
OVERHEAD: _____	SUBTOTAL: <u>\$145,160</u>
REIMB. CONSULTANTS: _____	REIMB. FEE: _____
REIMB. EXPENSES: _____	
DIRECT CONSULTANTS: _____	
DIRECT EXPENSES: <u>\$3,627</u>	TOTAL FEE: <u>\$145,160</u>

**LABOR BUDGETS:**

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	295	\$58,115
03	Engineer	327	\$47,415
07	Engineer in Training	153	\$18,666
14	CADD Operator	28	\$2,268
17	CADD Operator	4	\$356
18	Bookkeeper	171	\$171
10	Clerical/PASS	7	\$7



FEE ESTIMATING SHEET		PROJECT:		LBB Runway 17R-35L Alt 1		JOB NO.:		01-2720-14		TASK:		5CON	
SALARY				CATEGORY OF PERSONNEL RATE PER HOUR									
TASK		FP 01	ENG 03	EIT 07	CADD 14	BOOKKEEP 17	CLERICAL 18	A/E STUD 10					
Trips		\$197.00	\$145.00	\$122.00	\$81.00	\$89.00	\$81.00	\$46.00	TOTAL				
<u>CONSTRUCTION PHASE (180 calendar days to Final Completion)</u>													
Conduct Preconstruction Conference, issue minutes		1	5	3			3						11
Coordinate with Air Carriers, Cargo Carrier, ATCT and other stakeholders		1	8	2			1						11
Coordinate subconsultants		4	16	20									36
Review submittals			10	16	16		40						82
Site visits @ 3/wk and 2hrs/ea (26 weeks total)		78	66	54	36								156
Bi-weekly progress meetings (including pre-pave)		13	26	26			52						104
Coord. with RPR, Contractor and Owner		8	52	78	40								170
Review test reports and field data			22	40	16								78
Respond to RFI's (assume 2/month)			16	24	16	16	24						96
Prepare change orders (assume 3 for project)			12	12	6	12	6						48
Monthly contractor pay requests including final (7 total)			14	21	7		14						56
Review monthly DBE summary, wage rates, weather days, etc.			7	7			7		7				28
Prepare and submit weekly FAA report			13				16						29
Final inspection and prepare punch list		2	24	24	16		8						72
Prepare stmts. (7 @ 1 hr. each)			4			4							8
BUDGET SUBTOTALS:		Trips - 107	295	327	153	28	4	171	7				985
		HOURS/ SALARY	\$58,115	\$47,415	\$18,666	\$2,268	\$356	\$13,851	\$322				\$140,993

FEE ESTIMATING SHEET		PROJECT:	LBB Runway 17R-35L Alt 1	JOB NO.:	01-2720-14	TASK:	5CON
<b>DIRECTS</b>							
<b>DIRECT CONSULTANT COSTS</b>							<b>SUBTOTAL</b>
611 Structural Consultant							
612 Mech/Elec Consultant							
613 Environ/Civil Consultant							
614 Architectural Consultant							
615 Testing Consultant							
616 Surveying Consultant							
618 Other Consultant							
<b>TOTAL DIRECT CONSULTANTS</b>							
<b>DIRECT EXPENSES</b>							
621 Travel							
Motel	Days @		Men @	/Manday	=		
Air Travel	Air Fare @		Men @	/Man	=		
Parking	Days @		/Day		=		
Car Rental	Days @		/Day		=		
Gasoline (Rentals)	Days @		/Day		=		
Mileage	40 Miles @	\$0.560	@	107 Trips	=	\$2,396.80	
<b>SUBTOTAL</b>							<b>\$2,397</b>
622 Reproductions							
Blackline Prints							
34" x 22"	Shts @		\$2.25 /Sht @	Sets =			
36" x 24"	Shts @		\$2.55 /Sht @	Sets =			
42" x 30	Shts @		\$3.00 /Sht @	Sets =			
Other	sf @		\$0.35 /sf @	Sets =			
Printing:							
Set Up Fee	Originals @		\$0.15 /Sht @	Submittals =			
8-1/2" x 11" B&W	500 Originals @		\$0.08 /Sht @	1 Sets =		\$40.00	
8-1/2" x 11" Color	300 Originals @		\$0.50 /Sht @	1 Sets =		\$150.00	
11" x 17" B&W	100 Originals @		\$0.16 /Sht @	1 Sets =		\$16.00	
11" x 17" Color	100 Originals @		\$1.00 /Sht @	1 Sets =		\$100.00	
Binding Cost	Sets @		\$2.00 /Set	=			
Laminating	Shts @		\$2.00 /Sht	=			
Scan to file							
Burn to CD/DVD	CD/DVD @		\$13.50 /each	=			
Scan Specs	Originals @		\$0.15 /Sht	=			
Scan Drawings	Originals @		\$1.50 /Sht	=			
<b>SUBTOTAL</b>							<b>\$306</b>
623 Models/Renderings/Photos							
	Shots @		\$1.50 /Shot				
624 Telephone							
100 Calls @		\$3.00 /Call					\$300
625 Meals							
Days @		Men @	\$15.00 /Manday				
626 Field Supplies							
628 Postage							
20 Mailings @		\$20.00 /Mailing					\$400
629 Publications							
630 Misc Reimbursable Exp							
631 Fax							
Pages @							
632 Temporary Personnel							
633 Drafting Supplies							
634 Office Supplies							
635 CADD							
28 Hours @		\$8.00 /Hour					\$224
636 Field Equip Rental							
636 Interior Design Items							
647 Computer Supplies							
<b>TOTAL DIRECT EXPENSES</b>							<b>\$3,627</b>

# PARKHILL, SMITH & COOPER, INC.

## PROJECT BUDGET SHEET



LOCATION CODE: 01  
 PROJECT NAME: LBB Runway 17R-35L Alternate 1  
 JOB NO.: 01-2720-14  
 TASK: 6RPR  
 DATE: 07/25/14

FEE TYPE: Hourly Rate w/Max  
 PREPARED BY: MDH  
 PRINCIPAL: MDH  
 PROJ. MANAGER: MDH

OVERHEAD RATE: \_\_\_\_\_  
 PROFIT ON LABOR: \_\_\_\_\_  
 PROFIT ON REIMB: 15.00%  
 PROFIT ON DIRECTS: 15.00%

TOTAL FEE: <u>\$270,270</u>	LABOR: <u>\$260,300</u>
LABOR: <u>\$ 260,300</u>	DIRECTS: _____
OVERHEAD: _____	SUBTOTAL: <u>\$260,301</u>
REIMB. CONSULTANTS: _____	
REIMB. EXPENSES: <u>\$8,669</u>	REIMB. FEE: <u>\$9,969</u>
DIRECT CONSULTANTS: _____	
DIRECT EXPENSES: _____	TOTAL FEE: <u>\$270,270</u>

### LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal		
03	Engineer		
03	Engineer		
03	Engineer		
03	Engineer		
11	Resident Project Representative	2,100	\$237,300
10	A/E Student	500	\$23,000

FEE ESTIMATING SHEET		PROJECT:	LBB Runway 17R-35L Alternate 1		JOB NO.:	01-2720-14		TASK:	6RPR	
SALARY			CATEGORY OF PERSONNEL RATE PER HOUR							
TASK			FP	ENG	ENG	ENG	ENG	RPR	A/E STUD	
			01	03	03	03	03	11	10	
Trips			\$113.00						\$46.00	TOTAL
CONSTRUCTION PHASE (180 calendar days to final completion)										
Pre-project preparation, etc (15 days @ 8hr/day)									120	120
RPR Full Time from NTP through Final Completion @ 9hrs/day									1620	1,620
2nd RPR during daytime HMAc and Concrete Paving (assume 20 days @ 10hr/day)									200	200
2 RPR's for nighttime concrete placement (assume 10 nights @ 8hr/night)									160	160
Data Collection, Record Keeping, Reporting for RPR (4hrs/day)									500	500
BUDGET SUBTOTALS:			HOURS/	Trips -	220			2100	500	2600
			SALARY					\$237,300	\$23,000	\$260,300

FEE ESTIMATING SHEET		PROJECT:	LBB Runway 17R-35L Alternate 1	JOB NO.:	01-2720-14	TASK:	6RPR
REIMBURSABLES							
REIMBURSABLE CONSULTANT COSTS							SUBTOTAL
511 Structural Consultant							
512 Mech/Elec Consultant							
513 Environ/Civil Consultant							
514 Architectural Consultant							
515 Testing Consultant							
516 Surveying Consultant							
518 Other Consultant							
TOTAL REIMBURSABLE CONSULTANT							
REIMBURSABLE EXPENSES							
521 Travel							
Motel	Days @	Men @	/Manday	=			
Air Travel	Air Fare @	Men @	/Man	=			
Parking	Days @	/Day		=			
Car Rental	Days @	/Day		=			
Mileage	60 Miles @	\$0.560 @	220 Trips	=	\$7,392.00		
SUBTOTAL							\$7,392
522 Reproductions							
Blackline Prints							
34" x 22"	Shts @	\$2.25 /Sht @	Sets =				
36" x 24"	Shts @	\$2.55 /Sht @	Sets =				
42" x 30"	Shts @	\$3.00 /Sht @	Sets =				
Other	sf @	\$0.35 /sf @	Sets =				
Printing:							
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =				
8-1/2" x 11" B&W	100 Originals @	\$0.08 /Sht @	1 Sets =	\$8.00			
8-1/2" x 11" Color	50 Originals @	\$0.50 /Sht @	1 Sets =	\$25.00			
11" x 17" B&W	25 Originals @	\$0.16 /Sht @	1 Sets =	\$4.00			
11" x 17" Color	25 Originals @	\$1.00 /Sht @	1 Sets =	\$25.00			
Binding Cost							
	Sets @	\$2.00 /Set	=				
	Shts @	\$2.00 /Sht	=				
Scan to file							
Burn to CD/DVD	CD/DVD @	\$13.50 /each	=				
Scan Specs	Originals @	\$0.15 /Sht	=				
Scan Drawings	Originals @	\$1.50 /Sht	=				
SUBTOTAL							\$62
523 Models/Renderings/Photos							
	Shots @	/Shot					
524 Telephone							
5 Calls @	\$3.00 /Call						\$15
525 Meals							
Days @	Men @	/Manday					
526 Field Supplies							
528 Postage							
Mailings @	/Mailing						
529 Publications							
530 Misc Reimbursable Exp (CELL PHONE @150/MONTH)							\$1,200
531 Fax							
Pages @							
532 Temporary Personnel							
533 Drafting Supplies							
534 Office Supplies							
535 CADD							
2100 Hours @	/Hour						
536 Field Equip Rental							
537 Interior Design Items							
539 NM Gross Receipt Tax							
547 Computer Supplies							
TOTAL REIMBURSABLE EXPENSES							\$8,669

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET**

LOCATION CODE: 01  
 PROJECT NAME: LBB Runway 17R-35L Alternate 1  
 JOB NO.: 01-2720-14  
 TASK: 7CLO  
 DATE: 07/25/14



FEE TYPE: Lump Sum  
 PREPARED BY: MDH  
 PRINCIPAL: MDH  
 PROJ. MANAGER: MDH

OVERHEAD RATE: \_\_\_\_\_  
 PROFIT ON LABOR: \_\_\_\_\_  
 PROFIT ON REIMB: 15.00%  
 PROFIT ON DIRECTS: 15.00%

TOTAL FEE:	<u>\$23,760</u>	LABOR:	<u>\$19,658</u>
LABOR:	<u>\$19,658</u>	DIRECTS:	<u>\$4,099</u>
OVERHEAD:	_____	SUBTOTAL:	<u>\$23,756</u>
REIMB. CONSULTANTS:	_____	REIMB. FEE:	_____
REIMB. EXPENSES:	_____		
DIRECT CONSULTANTS:	_____		
DIRECT EXPENSES:	<u>\$3,564</u>	TOTAL FEE:	<u>\$23,760</u>

**LABOR BUDGETS:**

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	16	\$4,640
03	Engineer	32	\$4,640
13	Drafter	28	\$3,416
14	CADD Operator	40	\$3,240
11	Resident Project Representative	16	\$1,808
18	Clerical/PASS	42	\$3,402
10	A/E Student		

FEE ESTIMATING SHEET		PROJECT:	LBB Runway 17R-35L Alternate 1			JOB NO.:	01-2720-14		TASK:	7CLO	
SALARY			CATEGORY OF PERSONNEL RATE PER HOUR								
TASK		Trips	FP	ENG	EIT	CADD	RPR	CLERICAL	A/E STUD	TOTAL	
			01	03	13	14	11	18	10		
		Trips	\$197.00	\$145.00	\$122.00	\$81.00	\$113.00	\$81.00	\$46.00		
<u>CLOSEOUT PHASE</u>											
Project Final Report (accounts for added content to Base Bid, not a separate report)			4	8	8			40		60	
Record drawings			8	16	16	40				80	
Revise ALP documents (layout drawing only)			(Not required per FAA)								
Update Part 139 Signage and Marking Plan			(included in Alternate 3)								
Update 5010 Data			(included in Alternate 3)								
Update Airport Chart/Diagram			(included in Alternate 3)								
Warranty inspection (1 year following final completion)			1	4	8	4		16	2	34	
BUDGET SUBTOTALS:			HOURS/								
			SALARY								
Trips -			1	16	32	28	40	16	42	174	
				\$3,152	\$4,640	\$3,416	\$3,240	\$1,808	\$3,402	\$19,658	



FEE ESTIMATING SHEET		PROJECT:		LBB Runway 17R-35L Alternate 1		JOB NO.: 01-2720-14		TASK:		7CLO	
DIRECTS											
DIRECT CONSULTANT COSTS										SUBTOTAL	
611 Structural Consultant											
612 Mech/Elec Consultant											
613 Environ/Civil Consultant											
614 Architectural Consultant											
615 Testing Consultant											
616 Surveying Consultant											
618 Other Consultant											
TOTAL DIRECT CONSULTANTS											
DIRECT EXPENSES											
621 Travel											
Motel		Days @		Men @		/Manday	=				
Air Travel		Air Fare @		Men @		/Man	=				
Parking		Days @				/Day	=				
Car Rental		Days @				/Day	=				
Gasoline (Rentals)		Days @				/Day	=				
Mileage		35 Miles @		\$0.560	@	1 Trips	=	\$19.60			
SUBTOTAL								\$20			
622 23759.715											
Blackline Prints											
34" x 22"		200	Shts @		\$2.25 /Sht @	5 Sets =		\$2,250.00			
36" x 24"			Shts @		\$2.55 /Sht @	Sets =					
42" x 30			Shts @		\$3.00 /Sht @	Sets =					
Other			sf @		\$0.35 /sf @	Sets =					
Printing:											
Set Up Fee			Originals @		\$0.15 /Sht @	Submittals =					
8-1/2" x 11" B&W		500	Originals @		\$0.08 /Sht @	4 Sets =		\$160.00			
8-1/2" x 11" Color		100	Originals @		\$0.50 /Sht @	4 Sets =		\$200.00			
11" x 17" B&W		50	Originals @		\$0.16 /Sht @	4 Sets =		\$32.00			
11" x 17" Color		50	Originals @		\$1.00 /Sht @	4 Sets =		\$200.00			
Binding Cost			Sets @		\$7.08 /Set	=					
Laminating			Shts @		\$2.00 /Sht	=					
Scan to file											
Burn to CD/DVD		5	CD/DVD @		\$13.50 /each	=		\$67.50			
Scan Specs			Originals @		\$0.15 /Sht	=					
Scan Drawings			Originals @		\$1.50 /Sht	=					
SUBTOTAL								\$2,910			
623 Models/Renderings/Photos											
				Shots @		\$1.50 /Shot					
624 Telephone											
5		Calls @		\$3.00 /Call							
625 Meals											
		Days @		Men @		\$15.00 /Manday					
626 Field Supplies											
628 Postage											
10		Mailings @		\$30.00 /Mailing							
629 Publications											
630 Misc Reimbursable Exp											
631 Fax											
		Pages @									
632 Temporary Personnel											
633 Drafting Supplies											
634 Office Supplies											
635 CADD											
40		Hours @		\$8.00 /Hour							
636 Field Equip Rental											
636 Interior Design Items											
647 Computer Supplies											
TOTAL DIRECT EXPENSES										\$3,564	

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET**

LOCATION CODE: 01  
 PROJECT NAME: LBB Runway 17R-35L Alternate 1  
 JOB NO.: 01-2720-14  
 TASK: 9SSC  
 DATE: 07/25/14



FEE TYPE: Hourly Rate w/Max  
 PREPARED BY: MDH  
 PRINCIPAL: MDH  
 PROJ. MANAGER: MDH

OVERHEAD RATE: \_\_\_\_\_  
 PROFIT ON LABOR: \_\_\_\_\_  
 PROFIT ON REIMB: 15.00%  
 PROFIT ON DIRECTS: 15.00%

TOTAL FEE: <u>\$219,450</u>	LABOR: _____
LABOR: _____	DIRECTS: _____
OVERHEAD: _____	SUBTOTAL: _____
REIMB. CONSULTANTS: <u>\$190,824</u>	
REIMB. EXPENSES: _____	REIMB. FEE: <u>\$219,450</u>
DIRECT CONSULTANTS: _____	
DIRECT EXPENSES: _____	TOTAL FEE: <u>\$219,450</u>

**LABOR BUDGETS:**

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal		
03	Engineer		
03	Engineer		
03	Engineer		
09	Engineering Technician		
14	CADD Operator		
18	Clerical/PASS		

FEE ESTIMATING SHEET		PROJECT:	LBB Runway 17R-35L Alternate 1		JOB NO.:	01-2720-14		TASK:	9SSC		
REIMBURSABLES											
REIMBURSABLE CONSULTANT COSTS										SUBTOTAL	
511 Structural Consultant											
512 Mech/Elec Consultant										C.P. Crossno and Associates	\$21,896
513 Environ/Civil Consultant										All About Pavements, Inc.	\$19,835
514 Architectural Consultant											
515 Testing Consultant										CMT Engineering	\$131,343
516 Surveying Consultant										Stevens Surveying	\$17,750
518 Other Consultant										Geodetix (NA this package)	
TOTAL REIMBURSABLE CONSULTANTS										\$190,824	
REIMBURSABLE EXPENSES											
521 Travel											
Motel		Days @		Men @		/Manday	=				
Air Travel		Air Fare @		Men @		/Man	=				
Parking		Days @				/Day	=				
Car Rental		Days @				/Day	=				
Mileage		Miles @		\$0.500	@	Trips	=				
										SUBTOTAL	
522 Reproductions											
219449.6											
34" x 22"			Shts @		\$2.25 /Sht @		Sets =				
36" x 24"			Shts @		\$2.55 /Sht @		Sets =				
42" x 30			Shts @		\$3.00 /Sht @		Sets =				
Other			sf @		\$0.35 /sf @		Sets =				
Printing:											
Set Up Fee			Originals @		\$0.15 /Sht @		Submittals =				
8-1/2" x 11" B&W			Originals @		\$0.08 /Sht @		Sets =				
8-1/2" x 11" Color			Originals @		\$0.50 /Sht @		Sets =				
11" x 17" B&W			Originals @		\$0.16 /Sht @		Sets =				
11" x 17" Color			Originals @		\$1.00 /Sht @		Sets =				
Binding Cost			Sets @		\$2.00 /Set		=				
Laminating			Shts @		\$2.00 /Sht		=				
Scan to file											
Burn to CD/DVD			CD/DVD @		\$13.50 /each		=				
Scan Specs			Originals @		\$0.15 /Sht		=				
Scan Drawings			Originals @		\$1.50 /Sht		=				
										SUBTOTAL	
523 Models/Renderings/Photos											
				Shots @		/Shot					
524 Telephone											
		Calls @		/Call							
525 Meals											
		Days @		Men @		/Manday					
526 Field Supplies											
528 Postage											
		Mailings @		/Mailing							
529 Publications											
530 Misc Reimbursable Exp											
531 Fax											
		Pages @									
532 Temporary Personnel											
533 Drafting Supplies											
534 Office Supplies											
535 CADD		Hours @		\$8.00 /Hour							
536 Field Equip Rental											
537 Interior Design Items											
539 NM Gross Receipt Tax											
547 Computer Supplies											
TOTAL REIMBURSABLE EXPENSES											

