City of Lubbock, Texas
Regular City Council Meeting
August 9, 2022

Tray Payne, Mayor
Shelia Patterson Harris, Mayor Pro Tem, District 2
Christy Martinez-Garcia, Councilwoman, District 1
Mark W. McBrayer, Councilman, District 3
Steve Massengale, Councilman, District 4
Dr. Jennifer Wilson, Councilwoman, District 5
Latrelle Joy, Councilwoman, District 6

W. Jarrett Atkinson, City Manager
Chad Weaver, City Attorney
Rebecca Garza, City Secretary

http://www.mylubbock.us

City Council Chambers, Citizens Tower, 1314 Avenue K, 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 (806)775-2061 or write to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

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

2:00 p.m. - City Council convenes in City Council Chambers in Work Session regarding items for presentation and discussion on such issues that may require in-depth consideration by the City Council.

1. Hear and discuss presentations regarding the following and provide guidance to staff as appropriate.

1. 1. Presentation and discussion of the Proposed FY 2022-23 Operating Budget and Capital Program, and discuss all funds of the City, including but not limited to General Fund, Debt Service Fund, Internal Services, Enterprise Funds, Special Revenue Funds, Component Units, Related Entities, Debt and Debt Obligations, Capital Improvement Program, and related and associated items; and take action to direct the City Manager to make changes to said Budget.

At the completion of the Work Session, City Council recesses into Executive Session.

2. **Executive Session**

2. 1. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters, the appointment, employment, evaluation or reassignment of the following:

2. 1. 1. City Attorney

2. 1. 2. City Manager

2. 1. 3. City Secretary

Adjourn from Executive Session

Immediately following the conclusion of the Executive Session, the City Council reconvenes in Open Session in City Council Chambers.

3. **Ceremonial Items**

3. 1. Invocation

3. 2. Pledges of Allegiance

Call to Order

4. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on August 9, 2022. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.**

5. **Minutes**

5. 1. June 21, 2022 Special City Council Meeting - Electric Utility Board
July 12, 2022 Regular City Council Meeting

6. **Consent Agenda - Items considered to be routine are 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 Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2022-O00106, Amendment 33, amending the FY 2021-22 Budget for municipal purposes respecting the Central Business District TIF Capital Fund to appropriate additional grant funding for Capital Improvement Project 92756, Civic Park; providing for filing; and providing for a savings clause.

6. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 34, amending the FY 2021-22 Budget for municipal purposes respecting the Abandoned Vehicle Fund; providing for filing; and providing for a savings clause.

6. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 35, amending the FY 2021-22 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Commission on Environmental Quality for the Hazardous Waste Collection Event and the Electronics Waste Collection Event; providing for filing; and providing for a savings clause

6. 4. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2022-O00107, abandoning and closing a portion of the 149th Street right-of-way located south of Lot 7, Sedona Addition, Lubbock County, Texas.

6. 5. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing alley right-of-way located in Block 3, Roberts and McWhorter Addition, Lubbock County, Texas.

6. 6. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Contract 16727, with Plummer Associates, Inc., for professional engineering construction phase services for the construction of the new 8-million-gallon ground storage tank at the North Water Treatment Plant.

6. 7. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Change Order No. 3 to Contract 15477, with Garney Construction, for construction of the Low Head C Supply Line.

6. 8. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Texas Panhandle Forensics, LLC, at 2002 Avenue J, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Development Corporation.

6. 9. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to WMAO, LLC, at 907 Texas Avenue, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

6. 10. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 364478, with Dell Marketing, LP, for Dell laptops and accessories for the Police Department.

6. 11. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31067663, with Lubbock Truck Sales, for the purchase of one Tandem Axle, Cab and Chassis Truck, for the Water Distribution & Maintenance Department.

6. 12. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31067757, in accordance with BuyBoard Contract 601-19, with Doggett Freightliner of South Texas LLC, for the purchase of one 2023 Freightliner 114SD 12-Yard Dump Truck, for the Alley Maintenance Department.

6. 13. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute a FY 2023 Section 5307 Grant, TxDOT URB 2302 (05), Project ID 51309020523, with the Texas Department of Transportation, for operating assistance for Citibus.

6. 14. **Resolution - Emergency Management:** Consider a resolution authorizing and approving the 2022 City of Lubbock/Lubbock County Inter-jurisdictional Emergency Management Plan.

6. 15. **Ordinance 2nd Reading - Planning (District 1):** Consider Ordinance No. 2022-O00108, for Zone Case 2341-D, a request of DLC Designs, LLC for Hi-Plains Buildings, for a zone change from Apartment-Medical District (AM) to General Retail District (C-3) at 1103, 1105, and 1107 North Hartford Avenue, located south of Clovis Road and west of North Hartford Avenue, Riceland Addition, Block 4, Lots 12, 13, and 14.

6. 16. **Ordinance 2nd Reading - Planning (District 2):** Consider Ordinance No. 2022-O00115, for Zone Case 0343-A, a request of La Huerta Estate, LLC, for a zone change from Commercial District (C-4) to Family Apartment District (A-1), at 312 East 34th Street, located south of East 34th Street and east of Cedar Avenue, Berry Addition, Block 2, Lots 4-6.

6. 17. **Ordinanc 2nd Reading - Planning (District 2):** Consider Ordinance No. 2022-O00109, for Zone Case 3466, a request of Hugo Reed and Associates, Inc. for Cotton Ridge Development, LLC, for a zone change from Transition District (T) to Reduced Setback Single-Family District (R-1A), Family Apartment District (A-1), Local Retail District (C-2) and Interstate Highway Commercial District (IHC), generally located south of 98th Street and west of U.S. Highway 87 on 140.3 acres of unplatted land out of Block E, Section 11.

6. 18. **Ordinance 2nd Reading - Planning (District 3):** Consider Ordinance No. 2022-O00110, for Zone Case 1427-A, a request of Toni Burns for The Baptist Church College Property, for a zone change from Two-Family District (R-2) to Family Apartment District (A-1), at 4601 and 4605 39th Street and 4602 40th Street, College Heights Addition, Block 20, Lots 1-2 and Lot 12 and the east 35 feet of Lot 11.

6. 19. **Ordinance 2nd Reading - Planning (District 3):** Consider Ordinance No. 2022-O00111, for Zone Case 1758-G, a request of Farzad Zahrouni, Lubbock Hookah Lounge for Plains Plaza Partnership, for a zone change from General Retail District (C-3) to Commercial District (C-4) Specific Use for a bar, at 5412 Slide Road, Suite 800, located south of 54th Street and west of Slide Road, Buster Long Addition, Lot 109A.

6. 20. **Ordinance 2nd Reading - Planning (District 3):** Consider Ordinance No. 2022-O00112, for Zone Case 1771-C, a request of Big Cat Properties, Inc. for Buslon, Inc., for a Specific Use for a Game Room on property zoned Commercial District (C-4), at 5145 Aberdeen Avenue, located east of Aberdeen Avenue and north of 54th Street, Buster Long Addition, Lots 8, 98, and 99.

6. 21. **Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2022-O00113, for Zone Case 3465, a request of Hugo Reed & Associates, Inc. for Loop 88, LLC, for a zone change from Transition District (T) to Interstate Highway Industrial District (IHI), Family Apartment District (A-1) and Reduced Setback Single-Family District (R-1A) Specific Use for Garden Homes, at 401 146th Street and 202 East 146th Street, located north of Woodrow Road and east of U.S. Highway 87, on 758.9 acres of unplatted land out of Block E, Sections 19 and 20.

6. 22. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2022-O00114, for Zone Case 2995-FF, a request of CMS Properties for 69th Street Development, LTD, for a zone change from General Retail District (C-3) to Commercial District (C-4), at 6309 66th Street, Suite 200, located east of Milwaukee Avenue and south of 66th Street, Commons East Addition, Tract J.

7. **Regular Agenda**

7. 1. **Ordinance 2nd Reading - Planning (District 3):** Consider Ordinance No. 2022-O00116, for Zone Case 1615-N, a request of Home Depot, for a zone change from Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center to Commercial District (C-4), at 5801 West Loop 289, located east of West Loop 289 and south of 58th Street, South Plains Addition, Tract C.