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET**

LOCATION CODE: 01  
PROJECT NAME: LBB Runway 17R-35L Alternate 2  
JOB NO.: 01-2720-14  
TASK: 5CON  
DATE: 07/25/14



FEE TYPE: Lump Sum  
PREPARED BY: MDH  
PRINCIPAL: MDH  
PROJ. MANAGER: MDH

OVERHEAD RATE: \_\_\_\_\_  
PROFIT ON LABOR: \_\_\_\_\_  
PROFIT ON REIMB: 15.00%  
PROFIT ON DIRECTS: 15.00%

TOTAL FEE:	<u>\$206,520</u>	LABOR:	<u>\$201,560</u>
LABOR:	<u>\$201,560</u>	DIRECTS:	<u>\$4,958</u>
OVERHEAD:	_____	SUBTOTAL:	<u>\$206,518</u>
REIMB. CONSULTANTS:	_____	REIMB. FEE:	_____
REIMB. EXPENSES:	_____		
DIRECT CONSULTANTS:	_____		
DIRECT EXPENSES:	<u>\$4,312</u>	TOTAL FEE:	<u>\$206,520</u>

**LABOR BUDGETS:**

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	448	\$93,184
03	Engineer	462	\$71,148
07	Engineer in Training	188	\$24,252
14	CADD Operator	24	\$2,064
17	CADD Operator	5	\$470
18	Bookkeeper	118	\$118
10	Clerical/PASS	6	\$6

FEE ESTIMATING SHEET		PROJECT:	LBB Runway 17R-35L Alternate 2		JOB NO.:	01-2720-14		TASK:	SCON		
SALARY			CATEGORY OF PERSONNEL RATE PER HOUR								
TASK		FP 01	ENG 03	EIT 07	CADD 14	BOOKKEEP 17	CLERICAL 18	A/E STUD 10			
	Trips	\$208.00	\$154.00	\$129.00	\$86.00	\$84.00	\$86.00	\$49.00	TOTAL		
CONSTRUCTION PHASE (240 calendar days to Final Completion)											
Conduct Preconstruction Conference, issue minutes	1	3	3				3		9		
Coordinate with Air Carriers, Cargo Carrier, ATCT and other stakeholders	1	2	2				1		5		
Coordinate subconsultants	4	22	24						46		
Review submittals		15	24	16			4		59		
Site visits @ 3/wk and 2hrs/ea (35 weeks total)	105	81	75	56					212		
Bi-weekly progress meetings (including pre-pave)	18	54	54				36		144		
Coord. with RPR, Contractor and Owner	8	116	140	70					326		
Review test reports and field data		22	40	16					78		
Respond to RFI's (assume 2/month)		18	28	8	8		24		86		
Prepare change orders (assume 3 for project)		12	12	6	16		6	6	58		
Monthly contractor pay requests including final (9 total)		24	27				18		69		
Review monthly DBE summary, wage rates, weather days, etc.		15	9				9		33		
Prepare and submit weekly FAA report		24					9		33		
Final inspection and prepare punch list	2	30	24	16			6		78		
Prepare stmts. (9 @ 1 hr. each)		10				5			15		
BUDGET SUBTOTALS:		Trips - 139		448	462	188	24	5	118	6	1251
HOURS/ SALARY		\$93,184	\$71,148	\$24,252	\$2,064	\$470	\$10,148	\$294	\$201,560		

FEE ESTIMATING SHEET		PROJECT:	LBB Runway 17R-35L Alternate 2	JOB NO.:	01-2720-14	TASK:	5CON
DIRECTS							
DIRECT CONSULTANT COSTS							SUBTOTAL
611 Structural Consultant							
612 Mech/Elec Consultant							
613 Environ/Civil Consultant							
614 Architectural Consultant							
615 Testing Consultant							
616 Surveying Consultant							
618 Other Consultant							
TOTAL DIRECT CONSULTANTS							
DIRECT EXPENSES							
621 Travel							
Motel	Days @		Men @	/Manday	=		
Air Travel	Air Fare @		Men @	/Man	=		
Parking	Days @		/Day	=			
Car Rental	Days @		/Day	=			
Gasoline (Rentals)	Days @		/Day	=			
Mileage	40 Miles @	\$0.560	@	139 Trips	=	\$3,113.60	
SUBTOTAL							\$3,114
622 Reproductions							
Blackline Prints							
34" x 22"	Shts @	\$2.25	/Sht @	Sets =			
36" x 24"	Shts @	\$2.55	/Sht @	Sets =			
42" x 30	Shts @	\$3.00	/Sht @	Sets =			
Other	sf @	\$0.35	/sf @	Sets =			
Printing:							
Set Up Fee	Originals @	\$0.15	/Sht @	Submittals =			
8-1/2" x 11" B&W	500 Originals @	\$0.08	/Sht @	1 Sets =	\$40.00		
8-1/2" x 11" Color	300 Originals @	\$0.50	/Sht @	1 Sets =	\$150.00		
11" x 17" B&W	100 Originals @	\$0.16	/Sht @	1 Sets =	\$16.00		
11" x 17" Color	100 Originals @	\$1.00	/Sht @	1 Sets =	\$100.00		
Binding Cost	Sets @	\$2.00	/Set	=			
Laminating	Shts @	\$2.00	/Sht	=			
Scan to file							
Burn to CD/DVD	CD/DVD @	\$13.50	/each	=			
Scan Specs	Originals @	\$0.15	/Sht	=			
Scan Drawings	Originals @	\$1.50	/Sht	=			
SUBTOTAL							\$306
623 Models/Renderings/Photos	Shots @	\$1.50	/Shot				
624 Telephone	100 Calls @	\$3.00	/Call			\$300	
625 Meals	Days @		Men @	\$15.00 /Manday			
626 Field Supplies							
628 Postage	20 Mailings @	\$20.00	/Mailing			\$400	
629 Publications							
630 Misc Reimbursable Exp							
631 Fax	Pages @						
632 Temporary Personnel							
633 Drafting Supplies							
634 Office Supplies							
635 CADD	24 Hours @	\$8.00	/Hour			\$192	
636 Field Equip Rental							
636 Interior Design Items							
647 Computer Supplies							
TOTAL DIRECT EXPENSES							\$4,312

# PARKHILL, SMITH & COOPER, INC.

## PROJECT BUDGET SHEET



LOCATION CODE: 01  
 PROJECT NAME: LBB Runway 17R-35L Alternate 2  
 JOB NO.: 01-2720-14  
 TASK: 6RPR  
 DATE: 07/25/14

FEE TYPE: Hourly Rate w/Max  
 PREPARED BY: MDH  
 PRINCIPAL: MDH  
 PROJ. MANAGER: MDH

OVERHEAD RATE: \_\_\_\_\_  
 PROFIT ON LABOR: \_\_\_\_\_  
 PROFIT ON REIMB: 15.00%  
 PROFIT ON DIRECTS: 15.00%

TOTAL FEE: <u>\$378,830</u>	LABOR: <u>\$365,965</u>
LABOR: <u>\$ 365,965.00</u>	DIRECTS: _____
OVERHEAD: _____	SUBTOTAL: <u>\$365,963</u>
REIMB. CONSULTANTS: _____	
REIMB. EXPENSES: <u>\$11,189</u>	REIMB. FEE: <u>\$12,867</u>
DIRECT CONSULTANTS: _____	
DIRECT EXPENSES: _____	TOTAL FEE: <u>\$378,830</u>

### LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal		
03	Engineer		
03	Engineer		
03	Engineer		
03	Engineer		
11	Resident Project Representative	2,770	\$332,400
10	A/E Student	685	\$33,565



FEE ESTIMATING SHEET		PROJECT: LBB Runway 17R-35L Alternate 2				JOB NO.: 01-2720-14		TASK: 6RPR	
SALARY					CATEGORY OF PERSONNEL RATE PER HOUR				
TASK		FP	ENG	ENG	ENG	ENG TECHNI	RPR	A/E STUD	TOTAL
		01	03	03	03	03	11	10	
	Trips						\$120.00	\$48.00	
CONSTRUCTION PHASE (240 calendar days to final completion)									
Pre-project preparation, etc (15 days @ 8hr/day)							120		120
RPR Full Time from NTP through Final Completion @ 9hrs/day	240						2160		2,160
2nd RPR during daytime HMAC and Concrete Paving (assume 25 days @ 10hr/day)	25						250		250
2 RPR's for nighttime concrete placement (assume 15 nights @ 8hr/night)	30						240		240
Data Collection, Record Keeping, Reporting for RPR (4hrs/day)								685	685
BUDGET SUBTOTALS:		HOURS/		Trips - 295			2770	685	3455
		SALARY					\$332,400	\$33,565	\$365,965

FEE ESTIMATING SHEET		PROJECT: LBB Runway 17R-35L Alter JOB NO.: 01-2720-14		TASK: 6RPR	
REIMBURSABLES					
REIMBURSABLE CONSULTANT COSTS					SUBTOTAL
511 Structural Consultant					
512 Mech/Elec Consultant					
513 Environ/Civil Consultant					
514 Architectural Consultant					
515 Testing Consultant					
516 Surveying Consultant					
518 Other Consultant					
TOTAL REIMBURSABLE CONSULTANTS					
REIMBURSABLE EXPENSES					
521 Travel					
Motel	Days @	Men @	/Manday	=	
Air Travel	Air Fare @	Men @	/Man	=	
Parking	Days @	/Day		=	
Car Rental	Days @	/Day		=	
Mileage	60 Miles @	\$0.560 @	295 Trips	=	\$9,912.00
SUBTOTAL					\$9,912
522 Reproductions					
Blackline Prints					
34" x 22"	Shts @	\$2.25 /Sht @	Sets =		
36" x 24"	Shts @	\$2.55 /Sht @	Sets =		
42" x 30	Shts @	\$3.00 /Sht @	Sets =		
Other	sf @	\$0.35 /sf @	Sets =		
Printing:					
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =		
8-1/2" x 11" B&W	100 Originals @	\$0.08 /Sht @	1 Sets =	\$8.00	
8-1/2" x 11" Color	50 Originals @	\$0.50 /Sht @	1 Sets =	\$25.00	
11" x 17" B&W	25 Originals @	\$0.16 /Sht @	1 Sets =	\$4.00	
11" x 17" Color	25 Originals @	\$1.00 /Sht @	1 Sets =	\$25.00	
Binding Cost	Sets @	\$2.00 /Set	=		
	Shts @	\$2.00 /Sht	=		
Scan to file					
Burn to CD/DVD	CD/DVD @	\$13.50 /each	=		
Scan Specs	Originals @	\$0.15 /Sht	=		
Scan Drawings	Originals @	\$1.50 /Sht	=		
SUBTOTAL					\$62
523 Models/Renderings/Photos					
	Shots @	/Shot			
524 Telephone					
5 Calls @	\$3.00 /Call				\$15
525 Meals					
Days @	Men @	/Manday			
526 Field Supplies					
528 Postage					
Mailings @	/Mailing				
529 Publications					
530 Misc Reimbursable Exp (cell phone @150/month)					\$1,200
531 Fax					
Pages @					
532 Temporary Personnel					
533 Drafting Supplies					
534 Office Supplies					
535 CADD					
2770 Hours @	/Hour				
536 Field Equip Rental					
537 Interior Design Items					
539 NM Gross Receipt Tax					
547 Computer Supplies					
TOTAL REIMBURSABLE EXPENSES					\$11,189

# PARKHILL, SMITH & COOPER, INC.

## PROJECT BUDGET SHEET



LOCATION CODE: 01  
 PROJECT NAME: LBB Runway 17R-35L Alternate 2  
 JOB NO.: 01-2720-14  
 TASK: 7CLO  
 DATE: 07/25/14  
  
 FEE TYPE: Lump Sum  
 PREPARED BY: MDH  
 PRINCIPAL: MDH  
 PROJ. MANAGER: MDH  
  
 OVERHEAD RATE: \_\_\_\_\_  
 PROFIT ON LABOR: \_\_\_\_\_  
 PROFIT ON REIMB: 15.00%  
 PROFIT ON DIRECTS: 15.00%

TOTAL FEE: <u>\$25,460</u>	LABOR: <u>\$21,356</u>
LABOR: <u>\$21,356</u>	DIRECTS: <u>\$4,099</u>
OVERHEAD: _____	SUBTOTAL: <u>\$25,460</u>
REIMB. CONSULTANTS: _____	
REIMB. EXPENSES: _____	REIMB. FEE: _____
DIRECT CONSULTANTS: _____	
DIRECT EXPENSES: <u>\$3,564</u>	TOTAL FEE: <u>\$25,460</u>

### LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	16	\$4,928
03	Engineer	32	\$4,928
13	Drafter	32	\$4,128
14	CADD Operator	40	\$3,440
11	Resident Project Representative	16	\$1,920
18	Clerical/PASS	42	\$3,612
10	A/E Student		

FEE ESTIMATING SHEET		PROJECT:	LBB Runway 17R-35L Alternate 2				JOB NO.:	01-2720-14		TASK:	7CLO		
SALARY		CATEGORY OF PERSONNEL RATE PER HOUR											
TASK		FP 01	ENG 03	EIT 13	CADD 14	RPR 11	CLERICAL 18	A/E STUD 10					
Trips		\$208.00	\$154.00	\$129.00	\$86.00	\$120.00	\$86.00	\$49.00	TOTAL				
CLOSEOUT PHASE													
Project Final Report (accounts for added content to Base Bid, not a separate report)		4	6	8			40		60				
Record drawings		8	16	16	40				80				
Revise ALP Drawings (layout drawing only)		(Not required per FAA)											
Update Part 139 Signage and Marking Plan		(included in Alternate 3)											
Update 5010 Data		(included in Alternate 3)											
Update Airport Chart/Diagram		(included in Alternate 3)											
Warranty Inspection (1 year following final completion)		4	6	8		16	2		36				
BUDGET SUBTOTALS:		HOURS/		Trips -		1	16	32	32	40	16	42	178
		SALARY					\$3,328	\$4,928	\$4,128	\$3,440	\$1,920	\$3,612	\$21,356

FEE ESTIMATING SHEET		PROJECT:		LBB Runway 17R-35L Alternate 2		JOB NO.: 01-2720-14		TASK:		7CLO	
DIRECTS											
DIRECT CONSULTANT COSTS										SUBTOTAL	
611 Structural Consultant											
612 Mech/Elec Consultant											
613 Environ/Civil Consultant											
614 Architectural Consultant											
615 Testing Consultant											
616 Surveying Consultant											
618 Other Consultant											
TOTAL DIRECT CONSULTANTS											
DIRECT EXPENSES											
621 Travel											
Motel		Days @		Men @		/Manday	=				
Air Travel		Air Fare @		Men @		/Man	=				
Parking		Days @				/Day	=				
Car Rental		Days @				/Day	=				
Gasoline (Rentals)		Days @				/Day	=				
Mileage		35 Miles @		\$0.560	@			1 Trips	=	\$19.60	
SUBTOTAL										\$20	
622 25461.715											
Blackline Prints											
34" x 22"		200	Shts @		\$2.25 /Sht @		5 Sets =		\$2,250.00		
36" x 24"			Shts @		\$2.55 /Sht @		Sets =				
42" x 30			Shts @		\$9.25 /Sht @		Sets =				
Other			sf @		\$0.35 /sf @		Sets =				
Printing:											
Set Up Fee			Originals @		\$0.15 /Sht @		Submittals =				
8-1/2" x 11" B&W		500	Originals @		\$0.08 /Sht @		4 Sets =		\$160.00		
8-1/2" x 11" Color		100	Originals @		\$0.50 /Sht @		4 Sets =		\$200.00		
11" x 17" B&W		50	Originals @		\$0.16 /Sht @		4 Sets =		\$32.00		
11" x 17" Color		50	Originals @		\$1.00 /Sht @		4 Sets =		\$200.00		
Binding Cost			Sets @		\$2.00 /Set		=				
Laminating			Shts @		\$2.00 /Sht		=				
Scan to file											
Burn to CD/DVD		5	CD/DVD @		\$13.50 /each		=		\$67.50		
Scan Specs			Originals @		\$0.15 /Sht		=				
Scan Drawings			Originals @		\$1.50 /Sht		=				
SUBTOTAL										\$2,910	
623 Models/Renderings/Photos											
				Shots @		\$1.50 /Shot					
624 Telephone											
5		Calls @		\$3.00 /Call	\$15						
625 Meals											
		Days @		Men @		\$15.00 /Manday					
626 Field Supplies											
628 Postage											
10		Mailings @		\$30.00 /Mailing	\$300						
629 Publications											
630 Misc Reimbursable Exp											
631 Fax											
		Pages @									
632 Temporary Personnel											
633 Drafting Supplies											
634 Office Supplies											
635 CADD											
40		Hours @		\$8.00 /Hour	\$320						
636 Field Equip Rental											
636 Interior Design Items											
647 Computer Supplies											
TOTAL DIRECT EXPENSES										\$3,564	

# PARKHILL, SMITH & COOPER, INC.

## PROJECT BUDGET SHEET

LOCATION CODE: 01  
 PROJECT NAME: LBB Runway 17R-35L Alternate 2  
 JOB NO.: 01-2720-14  
 TASK: 9SSC  
 DATE: 06/06/14



FEE TYPE: Hourly Rate w/Max  
 PREPARED BY: MDH  
 PRINCIPAL: MDH  
 PROJ. MANAGER: MDH  
  
 OVERHEAD RATE: \_\_\_\_\_  
 PROFIT ON LABOR: \_\_\_\_\_  
 PROFIT ON REIMB: 15.00%  
 PROFIT ON DIRECTS: 15.00%

TOTAL FEE: <u>\$303,120</u>	LABOR: _____
LABOR: _____	DIRECTS: _____
OVERHEAD: _____	SUBTOTAL: _____
REIMB. CONSULTANTS: <u>\$263,588</u>	
REIMB. EXPENSES: _____	REIMB. FEE: <u>\$303,120</u>
DIRECT CONSULTANTS: _____	
DIRECT EXPENSES: _____	TOTAL FEE: <u>\$303,120</u>

### LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal		
03	Engineer		
03	Engineer		
03	Engineer		
09	Engineering Technician		
14	CADD Operator		
18	Clerical/PASS		

FEE ESTIMATING SHEET		PROJECT: LBB Runway 17R-35L Alternate 2		JOB NO.: 01-2720-14		TASK: 9SSC	
REIMBURSABLES							
REIMBURSABLE CONSULTANT COSTS							SUBTOTAL
511 Structural Consultant							
512 Mech/Elec Consultant C.P. Crossno and Associates							\$25,840
513 Environ/Civil Consultant All About Pavements, Inc.							\$19,835
514 Architectural Consultant							
515 Testing Consultant CMT Engineering							\$194,763
516 Surveying Consultant Stevens Surveying							\$23,150
518 Other Consultant Geodetix (NA this package)							
TOTAL REIMBURSABLE CONSULTANTS							\$263,588
REIMBURSABLE EXPENSES							
521 Travel							
Motel	Days @	Men @	/Manday	=			
Air Travel	Air Fare @	Men @	/Man	=			
Parking	Days @	/Day		=			
Car Rental	Days @	/Day		=			
Mileage	Miles @	\$0.500 @	Trips	=			
SUBTOTAL							
522 Reproductions							
Blackline Prints							
34" x 22"	Shts @	\$2.25 /Sht @	Sets	=			
36" x 24"	Shts @	\$2.55 /Sht @	Sets	=			
42" x 30	Shts @	\$3.00 /Sht @	Sets	=			
Other	sf @	\$0.35 /sf @	Sets	=			
Printing:							
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals	=			
8-1/2" x 11" B&W	Originals @	\$0.08 /Sht @	Sets	=			
8-1/2" x 11" Color	Originals @	\$0.50 /Sht @	Sets	=			
11" x 17" B&W	Originals @	\$0.16 /Sht @	Sets	=			
11" x 17" Color	Originals @	\$1.00 /Sht @	Sets	=			
Binding Cost	Sets @	\$2.00 /Set		=			
Laminating	Shts @	\$2.00 /Sht		=			
Scan to file							
Burn to CD/DVD	CD/DVD @	\$13.50 /each		=			
Scan Specs	Originals @	\$0.15 /Sht		=			
Scan Drawings	Originals @	\$1.50 /Sht		=			
SUBTOTAL							
523 Models/Renderings/Photos							
	Shots @	/Shot					
524 Telephone							
	Calls @	/Call					
525 Meals							
	Days @	Men @	/Manday				
526 Field Supplies							
528 Postage							
	Mailings @	/Mailing					
529 Publications							
530 Misc Reimbursable Exp							
531 Fax							
	Pages @						
532 Temporary Personnel							
533 Drafting Supplies							
534 Office Supplies							
535 CADD							
	Hours @	\$8.00 /Hour					
536 Field Equip Rental							
537 Interior Design Items							
539 NM Gross Receipt Tax							
547 Computer Supplies							
TOTAL REIMBURSABLE EXPENSES							

## PROJECT BUDGET SHEET

LOCATION CODE: 01  
 PROJECT NAME: LBB Runway 17R-35L Alternates 3-5  
 JOB NO.: 01-2720-14  
 TASK: 5CON  
 DATE: 07/25/14



FEE TYPE: Lump Sum  
 PREPARED BY: MDH  
 PRINCIPAL: MDH  
 PROJ. MANAGER: MDH

OVERHEAD RATE: \_\_\_\_\_  
 PROFIT ON LABOR: \_\_\_\_\_  
 PROFIT ON REIMB: 15.00%  
 PROFIT ON DIRECTS: 15.00%

TOTAL FEE:	<u>\$214,530</u>		<u>\$209,359</u>
LABOR:	<u>\$209,359</u>	DIRECTS:	<u>\$5,171</u>
OVERHEAD:	_____	SUBTOTAL:	<u>\$214,530</u>
REIMB. CONSULTANTS:	_____		
REIMB. EXPENSES:	_____	REIMB. FEE:	_____
DIRECT CONSULTANTS:	_____		
DIRECT EXPENSES:	<u>\$4,497</u>	TOTAL FEE:	<u>\$214,530</u>

## LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	441	\$91,728
03	Engineer	471	\$72,534
07	Engineer in Training	211	\$27,219
14	CADD Operator	32	\$2,752
17	CADD Operator	5	\$470
18	Bookkeeper	167	\$167
10	Clerical/PASS	6	\$6



FEE ESTIMATING SHEET			PROJECT:	LBB Runway 17R-35L Alternates 3-5		JOB NO.:	01-2720-14		TASK:	5CON
SALARY			CATEGORY OF PERSONNEL RATE PER HOUR							
TASK	Trips	FP	ENG	EIT	CADD	BOOKKEEP	CLERICAL	A/E STUD	TOTAL	
		01	03	07	14	17	18	10		
		\$208.00	\$154.00	\$129.00	\$86.00	\$94.00	\$86.00	\$49.00		
CONSTRUCTION PHASE (250 calendar days to Final Completion)										
Conduct Preconstruction Conference, issue minutes	1	6	3				3		12	
Coordinate with Air Carriers, Cargo Carrier, ATCT and other stakeholders	1	15	2				1		18	
Coordinate subconsultants	4	15	24						39	
Review submittals		8	24	16					48	
Site visits @ 3/wk and 2hrs/ea (36 weeks total)	108	79	80	56			32		247	
Bi-weekly progress meetings (including pre-pave)	18	54	54				36		144	
Coord. with RPR, Contractor and Owner	8	108	144	72					324	
Review test reports and field data		16	40	16					72	
Respond to RFI's (assume 2/month)		15	28	16	16		28		103	
Prepare change orders (assume 3 for project)		23	12	6	16		6	6	69	
Monthly contractor pay requests including final (9 total)		36	27	9			18		90	
Review monthly DBE summary, wage rates, weather days, etc.		12	9				9		30	
Prepare and submit weekly FAA report		25					18		43	
Final inspection and prepare punch list	2	24	24	20			16		84	
Prepare stmts. (9 @ 1 hr. each)		5				5			10	
BUDGET SUBTOTALS:	HOURS/	Trips -	441	471	211	32	5	167	1333	
	SALARY		\$91,728	\$72,534	\$27,219	\$2,752	\$470	\$14,362	\$209,359	

FEE ESTIMATING SHEET		PROJECT: LBB RUNWAY 17R-35L ALTERNATE 3-5	JOB NO.: 01-2720-14	TASK: 5CON
DIRECTS				
DIRECT CONSULTANT COSTS				SUBTOTAL
611 Structural Consultant				
612 Mech/Elec Consultant				
613 Environ/Civil Consultant				
614 Architectural Consultant				
615 Testing Consultant				
616 Surveying Consultant				
618 Other Consultant				
TOTAL DIRECT CONSULTANTS				
DIRECT EXPENSES				
621 Travel				
Motel	Days @	Men @	/Manday =	
Air Travel	Air Fare @	Men @	/Man =	\$36.00
Parking	Days @	/Day	=	
Car Rental	Days @	/Day	=	
Gasoline (Rentals)	Days @	/Day	=	
Mileage	40 Miles @	\$0.560 @	142 Trips =	\$3,180.80
				\$18.00
SUBTOTAL				\$3,235
622				
Blackline Prints				
34" x 22"	Shts @	\$2.25 /Sht @	Sets =	
36" x 24"	Shts @	\$2.55 /Sht @	Sets =	
42" x 30	Shts @	\$3.00 /Sht @	Sets =	
Other	sf @	\$0.35 /sf @	Sets =	
Printing:				
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =	
8-1/2" x 11" B&W	500 Originals @	\$0.08 /Sht @	1 Sets =	\$40.00
8-1/2" x 11" Color	300 Originals @	\$0.50 /Sht @	1 Sets =	\$150.00
11" x 17" B&W	100 Originals @	\$0.16 /Sht @	1 Sets =	\$16.00
11" x 17" Color	100 Originals @	\$1.00 /Sht @	1 Sets =	\$100.00
Binding Cost	Sets @	\$2.00 /Set	=	
Laminating	Shts @	\$2.00 /Sht	=	
Scan to file				
Burn to CD/DVD	CD/DVD @	\$13.50 /each	=	
Scan Specs	Originals @	\$0.15 /Sht	=	
Scan Drawings	Originals @	\$1.50 /Sht	=	
SUBTOTAL				\$306
623 Models/Renderings/Photos				
	Shots @	\$1.50 /Shot		
624 Telephone				
100 Calls @	\$3.00 /Call			\$300
625 Meals				
Days @	Men @	\$15.00 /Manday		
626 Field Supplies				
628 Postage				
20 Mailings @	\$20.00 /Mailing			\$400
629 Publications				
630 Misc Reimbursable Exp				
631 Fax				
Pages @				
632 Temporary Personnel				
633 Drafting Supplies				
634 Office Supplies				
635 CADD				
32 Hours @	\$8.00 /Hour			\$256
636 Field Equip Rental				
636 Interior Design Items				
647 Computer Supplies				
TOTAL DIRECT EXPENSES				\$4,497

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET**



LOCATION CODE: 01  
 PROJECT NAME: LBB Runway 17R-35L Alternates 3-5  
 JOB NO.: 01-2720-14  
 TASK: 6RPR  
 DATE: 07/25/14

FEE TYPE: Hourly Rate w/Max  
 PREPARED BY: MDH  
 PRINCIPAL: MDH  
 PROJ. MANAGER: MDH

OVERHEAD RATE: \_\_\_\_\_  
 PROFIT ON LABOR: \_\_\_\_\_  
 PROFIT ON REIMB: 15.00%  
 PROFIT ON DIRECTS: 15.00%

TOTAL FEE:	<u>\$399,970</u>	LABOR:	<u>\$387,100</u>
LABOR:	<u>\$ 387,100.00</u>	DIRECTS:	_____
OVERHEAD:	_____	SUBTOTAL:	<u>\$387,100</u>
REIMB. CONSULTANTS:	_____	REIMB. FEE:	<u>\$12,867</u>
REIMB. EXPENSES:	<u>\$11,189</u>	TOTAL FEE:	<u>\$399,970</u>
DIRECT CONSULTANTS:	_____		
DIRECT EXPENSES:	_____		

**LABOR BUDGETS:**

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal		
03	Engineer		
03	Engineer		
03	Engineer		
03	Engineer		
11	Resident Project Representative	2,940	\$352,800
10	A/E Student	700	\$34,300

FEE ESTIMATING SHEET		PROJECT: LBB Runway 17R-35L Alternates 3-5		JOB NO.:	01-2720-14		TASK:	6RPR		
SALARY		CATEGORY OF PERSONNEL RATE PER HOUR								
TASK		FP 01	ENG 03	ENG 03	ENG 03	ENG TECHNI 03	RPR 11	A/E STUD 10		
	Trips							\$120.00	\$49.00	TOTAL
CONSTRUCTION PHASE (250 calendar days to final completion)										
Pre-project preparation, etc (15 days @ 8hr/day)								120		120
RPR Full Time from NTP through Final Completion @ 9hrs/day	250							2250		2,250
2nd RPR during daytime HMAC and Concrete Paving (assume 25 days @ 10hr/day)	25							250		250
2 RPR's for nighttime concrete placement (assume 20 nights @ 8hr/night)	20							320		320
Data Collection, Record Keeping, Reporting for RPR (4hrs/day)									700	700
BUDGET SUBTOTALS:		HOURS/ SALARY	Trips - 295					2940	700	3640
								\$352,800	\$34,300	\$387,100

FEE ESTIMATING SHEET		PROJECT: LBB Runway 17R-35L Alter JOB NO.: 01-2720-14			TASK: 6RPR	
REIMBURSABLES						
REIMBURSABLE CONSULTANT COSTS						SUBTOTAL
511 Structural Consultant						
512 Mech/Elec Consultant						
513 Environ/Civil Consultant						
514 Architectural Consultant						
515 Testing Consultant						
516 Surveying Consultant						
518 Other Consultant						
TOTAL REIMBURSABLE CONSULTANTS						
REIMBURSABLE EXPENSES						
521 Travel						
Motel	Days @	Men @	/Manday	=		
Air Travel	Air Fare @	Men @	/Man	=		
Parking	Days @	/Day		=		
Car Rental	Days @	/Day		=		
Mileage	60 Miles @	\$0.560 @	295 Trips	=	\$9,912.00	
SUBTOTAL					\$9,912	
522 Reproductions						
399970.35						
34" x 22"	Shts @	\$2.25 /Sht @	Sets =			
36" x 24"	Shts @	\$2.55 /Sht @	Sets =			
42" x 30	Shts @	\$3.00 /Sht @	Sets =			
Other	sf @	\$2.55 /sf @	Sets =			
Printing:						
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =			
8-1/2" x 11" B&W	100 Originals @	\$0.08 /Sht @	1 Sets =	\$8.00		
8-1/2" x 11" Color	50 Originals @	\$0.50 /Sht @	1 Sets =	\$25.00		
11" x 17" B&W	25 Originals @	\$0.16 /Sht @	1 Sets =	\$4.00		
11" x 17" Color	25 Originals @	\$1.00 /Sht @	1 Sets =	\$25.00		
Binding Cost	Sets @	\$2.00 /Set	=			
	Shts @	\$6.05 /Sht	=			
Scan to file						
Burn to CD/DVD	CD/DVD @	\$13.50 /each	=			
Scan Specs	Originals @	\$0.15 /Sht	=			
Scan Drawings	Originals @	\$1.50 /Sht	=			
SUBTOTAL					\$62	
523 Models/Renderings/Photos						
	Shots @	/Shot				
524 Telephone						
Calls @	\$5.00 /Call	\$3.00			\$15	
525 Meals						
Days @	Men @	/Manday				
526 Field Supplies						
528 Postage						
Mailings @	/Mailing					
529 Publications						
530 Misc Reimbursable Exp cell phone @ 150/month)						\$1,200
531 Fax						
Pages @						
532 Temporary Personnel						
533 Drafting Supplies						
534 Office Supplies						
535 CADD						
Hours @	\$8.00 /Hour					
536 Field Equip Rental						
537 Interior Design Items						
539 NM Gross Receipt Tax						
547 Computer Supplies						
TOTAL REIMBURSABLE EXPENSES						\$11,189

# PARKHILL, SMITH & COOPER, INC.

## PROJECT BUDGET SHEET

LOCATION CODE: 01  
 PROJECT NAME: LBB Runway 17R-35L Alternates 3-5  
 JOB NO.: 01-2720-14  
 TASK: 7CLO  
 DATE: 07/25/14



FEE TYPE:  
 PREPARED BY: MDH  
 PRINCIPAL: MDH  
 PROJ. MANAGER: MDH

OVERHEAD RATE: \_\_\_\_\_  
 PROFIT ON LABOR: \_\_\_\_\_  
 PROFIT ON REIMB: 15.00%  
 PROFIT ON DIRECTS: 15.00%

TOTAL FEE:	<u>\$29,060</u>	LABOR:	<u>\$24,882</u>
LABOR:	<u>\$24,882</u>	DIRECTS:	<u>\$4,172</u>
OVERHEAD:	_____	SUBTOTAL:	<u>\$29,060</u>
REIMB. CONSULTANTS:	_____	REIMB. FEE:	_____
REIMB. EXPENSES:	_____		
DIRECT CONSULTANTS:	_____		
DIRECT EXPENSES:	<u>\$3,628</u>	TOTAL FEE:	<u>\$29,060</u>

### LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	22	\$6,776
03	Engineer	44	\$6,776
13	Drafter	30	\$3,870
14	CADD Operator	48	\$4,128
11	Resident Project Representative	16	\$1,920
18	Clerical/PASS	42	\$3,612
10	A/E Student		

FEE ESTIMATING SHEET				PROJECT: LBB Runway 17R-35L Alternates 3-5				JOB NO.: 01-2720-14		TASK: 7CLO	
SALARY				CATEGORY OF PERSONNEL RATE PER HOUR							
TASK				FP	ENG	EIT	CADD	RPR	CLERICAL	A/E STUD	TOTAL
				01	03	13	14	11	18	10	
Trips				\$208.00	\$154.00	\$129.00	\$86.00	\$120.00	\$86.00	\$49.00	
<u>CLOSEOUT PHASE</u>											
Project Final Report (accounts for added content to Base Bid, not a separate report)				4	8	8			40		60
Record drawings				8	16	14	40				78
Revise ALP documents (layout drawing only) (Not required per FAA)											
Update Part 139 Signage and Marking Plan				2	4		8				14
Update 5010 Data				2	4						6
Update Airport Chart/Diagram				2	4						6
Warranty inspection (1 year following final completion)				4	8	8		16	2		38
BUDGET SUBTOTALS:				22	44	30	48	16	42		202
HOURS/ SALARY				\$4,576	\$6,776	\$3,870	\$4,128	\$1,920	\$3,612		\$24,882

FEE ESTIMATING SHEET		PROJECT:		JOB NO.: 01-2720-14		TASK:		7CLO	
DIRECTS									
DIRECT CONSULTANT COSTS									SUBTOTAL
611 Structural Consultant									
612 Mech/Elec Consultant									
613 Environ/Civil Consultant									
614 Architectural Consultant									
615 Testing Consultant									
616									
618									
TOTAL DIRECT CONSULTANTS									
DIRECT EXPENSES									
621									
Motel	Days @		Men @		/Manday	=			
Air Travel	Air Fare @		Men @		/Man	=			
Parking	Days @			/Day		=			
Car Rental	Days @			/Day		=			
Gasoline (Rentals)	Days @			/Day		=			
Mileage	35 Miles @	\$0.560	@		1 Trips	=		\$19.60	
SUBTOTAL									\$20
622 Reproductions									
Blackline Prints									
34" x 22"	200	Shts @	\$2.25 /Sht @		5 Sets =		\$2,250.00		
36" x 24"		Shts @	\$2.55 /Sht @		Sets =				
42" x 30		Shts @	\$3.00 /Sht @		Sets =				
Other		sf @	\$0.35 /sf @		Sets =				
Printing:									
Set Up Fee		Originals @	\$0.15 /Sht @		Submittals =				
8-1/2" x 11" B&W	500	Originals @	\$0.08 /Sht @		4 Sets =		\$160.00		
8-1/2" x 11" Color	100	Originals @	\$0.50 /Sht @		4 Sets =		\$200.00		
11" x 17" B&W	50	Originals @	\$0.16 /Sht @		4 Sets =		\$32.00		
11" x 17" Color	50	Originals @	\$1.00 /Sht @		4 Sets =		\$200.00		
Binding Cost		Sets @	\$2.00 /Set		=				
Laminating		Shts @	\$2.00 /Sht		=				
Scan to file									
Burn to CD/DVD	5	CD/DVD @	\$13.50 /each		=		\$67.50		
Scan Specs		Originals @	\$0.15 /Sht		=				
Scan Drawings		Originals @	\$1.50 /Sht		=				
SUBTOTAL									\$2,910
623 Models/Renderings/Photos									
		Shots @	\$1.50 /Shot						
624 Telephone									
5	Calls @	\$3.00 /Call						\$15	
625 Meals									
	Days @		Men @		\$15.00 /Manday				
626 Field Supplies									
628 Postage									
10	Mailings @	\$30.00 /Mailing						\$300	
629 Publications									
630 Misc Reimbursable Exp									
631 Fax									
	Pages @								
632 Temporary Personnel									
633 Drafting Supplies									
634 Office Supplies									
635 CADD									
48	Hours @	\$8.00 /Hour						\$384	
636 Field Equip Rental									
636 Interior Design Items									
647 Computer Supplies									
TOTAL DIRECT EXPENSES									\$3,628