7. 2. **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute a Municipal Services Agreement, with Lone Oak Homes, LC, a Texas Limited Company, for the requested annexation of an area of land generally described as 144 acres south of East 82nd Street and west of Martin Luther King Jr. Boulevard, into Lubbock's corporate limits, along with the adjacent right-of-way.

7. 3. **Resolution - Finance:** Consider a resolution adopting a proposed tax rate that will result in additional revenues as outlined in Section 26.05 (d) of the Tax Code of the State of Texas, and setting the date for the public hearing to discuss the proposed tax rate.

7. 4. **Resolution - Lubbock Power & Light:** Consider a resolution authorizing the Mayor of the City of Lubbock to execute and submit to the Electric Reliability Council of Texas ("ERCOT") that certain Lubbock Power & Light Notice of Intent to Opt into Retail Competition, as required by ERCOT's Opt-in Checklist, and as attached to the resolution.

7. 5. **Ordinance Single Reading - Lubbock Power & Light:** Consider an ordinance providing for the issuance of City of Lubbock, Texas, Electric Light And Power System Revenue Bonds; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract; authorizing termination of the Electric Light and Power System Revenue Revolving Note Program; and enacting other provisions relating thereto.

Information

Agenda Item

June 21, 2022 Special City Council Meeting - Electric Utility Board
July 12, 2022 Regular City Council Meeting

Item Summary

June 21, 2022 Special City Council Meeting - Electric Utility Board
July 12, 2022 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

6.21.2022 S EUB
7.12.2022

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
June 21, 2022
11:00 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 21st of June, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 11:00 a.m.

11:04 A.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

Present: Mayor Tray Payne; Mayor Pro Tem Shelia Patterson Harris; Council Member Latrelle Joy; Council Member Christy Martinez-Garcia; Council Member Steve Massengale; City Manager W. Jarrett Atkinson; City Attorney Chad Weaver; Deputy City Secretary Courtney Paz

Absent: Council Member Mark W. McBrayer; Council Member Dr. Jennifer Wilson

This was a meeting of the Electric Utility Board. A quorum of Council Members attended and participated in discussions during the meeting in which the board considered the following topics as shown below.

Note: The Electric Utility Board addressed agenda items in the following order:
- *Public Comment 1.1; and Executive Session*
- *No quorum, of City Council, was present for all other items.*

1. PUBLIC COMMENT

1. 1. This period, of up to thirty minutes, is dedicated to public comment. Each member of the public will have three minutes to speak. Any member of the public that requires the assistance of a translator will have six minutes to speak. Comments must be limited to only those items posted on the Electric Utility Board agenda. Any member of the public wishing to speak shall sign up on the public comment sheet on the day of the Electric Utility Board Meeting. The Electric Utility Board shall follow the order of persons wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for public comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.

No one appeared to speak.

2. EXECUTIVE SESSION

This meeting was called into a closed session at 11:06 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 12:25 p.m. and adjourned.

2. 1. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:

2. 1. 1. Generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling.

2. 1. 1. 1. Discuss and deliberate generation unit matters.

2. 1. 2. Bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies.

2. 1. 2. 1. Discuss and deliberate issues regarding bidding and pricing for purchased power, generation, and fuel, and Electric Reliability Council of Texas prices and related services and strategies.

2. 1. 3. Effective fuel and purchased power agreements and fuel transportation arrangements and contracts.

2. 1. 3. 1. Discuss and deliberate purchased power agreements and fuel matters.

2. 1. 4. Risk management information, contracts, and strategies, including fuel hedging and storage.

2. 1. 4. 1. Discuss and deliberate risk management strategies.

2. 1. 5. Plans, studies, proposals, and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider).

2. 1. 6. Customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.

2. 2. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:

2. 2. 1. Legal issues regarding contract(s), including Purchase Orders, herein listed on the agenda.

2. 2. 2. Legal advice and counsel regarding matters identified in Section 2.1-2.1.6 of this Agenda.

2. 2. 3. Legal advice and counsel regarding purchased power agreements.

2. 2. 4. Project to identify issues pertaining to Lubbock Power & Light's proposal to transfer existing facilities and load into the Electric Reliability Council of Texas, PUC Project No. 53198, proceeding before the Public Utility Commission of Texas.

2. 2. 5. Application of the City of Lubbock, acting by and through Lubbock Power & Light, for authority to connect remaining portion of its load with Electric Reliability Council of Texas and for approval of settlement agreement, PUC Docket No. 53529, proceeding before the Public Utility Commission of Texas.

2. 3. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee (Director of Electric Utilities and General Counsel).

12:00 p.m. – Approximately - *Following completion of the Executive Session, the Electric Utility Board will reconvene in open session to discuss the items listed below. It is anticipated that the open session will begin at* ***12:00 p.m.*** *However, this is an approximation and the Board may begin the open session earlier or later depending on when the Executive Session is complete.*

3. REGULAR SESSION

3. 1. The Board will approve the minutes from the Regular Electric Utility Board Meeting on May 17, 2022.

***This item was deleted.**

3. 2. Presentation and discussion of the update/report by the Director of Electric Utilities, or his designee, regarding strategic planning, customer service, rates, business center practices, procedures and policies, customer concerns and complaints, billing system, forms, and procedures, status of transmission and distribution projects, generation, mutual aid, weather events and business, outage, and restoration efforts, staffing levels, personnel, regulatory matters, and operational performance metrics.

***This item was deleted.**

3. 3. The Board will consider and take possible minuted action regarding the time, place, and date for a Special Meeting of the Electric Utility Board for a Strategic Planning Meeting.

***This item was deleted.**

3. 4. Presentation and discussion of financial and capital statements, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues, reserve account funding, cost allocation, revenue and expense projections, power cost recovery factor, customer metering, tariff and billing, service and administrative issues.

***This item was deleted.**

3. 5. Presentation and discussion by the Chief Operating Officer, or his designee, regarding resource allocation and supply chain management, including but not limited to resources such as transformers, cable, wire, poles, and other items necessary for the operation of a municipally owned electric utility.

***This item was deleted.**

3. 6. The Board will consider a resolution recommending a preliminary plan of finance to the City Council of the City of Lubbock, related to the upcoming sale of Electric Light & Power System Revenue Bonds, in one or more series, to provide financing for Electric Light & Power System improvement projects and to refund obligations related to that certain Settlement Agreement entered into between the City of Lubbock, acting by and through Lubbock Power & Light and Southwestern Public Service Company dated May 27, 2021, EUB Resolution No. EUB 2021-R0039, and City Council Resolution No. 2021-R0201.

***This item was deleted.**

3. 7. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding any updates on the transition to retail customer choice for Lubbock Power & Light's certificated area.

***This item was deleted.**

3. 8. Discussion regarding renewable energy resources and energy efficiency matters for residential and commercial properties, including, distributed generation, solar panels, interconnection agreements for distributed generation, electric vehicle charging stations, and weatherization.

***This item was deleted.**

4. CONSENT AGENDA

4. 1. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute a Public Works Contract, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Primoris T&D Services, LLC, RFP# 7144-22-ELD, for Erskine & Wadsworth Substation Feeder Construction Services. This proposal, in the amount of $935,648, is for the construction services to upgrade the existing infrastructure of the distribution systems in the Erskine and Wadsworth areas.

***This item was deleted.**

4. 2. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Southland Grid Structures, LLC, RFP# 7151-22-ELD, for LP&L Vicksburg Substation Structures. This proposal, in the amount of $539,920, is for the new operating ring bus and associated equipment required for the new feeder bays at Vicksburg Substation.

***This item was deleted.**

4. 3. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute a Contract, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Angelina Fiber Recovery, Inc., RFP# 7156-22-ELD, for LP&L Wooden Utility Pole Disposal Services - Annual Pricing. This proposal establishes a new annual pricing for the disposal of ruined and broken wooden utility poles estimated at $72,000.

***This item was deleted.**

4. 4. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Orders as concerns line items 2, 5, 6, 7, 8, 12, 14, 17, 18, 20, 21, 22, 25, 37, 38, 39, 40, 42, 48, 49, 52, 54, 55, 57, 60, 62, 63, 64, 66, 70, and 71, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Anixter Inc.; as concerns line items 9, 11, 13, 15, 35, 36, 56, 65, 69, 73, and 74, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Stuart C. Irby; as concerns line items 1, 3, 4, 10, 16, 19, 23, 33, 41, 43, 44, 45, 46, 47, 50, 51, 53, 58, 59, 61, 68, and 72, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Techline Inc., ITB# 7158-22-ELD, for LP&L Hardware for Feeder Projects. This bid, totaling $474,486, is for the purchase of hardware required for the upgrades and build out of the substation feeder lines at Wadsworth, Slaton, Co-Op, Vicksburg, and McDonald substations.

***This item was deleted.**

4. 5. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Orders, as concerns line items 1, 4, and 5, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and American Wire Group; as concerns line items 2, 3, 6 and 7, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Techline Inc., for ITB# 7159-22-ELD, for LP&L Various Conductors. This bid, totaling $2,000,775, is for the purchase of conductors that will be used to maintain, upgrade, and build new overhead and underground lines.

***This item was deleted.**

4. 6. The Board will consider a resolution ratifying Purchase Order No. 21403576, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Anixter Inc., for Distribution Transformers. A critical business need (CBN) was issued on May 11, 2022, for distribution transformers due to supply chain issues which caused a substantial decrease in supply. A quote request was issued under this CBN and LP&L was able to procure 100 transformers in the amount of $239,930.

***This item was deleted.**

12:25 P.M. CITY COUNCIL ADJOURNED

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

The June 21, 2022 Special City Council Meeting minutes were approved by the City Council on the 9th day of August, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

***This item was discussed, by the Board, without a quorum of Council Members present.**

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
July 12, 2022
4:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 12th of July, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 4:00 p.m.

4:01 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

Present: Mayor Tray Payne; Council Member Latrelle Joy; Council Member Christy Martinez-Garcia; Council Member Steve Massengale; Council Member Mark W. McBrayer; Council Member Dr. Jennifer Wilson; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver

Absent: Mayor Pro Tem Shelia Patterson Harris

Note: City Council addressed agenda items in the following order:
- *Executive Session; 2.1-2.2; Citizen Comments 3; 4.1; 5.1-5.18; 6.1; 6.4; and 6.2-6.3.*
- *Item No. 6.1 was postponed to August 23, 2022.*
- *Item No. 6.4 was postponed to July 26, 2022.*

1. Executive Session

The meeting recessed at 4:02 p.m. and reconvened in Executive Session under the provision of Section 551, Texas Government Code. City Council adjourned from Executive Session at 4:30 p.m. The meeting was called back into open session at 4:55 p.m., and was called to order at 5:02 p.m.

1. 1. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters, the appointment, employment, evaluation or reassignment of the following:

1. 1. 1. City Attorney

1. 1. 2. City Manager

1. 1. 3. City Secretary

1. 2. 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 Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Permit and License Appeal Board, and the Zoning Board of Adjustment.

4:30 p.m. - City Council reconvenes in Open Session in City Council Chambers.

City Council reconvened at 4:55 p.m.

2. Ceremonial Items

2. 1. Invocation

Pastor Ben Lagasse, Redeemer Church, led the invocation.

2. 2. Pledges of Allegiance

Pledges of Allegiance, to the United States and Texas Flags, were led by Council Member Steve Massengale.

Call to Order

The meeting was called to order at 5:02 p.m.

3. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 5:00 p.m. on July 12, 2022. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.

No one appeared to speak.

4. Minutes

4. 1. May 17, 2022 Special City Council Meeting - Electric Utility Board
June 14, 2022 Regular City Council Meeting
June 16, 2022 Special City Council Meeting - City Council Bus Tour

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve the May 17, 2022 Special City Council Meeting - Electric Utility Board minutes; the June 14, 2022 Regular City Council Meeting minutes; and the June 16, 2022 Special City Council Meeting - City Council Bus Tour minutes.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Shelia Patterson Harris (ABSENT)

5. Consent Agenda - Items considered to be routine are 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 Christy Martinez-Garcia, seconded by Council Member Latrelle Joy, to approve items 5.1-5.18.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Shelia Patterson Harris (ABSENT)

5. 1. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2022-O0104, Amendment 31, amending the FY 2021-22 Budget for municipal purposes respecting the Airport Capital Fund; and providing for a savings clause.

5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2022-O0105, Amendment 32, amending the FY 2021-22 Budget for municipal purposes respecting all funds Bearing Financial Commitments in regard to Electric, unleaded fuel and diesel fuel; and providing for a savings clause.

Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

5. 3. **Ordinance 2nd Reading - Engineering:** Ordinance No. 2022-O0103, amending Chapter 30 "Lakes, Waterways and Floodplain" of the Code of Ordinances of the City of Lubbock, in order to extend freeboard requirements to residential machinery and equipment.

5. 4. **Resolution - Traffic Operations:** Resolution No. 2022-R0305, authorizing the Mayor to execute Contract 16620, with Utility Contractors of America, Inc., for underground boring services.

5. 5. **Resolution - Traffic Operations:** Resolution No. 2022-R0306, authorizing the Mayor to execute Contract 16624, with Precision Drilling, a division of Brown-McKee, Inc., for traffic signal pier drilling services.

5. 6. **Resolution - Community Development:** Resolution No. 2022-R0307, authorizing the City Council to accept, for and on behalf of the City of Lubbock, a General Warranty Deed as described in Exhibit A, associated with the transfer of various parcels of land from the Urban Renewal Agency to the City of Lubbock, Lubbock County, Texas.

Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

5. 7. **Resolution - Aviation:** Resolution No. 2022-R0308, authorizing the Mayor to execute a lease agreement, with Abilene Aero, Inc. d/b/a Lubbock Aero, at the Lubbock Preston Smith International Airport.

5. 8. **Resolution - Aviation:** Resolution No. 2022-R0309, authorizing the Mayor to execute a lease agreement, with Robert Madden Industries, Ltd., for building a new hangar at the Lubbock Preston Smith International Airport.

5. 9. **Resolution - Aviation:** Resolution No. 2022-R0310, authorizing the Mayor to execute a non-aeronautical lease agreement, with Marco Steel & Aluminum Co., for the lease of warehouses and premises for storing and processing steel and steel products at the Lubbock Preston Smith International Airport.

5. 10. **Resolution - Facilities Management:** Resolution No. 2022-R0311, authorizing the Mayor to execute Amendment No. 1 to Public Works Contract 15261, with Teinert Construction, for services related to the construction of the Municipal Parking Garage.

5. 11. **Resolution - Information Technology:** Resolution No. 2022-R0312, authorizing the Mayor to execute Purchase Order 33001638, with CDW Government, LLC, for professional services related to the planned upgrade of the Microsoft active directory migration and domain consolidation project for Public Safety.

5. 12. **Resolution - Information Technology:** Resolution No. 2022-R0313, authorizing the Mayor to execute Purchase Order 33001641, with Dell Financial Services, LLC, for a two-year VMware Enterprise License Agreement for support for cloud-based and virtual hardware and storage.

5. 13. **Ordinance 2nd Reading - Planning (District 1):** Ordinance No. 2022-O0095, for Zone Case 696-A, a request of Stantec Consulting Services for Devon Self-Storage, for a Specific Use for a self-storage facility on property zoned Commercial District (C-4) at 2010 Avenue R, located south of 20th Street and west of Avenue R, Sherwood Addition, Lot 1.

5. 14. **Ordinance 2nd Reading - Planning (District 2):** Ordinance No. 2022-O0096, for Zone Case 2418-C, a request of 3D Land Development, LLC, for a zone change from High-Density Apartment District (A-2) Specific Use to Two-Family District (R-2), at 3504, 3506, 3507, and 3508 East Cornell Drive and 402 North Ironwood Avenue, Cherry Point Addition, Lots 423-427.