**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET**

LOCATION CODE: 01  
 PROJECT NAME: LBB Runway 17R-35L Alternates 3-5  
 JOB NO.: 01-2720-14  
 TASK: 9SSC  
 DATE: 07/25/14



FEE TYPE: Hourly Rate w/Max  
 PREPARED BY: MDH  
 PRINCIPAL: MDH  
 PROJ. MANAGER: MDH  
  
 OVERHEAD RATE: \_\_\_\_\_  
 PROFIT ON LABOR: \_\_\_\_\_  
 PROFIT ON REIMB: 15.00%  
 PROFIT ON DIRECTS: 15.00%

TOTAL FEE: <u>\$418,140</u>	LABOR: _____
LABOR: _____	DIRECTS: _____
OVERHEAD: _____	SUBTOTAL: _____
REIMB. CONSULTANTS: <u>\$363,598</u>	
REIMB. EXPENSES: _____	REIMB. FEE: <u>\$418,137</u>
DIRECT CONSULTANTS: _____	
DIRECT EXPENSES: _____	TOTAL FEE: <u>\$418,137</u>

**LABOR BUDGETS:**

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal		
03	Engineer		
03	Engineer		
03	Engineer		
09	Engineering Technician		
14	CADD Operator		
18	Clerical/PASS		

FEE ESTIMATING SHEET		PROJECT: LBB Runway 17R-35L Alter JOB NO.: 01-2720-14		TASK: 9SSC	
REIMBURSABLES					
REIMBURSABLE CONSULTANT COSTS					SUBTOTAL
511 Structural Consultant					
512 Mech/Elec Consultant C.P. Crossno and Associates					\$31,960
513 Environ/Civil Consultant All About Pavements, Inc.					\$19,835
514 Architectural Consultant					
515 Testing Consultant CMT Engineering					\$259,223
516 Surveying Consultant Stevens Surveying					\$45,800
518 Other Consultant Geodetix					\$6,780
TOTAL REIMBURSABLE CONSULTANTS					\$363,598
REIMBURSABLE EXPENSES					
521 Travel					
Motel	Days @	Men @	/Manday	=	
Air Travel	Air Fare @	Men @	/Man	=	
Parking	Days @	/Day		=	
Car Rental	Days @	/Day		=	
Mileage	Miles @	\$0.500 @	Trips	=	
SUBTOTAL					
522 Reproductions					
418136.7					
34" x 22"	Shts @	\$2.25 /Sht @	Sets =		
36" x 24"	Shts @	\$2.55 /Sht @	Sets =		
42" x 30	Shts @	\$3.00 /Sht @	Sets =		
Other	sf @	\$0.35 /sf @	Sets =		
Printing:					
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =		
8-1/2" x 11" B&W	Originals @	\$0.08 /Sht @	Sets =		
8-1/2" x 11" Color	Originals @	\$0.50 /Sht @	Sets =		
11" x 17" B&W	Originals @	\$0.16 /Sht @	Sets =		
11" x 17" Color	Originals @	\$1.00 /Sht @	Sets =		
Binding Cost	Sets @	\$2.00 /Set	=		
Laminating	Shts @	\$2.00 /Sht	=		
Scan to file					
Burn to CD/DVD	CD/DVD @	\$13.50 /each	=		
Scan Specs	Originals @	\$0.15 /Sht	=		
Scan Drawings	Originals @	\$1.50 /Sht	=		
SUBTOTAL					
523 Models/Renderings/Photos					
	Shots @	/Shot			
524 Telephone					
	Calls @	/Call			
525 Meals					
	Days @	Men @	/Manday		
526 Field Supplies					
528 Postage					
	Mailings @	/Mailing			
529 Publications					
530 Misc Reimbursable Exp					
531 Fax					
	Pages @				
532 Temporary Personnel					
533 Drafting Supplies					
534 Office Supplies					
535 CADD					
	Hours @	\$8.00 /Hour			
536 Field Equip Rental					
537 Interior Design Items					
539 NM Gross Receipt Tax					
547 Computer Supplies					
TOTAL REIMBURSABLE EXPENSES					

C. P. CROSSNO & ASSOCIATES  
CONSULTING ENGINEERS

P.O. BOX 180312  
DALLAS, TEXAS 75218  
(214) 321-9140

June 5, 2014

Mark D. Haberer, P.E.  
Firm Principal  
Parkhill, Smith & Cooper, Inc.  
Engineers, Architects, Planners  
4222 85th Street  
Lubbock, Texas 79423

Re: LBB 17R-35L Construction  
Administration Services

Dear Mr. Haberer:

This letter is to serve as both a fee proposal and agreement between C.P. Crossno & Associates, Consulting Engineers (CPC&A) and Parkhill, Smith & Cooper, Inc. (PSC) to provide professional engineering and administrative services associated with the electrical portion of the Lubbock International Airport Electrical improvement project. CPC&A will provide engineering to include the following:

1. Attendance of the pre-construction meeting
2. Attendance of progress meetings at least one per quarter.
3. Review and approval of all electrical submittals
4. Respond to RFI's
5. Attendance and participation in punch list inspection (assume 1 punch list inspection per each package defined below, except that Alternates 3 and 4 will be concurrent).
6. Misc. consulting including Q&A, preparation of change order(s), coordination with RPR, etc.

It is understood that changes in our participation will not be made without the approval of both CPC&A and PSC. It is also mutually understood that CPC&A will bill for completed engineering in coordination with PSC, but that payment will be made only after PSC receives payment for the engineering task.

CPC&A will provide certificates and maintain professional liability, general liability, aircraft and auto liability insurance.

Based on our discussions, it was decided that compensation should be on a 'per hour' basis with a 'Not to Exceed' cost for each alternate. Billing will be in accordance the attached Engineering Rate Sheet.

If this is satisfactory, please sign and return one copy to me.

Project Phases	<u>Not to Exceed</u>
Base Bid	\$ 21,896
Alternate 1	\$ 21,896
Alternate 2	\$ 25,840
Alternate 3	\$ 25,840
Alternate 4	\$ 6,120
	=====
Engineering and Direct Expense Total	\$ 101,592

-----  
Charles Paul Crossno, P.E.  
June 5, 2014

-----  
Mr. Mark D. Haberer, P.E.

Approved:

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



## All-About Pavements Inc.

Midwest Office — 1109 E White Oak Rd. — Mahomet, IL 61853  
(217) 586-2765 — [www.allaboutpavements.com](http://www.allaboutpavements.com) — fax (217) 586-1967

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June 4, 2014

Mr. Mark D. Haberer, P.E.  
Parkhill Smith & Cooper, Inc.  
4222 85<sup>th</sup> St  
Lubbock, Texas 79423

Re: API Proposal for Construction Administrative  
Support Services for Runway 17R-35L, Lubbock,  
Texas.

Dear Mark:

All About Pavements, Inc. (API) appreciates the opportunity to submit our proposal to Parkhill, Smith and Cooper, Inc. (PSC) to assist in the construction administration services for the rehabilitation Runway 17R-35L. As we requested in your letter dated May 30, 2014, our services will include the following tasks:

**Task 1 - Attend Concrete Pre-Pave Meeting:** API will attend up to four pre-construction meetings paving work for the base bid and three alternative bids.

**Task 2 - Review P-501 Mix Design Submittals:** API will review up to mix design submittals for all PCC work, including P-501 and P-306, for the base bid and three alternative bids.

**Task 3 - Construction Site Visits with Summary Reports:** For the base bid and up to three alternate bids, API will attend up to two site visits during the construction for each phase of the work.

**Task 4 - Additional Technical Support - RFI's, Construction Troubleshoot:** API will provide additional support as requested by PSC for the base bid and up to three alternate bids. Technical memorandums will be provided, if necessary.

API proposes to conduct our work on an hourly basis, with reimbursement for travel costs, for a total cost that will not exceed \$79,341, or \$19,835 per construction phase. We appreciate the opportunity to continue working with PSC during the construction work for Runway 17R-35L. Should you have any questions, please do not hesitate to call me at 217-586-2765. Please note that our corporate address has been changed to 1109 E White Oak Rd, Mahomet, IL, 61853.

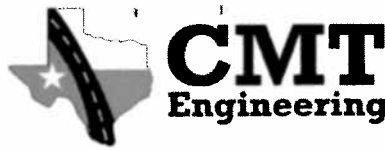
Sincerely,  
All About Pavements, Inc.

A handwritten signature in black ink, appearing to read "Wayne J. Seiler". The signature is fluid and cursive, with the first name "Wayne" and last name "Seiler" clearly distinguishable.

Wayne J. Seiler, Ph.D., P.E.  
Project Manager

Enclosure  
Fee Proposal





June 2, 2014

Mark D. Haberer, PE  
Firm Principal  
Parkhill, Smith & Cooper, Inc.  
4222 85<sup>th</sup> Street  
Lubbock, Texas 79423

Re: Lubbock Preston Smith International Airport Runway 17R-35L  
Construction Materials Testing  
Lubbock, Texas

Dear Mr. Haberer,

We greatly appreciate the opportunity to provide you with a fee proposal for the construction materials testing at the subject project.

The attached proposals are based on the plans, specifications and construction management plan provided by PSC, and our interpretation of the construction schedule. Testing will be billed on an as needed basis according to the fees shown. The estimated totals shown will not be exceeded without prior approval from PSC.

We look forward to working with you on this project. If you have any questions or need any additional information please feel free to contact me.

Sincerely,

Bryan Wilson, P.E.  
Vice President  
CMT Engineering, Inc.  
Texas Registered Engineering Firm 13112



Construction Materials Testing  
Fee Proposal  
Base Bid

CMT Engineering, Inc  
12804 County Road 2500  
Lubbock TX 79404  
Office (806) 771-7283  
Fax (806) 771-7062



Project: Lubbock Preston Smith International Airport Runway 17R-35L  
Client: Parkhill, Smith and Cooper, Inc  
Date: 6/02/2014

<b>Laboratory Tests</b>			
<b>Soils</b>	<b>Fee</b>	<b>Qty.</b>	<b>Extension</b>
Standard Proctor (4" mold)	\$ 150.00	21	\$ 3,150.00
Modified Proctor (4" mold)	\$ 200.00	26	\$ 5,200.00
Atterberg Limits	\$ 65.00	51	\$ 3,315.00
Classification of soils (inc washed grad)	\$ 70.00	38	\$ 2,660.00
Dry Gradation	\$ 50.00	23	\$ 1,150.00
Unconfined Compressive Strength	\$ 100.00	14	\$ 1,400.00
PH	\$ 140.00	14	\$ 1,960.00
Tex-145-E Sulfates	\$ 200.00	14	\$ 2,800.00
<b>Flex Base</b>			
Standard Proctor/Cement Treated (ASTM D 558)	\$ 250.00	15	\$ 3,750.00
Modified Proctor (ASTM D 1557)	\$ 250.00	1	\$ 250.00
Bulk Gravity / Moisture Correction	\$ 50.00	1	\$ 50.00
Atterberg Limits	\$ 65.00	16	\$ 1,040.00
Washed Gradation	\$ 70.00	26	\$ 1,820.00
ASTM D 1633 Compressive Strength of molded specimens	\$ 250.00	61	\$ 15,250.00
Magnesium Soundness	\$ 300.00	3	\$ 900.00
L.A. Abrasion	\$ 300.00	3	\$ 900.00
Flat and Elongated	\$ 100.00	1	\$ 100.00
Sand Equivalent	\$ 100.00	1	\$ 100.00
<b>Aggregates</b>			
Dry Gradation	\$ 50.00	13	\$ 650.00
Washed Gradation	\$ 70.00	13	\$ 910.00
Magnesium Soundness	\$ 300.00	6	\$ 1,800.00
L.A. Abrasion	\$ 300.00	13	\$ 3,900.00
Flat and Elongated	\$ 100.00	13	\$ 1,300.00
Crushed Face Count	\$ 75.00	6	\$ 450.00
Decant	\$ 75.00	6	\$ 450.00
Deleterious	\$ 75.00	6	\$ 450.00
Micro Deval	\$ 300.00	6	\$ 1,800.00
ASTM C 666 Freeze Thaw	\$ 3,500.00	1	\$ 3,500.00
Sand Equivalent	\$ 100.00	6	\$ 600.00
Atterberg Limits	\$ 65.00	6	\$ 390.00
<b>Hot Mix</b>			
Asphalt Content (Ignition) / Gradation	\$ 150.00	9	\$ 1,350.00
Marshal Lab Density (set of 3)	\$ 125.00	19	\$ 2,375.00
Marshal Stability / Flow (set of 3)	\$ 125.00	19	\$ 2,375.00
Max Theoretical Density / Rice Gravity	\$ 125.00	19	\$ 2,375.00
Core Thickness Test	\$ 10.00	23	\$ 230.00
In Place Density (from cores)	\$ 30.00	38	\$ 1,140.00
<b>Water</b>			
AASHTO T 26	\$ 500.00	1	\$ 500.00
<b>Field Testing*</b>			
Nuclear Field Density (3 min)	\$ 20.00	331	\$ 6,620.00
Sand Cone	\$ 50.00	10	\$ 500.00
Asphalt Core (up to 4") Additional \$15 per inch	\$ 75.00	38	\$ 2,850.00
Slump	\$ 20.00	54	\$ 1,080.00
Entrained Air	\$ 30.00	41	\$ 1,230.00
Temperature	\$ 5.00	54	\$ 270.00
Making Cylinders (ea) Incld breaks	\$ 27.00	21	\$ 567.00
Making Cylinders (ea) Incld breaks CLSM	\$ 27.00	100	\$ 2,700.00
Making Beams Each (2 min)	\$ 54.00	70	\$ 3,780.00
Concrete Cores Each (16")	\$ 320.00	15	\$ 4,800.00
Concrete Cores Each (14")	\$ 300.00	5	\$ 1,500.00
Patch Concrete Cores (Each)	\$ 30.00	20	\$ 600.00
Depth Check (Bulb Prick)	\$ 45.00	108	\$ 4,860.00
Depth Check (Cores - 6" deep)	\$ 120.00	68	\$ 8,160.00
High/Low Concrete Surface Temperature	\$ 10.00	30	\$ 300.00
<b>Technician / Engineering</b>			
Technician Hourly (Two hour minimum)	\$ 49.00	700	\$ 34,300.00
Technician Overtime Hourly*	\$ 59.00	50	\$ 2,950.00
Project Management	\$ 175.00	24	\$ 4,200.00
Admin	\$ 65.00	36	\$ 2,340.00
<b>Total</b>			<b>\$ 155,947.00</b>

\* Field testing is billed in addition to Tech hourly rates

\*\* Hourly rates apply portal to portal, between 7:00 am and 5:00 pm, Monday through Friday. Overtime rates will be applied when services are provided outside of the before mentioned hours.

Construction Materials Testing  
Fee Proposal  
Alternate 1

CMT Engineering, Inc  
12804 County Road 2500  
Lubbock TX 79404  
Office (806) 771-7283  
Fax (806) 771-7062



Project: Lubbock Preston Smith International Airport Runway 17R-35L  
Client: Parkhill, Smith and Cooper, Inc  
Date: 6/02/2014

<b>Laboratory Tests</b>			
<b>Soils</b>	<b>Fee</b>	<b>Qty.</b>	<b>Extension</b>
Standard Proctor ( 4" mold)	\$ 150.00	11	\$ 1,650.00
Modified Proctor (4" mold)	\$ 200.00	24	\$ 4,800.00
Atterberg Limits	\$ 65.00	38	\$ 2,470.00
Classification of soils (inc washed grad)	\$ 70.00	25	\$ 1,750.00
Dry Gradation	\$ 50.00	20	\$ 1,000.00
Unconfined Compressive Strength	\$ 100.00	13	\$ 1,300.00
PH	\$ 140.00	13	\$ 1,820.00
Tex-145-E Sulfates	\$ 200.00	13	\$ 2,600.00
<b>Flex Base</b>			
Standard Proctor/Cement Treated (ASTM D 558)	\$ 250.00	14	\$ 3,500.00
Modified Proctor (ASTM D 1557)	\$ 250.00	1	\$ 250.00
Bulk Gravity / Moisture Correction	\$ 50.00	1	\$ 50.00
Atterberg Limits	\$ 65.00	15	\$ 975.00
Washed Gradation	\$ 70.00	18	\$ 1,260.00
ASTM D 1633 Compressive Strength of molded specimens	\$ 250.00	56	\$ 14,000.00
Magnesium Soundness	\$ 300.00	3	\$ 900.00
L.A. Abrasion	\$ 300.00	3	\$ 900.00
Flat and Elongated	\$ 100.00	1	\$ 100.00
Sand Equivalent	\$ 100.00	1	\$ 100.00
<b>Aggregates</b>			
Dry Gradation	\$ 50.00	5	\$ 250.00
Washed Gradation	\$ 70.00	5	\$ 350.00
Magnesium Soundness	\$ 300.00	3	\$ 900.00
L.A. Abrasion	\$ 300.00	5	\$ 1,500.00
Flat and Elongated	\$ 100.00	5	\$ 500.00
Crushed Face Count	\$ 75.00	3	\$ 225.00
Decant	\$ 75.00	3	\$ 225.00
Deleterious	\$ 75.00	3	\$ 225.00
Micro Deval	\$ 300.00	3	\$ 900.00
Sand Equivalent	\$ 100.00	3	\$ 300.00
Atterberg Limits	\$ 65.00	3	\$ 195.00
<b>Hot Mix</b>			
Asphalt Content (Ignition) / Gradation	\$ 150.00	11	\$ 1,650.00
Marshal Lab Density (set of 3)	\$ 125.00	24	\$ 3,000.00
Marshal Stability / Flow (set of 3)	\$ 125.00	24	\$ 3,000.00
Max Theoretical Density / Rice Gravity	\$ 125.00	24	\$ 3,000.00
Core Thickness Test	\$ 10.00	48	\$ 480.00
In Place Density (from cores)	\$ 30.00	48	\$ 1,440.00
<b>Field Testing*</b>			
Nuclear Field Density (3 min)	\$ 20.00	239	\$ 4,780.00
Sand Cone	\$ 50.00	6	\$ 300.00
Asphalt Core (up to 4") Additional \$15 per inch	\$ 75.00	48	\$ 3,600.00
Slump	\$ 20.00	49	\$ 980.00
Entrained Air	\$ 30.00	36	\$ 1,080.00
Temperature	\$ 5.00	49	\$ 245.00
Making Cylinders (ea) incld breaks	\$ 27.00	19	\$ 513.00
Making Cylinders (ea) incld breaks CLSM	\$ 27.00	100	\$ 2,700.00
Making Beams Each (2 min)	\$ 54.00	60	\$ 3,240.00
Concrete Cores Each (16")	\$ 320.00	13	\$ 4,160.00
Concrete Cores Each (14")	\$ 300.00	3	\$ 900.00
Patch Concrete Cores (Each)	\$ 30.00	16	\$ 480.00
Depth Check (Bull Prick)	\$ 45.00	98	\$ 4,410.00
Depth Check (Cores - 6" deep)	\$ 120.00	60	\$ 7,200.00
High/Low Concrete Surface Temperature	\$ 10.00	30	\$ 300.00
<b>Technician / Engineering</b>			
Technician Hourly (Two hour minimum)	\$ 49.00	600	\$ 29,400.00
Technician Overtime Hourly*	\$ 59.00	50	\$ 2,950.00
Project Management	\$ 175.00	24	\$ 4,200.00
Admin	\$ 65.00	36	\$ 2,340.00
<b>Total</b>			<b>\$ 131,343.00</b>

\* Field testing is billed in addition to Tech hourly rates

\*\* Hourly rates apply portal to portal, between 7:00 am and 5:00 pm, Monday through Friday. Overtime rates will be applied when services are provided outside of the before mentioned hours.

Construction Materials Testing  
Fee Proposal  
Alternate 2

CMT Engineering, Inc  
12804 County Road 2500  
Lubbock TX 79404  
Office (806) 771-7283  
Fax (806) 771-7062



Project: Lubbock Preston Smith International Airport Runway 17R-35L  
Client: Parkhill, Smith and Cooper, Inc  
Date: 6/02/2014

<b>Laboratory Tests</b>			
<b>Soils</b>	<b>Fee</b>	<b>Qty.</b>	<b>Extension</b>
Standard Proctor ( 4" mold)	\$ 150.00	16	\$ 2,400.00
Modified Proctor (4" mold)	\$ 200.00	40	\$ 8,000.00
Atterberg Limits	\$ 65.00	61	\$ 3,965.00
Classification of soils (inc washed grad)	\$ 70.00	41	\$ 2,870.00
Dry Gradation	\$ 50.00	34	\$ 1,700.00
Unconfined Compressive Strength	\$ 100.00	20	\$ 2,000.00
PH	\$ 140.00	20	\$ 2,800.00
Tex-145-E Sulfates	\$ 200.00	20	\$ 4,000.00
<b>Flex Base</b>			
Standard Proctor/Cement Treated (ASTM D 558)	\$ 250.00	24	\$ 6,000.00
Modified Proctor (ASTM D 1557)	\$ 250.00	1	\$ 250.00
Bulk Gravity / Moisture Correction	\$ 50.00	1	\$ 50.00
Atterberg Limits	\$ 65.00	25	\$ 1,625.00
Washed Gradation	\$ 70.00	28	\$ 1,960.00
ASTM D 1633 Compressive Strength of molded specimens	\$ 250.00	96	\$ 24,000.00
Magnesium Soundness	\$ 300.00	3	\$ 900.00
L.A. Abrasion	\$ 300.00	3	\$ 900.00
Flat and Elongated	\$ 100.00	1	\$ 100.00
Sand Equivalent	\$ 100.00	1	\$ 100.00
<b>Aggregates</b>			
Dry Gradation	\$ 50.00	5	\$ 250.00
Washed Gradation	\$ 70.00	5	\$ 350.00
Magnesium Soundness	\$ 300.00	3	\$ 900.00
L.A. Abrasion	\$ 300.00	5	\$ 1,500.00
Flat and Elongated	\$ 100.00	5	\$ 500.00
Crushed Face Count	\$ 75.00	3	\$ 225.00
Decant	\$ 75.00	3	\$ 225.00
Deleterious	\$ 75.00	3	\$ 225.00
Micro Deval	\$ 300.00	3	\$ 900.00
Sand Equivalent	\$ 100.00	3	\$ 300.00
Atterberg Limits	\$ 65.00	3	\$ 195.00
<b>Hot Mix</b>			
Asphalt Content (Ignition) / Gradation	\$ 150.00	16	\$ 2,400.00
Marshal Lab Density (set of 3)	\$ 125.00	34	\$ 4,250.00
Marshal Stability / Flow (set of 3)	\$ 125.00	34	\$ 4,250.00
Max Theoretical Density / Rice Gravity	\$ 125.00	34	\$ 4,250.00
Core Thickness Test	\$ 10.00	68	\$ 680.00
In Place Density (from cores)	\$ 30.00	68	\$ 2,040.00
<b>Field Testing*</b>			
Nuclear Field Density (3 min)	\$ 20.00	400	\$ 8,000.00
Sand Cone	\$ 50.00	6	\$ 300.00
Asphalt Core (up to 4") Additional \$15 per inch	\$ 75.00	68	\$ 5,100.00
Slump	\$ 20.00	69	\$ 1,380.00
Entrained Air	\$ 30.00	56	\$ 1,680.00
Temperature	\$ 5.00	69	\$ 345.00
Making Cylinders (ea) incld breaks	\$ 27.00	19	\$ 513.00
Making Cylinders (ea) incld breaks CLSM	\$ 27.00	100	\$ 2,700.00
Making Beams Each (2 min)	\$ 54.00	100	\$ 5,400.00
Concrete Cores Each (16")	\$ 320.00	23	\$ 7,360.00
Concrete Cores Each (14")	\$ 300.00	3	\$ 900.00
Patch Concrete Cores (Each)	\$ 30.00	26	\$ 780.00
Depth Check (Bull Prick)	\$ 45.00	165	\$ 7,425.00
Depth Check (Cores - 6" deep)	\$ 120.00	100	\$ 12,000.00
High/Low Concrete Surface Temperature	\$ 10.00	50	\$ 500.00
<b>Technician / Engineering</b>			
Technician Hourly (Two hour minimum)	\$ 49.00	850	\$ 41,650.00
Technician Overtime Hourly*	\$ 59.00	50	\$ 2,950.00
Project Management	\$ 175.00	32	\$ 5,600.00
Admin	\$ 65.00	48	\$ 3,120.00
<b>Total</b>			<b>\$ 194,763.00</b>

\* Field testing is billed in addition to Tech hourly rates

\*\* Hourly rates apply portal to portal, between 7:00 am and 5:00 pm, Monday through Friday. Overtime rates will be applied when services are provided outside of the before mentioned hours.

Construction Materials Testing  
Fee Proposal  
Alternate 3

CMT Engineering, Inc  
12804 County Road 2500  
Lubbock TX 79404  
Office (806) 771-7283  
Fax (806) 771-7062



Project: Lubbock Preston Smith International Airport Runway 17R-35L  
Client: Parkhill, Smith and Cooper, Inc  
Date: 6/02/2014

Laboratory Tests		1.25	
Soils	Fee	Qty.	Extension
Standard Proctor ( 4" mold)	\$ 150.00	19	\$ 2,850.00
Modified Proctor (4" mold)	\$ 200.00	50	\$ 10,000.00
Atterberg Limits	\$ 65.00	76	\$ 4,940.00
Classification of soils (inc washed grad)	\$ 70.00	51	\$ 3,570.00
Dry Gradation	\$ 50.00	41	\$ 2,050.00
Unconfined Compressive Strength	\$ 100.00	25	\$ 2,500.00
PH	\$ 140.00	25	\$ 3,500.00
Tex-145-E Sulfates	\$ 200.00	25	\$ 5,000.00
Flex Base			
Standard Proctor/Cement Treated (ASTM D 558)	\$ 250.00	31	\$ 7,750.00
Modified Proctor (ASTM D 1557)	\$ 250.00	1	\$ 250.00
Bulk Gravity / Moisture Correction	\$ 50.00	1	\$ 50.00
Atterberg Limits	\$ 65.00	33	\$ 2,145.00
Washed Gradation	\$ 70.00	35	\$ 2,450.00
ASTM D 1633 Compressive Strength of molded specimens	\$ 250.00	125	\$ 31,250.00
Magnesium Soundness	\$ 300.00	3	\$ 900.00
L.A. Abrasion	\$ 300.00	3	\$ 900.00
Flat and Elongated	\$ 100.00	1	\$ 100.00
Sand Equivalent	\$ 100.00	1	\$ 100.00
Aggregates			
Dry Gradation	\$ 50.00	5	\$ 250.00
Washed Gradation	\$ 70.00	5	\$ 350.00
Magnesium Soundness	\$ 300.00	3	\$ 900.00
L.A. Abrasion	\$ 300.00	5	\$ 1,500.00
Flat and Elongated	\$ 100.00	5	\$ 500.00
Crushed Face Count	\$ 75.00	3	\$ 225.00
Decant	\$ 75.00	3	\$ 225.00
Deleterious	\$ 75.00	3	\$ 225.00
Micro Deval	\$ 300.00	3	\$ 900.00
Sand Equivalent	\$ 100.00	3	\$ 300.00
Atterberg Limits	\$ 65.00	3	\$ 195.00
Hot Mix			
Asphalt Content (Ignition) / Gradation	\$ 150.00	1	\$ 150.00
Marshal Lab Density (set of 3)	\$ 125.00	39	\$ 4,875.00
Marshal Stability / Flow (set of 3)	\$ 125.00	39	\$ 4,875.00
Max Theoretical Density / Rice Gravity	\$ 125.00	39	\$ 4,875.00
Core Thickness Test	\$ 10.00	78	\$ 780.00
In Place Density (from cores)	\$ 30.00	78	\$ 2,340.00
Field Testing*			
Nuclear Field Density (3 min)	\$ 20.00	504	\$ 10,080.00
Sand Cone	\$ 50.00	6	\$ 300.00
Asphalt Core (up to 4") Additional \$15 per inch	\$ 75.00	78	\$ 5,850.00
Slump	\$ 20.00	79	\$ 1,580.00
Entrained Air	\$ 30.00	66	\$ 1,980.00
Temperature	\$ 5.00	79	\$ 395.00
Making Cylinders (ea) Incld breaks	\$ 27.00	19	\$ 513.00
Making Cylinders (ea) Incld breaks CLSM	\$ 27.00	100	\$ 2,700.00
Making Beams Each (2 min)	\$ 54.00	120	\$ 6,480.00
Concrete Cores Each (16")	\$ 320.00	30	\$ 9,600.00
Concrete Cores Each (14")	\$ 300.00	3	\$ 900.00
Patch Concrete Cores (Each)	\$ 30.00	33	\$ 990.00
Depth Check (Bull Prick)	\$ 45.00	206	\$ 9,270.00
Depth Check (Cores - 6" deep)	\$ 120.00	129	\$ 15,480.00
High/Low Concrete Surface Temperature	\$ 10.00	60	\$ 600.00
Technician / Engineering			
Technician Hourly (Two hour minimum)	\$ 49.00	900	\$ 44,100.00
Technician Overtime Hourly*	\$ 59.00	100	\$ 5,900.00
Project Management	\$ 175.00	32	\$ 5,600.00
Admin	\$ 65.00	48	\$ 3,120.00
		<b>Total</b>	<b>\$ 229,208.00</b>

\* Field testing is billed in addition to Tech hourly rates

\*\* Hourly rates apply portal to portal, between 7:00 am and 5:00 pm, Monday through Friday. Overtime rates will be applied when services are provided outside of the before mentioned hours.

Construction Materials Testing  
Fee Proposal  
Alternate 5

CMT Engineering, Inc  
12804 County Road 2500  
Lubbock TX 79404  
Office (806) 771-7283  
Fax (806) 771-7062



Project: Lubbock Preston Smith International Airport Runway 17R-35L  
Client: Parkhill, Smith and Cooper, Inc  
Date: 6/02/2014

<b>Laboratory Tests</b>			
<b>Soils</b>	<b>Fee</b>	<b>Qty.</b>	<b>Extension</b>
Modified Proctor (4" mold)	\$ 200.00	53	\$ 10,600.00
Atterberg Limits	\$ 65.00	53	\$ 3,445.00
Classification of soils (inc washed grad)	\$ 70.00	53	\$ 3,710.00
<b>Field Testing*</b>			
Nuclear Field Density (3 min)	\$ 20.00	261	\$ 5,220.00
<b>Technician / Engineering</b>			
Technician Hourly (Two hour minimum)	\$ 49.00	100	\$ 4,900.00
Technician Overtime Hourly*	\$ 59.00	20	\$ 1,180.00
Project Management	\$ 175.00	4	\$ 700.00
Admin	\$ 65.00	4	\$ 260.00
<b>Total</b>			<b>\$ 30,015.00</b>

\* Field testing is billed in addition to Tech hourly rates

\*\* Hourly rates apply portal to portal, between 7:00 am and 5:00 pm, Monday through Friday. Overtime rates will be applied when services are provided outside of the before mentioned hours.

# STEVENS SURVEYING CO.

6310 Genoa Ave. Suite A Lubbock TX. 79424  
Phone: 806-687-1569 Fax: 806-687-1569  
Texas Firm Registration No. 10087500  
E-mail: stevenssurvey@hotmail.com  
norris@stevenssurvey.com

June 4, 2014

Parkhill, Smith & Cooper, Inc.  
4222 85<sup>th</sup> Street  
Lubbock, TX 79423

Attn: Mark D. Haberer, PE

Re: LBB Runway 17R-35L 2712.12: Construction Surveying assistance and as-builts

Dear Mark:

As per the Scope of Services outline and the survey requirements and tolerances emailed to me on May 30, 2014 and our previous discussions, I submit this proposal and agreement for as-built topographic surveying of Runway 17R-35L. Survey and data will be obtained in reference to airport control "LBB B3", based on state plane coordinates at grid, NAD'83 with NAVD'88 elevations. I estimate the cost of the survey services to be as follows:

Item 1.1: Base Bid, sta's 19+25 to 40+00, est. 4 days .....	\$6,900.00 to \$8,300.00
Item 1.2: Alternate 1, sta's -2+00 to 19+25, est. 4 days.....	\$7,050.00 to \$8,500.00
Item 1.3: Alternate 2, sta's 82+25 to 117+00, est. 6 days.....	\$11,600.00 to \$13,900.00
Item 1.4: Alternate 3, sta's 40+00 to 82+25, est. 7 days.....	\$14,900.00 to \$16,800.00
Item 2: Verifications and As-builts, as-needed, 5 days, at \$1,850/day.....	\$9,250.00
Item 3: Verifications and As-builts, as-needed, 3 days, at \$1,850/day.....	\$5,550.00
Item 4: As-built topo of Runway Safety Area grading, 7 days.....	\$11,800.00 to \$14,200.00

Items 2 and 3 are based on a 9 hour day, with 7 hours field time and includes \$250.00 for office work and preparation of reports.

Mobilization costs are \$340.00 per day, which includes the preparation, drive time and mileage, and set-up and checks made prior to commencement of the day's field work. This cost is included in each day's cost. Any additional days and mobilization required in excess of this estimate will be charged according to these rates.

If this agreement is acceptable, please sign below and return to us at your earliest convenience. If you have any questions or comments, please contact me as soon as possible. Thank you for the opportunity to offer our services in this matter.

Sincerely,

Norris Stevens, R.P.L.S.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

**LUBBOCK INTERNATIONAL AIRPORT**

6/5/2014

Updates to Airport Base-Mapping

All Work In Accordance with AC 150 / 5300-16A, -17C, and -18B

**FEE ESTIMATE SUMMARY**

	<b>Total</b>
Item A-1: Project Management and Initial Airports-GIS Documentation	\$1,800
Item A-2: Imagery Acquisition, Processing, and Products	\$0
Item A-3: Field Survey Support & Coordination (for surveys conducted by firm other than Geodetix)	\$150
Item A-4: Field Survey - Mob & DeMob (1 mob)	\$0
Item A-5: Field Interviews	\$0
Item A-6: Field Survey & Documentation - Photo Control Points (0) and Checkpoints (0)	\$0
Item A-7: Field Survey & Documentation - Geodetic Control (2 stations)	\$420
Item A-8: Field Survey & Documentation - Runway Features (All active rwy ends & DT, Qty 0)	\$0
Item A-9: Field Survey & Docs - NAVAIDs On-Airport (Qty 0) and Off-Airport (10nm radius, Qty 0)	\$0
Item A-10: Field Survey - GPS Data Post Processing & Review	\$0
Item A-11: Geo-Spatial Data	\$3,570
Item A-12: Airport Airspace Analysis (AAA)	\$0
Item A-13: Imagery Data Submittals (per AC 150/5300-17C)	\$0
Item A-14: Final Survey Data Submittals	\$840
Item A-15: UDDF Development	\$0
Item A-16: Reimbursable Agreement Application Support	\$0
Item A-17: Miscellaneous	\$0
<b>Total Fee Estimate</b>	<b>\$6,780</b>

**Fee Estimate Assumptions**

Airports-GIS (AGIS) project initiation is the responsibility of the Airport/URS.

Geodetix suggests that the AGIS project type be:

Airport Category: NPIAS Part 139 Airport

Project Type: New Airport Survey Project

Verification Options: None. Do not select Geodetic or Imagery verification. Deselect if necessary.

Purpose: Airport Mapping Database - Periodic Update

Final determination of project type classification, level of verification, and project purpose is the responsibility of the Airport and the FAA ADO Project Manager.

**Aeronautical Survey includes:****General Summary**

Update Twy A status code to "demolished".

Add new Runway Edge Lights, in area where Twy A was demolished, from design/construction drawings.

Add new Shoulder Edge Drain, from design/construction drawings.

Update the Perimeter Road, and the widening of the Blast Pads from design/construction drawings.

Update topography within the Runway Safety Area (red hatched area above) from field survey data, conducted by other(s).

### **General Summary (continued)**

Verify placement of new Runway Edge Lights (at demo'd Twy A) and dimensions of both Blast Pads dimensions (width and length), from field survey data, conducted by other(s).

Update changes to attributes/enumerations of features specified above, as required.

Submit updated geo-spatial data file (.dwg) to Airports-GIS.

Copies of all documentation and final survey data will be provided to the Airport.

### **Documentation**

Preparation and submittal of A-GIS Statement of Work.

No Airports-GIS Plans (Imagery or Survey & QC) required.

Preparation and submittal of Final Survey (geo-spatial data file) to AGIS.

Preparation and submittal of brief Final Project Report, including any field survey documentation, to AGIS.

### **Aerial Imagery**

No imagery will be acquired for this project.

### **Field Survey**

Field survey to be conducted by other(s).

Geodetix recommends:

Surveyor make sketches of blast pads, and newly installed runway edge lights, notating location of points surveyed.

Survey and hold LBB B3 (PACS) as horizontal, and A1469 (Benchmark) as vertical.

Surveyor complete AGIS forms, photos, and sketches for geodetic monuments.

Surveyor to provided Geodetix with finalized position and elevation list of all points surveyd.

### **Mapping Compilation**

Mapping compilation of points, lines, and polygons from photography, and as compared with design/construction

drawings, and verified by limited field survey efforts described above.

RSA topography will be generated from points (50' grid) surveyed by other(s).

Note will be added to attributes of features updated from drawings or field survey, to verify photogrametrically in conjunction with the next project in which imagery is acquired.