5. 15. **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2022-O0097, for Zone Case 3257-O, a request of City of Lubbock, Lubbock Fire Rescue, for a Specific Use for Public Use on property zoned Garden Office District (GO), at 3302 142nd Street, located north of 142nd Street and east of Indiana Avenue, on 2.5 acres of unplatted land out of Block AK, Section 1.

5. 16. **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2022-O0098, for Zone Case 3356-A, a request of Betenbough Homes, for a zone change from General Retail District (C-3) to Interstate Highway Commercial District (IHC), at 3136 130th Street, located north of 130th Street and west of Flint Avenue, on 4.201 acres of unplatted land out of Block E2, Section 21.

5. 17. **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2022-O0099, for Zone Case 3016-D, a request of AMD Engineering, LLC for the Kelling Family Revocable Trust, and Enrico and Teresita Aguas, for a zone change from Apartment-Medical District (AM), Transition District (T), and Garden Office District (GO) to Local Retail District (C-2) Specific Use for a self-storage facility, generally located west of Quincy Avenue and south of 98th Street, on 7.36

acres of unplatted land out of Block AK, Section 22.

5. 18. **Ordinance 2nd Reading - Planning (District 6):** Ordinance No. 2022-O0100, for Zone Case 3289-A, a request of Betenbough Homes for Alcove Farms, for a Planned Development (PD) on property zoned General Retail District (C-3) and Single-Family District (R-1) with a Specific Use for Commercial Sustainable Farming at 7919, 7921, and 8101 4th Street, located south of 4th Street and west of Alcove Avenue, Alcove Farms Addition, Tracts A and B, and 65.5 acres of unplatted land out of Block D-6, Section 2.

6. Regular Agenda

6. 1. **Board Appointments - City Secretary:** Consider appointments to the Appointments Advisory Board, Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Citizens Traffic Commission, Civic Lubbock, Inc. Board of Directors, Lubbock Water Advisory Commission, Permit and License Appeal Board, StarCare Board of Trustees, Veterans Advisory Committee, and the Zoning Board of Adjustment.

This item was postponed.

Motion by Council Member Latrelle Joy, seconded by Council Member Steve Massengale, to postpone this item to the August 23, 2022 Regular City Council Meeting.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Shelia Patterson Harris (ABSENT)

6. 2. **Resolution - City Council:** Resolution No. 2022-R0314, appointing the City of Lubbock's representative to the Hope Center Steering Committee to represent the City in all matters related to the future construction and operations of the Hope Center.

Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Motion by Council Member Steve Massengale, seconded by Council Member Christy Martinez-Garcia, to approve Resolution No. 2022-R0314, appointing Council Member Latrelle Joy to the HOPE Center Steering Committee to represent the City of Lubbock.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Shelia Patterson Harris (ABSENT)

6. 3. **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2022-O0101, for Zone Case 3382-A, a request of Betenbough Homes for 87 Street Partners, for a zone change from General Retail District (C-3) to Two-Family District (R-2), at 9902 Upland Avenue, located west of Upland Avenue and south of 98th Street, on 7.14 acres of unplatted land out of Block AK, Section 23.

Kristen Sager, director of planning, gave comments and answered questions from City Council.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2022-O0101.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Shelia Patterson Harris (ABSENT)

6. 4. **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2022-O0102, for Zone Case 3464, a request of Canyon Rock Development, LLC, for a zone change from Transition District (T) to Light Manufacturing District (M-1), at 5721 122nd Street, Frankford Farms Addition, Tract 11.

This item was postponed.

Motion by Council Member Steve Massengale, seconded by Council Member Christy Martinez-Garcia, to postpone this item to the July 26, 2022 Regular City Council Meeting.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Shelia Patterson Harris (ABSENT)

5:22 P.M. CITY COUNCIL ADJOURNED

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

The July 12, 2022 Regular City Council Meeting minutes were approved by the City Council on the 9th day of August, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

AI# 10881
Regular City Council Meeting
08/09/2022:

6. 1.

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2022-O00106, Amendment 33, amending the FY 2021-22 Budget for municipal purposes respecting the Central Business District TIF Capital Fund to appropriate additional grant funding for Capital Improvement Project 92756, Civic Park; providing for filing; and providing for a savings clause.

Item Summary

On July 26, 2022, the City Council approved the first reading of the ordinance.

I. Amend Capital Improvement Project 92756, Civic Park, and increase the appropriation and funding by $500,000, from $1,000,000 to $1,500,000. The additional funding will be from The Helen Jones Foundation grant.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 33

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CENTRAL BUSINESS DISTRICT TIF CAPITAL FUND TO APPROPRIATE FUNDING FOR CAPITAL IMPROVEMENT PROJECT 92756, CIVIC PARK; 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

WHEREAS, the City Council deems it advisable to change the FY 2021-22 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 2021-22 (Budget Amendment #33) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92756, Civic Park, and increase the appropriation and funding by $500,000, from $1,000,000 to $1,500,000. The additional funding will be from The Helen Jones Foundation grant.

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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

for
D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocs/BudgetFY2122.Amend33.ord
July 14, 2022

AI# 10893
Regular City Council Meeting
08/09/2022:

6. 2.

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 34, amending the FY 2021-22 Budget for municipal purposes respecting the Abandoned Vehicle Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Amend the FY 2021-22 Abandoned Vehicle Fund by increasing the appropriation by $345,000, from $1,031,100 to $1,376,100, for the purchase of an armored vehicle.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 34

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE ABANDONED VEHICLE FUND; 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

WHEREAS, the City Council deems it advisable to change the FY 2021-22 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 2021-22 (Budget Amendment #34) for municipal purposes, as follows:

I. Amend the FY 2021-22 Abandoned Vehicle Fund by increasing the appropriation by $345,000, from $1,031,100 to $1,376,100, for the purchase of an armored vehicle.

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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

AI# 10904
Regular City Council Meeting 6. 3.
08/09/2022:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 35, amending the FY 2021-22 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Commission on Environmental Quality for the Hazardous Waste Collection Event and the Electronics Waste Collection Event; providing for filing; and providing for a savings clause

Item Summary

I. Accept and appropriate $5,000 from the Texas Commission on Environmental Quality through the South Plains Association of Governments for the Hazardous Waste Collection Event.

II. Accept and appropriate $5,000 from the Texas Commission on Environmental Quality through the South Plains Association of Governments for the Electronics Waste Collection Event.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 35

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR THE HAZARDOUS WASTE COLLECTION EVENT AND THE ELECTRONICS WASTE COLLECTION EVENT; 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

WHEREAS, the City Council deems it advisable to change the FY 2021-22 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 2021-22 (Budget Amendment #35) for municipal purposes, as follows:

I. Accept and appropriate $5,000 from the Texas Commission on Environmental Quality through the South Plains Association of Governments for the Hazardous Waste Collection Event.

II. Accept and appropriate $5,000 from the Texas Commission on Environmental Quality through the South Plains Association of Governments for the Electronics Waste Collection Event.

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_____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

_____
Amy Sims
Deputy City Attorney

AI# 10856
Regular City Council Meeting
08/09/2022:

6. 4.

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2022-O00107, abandoning and closing a portion of the 149th Street right-of-way located south of Lot 7, Sedona Addition, Lubbock County, Texas.

Item Summary

On July 26, 2022, the City Council approved the first reading of the ordinance.

The City of Lubbock is in receipt of a request to abandon and close a 5-foot portion of excess right-of-way of 149th Street located south of Lot 7, Sedona Addition, at 14812 Miami Avenue.

The total area being closed is 498 square feet of 149th Street. It is valued at $6.17 per square foot based on adjacent property land values, for a total of $3,072.66 due to the City of Lubbock.

All City departments and franchise utility companies are in agreement with the closure.

Fiscal Impact

$3,072.66 revenue to General Fund

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Attachments

Ordinance - Closure 5' Portion of 149th Street - Sedona
Map - Lot 7, Sedona Addition

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF 149TH STREET RIGHT-OF-WAY LOCATED SOUTH OF LOT 7, SEDONA ADDITION, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the street right-of-way hereinafter described in the body of this Ordinance is no longer needed for street right-of-way purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for street right-of-way purposes and for public use; NOW THEREFORE:

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

SECTION 1. THAT the street right-of-way as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for street right-of-way purposes and for public use, such street right-of-way being more particularly described in the attached Exhibit "A".

SECTION 2. THAT the City Engineer is hereby authorized and directed to mark the official maps of the City of Lubbock to reflect said abandonment and closing, showing the number of this Ordinance and the date of its final passage.

SECTION 3. THAT should any section, paragraph, 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 4. 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.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2022.

Passed by the City Council on second reading this ____day of _____, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

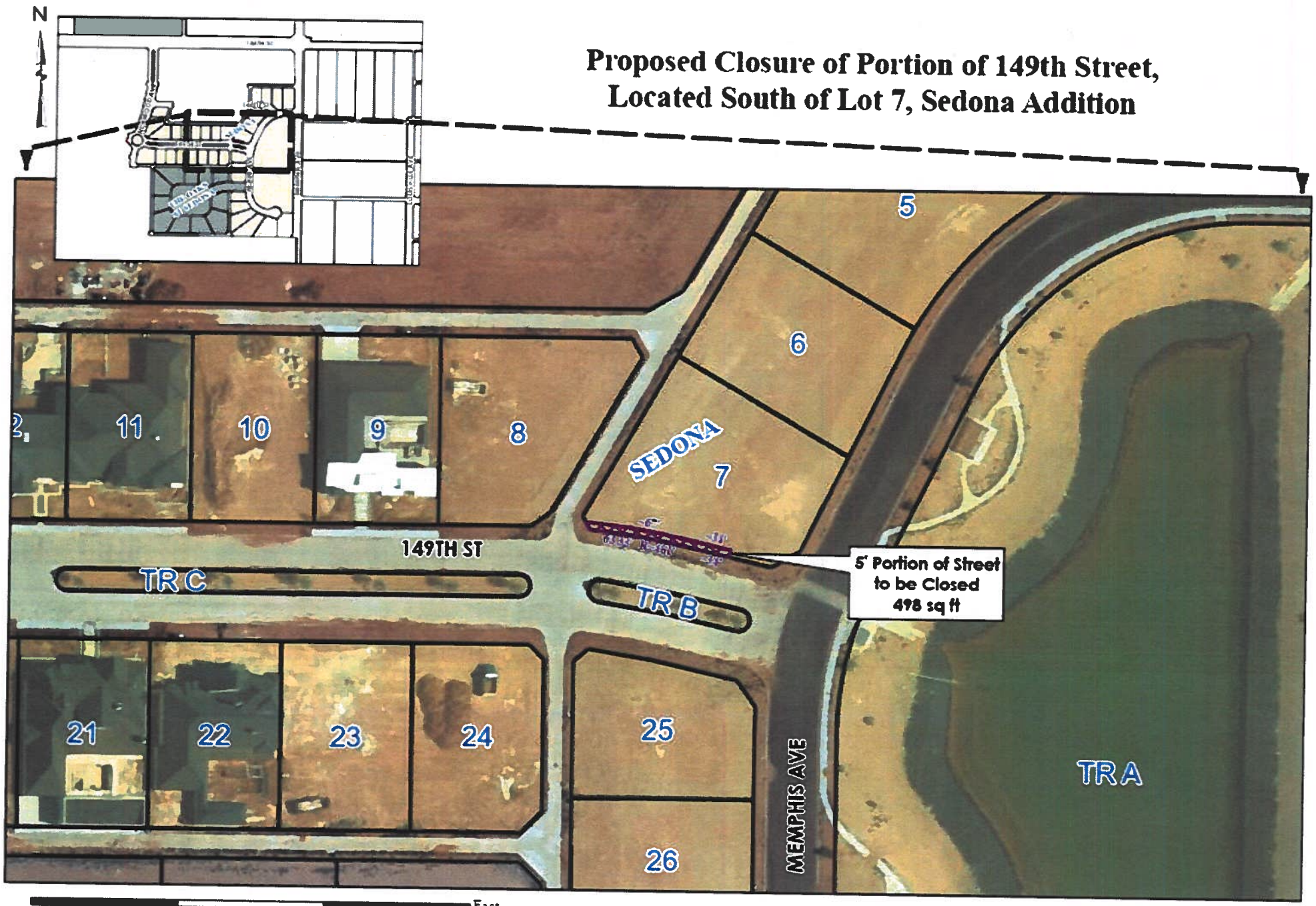
Michael Keenum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

Ord.A&C-Street ROW, Lot 7, Sedona Addition
6.24.22

Proposed Closure of Portion of 149th Street, Located South of Lot 7, Sedona Addition

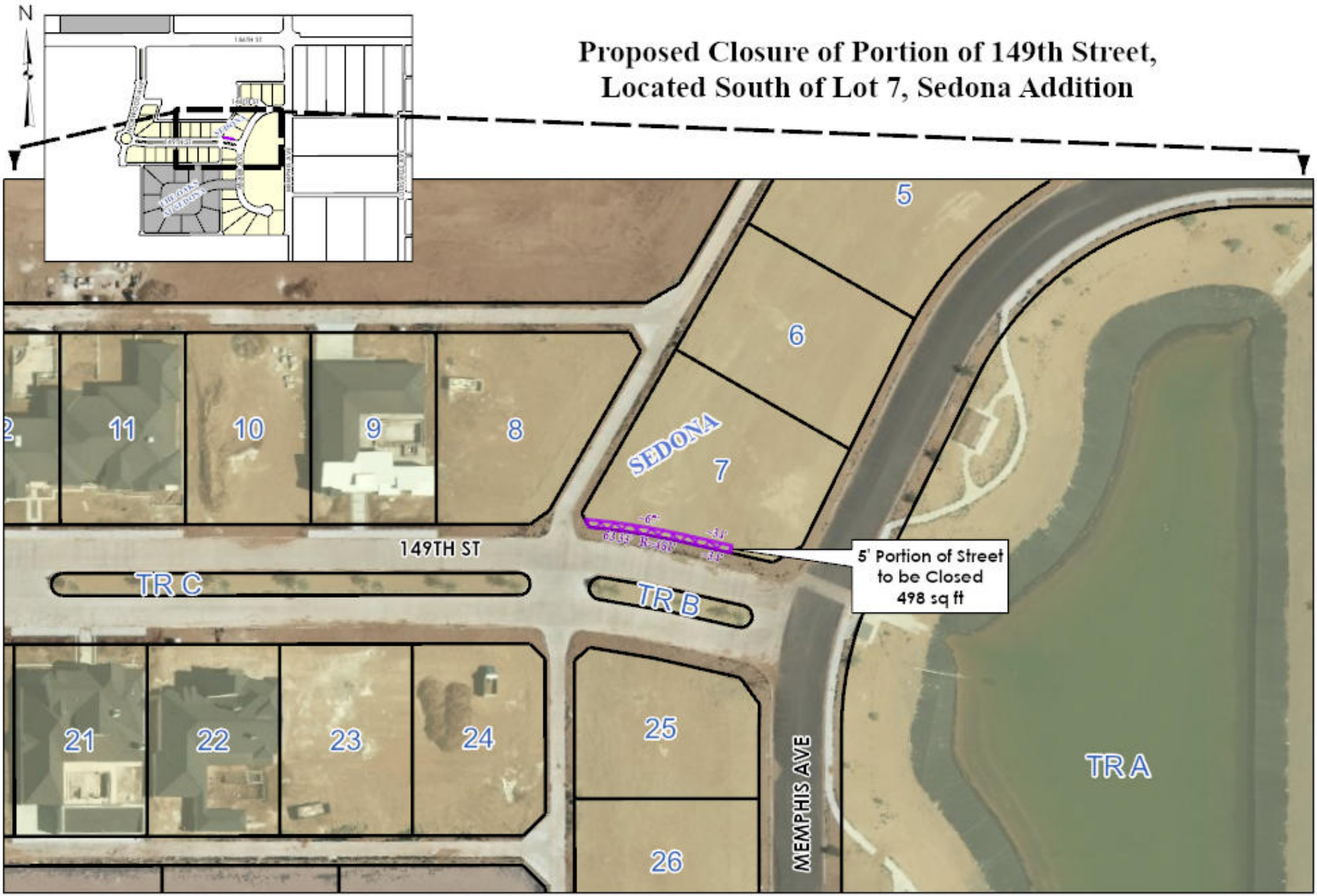


As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

City of Lubbock TEXAS

Digital Orthophotography - May 2021

Proposed Closure of Portion of 149th Street, Located South of Lot 7, Sedona Addition



Feet
0 100 200 300

As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

City of Lubbock TEXAS

Digital Orthophotography - May 2021

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing alley right-of-way located in Block 3, Roberts and McWhorter Addition, Lubbock County, Texas.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close alley right-of-way located in Block 3, Roberts and McWhorter Addition, Lubbock County, Texas.