# LUBBOCK INTERNATIONAL AIRPORT

6/5/2014

## Updates to Airport Base-Mapping

Work In Accordance with AC 150 / 5300-16A, -17C, and -18B

### COST DETAILS BY LINE ITEMS

Line Items			Total
<b>Item A-1: Project Management and Initial Airports-GIS Documentation</b>			
Project Management	8.00 hour(s)	\$75/hr	\$600
Statement of Work (submitted to AGIS)	16.00 hour(s)	\$75/hr	\$1,200
Implementation Plans (submitted to AGIS)			
Geodetic Control Plan	0.00 hour(s)	\$75/hr	\$0
Imagery / Remote Sensing Plan	0.00 hour(s)	\$75/hr	\$0
Survey and QC Plan	0.00 hour(s)	\$75/hr	\$0
<b>SUB-TOTAL</b>			<b>\$1,800</b>
<b>Item A-2: Imagery Acquisition, Processing, and Products</b>			
Aerial Flight Missions with	0.00 mob(s)		\$0
Flight Mission 1:			
photos 1" = 660' (6" pixels)	0.00 exposure(s)		
Flight Mission 2:			
photos 1" = 1,600' (12" pixels)	0.00 exposure(s)		
Flight Mission 3:			
photos 1" = X,XXX' (XX" pixels)	0.00 exposure(s)		
Photo Products:			
Contact Prints (9"x9")	0.00 print(s)	\$20/ea	\$0
Diapositives (film positives)	0.00 diapositive(s)	\$30/ea	\$0
Digital Scans (2000 dpi, 12 microns)	0.00 scan(s)	\$20/ea	\$0
Aerotriangulation:			
Frames (AT Process)	0.00 frame(s)	\$40/ea	\$0
Orthophotos			
Flight Mission 1: individual tiles of 1" = 660' Imagery	0.00 ortho(s)	\$150/ea	\$0
Flight Mission 2: individual tiles of 1" = 1,600' imagery	0.00 ortho(s)	\$150/ea	\$0
Flight Mission 3: individual tiles	0.00 ortho(s)	\$150/ea	\$0
Mosaic & 5,000' Tile Production of 1" = 1,600' imag (17C)	0.00 ortho(s)	\$50/ea	\$0
<b>SUB-TOTAL</b>			<b>\$0</b>
<b>Item A-3: Field Survey Support &amp; Coordination (for surveys conducted by firm other than Geodetix)</b>			
Survey - Technical Consultation(s)	2.00 hour(s)	\$75/hr	\$150
QC Review of Data to be submittal to FAA/NGS	0.00 hour(s)	\$75/hr	\$0
Travel (Will not be invoiced if travel is not required)	0.00 trip	\$1,500	\$0
<b>SUB-TOTAL</b>			<b>\$150</b>
<b>Item A-4: Field Survey - Mob &amp; DeMob (1 mob)</b>			
Field Survey Mob/DeMob	0.00 day(s)	\$1,200/day	\$0
<b>SUB-TOTAL</b>			<b>\$0</b>
<b>Item A-5: Field Interviews</b>			
Airport Manager	0.00 hour(s)	\$70/hr	\$0
ATCT Manager	0.00 hour(s)	\$70/hr	\$0
FAA Airways Facilities Manager (NAVAID)	0.00 hour(s)	\$70/hr	\$0
<b>SUB-TOTAL</b>			<b>\$0</b>

Line Items			Geodetix	Total
<b>Item A-6: Field Survey &amp; Documentation - Photo Control Points (0) and Checkpoints (0)</b>				
Photo Control Layout (in office, on contact prints/.kmz file)	0.00 hour(s)	\$70/hr	\$0	
Construct Panel Points in Field (Qty 0)	0.00 day(s)	\$1,200/day	\$0	
Survey Photo Control Points and Checkpoints	0.00 day(s)	\$1,200/day	\$0	
Surveyor to Complete and Review Airports-GIS forms. 1 form per pt @ 0.25 hrs. ea. (Qty 35)	0.00 hour(s)	\$70/hr	\$0	
Digital Field Photos - Processing in Office (Captions, Add to Airports-GIS forms, Scan, Org., File Log) 2 photos pre pt. @ 0.25 hrs. ea. (Qty 70 photos)	0.00 hour(s)	\$70/hr	\$0	
OPUS Solutions - Checkpoints (Print, Scan, Organize)	0.00 hour(s)	\$70/hr	\$0	
<b>SUB-TOTAL</b>				<b>\$0</b>
<b>Item A-7: Field Survey &amp; Documentation - Geodetic Control (2 stations)</b>				
PACS/SACS or Temp Points - Recovery and Survey	0.00 day(s)	\$1,200/day	\$0	
Two Benchmarks - Recovery and Survey	0.00 day(s)	\$1,200/day	\$0	
Surveyor to Complete and Review Airports-GIS forms. 4 forms per sta + 1 @ 0.25 hrs ea. (Qty 9)	0.00 hour(s)	\$70/ea	\$0	
Digital Field Photos - Processing in Office (Captions, Add to Airports-GIS forms, Scan, Org., File Log) 4 photos per sta @ 0.5 hrs. ea. (Qty 8 photos)	4.00 hour(s)	\$70/ea	\$280	
Mark Recovery Reports (Submitted, Scan, Org.)	2.00 hour(s)	\$70/ea	\$140	
OPUS Solutions - Geodetic (Print, Scan, Organize)	0.00 hour(s)	\$70/ea	\$0	
Publication of Temp Points in NGS database (if applic.)	0.00 hour(s)	\$70/ea	\$0	
<b>SUB-TOTAL</b>				<b>\$420</b>
<b>Item A-8: Field Survey &amp; Documentation - Runway Features (All active rwy ends &amp; DT, Qty 0)</b>				
Runway Ends & Displaced Thresholds (0)	0.00 day(s)	\$1,200/day	\$0	
Runway Profiles (Part 139 - 10' stations with 10' offsets left & right, 2 runs - all runways)	0.00 day(s)	\$1,200/day	\$0	
Surveyor to Complete and Review Airports-GIS forms. 1 form per pt. +1 @ 0.25 hrs. ea. (Qty 0 forms)	0.00 hour(s)	\$70/hr	\$0	
Digital Field Photos - Processing in Office (Captions, Add to Airports-GIS forms, Scan, Org., File Log) 10 photos per end @ 0.25 hrs ea. (Qty 0 photos)	0.00 hour(s)	\$70/hr	\$0	
<b>SUB-TOTAL</b>				<b>\$0</b>
<b>Item A-9: Field Survey &amp; Docs - NAVAIDs On-Airport (Qty 0) and Off-Airport (10nm radius, Qty 0)</b>				
Field Survey	0.00 day(s)	\$1,200/day	\$0	
Surveyor to Complete and Review Airports-GIS forms. 1 form per NAVAID @ 0.25 hrs. ea. (Qty 0)	0.00 hour(s)	\$70/hr	\$0	
Digital Field Photos - Processing in Office (Captions, Add to Airports-GIS forms, Scan, Org., File Log) 2 photos per NAVAID @ 0.25 hrs. ea. (Qty 0 photos)	0.00 hour(s)	\$70/hr	\$0	
<b>SUB-TOTAL</b>				<b>\$0</b>
<b>Item A-10: Field Survey - GPS Data Post Processing &amp; Review</b>				
Raw GPS Data Processing	0.00 hour(s)	\$75/hr	\$0	
Quality Review by Reg. Prof. Land Surveyor	0.00 hour(s)	\$75/hr	\$0	
<b>SUB-TOTAL</b>				<b>\$0</b>

Line Items	Geodetix			Total
Item A-11: Geo-Spatial Data				
Mapping Compilation	Models	Hours/Model		
Model Setting	0.00	0.25	\$70/hr	\$0
Limited Features for IAP-only Development **				
VGAS inner, VGRPS, VGPS, VGPCS (660)	0.00	0.00	\$70/hr	\$0
VGAS outer & VGATS (1600)	0.00	0.00	\$70/hr	\$0
VGHS & VGCS (1600)	0.00	0.00	\$70/hr	\$0
Attribution / Enumeration	0.00	0.00	\$70/hr	\$0
Final Edit / QC	0.25	Compilation	\$0	\$0
**Feature classes required for IAP development include: airportcontrolpoint, landmarksegment, markingarea, navaidequipment, obstacle, obstructionarea, obstructionidsurface, runway, runwaycenterline, runwayelement, runwayend, runwaylabel and runwayintersection. Includes obstacle and landmark identification in all -18B VG surfaces.				
Airport Property Base-Mapping (Updates Only)				
Airport Property Only (Rwy 17R-35L area only)	24.00	1.00	\$70/hr	\$1,680
SUE - from record drawings	4.00	0.00	\$70/hr	\$0
Off-Airport (Obstacles & Landmark/Roadways)	0.00	0.00	\$70/hr	\$0
Topo	12.00	1.00	\$70/hr	\$840
Attribution / Enumeration	4.00	1.00	\$70/hr	\$280
Final Edit / QC	0.25	Compilation	\$2,800	\$700
Post-Construction / As-Built Survey & Update				
Runway (End pts, Disp Thres, EMAS, Blast Pad)	0.00	0.00	\$70/hr	\$0
Runway Profiles	0.00	0.00	\$70/hr	\$0
NAVAIDs	0.00	0.00	\$70/hr	\$0
Taxiways	0.00	7.00	\$70/hr	\$0
Topo	0.00	5.00	\$70/hr	\$0
Attribution / Enumeration	0.00	5.00	\$70/hr	\$0
Final Edit / QC	0.25	Compilation	\$0	\$0
Geo-Spatial Data Files				
	Hours			
AGIS "Test A Survey File" and error resolution	1.00	NA	\$70/hr	\$70
Convert CAD file to -18 B GIS	0.00	NA	\$70/hr	\$0
Convert AGIS file to Standard CAD file w/ Symbology	0.00	NA	\$71/hr	\$0
Convert AGIS file to other file type w/ Symbology	0.00	NA	\$70/hr	\$0
Other:				
Other:				
Other:				
SUB-TOTAL				\$3,570

Line Items			Geodetix	Total
<b>Item A-12: Airport Airspace Analysis (AAA)</b>				
Vertically-Guided	0.00 hour(s)	\$70/ea	\$0	
Digital Obstacle File Review	0.00 hour(s)	\$70/ea	\$0	
Non-Vertically Guided	0.00 hour(s)	\$70/ea	\$0	
<b>SUB-TOTAL</b>				<b>\$0</b>
<b>Item A-13: Imagery Data Submittals (per AC 150/5300-17C)</b>				
AP Imagery Acquisition Report	0.00 hour(s)	\$75/ea	\$0	
(Development of summary report, organization of imagery data and supporting documentation, and submittal to AGIS & FAA (DVD))				
Orthophotos & Metadata to FAA	0.00 hour(s)	\$75/ea	\$0	
(Development of metadata, submittal preparation of both orthos and metadata, submittal to FAA on DVDs)				
<b>SUB-TOTAL</b>				<b>\$0</b>
<b>Item A-14: Final Survey Data Submittals</b>				
Final Field Survey Data to Flight Procedures	0.00 hour(s)	\$70/ea	\$0	
Final Project Report Development & Submittal to AGIS	8.00 hour(s)	\$70/ea	\$560	
Final Geo-spatial Data (.dwg) Submittal to AGIS	2.00 hour(s)	\$70/ea	\$140	
Duplicate of All Submittals to Airport, Eng, or Prime Consultant on data shuttle upon project completion.	2.00 hour(s)	\$70/ea	\$140	
<b>SUB-TOTAL</b>				<b>\$840</b>
<b>Item A-15: UDDF Development</b>				
UDDF Development	0.00 hour(s)	\$70/ea	\$0	
<b>SUB-TOTAL</b>				<b>\$0</b>
<b>Item A-16: Reimbursable Agreement Application Support</b>				
Coordination and documentation preparation	0.00 hour(s)	\$75/ea	\$0	
<b>SUB-TOTAL</b>				<b>\$0</b>
<b>Item A-17: Miscellaneous</b>				
Construction Materials for Panel Points	0.00 points	\$40/ea	\$0	
Travel - Scoping / Kick-Off Meeting	0.00 person	\$1,500	\$0	
Travel - Interim Meeting	0.00 trip	\$1,500	\$0	
<b>SUB-TOTAL</b>				<b>\$0</b>
<b>PROJECT TOTAL</b>				<b>\$6,780</b>

# Lubbock Preston-Smith International Airport

## Exhibit 1 1 Runway 17R-35L Updates

6/5/2014



Geodetix shall

Update Twy A status code to "demolished".

Add new Runway Edge Lights, in area where Twy A was demolished, from design/construction drawings.

Add new Shoulder Edge Drain, from design/construction drawings.

Update the Perimeter Road, and the widening of the Blast Pads from design/construction drawings.

Update topography within the Runway Safety Area (red hatched area above) from field survey data, conducted by other(s).

Verify placement of new Runway Edge Lights (at demo'd Twy A) and dimensions of both Blast Pads dimensions (width and length) from field survey data, conducted by other(s).

Update changes to attributes/enumerations of features specified above, as required.

Submit updated geo-spatial data file (.dwg) to Airports-GIS.





City of Lubbock, Texas  
LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT  
**Runway 17R-35L**  
**Total Project Summary**  
FAA AIP#: 3-48-0138-039-2014  
Bid Package



Lubbock Preston Smith  
International Airport

7/25/2014

Description	Amount
Runway 17R-35L Base Bid - Construct From Taxiway A to Taxiway V, Useable Runway 6,448 feet	\$7,069,363.00
Runway 17R-35L Alternate 1 - Construct 17R End, Useable Runway 8,498 feet	\$5,692,742.35
Runway 17R-35L Alternate 2 - Construct 35L End, Useable Runway 7,173 feet	\$9,304,591.50
Runway 17R-35L Alternate 3 - Construct 17R-35L Center, Runway CLOSED	\$11,124,702.50
Runway 17R-35L Alternate 4 - Replace HIRL's	\$133,350.00
Runway 17R-35L Alternate 5 - Runway Safety Area Grading	\$2,857,472.50
<b>SUBTOTAL CONSTRUCTION</b>	<b>\$36,182,221.85</b>
<b>PROFESSIONAL SERVICES</b>	
Task 5CON - Construction Administration Services (PSC)	\$735,750
Task 6RPR - Project Resident Project Representative (PSC)	\$1,329,070
Task 7CLO - Project Closeout Services (PSC)	\$115,180
Task 9SSC - Subconsultant Services (Electrical, Paving, Surveying, Testing, AGIS)	\$1,188,210
<b>PROFESSIONAL SERVICES SUBTOTAL</b>	<b>\$3,368,209</b>
<b>TOTAL PROJECT</b>	<b>\$39,550,430.93</b>



City of Lubbock, Texas  
LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT  
Runway 17R-35L Base Bid - Construct From Taxiway A to Taxiway V  
Useable Runway 6,448 feet  
FAA AIP#: 3-48-0138-039-2014  
Bid Package