The total area being closed is 6,506.4 square feet of the alley right-of-way, for a total of $20,993 due to the City of Lubbock, based on property land values.

All City departments and franchise utility companies are in agreement with the closure.

Fiscal Impact

$20,993 to General Fund

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Attachments

Ordinance - Alley Closure - Blk 3, Roberts & McWhorter Addition
Exhibit A - Roberts & McWhorter Addition

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING ALLEY RIGHT-OF-WAY LOCATED IN BLOCK 3, ROBERTS AND MCWHORTER ADDITION, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 601, PAGE 197, OF THE OFFICIAL DEED RECORDS OF LUBBOCK COUNTY, TEXAS WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the alley right-of-way hereinafter described in the body of this Ordinance is no longer needed for alley right-of-way purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for alley right-of-way purposes and for public use; NOW THEREFORE:

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

SECTION 1. THAT the alley right-of-way as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for alley right-of-way purposes and for public use, such alley right-of-way being more particularly described in the attached Exhibit "A".

SECTION 2. THAT the City Engineer is hereby authorized and directed to mark the official maps of the City of Lubbock to reflect said abandonment and closing, showing the number of this Ordinance and the date of its final passage.

SECTION 3. THAT should any section, paragraph, 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 4. 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.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2022.

Passed by the City Council on second reading this ____day of _____, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

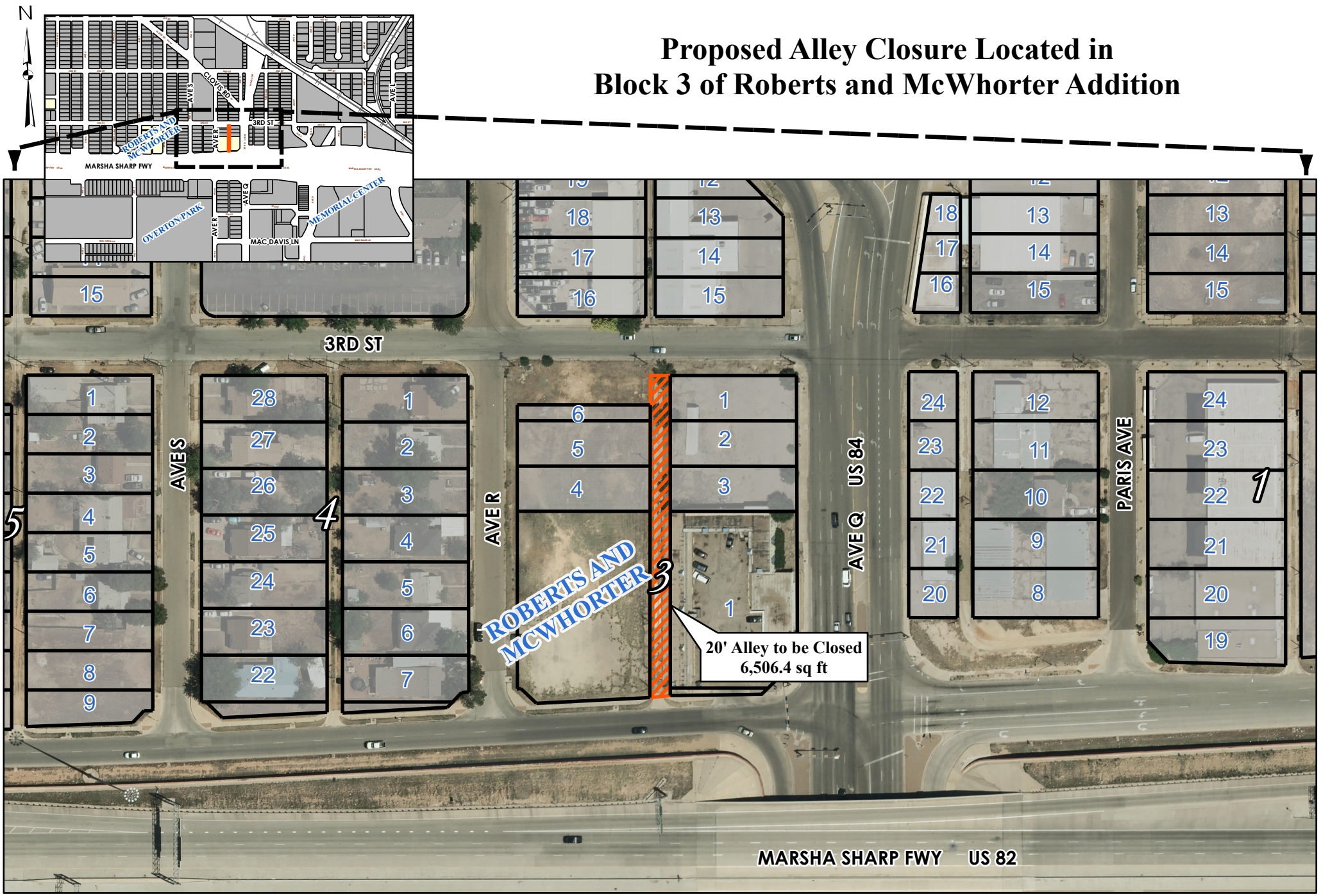
Michael Keenum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

Ord.A&C-Alley ROW, Block 3, Roberts & McWhorter Addition
5.26.22

Proposed Alley Closure Located in Block 3 of Roberts and McWhorter Addition



As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

City of Lubbock TEXAS

Digital Orthophotography - May 2021

AI# 10899
Regular City Council Meeting 6. 6.
08/09/2022:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Contract 16727, with Plummer Associates, Inc., for professional engineering construction phase services for the construction of the new 8-million-gallon ground storage tank at the North Water Treatment Plant.

Item Summary

The City is in contract with DN Tanks for the Construction of the new 8-million-gallon (MG) ground storage tank (GST) at the North Water Treatment Plant. Contract 16727, with Plummer and Associates, Inc., will provide professional engineering construction phase services for the 8-MG GST project.

The contract scope of services includes on-site, full-time Resident Project Representative (RPR) services to verify proper installation of critical project components and to enforce provisions of the contract documents. In addition, the RPR will review the monthly pay applications, will conduct progress meetings, will be responsible for coordination of all construction activities, and will coordinate with the Project Engineer of Record. The duration of the contract is 9 months.

Fiscal Impact

This contract in the amount of $140,563.52, is funded in Capital Improvement Project 92660, North Water Treatment Plant 8 Million Gallon Ground Storage Tank.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Attachments

Resolution
Contract
Location Exhibit
Budget Detail
CIP Detail

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, Professional Services Agreement Contract No. 16727 for construction phase engineering services for an 8 million gallon ground storage tank at the north water treatment plant, by and between the City of Lubbock and Plummer and Associates, Inc., 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____ for JM
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PSA-No. 16727 – Plummer water storage tank
7.25.22

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. _16727_is entered into this ___ day of _____, 2022, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Plummer and Associates, Inc., (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for construction phase professional engineering services for the 8 Million Gallon Ground Storage Tank at the North Water Treatment Plant, (the "Activities"); and

WHEREAS, the Engineer has a professional staff experienced and is qualified to provide professional engineering services related to Activities, and will provide the services, as defined below, for the price provided herein, said price stipulated by the City and the Engineer to be a fair and reasonable price; and

WHEREAS, the City desires to contract with the Engineer to provide professional services related to the Activities, and Engineer desires to provide the Services related to same.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Agreement, the City and the Engineer hereby agree as follows:

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of _9_ months. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

A. The Engineer shall conduct all activities, and within such timeframes, as set forth on Exhibit "A", attached hereto (the "Services").

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed $140,563.52, as set forth in Exhibit "B".

ARTICLE III. TERMINATION

A. General. The City may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to the Engineer. In the event this Agreement is so terminated, the City shall only pay the Engineer for services actually performed by the Engineer up to the date the Engineer is deemed to have received notice of termination, as provided herein.

B. Termination and Remedies. In the event the Engineer breaches any term and/or provision of this Agreement, the City shall be entitled to exercise any right or remedy available to it by this Agreement, at law, equity, or otherwise, including without limitation, termination of this Agreement and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

ARTICLE IV. NON - ARBITRATION

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 Agreement, this provision shall control.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. The Engineer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. The Engineer has the corporate power to enter into and perform this Agreement and all other activities contemplated hereby.

C. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part of the Engineer. This Agreement constitutes legal, valid, and binding obligations of the Engineer and is enforceable in accordance with the terms thereof.

D. Engineer. The Engineer maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and is familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Activities contemplated hereby.

E. Performance. The Engineer will and shall conduct all activities contemplated by this Agreement in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional services, and comply with all applicable laws, rules, and regulations, both state and federal, relating to professional services, as contemplated hereby.

F. Use of Copyrighted Material. The Engineer warrants that any materials provided by the Engineer for use by City pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials. The Engineer shall be solely responsible for ensuring that any materials provided by the Engineer pursuant to this Agreement satisfy this requirement and the Engineer agrees to indemnify and hold City harmless from all liability or loss caused to City or to which City is exposed on account of the Engineer's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

The Engineer shall accomplish the following: Professional Services related to the Services, as provided in Exhibit "A", attached hereto and made a part hereof.

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

The Engineer and the City agree that the Engineer shall perform the duties under this Agreement as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. The Engineer has the sole discretion to determine the manner in which the Services are to be performed. During the performance of the Services under this Agreement, the Engineer and the Engineer's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City 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 VIII. INSURANCE

The Engineer shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. The Engineer shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of the Engineer to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles 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. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $2,000,000

Automobile Liability:

Combined Single Limit for any auto: $1,000,000 Per Occurrence

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

The Engineer shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Engineer herein, including without limitation, Professional Liability coverage, protecting the City against losses caused by the professional negligence of the approved subcontractor or sub-consultant. The City shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. The Engineer shall provide a Certificate of Insurance to the City as evidence of coverage.

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas

Labor Code. Further, the Engineer 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 Engineer maintains said coverage. The Engineer may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, the Engineer fails to maintain the required insurance in full force and effect, the Engineer shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

Notwithstanding anything contained herein to the contrary, the professional liability policy shall be maintained at the Engineer's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this Agreement and the discovery period (possibly through tail coverage) shall be no less than 10 years after the completion of the Services provided for in this Agreement. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

The Engineer may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Engineer, as set forth on Exhibit "A", attached hereto, under this Agreement, provided that the City approves the retaining of Sub-consultants. The Engineer is at all times responsible to the City to perform the Services as provided in this Agreement and the Engineer is in no event relieved of any obligation under this Agreement upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by the Engineer shall be required by the Engineer to carry, for the protection and benefit of the City and the Engineer and naming said third parties as additional insureds, insurance as described above required to be carried by the Engineer in this Agreement.

The Engineer represents that such services are either under applicable value thresholds or are otherwise exempt from notice and/or bid requirements under Texas Law.

ARTICLE X. CONFIDENTIALITY

The Engineer shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

ARTICLE XI. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE,

OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

The Engineer shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Agreement, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from the Engineer to the City or the City to the Engineer is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. Engineer's Address. The Engineer's address and numbers for the purposes of notice are:

Plummer and Associates, Inc.
Brian Beach, P.E.
1001 Main Street, Suite 808
Lubbock, Texas 79401
Telephone: 806-853-6371
Email: bbeach@plummer.com

C. City's Address. The City's address and numbers for the purposes of notice are:

Bailey Ratcliffe, P.E.
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-2329
Email: bratcliffe@mylubbock.us

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

Provision of Data. The City shall furnish the Engineer non-confidential studies, reports and other available data in the possession of the City pertinent to the Engineer's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Engineer's Services under this Agreement (the "Provided Data"). The Engineer shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.

B. Audit. The Engineer shall provide access to its corporate books and records to the City. The City may audit, at its expense and during normal business hours, the Engineer's books and records with respect to this Agreement between the Engineer and the City.

C. Records. The Engineer shall maintain records that are necessary to substantiate the services provided by the Engineer.

D. Assignability. The Engineer may not assign this Agreement without the prior written approval of the City.

E. Successor and Assigns. This Agreement binds and inures to the benefit of the City and the Engineer, and in the case of the City, its respective successors, legal representatives, and assigns, and in the case of the Engineer, its permitted successors and assigns.

F. Construction and Venue.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT

JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this Agreement and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Agreement, and duly authorized and executed by the Engineer and the City.

I. Entire Agreement. This Agreement, including Exhibits "A" through "B" attached hereto, contains the entire agreement between the City and the Engineer, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between the Engineer and the City.

K. Documents Owned by City. Any and all documents, drawings and specifications prepared by Engineer as part of the Services hereunder, shall become the property of the City when the Engineer has been compensated as set forth in Article II, above. The Engineer shall make copies of any and all work products for its files.

L. Notice of Waiver. A waiver by either the City or the Engineer of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than the City and the Engineer.

N. Non-Appropriation. All funds for payment by the City under this Agreement 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 services provided under the Agreement, the City will terminate the Agreement, 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 services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Engineer on

thirty (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 Agreement beyond the Non-Appropriation Date.

O. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization

P. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Q. Texas Government Code 2274. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

R. Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention

requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

T. Professional Responsibility. All architectural or engineering services to be performed shall be done with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

FOR MIKE KEENUM
Michael G. Keenum, P.E., CFM

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Firm

Plummer and Associates, Inc.

By: Brian Beach Digitally signed by Brian Beach DN: C=US, E=bbeach@plummer.com, O="Plummer Associates, Inc.", CN=Brian Beach Date: 2022.07.14 13:31:05-05'00'

Brian Beach, P.E.
Construction Management Practice Leader

Email: bbeach@plummer.com

PLUMMER ASSOCIATES, INC.

SCOPE OF WORK

This Exhibit A is part of the Agreement between Plummer Associates, Inc. (the "CONSTRUCTION MANAGER") and the City of Lubbock (the "CITY") for a project generally described as:

NORTH WTP 8 MILLION-GALLON GROUND STORAGE TANK IMPROVEMENTS CONSTRUCTION PHASE SERVICES

The purpose of this Agreement is for the CONSTRUCTION MANAGER (CM) to furnish to the CITY Construction Phase Services that include, Construction Management and On-site Resident Project Representation (RPR) Services.

1.0 Construction Managers Cooperation

1.1.1. The CONSTRUCTION MANAGER shall coordinate and interface with CITY staff and with the Construction Representative to accomplish the tasks identified herein.

1.1.2. Construction Representative will handle the following:

1.1.2.1. Provide construction administration.

1.1.2.2. Manage project documentation.

1.1.2.3. Represent CITY on the job site.

1.1.2.4. Accomplish quality assurance tasks.

1.1.2.5. Provide an internet-based construction management system.

1.1.2.6. Schedule the pre-construction conference, construction progress meetings, and additional meetings along with developing the agenda and preparing meeting notes for each meeting.