Lubbock Preston Smith  
International Airport

7/25/2014

Item	Description	Quantity	Unit	Unit Price	Amount
<b>BID ITEMS</b>					
1	Item P-140, Contractor Mobilization (8% max)	1	LS	\$525,000.00	\$525,000.00
2	Item P-101, Remove and Dispose of P-501, 13 to 15-inch Thickness, and P-304, ±8-inch Thickness	23,770	SY	\$25.00	\$594,250.00
3	Item P-101, Remove and Dispose of P-501, 13 to 15-inch Thickness	1,250	SY	\$25.00	\$31,250.00
4	Item P-101, Remove and Dispose of P-501, 7-inch Thickness, and P-304, 6-inch Thickness	3,990	SY	\$14.50	\$57,855.00
5	Item P-101, Remove and Dispose of Bituminous Surface, 2-inch Thickness, and Bituminous Base, 4-inch Thickness	2,290	SY	\$8.40	\$19,236.00
6	Item P-101, Remove and Dispose of Bituminous Surface, 2-inch Thickness, and Bituminous Base, 8-inch Thickness	1,860	SY	\$14.50	\$26,970.00
7	Item P-101, Concrete Seal Repair Including Surface Preparation and Repair Material	180	SF	\$80.00	\$14,400.00
8	Item P-101, Concrete Crack Seal Including Surface Preparation and Repair Material	3,000	LF	\$55.00	\$165,000.00
9	Item P-101, Repair Cracks in Asphalt Pavement, cracks between 1/8" to 1" (labor only)	7,570	LF	\$2.80	\$21,196.00
11	Item P-101, Repair Cracks in Asphalt Pavement, cracks greater than 1" (including material, labor, fabric barrier, in-lay asphalt, etc.)	2,530	LF	\$50.00	\$126,500.00
12	Item P-101, Rubber Removal	3,000	SY	\$3.00	\$9,000.00
13	Item P-101, Remove and Dispose of Culvert, Headwall and associated Items	1	LS	\$3,000.00	\$3,000.00
14	Item P-101, Demolish Electrical Manhole	3	EA	\$1,500.00	\$4,500.00
15	Item P-152, Excavation and stockpile of material to be reinstated by Contractor	8,080	CY	\$8.00	\$64,640.00
16	Item P-152, Excavation and haul-off material by Contractor	8,310	CY	\$20.00	\$166,200.00
17	Item P-152, Excavation for undercutting of unsuitable material (including obtaining and installing suitable borrow material)	1,000	CY	\$26.00	\$26,000.00
18	Item P-152, Grading and Subgrade Preparation Under Areas to be Paved (one 6-inch lift using in place material)	25,950	SY	\$1.40	\$36,330.00
19	Item P-152, Grading and Subgrade Preparation Under Areas to be Paved (one 8-inch lift using stockpiled material)	24,230	SY	\$2.10	\$50,883.00
20	Item P-152, Grading and Topsoil in Unpaved Areas	120,000	SY	\$0.75	\$90,000.00
21	Item P-153, Controlled Low Strength Material for Shoulder Backfill	360	CY	\$175.00	\$63,000.00
22	Item P-155, Lime Treated Subgrade, excluding lime (6-inch Thickness using stockpiled material)	25,950	SY	\$6.00	\$155,700.00
23	Item P-155, Lime used in LTSG	440	TON	\$175.00	\$77,000.00
24	Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control	1	LS	\$50,000.00	\$50,000.00
25	Item P-209, Crushed Aggregate Base Course (6-inch Thickness)	220	SY	\$50.00	\$11,000.00
26	Item P-209, Crushed Aggregate Base Course (10-inch Thickness)	1,510	SY	\$40.00	\$60,400.00
27	Item P-304, Cement Treated Base Course, (6-inch Thickness two 3-inch lifts)	24,230	SY	\$18.00	\$436,370.00
28	Item P-401, Plant Mix Bituminous Pavements (4-inch Thickness two 2-inch lifts)	5,350	TON	\$147.00	\$786,450.00
29	Item P-401, Plant Mix Bituminous Pavements (6-inch Thickness two 3-inch lifts)	1,610	TON	\$160.00	\$257,600.00
30	Item P-401, Plant Mix Bituminous Pavements (3% Bonus)	1	LS	\$31,321.50	\$31,321.50
31	Item P-501, Portland Cement Concrete Pavement (8-inch Thickness including additional milling as necessary)	135	SY	\$175.00	\$23,625.00
32	Item P-501, Portland Cement Concrete Pavement (9-inch Thickness)	215	SY	\$100.00	\$21,500.00
33	Item P-501, Portland Cement Concrete Pavement (13 to 15-inch Thickness)	1,250	SY	\$115.00	\$143,750.00
34	Item P-501, Portland Cement Concrete Pavement (16-inch Thickness)	23,770	SY	\$75.00	\$1,782,750.00
35	Item P-501, Portland Cement Concrete Pavement, 6% Bonus	1	LS	\$118,287.50	\$118,287.50
36	Item P-602, Bituminous Prime Coat, including hotchickel treatment	9,300	GAL	\$5.75	\$53,475.00
37	Item P-605, Joint Sealing Filler, Clean and seal joints in existing concrete Keel section (including labor and materials)	6,420	LF	\$2.10	\$13,482.00
38	Item P-605, Joint Sealing Filler, Material Used in Sealing Cracks in Existing Bituminous Pavement	330	GAL	\$0.10	\$33.00
39	Item P-620, Obliteration of Temporary Runway and Taxiway Painting	44,000	SF	\$0.75	\$33,000.00
40	Item P-620, Obliteration of Permanent Runway and Taxiway Painting	118,450	SF	\$1.10	\$130,295.00
41	Item P-620, Temporary Runway and Taxiway Painting	30,600	SF	\$0.45	\$13,770.00
42	Item P-620, Permanent Runway and Taxiway Painting	113,300	SF	\$0.45	\$50,985.00
43	Item P-621, Sawcut Grooving	19,000	SY	\$1.85	\$35,150.00
44	Item P-631, Refined Coal Tar Emulsion with Additives, Slurry Seal Surface Treatment (two coats as specified)	12,260	SY	\$2.85	\$34,941.00
45	Item D-705, Underdrain system (including piping, fittings, protective sleeve, cleanouts, backfill, and restoration of trench)	4,570	LF	\$41.00	\$187,370.00
46	Item D-705, Underdrain discharge line	370	LF	\$40.00	\$14,800.00
47	Item D-705, Tie into electrical system	6	EA	\$550.00	\$3,300.00
48	Item D-751, Precast manhole infiltration structure	2	EA	\$10,000.00	\$20,000.00
49	Item T-901, Soil Preparation, compost, seeding and fertilizing	25	AC	\$2,500.00	\$62,500.00
50	Item L-108, Bare No. 6 AWG shield wire, installed in trench or duct bank, including ground rods and exothermic bonds	620	LF	\$1.40	\$868.00
51	Item L-108, Remove No. 8 AWG, Type C, 5KV L-824G cable including trench and conduit	620	LF	\$5.50	\$3,410.00
52	Item L-108, No. 8 AWG, Type C, 5KV L-824G cable including trench and conduit	620	LF	\$15.00	\$9,300.00
53	Item L-116, Remove and Salvage Edge Light to Owner (including Removing and Disposing Base)	24	EA	\$55.00	\$1,320.00
54	Item L-116, Remove and Salvage airfield sign to Owner (including Removing and Disposing Base)	4	EA	\$400.00	\$1,600.00
55	Item L-125, Install Salvaged Medium Intensity Taxiway Light, base plate and transformer on new L-867 Base Can, including connection to new arounding rod and connection to existing ground wire	2	EA	\$900.00	\$1,800.00
56	Item L-125, New L-850 Fixture including new L-830-6 (200W) Transformer and PVC transformer support, on new L-867 Base Can including connection to new arounding rod and existing ground wire	1	EA	\$4,400.00	\$4,400.00
57	Item L-125, Install Centerline/TDZ Light Cans (including Connect Conduit to Existing Conduit and connect to new arounding rod and existing ground wire)	66	EA	\$2,100.00	\$138,600.00
58	Item L-125, New L-862 Threshold Fixture with new L-867 Base Can including new base plate with ground tab, L-830-6 (200W) Transformer and PVC transformer support, Connect to new arounding rod and existing ground wire	8	EA	\$1,500.00	\$12,000.00
59	Item MC, Nonwoven Geotextile Interlayer (including anchors)	25,180	SY	\$3.00	\$75,540.00
60	Item MC, Pavement patch / pothole repair	250	SY	\$65.00	\$16,250.00
61	Item MC, Install new Pavement Sensor	1	LS	\$16,000.00	\$16,000.00
62	Item MC, Provide and Install Temporary PAPI and REIL (including equipment, power, removal and site restoration)	1	LS	\$36,000.00	\$36,000.00
63	Item MC, Miscellaneous Items Associated with Temporary Relocated Threshold	1	LS	\$28,000.00	\$28,000.00
<b>BASE BID SUBTOTAL</b>					<b>\$7,069,363.00</b>
<b>PROFESSIONAL SERVICES</b>					
Task 5CON - Construction Administration Services (PSC)					169,540
Task 6RPR - Project Resident Project Representative (PSC)					280,000
Task 7CLO - Project Closeout Services (PSC)					36,900
Task 9SSC - Subconsultant Services (Electrical, Paving, Surveying, Testing)					247,500
<b>PROFESSIONAL SERVICES SUBTOTAL</b>					<b>\$733,940</b>
<b>TOTAL PROJECT (BASE BID + PROFESSIONAL SERVICES)</b>					<b>\$7,803,303.00</b>





City of Lubbock, Texas  
LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT  
Runway 17R-35L Alternate 1 - Construct 17R End  
Useable Runway 8,498 feet  
FAA AIP#: 3-48-0138-039-2014  
Bid Package



Lubbock Preston Smith  
International Airport

7/25/2014

**BID ITEMS**

A1-1	Item P-140, Contractor Mobilization (8% max)	1	LS	\$400,000.00	\$400,000.00
A1-2	Item P-101, Remove and Dispose of P-501, 13 to 15-inch Thickness, and P-304, 48-inch Thickness	22,070	SY	\$20.00	\$441,400.00
A1-3	Item P-101, Remove and Dispose of P-501, 13 to 15-inch Thickness	1,060	SY	\$25.00	\$26,500.00
A1-4	Item P-101, Remove and Dispose of Bituminous Surface, 2-inch Thickness, and Bituminous Base, 4-inch Thickness	2,190	SY	\$8.40	\$18,396.00
A1-5	Item P-101, Remove and Dispose of Bituminous Surface, 2-inch Thickness, and Bituminous Base, 8-inch Thickness	1,000	SY	\$14.50	\$14,500.00
A1-6	Item P-101, Concrete Spall Repair Including Surface Preparation and Repair Material	160	SF	\$80.00	\$12,800.00
A1-7	Item P-101, Concrete Crack Seal Including Surface Preparation and Repair Material	150	LF	\$55.00	\$8,250.00
A1-8	Item P-101, Repair Cracks in Asphalt Pavement, cracks between 1/8" to 1" (labor only)	7,020	LF	\$2.80	\$19,656.00
A1-9	Item P-101, Repair Cracks in Asphalt Pavement, cracks greater than 1" (including material, labor, fabric barrier, in-lav asphalt, etc.)	2,340	LF	\$50.00	\$117,000.00
A1-10	Item P-101, Rubber Removal	11,500	SY	\$3.00	\$34,500.00
A1-11	Item P-152, Excavation and stockpile of material to be reinstalled by Contractor	7,700	CY	\$8.00	\$61,600.00
A1-12	Item P-152, Excavation and haul-off material by Contractor	3,220	CY	\$20.00	\$64,400.00
A1-13	Item P-152, Excavation for undercutting of unsuitable material (including obtaining and installing suitable borrow material)	1,000	CY	\$25.00	\$25,000.00
A1-14	Item P-152 Grading and Subgrade Preparation Under Areas to be Paved (one 6-inch lift using in place material)	23,510	SY	\$1.40	\$32,914.00
A1-15	Item P-152 Grading and Subgrade Preparation Under Areas to be Paved (one 6-inch lift using stockpiled material)	22,510	SY	\$2.10	\$47,271.00
A1-16	Item P-152, Grading and Topsoil in Unpaved Areas	98,150	SY	\$0.75	\$73,612.50
A1-17	Item P-153, Controlled Low Strength Material for Shoulder Backfill	310	CY	\$175.00	\$54,250.00
A1-18	Item P-155, Lime Treated Subgrade, excluding lime (6-inches Thickness using stockpiled material)	22,510	SY	\$6.00	\$135,060.00
A1-19	Item P-155, Lime used in LTSG	380	TON	\$175.00	\$66,500.00
A1-20	Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control	1	LS	\$15,000.00	\$15,000.00
A1-21	Item P-209, Crushed Aggregate Base Course (6-inch Thickness)	1,010	SY	\$40.00	\$40,400.00
A1-22	Item P-304, Cement Treated Base Course, (6-inch Thickness)	22,510	SY	\$18.00	\$405,180.00
A1-23	Item P-401, Plant Mix Bituminous Pavements (4-inch thickness, two 2-inch lifts)	4,970	TON	\$137.50	\$683,375.00
A1-24	Item P-401, Plant Mix Bituminous Pavements (6-inch thickness, two 3-inch lifts)	1,052	TON	\$160.00	\$168,320.00
A1-25	Item P-401, Plant Mix Bituminous Pavements (3% Bonus)	1	LS	\$25,550.85	\$25,550.85
A1-26	Item P-501, Portland Cement Concrete Pavement (16-inch Thickness)	22,070	SY	\$67.50	\$1,489,725.00
A1-27	Item P-501, Portland Cement Concrete Pavement (14-inch Thickness)	1,060	SY	\$115.00	\$121,900.00
A1-28	Item P-501, Portland Cement Concrete Pavement (8-inch Thickness including additional milling as necessary)	75	SY	\$160.00	\$12,000.00
A1-29	Item P-501, Portland Cement Concrete Pavement (9-inch Thickness)	1,000	SY	\$75.00	\$75,000.00
A1-30	Item P-501, Portland Cement Concrete Pavement, 8% Bonus	1	LS	\$101,917.50	\$101,917.50
A1-31	Item P-602, Bituminous Prime Coat, including herbicidal treatment	8,800	GAL	\$5.75	\$50,600.00
A1-32	Item P-605, Joint Sealing Filler, Clean and seal joints in existing concrete Keel section (including labor and materials)	10,900	LF	\$2.00	\$21,800.00
A1-33	Item P-605, Joint Sealing Filler, Material Used in Sealing Cracks in Existing Bituminous Pavement	310	GAL	\$0.10	\$31.00
A1-34	Item P-620, Obliteration of Temporary Runway and Taxiway Painting	40,000	SF	\$0.75	\$30,000.00
A1-35	Item P-620, Obliteration of Permanent Runway and Taxiway Painting	123,340	SF	\$1.10	\$135,674.00
A1-36	Item P-620, Temporary Runway and Taxiway Painting	26,460	SF	\$0.45	\$11,907.00
A1-37	Item P-620, Permanent Runway and Taxiway Painting	87,550	SF	\$0.45	\$39,397.50
A1-38	Item P-621, Sawcut Grooving	17,540	SY	\$1.55	\$27,187.00
A1-39	Item P-631, Refined Coal Tar Emulsion with Additives, Slurry Seal Surface Treatment for 2-coat	10,830	SY	\$2.60	\$28,158.00
A1-40	Item D-705, Underdrain system (including piping, fittings, protective sleeve, cleanouts, backfill, and restoration of trench)	3,970	LF	\$36.00	\$142,920.00
A1-41	Item D-705, Tie into electrical system	2	EA	\$550.00	\$1,100.00
A1-42	Item T-901, Soil Preparation, compost, seeding and fertilizing	20	AC	\$2,500.00	\$50,000.00
A1-43	Item L-108, Bare No. 6 AWG shield wire, installed in trench or duct bank, including ground rods and anathemic bonds	400	LF	\$1.40	\$560.00
A1-44	Item L-108, Remove No. 8 AWG, Type C, 5KV L-824C cable including trench and conduit	400	LF	\$5.50	\$2,200.00
A1-45	Item L-108, No. 8 AWG, Type C, 5KV L-824C cable including trench and conduit	400	LF	\$15.00	\$6,000.00
A1-46	Item L-125, Install L-888 Centerline/TDZ Light Cans (Including Connect Conduit to Existing Conduit and connect to new arounding rod and existing around wire)	115	EA	\$2,100.00	\$241,500.00
A1-47	New L-850 Fixture, including New L-830-6 (200W) Transformer and transformer support, on new L-888 Base Can including connection to new arounding rod and existing around wire	1	EA	\$4,400.00	\$4,400.00
A1-48	Item MC, Nonwoven Geotextile Interlayer (including anchors)	23,360	SY	\$3.00	\$70,080.00
A1-49	Item MC, Miscellaneous Items Associated with Temporary Relocated Threshold	1	LS	\$10,000.00	\$10,000.00
A1-50	Item MC, Pavement patch / pothole repair	250	SY	\$55.00	\$13,750.00
A1-51	Item MC, Provide and Install Temporary PAPI and REIL (including equipment, power, removal and site restoration)	1	LS	\$25,000.00	\$25,000.00

**ALTERNATE 1 SUBTOTAL**

\$5,692,742.35

**PROFESSIONAL SERVICES**

Task 5CON - Construction Administration Services (PSC)	\$145,160
Task 6RPR - Project Resident Project Representative (PSC)	\$270,270
Task 7CLO - Project Closeout Services (PSC)	\$23,760
Task 8SSC - Subconsultant Services (Electrical, Paving, Surveying, Testing)	\$219,450
<b>PROFESSIONAL SERVICES SUBTOTAL</b>	\$658,640

**TOTAL PROJECT (ALTERNATE 1+PROFESSIONAL SERVICES)**

\$6,351,382.49



City of Lubbock, Texas  
**LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT**  
**Runway 17R-35L Alternate 2 - Construct 35L End**  
**Useable Runway 7,173 feet**  
**FAA AIP#: 3-48-0138-039-2014**  
**Bid Package**



Lubbock Preston Smith  
International Airport

7/25/2014

**BID ITEMS**

A2-1	Item P-140, Contractor Mobilization (8% max)	1	LS	\$650,000.00	\$650,000.00
A2-2	Item P-101, Remove and Dispose of P-501, 13 to 15-inch Thickness	39,760	SY	\$16.00	\$636,160.00
A2-3	Item P-101, Remove and Dispose of Bituminous Base Course (variable Thickness layer)	8,800	CY	\$23.00	\$202,400.00
A2-4	Item P-101, Remove and Dispose of Bituminous Surface, 2-inch Thickness, and Bituminous Base, 4-inch Thickness	3,610	SY	\$8.40	\$30,324.00
A2-5	Item P-101, Remove and Dispose of Bituminous Surface, 2-inch Thickness, and Bituminous Base, 8-inch Thickness	1,640	SY	\$14.50	\$23,780.00
A2-6	Item P-101, Concrete Spall Repair including Surface Preparation and Repair Material	20	SF	\$85.00	\$1,700.00
A2-7	Item P-101, Concrete Crack Seal including surface preparation and Repair Material	500	LF	\$55.00	\$27,500.00
A2-8	Item P-101, Repair Cracks in Asphalt Pavement, cracks between 1/8" to 1" (labor only)	8,510	LF	\$2.80	\$23,828.00
A2-9	Item P-101, Repair Cracks in Asphalt Pavement, cracks greater than 1" (including material, labor, fabric barrier, inlay, asphalt, etc.)	2,840	LF	\$50.00	\$142,000.00
A2-10	Item P-101, Rubber Removal	9,800	SY	\$3.00	\$29,400.00
A2-11	Item P-152, Excavation and stockpile of material to be reinstalled by Contractor	12,940	CY	\$8.00	\$103,520.00
A2-12	Item P-152, Excavation and haul-off material by Contractor	5,120	CY	\$20.00	\$102,400.00
A2-13	Item P-152, Excavation for undercutting of unsuitable material (including obtaining and installing suitable borrow material)	1,000	CY	\$25.00	\$25,000.00
A2-14	Item P-152 Grading and Subgrade Preparation Under Areas to be Paved (one 6-inch lift using in place material)	39,430	SY	\$1.30	\$51,259.00
A2-15	Item P-152 Grading and Subgrade Preparation Under Areas to be Paved (one 6-inch lift using stockpiled material)	38,230	SY	\$2.10	\$80,283.00
A2-16	Item P-152, Grading and Topsoil in Uneaved Areas	169,200	SY	\$0.75	\$126,900.00
A2-17	Item P-153, Controlled Low Strength Material for Shoulder Backfill	530	CY	\$175.00	\$92,750.00
A2-18	Item P-155, Lime Treated Subgrade, excluding lime (6-inches Thickness using stockpiled material)	39,430	SY	\$6.00	\$236,580.00
A2-19	Item P-155, Lime used in LTSG	670	TON	\$175.00	\$117,250.00
A2-20	Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control	1	LS	\$30,000.00	\$30,000.00
A2-21	Item P-209, Crushed Aggregate Base Course (6-inch Thickness)	1,150	SY	\$40.00	\$46,000.00
A2-22	Item P-304, Cement Treated Base Course, (6-inch Thickness)	38,230	SY	\$18.00	\$688,140.00
A2-23	Item P-401, Plant Mix Bituminous Pavements (4-inch thickness, two 2-inch lifts)	8,430	TON	\$140.00	\$1,180,200.00
A2-24	Item P-401, Plant Mix Bituminous Pavements (6-inch thickness two 3-inch lifts)	1,740	TON	\$160.00	\$278,400.00
A2-25	Item P-401, Plant Mix Bituminous Pavements (3% Bonus)	1	LS	\$43,758.00	\$43,758.00
A2-26	Item P-501, Portland Cement Concrete Pavement (16-inches Thickness)	37,510	SY	\$72.50	\$2,719,475.00
A2-27	Item P-501, Portland Cement Concrete Pavement (14-inches Thickness)	2,250	SY	\$115.00	\$258,750.00
A2-28	Item P-501, Portland Cement Concrete Pavement (8-inch Thickness including additional milling as necessary)	120	SY	\$170.00	\$20,400.00
A2-29	Item P-501, Portland Cement Concrete Pavement (9-inches Thickness)	1,150	SY	\$75.00	\$86,250.00
A2-30	Item P-501, Portland Cement Concrete Pavement, 6% Bonus	1	LS	\$185,092.50	\$185,092.50
A2-31	Item P-602, Bituminous Prime Coat, including herbicidal treatment	11,500	GAL	\$5.75	\$66,125.00
A2-32	Item P-605, Joint Sealing Filler, Clean and seal joints in existing concrete Keel section (including labor and materials)	10,120	LF	\$2.00	\$20,240.00
A2-33	Item P-605, Joint Sealing Filler, Material Used in Sealing Cracks in Existing Bituminous Pavement	370	GAL	\$0.10	\$37.00
A2-34	Item P-620, Obliteration of Temporary Runway and Taxiway Painting	47,400	SF	\$0.75	\$35,550.00
A2-35	Item P-620, Obliteration of Permanent Runway and Taxiway Painting	161,920	SF	\$1.10	\$178,112.00
A2-36	Item P-620, Temporary Runway and Taxiway Painting	33,860	SF	\$0.45	\$15,237.00
A2-37	Item P-620, Permanent Runway and Taxiway Painting	114,080	SF	\$0.45	\$51,336.00
A2-38	Item P-621, Sawcut Grooving	29,900	SY	\$1.65	\$49,335.00
A2-39	Item P-631, Refined Coal Tar Emulsion with Additives, Slurry Seal Surface Treatment for a 2-coat	27,420	SY	\$2.60	\$71,292.00
A2-40	Item D-705, Underdrain system (including piping, fittings, protective sleeve, cleanouts, backfill, and restoration of trench)	6,750	LF	\$39.00	\$263,250.00
A2-41	Item D-705, Tie into electrical system	6	EA	\$550.00	\$3,300.00
A2-42	Item T-901, Soil Preparation, compost, seeding and fertilizing	35	AC	\$2,500.00	\$87,500.00
A2-43	Item L-108, Bare No. 6 AWG shield wire, installed in trench or duct bank, including ground rods and exothermic bonds	1,020	LF	\$1.40	\$1,428.00
A2-44	Item L-108, Remove No. 8 AWG, Type C, 5KV L-824C cable including trench and conduit	1,020	LF	\$5.50	\$5,610.00
A2-45	Item L-108, No. 8 AWG, Type C, 5KV L-824C cable including trench and conduit	1,020	LF	\$15.00	\$15,300.00
A2-46	Item L-125, Salvage and Reinstall Existing L-862 Threshold Fixture on new L-867 Base Can, including connection to new grounding rod and existing ground wire	4	EA	\$2,100.00	\$8,400.00
A2-47	Item L-125, Replace Existing L-862 HIRL Fixture with new L-862 Fixture including new base plate with ground tab, L-830-18 (150VA) Transformer and PVC transformer support	4	EA	\$650.00	\$2,600.00
A2-48	Item MC, Nonwoven Geotextile Interlayer (including anchors)	38,980	SY	\$3.00	\$116,940.00
A2-49	Item MC, Miscellaneous Items Associated with Temporary Relocated Threshold	1	LS	\$7,000.00	\$7,000.00
A2-50	Item MC, Pavement patch / pothole repair	500	SY	\$55.00	\$27,500.00
A2-51	Item MC, Pavement Sensor	1	LS	\$15,000.00	\$15,000.00
A2-52	Item MC, Provide and Install Temporary PAPI and REIL (including equipment, power, removal and site restoration)	1	LS	\$24,000.00	\$24,000.00
<b>ALTERNATE 2 SUBTOTAL</b>					<b>\$9,304,591.50</b>

**PROFESSIONAL SERVICES**

Task 5CON - Construction Administration Services (PSC)	\$206,520
Task 6RPR - Project Resident/Project Representative (PSC)	\$378,830
Task 7CLO - Project Closeout Services (PSC)	\$25,460
Task 9SSC - Subconsultant Services (Electrical, Paving, Surveying, Testing)	\$303,120
<b>PROFESSIONAL SERVICES SUBTOTAL</b>	<b>\$913,930</b>

**TOTAL PROJECT (ALTERNATE 2 + PROFESSIONAL SERVICES)**

**\$10,218,521.70**



City of Lubbock, Texas  
**LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT**  
**Runway 17R-35L Alternate 3 - Construct 17R-35L Center**  
**Runway CLOSED**  
 FAA AIP#: 3-48-0138-039-2014  
 Bid Package



Lubbock Preston Smith  
International Airport

7/25/2014

Item	Description	Quantity	Unit	Unit Price	Amount
<b>BID ITEMS</b>					
A3-1	Item P-140, Contractor Mobilization (8% max)	1	LS	\$750,000.00	\$750,000.00
A3-2	Item P-101, Remove and Dispose of P-501, 13 to 15-inch Thickness, and P-304, 8-inch Thickness	5,450	SY	\$21.00	\$114,450.00
A3-3	Item P-101, Remove and Dispose of P-501, 13 to 15-inch Thickness	46,860	SY	\$14.00	\$656,040.00
A3-4	Item P-101, Remove and Dispose of Bituminous Base Course (variable Thickness layer)	10,660	CY	\$23.00	\$245,180.00
A3-5	Item P-101, Remove and Dispose of Bituminous Surface, 2-inch Thickness, and Bituminous Base, 4-inch	6,490	SY	\$8.40	\$54,516.00
A3-6	Item P-101, Remove and Dispose of Bituminous Surface, 2-inch Thickness, and Bituminous Base, 8-inch	1,960	SY	\$14.50	\$28,420.00
A3-7	Item P-101, Concrete Spall Repair Including Surface Preparation and Repair Material	20	SF	\$85.00	\$1,700.00
A3-8	Item P-101, Concrete Crack Seal Including Surface Preparation and Repair Material	430	LF	\$55.00	\$23,650.00
A3-9	Item P-101, Repair Cracks in Asphalt Pavement, cracks between 1/8" to 1" (labor only)	11,000	LF	\$2.80	\$30,800.00
A3-11	Item P-101, Repair Cracks in Asphalt Pavement, cracks greater than 1" (including material, labor, fabric barrier, in-lav asphalt, etc.)	3,700	LF	\$50.00	\$185,000.00
A3-12	Item P-101, Rubber Removal	2,862	SY	\$3.00	\$8,586.00
A3-13	Item P-101, Paint Removal	317,395	SF	\$1.10	\$349,134.50
A3-14	Item P-152, Excavation and stockpile of material to be reinstalled by Contractor	16,440	CY	\$8.00	\$131,520.00
A3-15	Item P-152, Excavation and haul-off material by Contractor	5,960	CY	\$20.00	\$119,200.00
A3-16	Item P-152, Excavation for undercutting of unsuitable material (including obtaining and installing suitable borrow material)	1,000	CY	\$25.00	\$25,000.00
A3-17	Item P-152 Grading and Subgrade Preparation Under Areas to be Paved (one 6-inch lift using in place material)	49,370	SY	\$1.30	\$64,181.00
A3-18	Item P-152 Grading and Subgrade Preparation Under Areas to be Paved (one 6-inch lift using stockpiled material)	49,370	SY	\$2.10	\$103,677.00
A3-19	Item P-152, Grading and Topsoil in Unpaved Areas	133,218	SY	\$0.75	\$99,913.50
A3-20	Item P-153, Controlled Low Strength Material for Shoulder Backfill	680	CY	\$175.00	\$119,000.00
A3-21	Item P-155, Lime Treated Subgrade, excluding lime (6-inches Thickness using stockpiled material)	49,300	SY	\$6.00	\$295,800.00
A3-22	Item P-155, Lime used in LTSG	840	TON	\$175.00	\$147,000.00
A3-23	Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control	1	LS	\$30,000.00	\$30,000.00
A3-24	Item P-304, Cement Treated Base Course, (6-inch Thickness)	49,370	SY	\$17.00	\$839,290.00
A3-25	Item P-401, Plant Mix Bituminous Pavements (4-inch thickness, two 2-inch lifts)	10,890	TON	\$135.00	\$1,470,150.00
A3-25	Item P-401, Plant Mix Bituminous Pavements (6-inch thickness, two 3-inch lifts)	2,070	TON	\$150.00	\$310,500.00
A3-26	Item P-401, Plant Mix Bituminous Pavements (3% Bonus)	1	LS	\$53,419.50	\$53,419.50
A3-27	Item P-501, Portland Cement Concrete Pavement (16-inch Thickness)	48,400	SY	\$66.50	\$3,218,600.00
A3-28	Item P-501, Portland Cement Concrete Pavement (14-inch Thickness)	3,910	SY	\$100.00	\$391,000.00
A3-29	Item P-501, Portland Cement Concrete Pavement (8-inch Thickness including additional milling as necessary)	150	SY	\$160.00	\$24,000.00
A3-30	Item P-501, Portland Cement Concrete Pavement, 6% Bonus	1	LS	\$218,016.00	\$218,016.00
A3-31	Item P-602, Bituminous Prime Coat, including herbicidal treatment	14,790	GAL	\$5.75	\$85,042.50
A3-32	Item P-605, Joint Sealing Filler, Clean and seal joints in existing concrete Keel section (including labor and materials)	13,050	LF	\$2.00	\$26,100.00
A3-33	Item P-605, Joint Sealing Filler, Material Used in Sealing Cracks in Existing Bituminous Pavement	475	GAL	\$0.10	\$47.50
A3-34	Item P-620, Permanent Runway and Taxiway Painting	317,400	SF	\$0.45	\$142,830.00
A3-35	Item P-621, Sawcut Grooving	38,670	SY	\$1.70	\$65,739.00
A3-36	Item P-631, Refined Coal Tar Emulsion with Additives, Slurry Seal Surface Treatment for a 2-coat system	28,690	SY	\$2.60	\$74,594.00
A3-37	Item D-705, Underdrain system (including piping, fittings, protective sleeve, cleanouts, backfill, and restoration of trench)	8,700	LF	\$39.00	\$339,300.00
A3-38	Item D-705, Tie into electrical system	8	EA	\$550.00	\$4,400.00
A3-39	Item T-901, Soil Preparation, Seeding and Fertilizing	27	AC	\$2,500.00	\$67,500.00
A3-40	Item L-868, Base Can for future centerline light, including connection to new grounding rod and existing ground	1	EA	\$1,900.00	\$1,900.00
A3-41	Item MC, Nonwoven Geotextile Interlayer (including anchors)	50,270	SY	\$2.80	\$140,756.00
A3-42	Item MC, Pavement patch / pothole repair	250	SY	\$55.00	\$13,750.00
A3-43	Item MC, Pavement Sensor	1	LS	\$15,000.00	\$15,000.00
A3-44	Item MC, Miscellaneous Electrical for Taxiway Lights and Signs	1	LS	\$8,000.00	\$8,000.00
A3-45	Item, L-850 Fixture, including new L-830-6 (200W) Transformer and transformer support, on new L-868 Base Can including connection to new grounding rod and existing ground wire	8	EA	\$4,000.00	\$32,000.00
<b>ALTERNATE 3 SUBTOTAL</b>					<b>\$11,124,702.50</b>
<b>PROFESSIONAL SERVICES</b>					
Task 5CON - Construction Administration Services (PSC)					\$214,530
Task 6RPR - Project Resident Project Representative (PSC)					\$399,970
Task 7CLO - Project Closeout Services (PSC)					\$29,060
Task 9SSC - Subconsultant Services (Electrical, Paving, Surveying, Testing)					\$418,140
<b>PROFESSIONAL SERVICES SUBTOTAL</b>					<b>\$1,061,700</b>
<b>TOTAL PROJECT (ALTERNATE 3+PROFESSIONAL SERVICES)</b>					<b>\$12,186,402.17</b>
					\$208,520



City of Lubbock, Texas  
LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT  
Runway 17R-35L Alternate 4 - Replace HIRL's



Lubbock Preston Smith  
International Airport

FAA AIP#: 3-48-0138-039-2014  
Bid Package

7/25/2014

Item	Description	Quantity	Unit	Unit Price	Amount
<b>BID ITEMS</b>					
A4-1	Item P-140, Contractor Mobilization (8% max)	1	LS	\$10,000.00	\$10,000.00
A4-2	Item L-862, Replace existing HIRL with New 120W HIRL RWY Edge fixture, transformer, and base plate with grounding lug	100	EA	\$560.00	\$56,000.00
A4-3	Item L-862, Replace L-862 Threshold fixture with new 200W L-862 Threshold fixture, transformer, and base plate with grounding lug on existing L-867 Base Can.	8	EA	\$560.00	\$4,480.00
A4-4	Item L-850, Replace existing L-850 fixture with New L-850 RWY fixture, including transformer(s)	12	EA	\$1,350.00	\$16,200.00
A4-5	Item L-108, #8, Type C, 5KV cable installed in duct	30,550	LF	\$1.40	\$42,770.00
A4-6	Item L-108, Non-metallic Saddle Cable Rack	30	EA	\$130.00	\$3,900.00
<b>ALTERNATE 4 SUBTOTAL</b>					<b>\$133,350.00</b>
Task 5CON - Construction Administration Services (Included in Alternate 3)					
Task 6RPR - Project Resident Project Representative (Included in Alternate 3)					
Task 7CLO - Project Closeout Services (Included in Alternate 3)					
Task 9SSC - Subconsultant Services (Electrical, Paving, Surveying, Testing) (Included in Alternate 3)					
<b>PROFESSIONAL SERVICES SUBTOTAL</b>					<b>\$0</b>
<b>TOTAL PROJECT (ALTERNATE 4+PROFESSIONAL SERVICES)</b>					<b>\$133,350.00</b>



City of Lubbock, Texas  
LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT  
Runway 17R-35L Alternate 5 - Runway Safety Area Grading

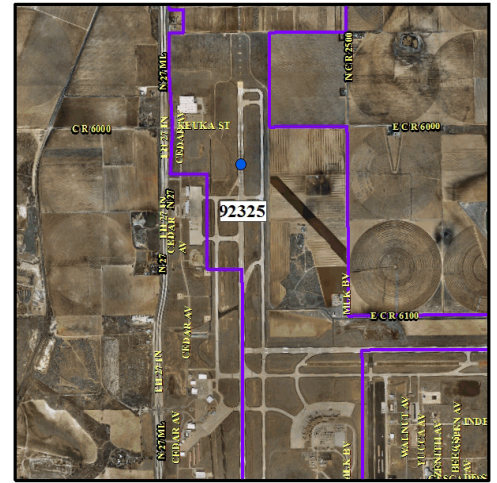


Lubbock Preston Smith  
International Airport

FAA AIP#: 3-48-0138-039-2014  
Bid Package

7/25/2014

Item	Description	Quantity	Unit	Unit Price	Amount
<b>BID ITEMS</b>					
A5-1	Item P-140, Contractor Mobilization (8% max)	1	LS	\$160,000.00	\$160,000.00
A5-2	Item P-152, Excavation	33,190	CY	\$17.50	\$580,825.00
A5-4	Item P-152, Embankment	17,410	CY	\$5.75	\$100,107.50
A5-5	Item P-152, Grading and Topsoil in Unpaved Areas	357,060	SY	\$4.00	\$1,428,240.00
A5-6	Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control	1	LS	\$15,000.00	\$15,000.00
A5-7	Item T-901, Soil Preparation, compost, seeding and fertilizing	74	AC	\$4,500.00	\$333,000.00
A5-8	Item T-904, Sodding, Soil Preparation and Fertilizing	9,030	SY	\$10.00	\$90,300.00
A5-9	Item MC, Taxiway Crossing and FOD Control	1	LS	\$150,000.00	\$150,000.00
<b>ALTERNATE 5 SUBTOTAL</b>					<b>\$2,857,472.50</b>
<b>PROFESSIONAL SERVICES</b>					
Task 5CON - Construction Administration Services (Included in Alternate 3)					
Task 6RPR - Project Resident Project Representative (Included in Alternate 3)					
Task 7CLO - Project Closeout Services (Included in Alternate 3)					
Task 9SSC - Subconsultant Services (Electrical, Paving, Surveying, Testing,) (Included in Alternate 3)					
<b>PROFESSIONAL SERVICES SUBTOTAL</b>					<b>\$0</b>
<b>TOTAL PROJECT (ALTERNATE 5+PROFESSIONAL SERVICES)</b>					<b>\$2,857,472.50</b>

*Managing Department* **Aviation Oper - Field Maint***Project Manager* **Kelly Campbell***Project Classification* **Upgrade/Major Maintenance***Project Status* **Approved***Project Scope*

Phase II of the rehabilitation of the airport's primary runway including construction observation services, surveying and testing fees, and construction services.

*Project Justification*

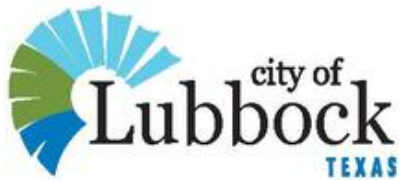
Portions of the pavement surfaces on Runway 17R/35L are more than 30 years old and showing signs of fatigue. Runway 17R/35L must be maintained to meet FAA regulations and avoid disruption to air service.

*Project History*

\$26,522,369 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Construction	26,522,369	0	0	0	0	0	0	26,522,369
<b>Total Project Appropriation</b>	26,522,369	0	0	0	0	0	0	26,522,369

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Federal Grant Funding	23,870,132	0	0	0	0	0	0	23,870,132
FY 2011 PFC Revenue CO's	13,791	0	0	0	0	0	0	13,791
FY 2014 PFC Revenue CO's	2,638,446	0	0	0	0	0	0	2,638,446
<b>Total Funding Sources</b>	26,522,369	0	0	0	0	0	0	26,522,369



**Regular City Council Meeting**

**7. 12.**

**Meeting Date:** 09/25/2014

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**Information**

**Agenda Item**

Discuss and consider taking action to acquire Original T Lubbock BLK 143, Lot 1-4 & OL 31, City of Lubbock, Lubbock County, Texas.

**Item Summary**

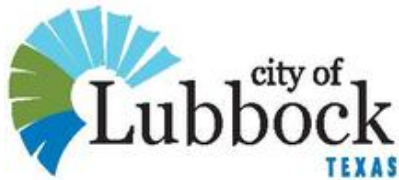
As stated above.

**Fiscal Impact**

**Staff/Board Recommending**

James Loomis, City Manager

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**Regular City Council Meeting**

**7. 13.**

**Meeting Date:** 09/25/2014

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**Information**

**Agenda Item**

Discuss and take action on the applicability of the Compensation Study as to the City Manager, City Secretary, City Attorney, Director of Lubbock Power & Light, and the General Counsel for Lubbock Power & Light.

**Item Summary**

As stated above.

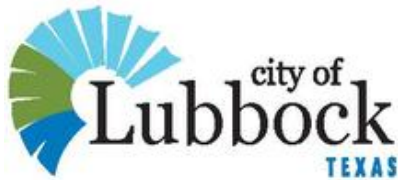
**Fiscal Impact**

**Staff/Board Recommending**

Latrelle Joy, Councilwoman, District 6

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## Regular City Council Meeting

7. 14.

Meeting Date: 09/25/2014

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### Information

#### Agenda Item

**Board Appointments - City Secretary:** Consider one appointment to the Canadian River Municipal Water Authority, three appointments to the Lubbock Economic Development Alliance Board of Directors, three appointments to the Market Lubbock Inc. Board of Directors, two appointments to the Model Codes & Construction Advisory Board, two appointments to the North Point Public Improvement District Board of Directors, one appointment to the Urban Design & Historic Preservation Commission, one appointment to the Veterans Advisory Committee, one appointment to the Water Board of Appeals, two appointments to the Zoning Board of Adjustment.

#### Item Summary

The North Point PID Advisory Board consists of five property owners or representatives of property owners within the North Point PID and are voted in by the North Point PID property owners. Elections for two open seats on the North Point PID Advisory Board were conducted at the annual North Point PID Property Owners' Meeting held on August 11, 2014. Each lot within the North Point PID was given one vote per seat. The North Point PID consists of 750 total lots, and 389 ballots were received. The newly appointed board members will each serve three-year terms.

#### Fiscal Impact

None.

#### Staff/Board Recommending

Rebecca Garza, City Secretary

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