1.1.2.7. Establish procedures for administering changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the CITY to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the CITY. Documentation of field orders, where cost to CITY is not impacted, will also be prepared.

1.1.2.8. Receive and evaluate notices of contractor claims and make recommendations to the CITY on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation, and will endeavor to negotiate a settlement value with the Contractor on behalf of the CITY if appropriate.

1.1.3. The CONSTRUCTION MANAGER will complement the RPR to accomplish the remaining Construction Phase Services tasks, to include items listed below.

1.1.3.1. The CONSTRUCTION MANAGER in coordination with the ENGINEER-of-RECORD shall provide responses to submittals and requests for

information to the Construction Representative's online project management system by submitting responses directly into the management system using the CONSTRUCTION MANAGER's standard forms.

1.1.3.2. The CONSTRUCTION MANAGER shall receive project documentation from the Engineer-of-Record.

1.1.3.3. The CONSTRUCTION MANAGER shall work with the ENGINEER-OF-RECORD to provide timely response and necessary reviews of submittals, requests for information (RFI), change orders (CO), contract modification requests (CMR), and all other project actions coordinated by the Construction Representative.

1.1.3.4. The ENGINEER-OF-RECORD shall expect all administration and management of communication, documentation, and correspondence to be handled by the CONSTRUCTION MANAGER.

1.2. Site Visits

1.2.1. The CONSTRUCTION MANAGER shall visit the site in coordination with the City and shall include scope and fee for at fifteen (18) site visits. Weekly site visits will occur in conjunction with monthly construction progress meetings.

1.2.2. Additional site visits beyond those listed will be an Additional Service and the CONSTRUCTION MANAGER shall be entitled to additional compensation.

1.3. Construction Progress Meetings

1.3.1. The CONSTRUCTION MANAGER and ENGINEER-of-RECORDs' consultants will participate in the preconstruction conference. The CONSTRUCTION MANAGER will participate in up to eighteen (18) monthly construction progress meetings onsite that are to coincide with a site visit. The fee is based on the Construction Progress Meeting coinciding with the Site Visits.

1.4. Pay Estimates

The CONSTRUCTION MANAGER shall coordinate with the RPR for the review and make recommendations to the CITY for payment applications made by the Contractor. Recommendations by the CONSTRUCTION MANAGER to the CITY for periodic construction progress payments to the construction contractor will be based on the CITY's Construction Representative verifying that the work has progressed to the point indicated. Such recommendations do not represent: that continuous or detailed examinations have been made by the CONSTRUCTION MANAGER to ascertain that the construction contractor has completed the work in exact accordance with the contract documents; that the final work will be acceptable in all aspects; that the CONSTRUCTION MANAGER has made an examination to ascertain how or for what purpose the construction contractor has used the

monies paid; that title to any of the work, materials, or equipment passed to the CITY free and clear of liens, claims, security interested, or encumbrances; or that there are no other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

1.5. Requests for Information

The CONSTRUCTION MANAGER and ENGINEER-OF-RECORD will interpret the intent of the plans and specifications and respond to requests for information (RFIs) for the CITY and Contractor.

1.6. Contract Modifications

1.6.1. CONSTRUCTION MANAGER will review contract modification requests (CMRs) and prepare proposed contract modifications (PCMs) for items identified during construction that are necessary or requested by the CITY or Contractor but are not in accordance with the construction documents.

1.6.2. CONSTRUCTION MANAGER will prepare documentation for contract modifications required to implement modifications in the design of the project.

1.6.3. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the CITY are an additional service. Substitutions of materials or equipment or design modifications requested by the CITY are an Additional Service and the CONSTRUCTION MANAGER shall be entitled to additional compensation.

1.7. Substantial and Final Review

1.7.1. The CONSTRUCTION MANAGER will conduct, in the company of the CITYs representative and ENGINEER-of-RECORD, a substantial completion review for the project for conformance with the design concept of the project and general compliance with the contract documents and provide a list of deficiencies to the Contractor.

1.7.2. The CONSTRUCTION MANAGER will conduct, in the company of the CITY's representative and ENGINEER-of-RECORD, a final review for the project for conformance with the design concept of the project and general compliance with the contract documents, verify that items identified on the deficiency list from the substantial completion review have been completed, and make recommendation for final payment to the Contractor.

1.8. Record ("As-built") Drawings

1.8.1. The Contractor will provide to the CONSTRUCTION MANAGER the red-line drawings for use in the development of the record drawings. In the event that the

Contractor does not provide adequate red-line drawings and the ENGINEER-OF-RECORD must develop the record drawings.

1.8.2. The ENGINEER of RECORD will revise the construction drawings in accordance with the information furnished by the Contractor reflecting changes to the project made during construction. Record drawings are defined as the drawings produced by the Contractors modifications to the original design drawings to reflect the changes during the construction.

1.8.3. The ENGINEER of RECORD will prepare record drawings on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed.

1.8.4. The CONSTRUCTION MANAGER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

1.8.5. The ENGINEER of RECORD will provide the CITY with digital copies in Adobe PDF on USB storage drive, one full-sized (22" x 34") set of reproducible prints (unbound, Mylar), five (5) half-sized (11" x 17") sets of plans (bound, bond), and two (2) full-sized (22" x 34") sets of plans (bound, bond) to the CITY. No technical specification books will be provided.

3.0 Onsite Resident Project Representation (RPR) Services

3.1 During construction, the CONSTRUCTION MANAGER shall provide an onsite resident project representative (RPR) observation staff, in accordance with the CONSTRUCTION MANAGER's recommendations, who shall review the work of the construction contractor and report to the City, the CONSTRUCTION MANAGER, and the construction contractor opinions of the contractor's fulfillment of these recommended actions and adherence to the contract documents. The CONSTRUCTION MANAGER's project representatives shall endeavor to protect the City against defects and deficiencies in the work, with the goal that the contractor's work is carried out in conformance with the contract documents. However, the CONSTRUCTION MANAGER neither guarantees the performance of the contractor nor assumes responsibility for the contractor's failure to perform work in accordance with the contract documents.

3.2 The CONSTRUCTION MANAGER/RPR will be the primary point of contact and communications for all parties on the Project, which is defined as the construction project of the North Water Treatment Plant 8 Million-Gallon Ground Storage Tank Improvements. The RPR shall at all times have access to the Work whenever it is in preparation or progress.

3.2.1 RPR – 20 hours per week, on average for 9 months.

3.2.2 Construction Manager and RPR will attend all monthly construction meetings, preconstruction conferences and substantial completion walk-through.

3.3 City Engineer shall review qualifications of RPR and observation staff. City Engineer also has the right to request observation staff or RPR be removed from the site and request alternative personnel be provided.

3.4 Project Documentation

3.5.1 The RPR will maintain detailed records of the Project, including monitoring and documenting the daily work in a daily log of personnel onsite, subcontractor's personnel, equipment being utilized, delivery of equipment and materials, and testing agencies.

3.5.2 The RPR will monitor the Contractor's actual progress relative to his planned construction schedule. He will provide reports of actual versus planned progress. The RPR will take weekly photographs electronically of the progress and maintain a digital copy of them in an organized fashion.

3.5.3 The RPR will prepare meeting agendas for all construction meetings and coordinate with Engineer-of-Record for input. The RPR will prepare meeting notes for all construction meetings. The RPR will setup and maintain the internet-based construction management system.

3.5.4 The RPR will coordinate with the Contractor the startup and testing of each treatment unit and piece of equipment per the contract documents. He will create a log tracking installation reports, startup, testing, and training. The RPR will create and maintain a log of all equipment warranty start and end dates, and when the City takes ownership of each item. These punch lists will be compiled into an overall plant punch list, which will be issued to the Contractor upon issuance of substantial completion. The RPR will coordinate with the Contractor to work through the items on the punch list.

3.5 Progress Payments

3.6.1 The RPR will review the draft payment requests for delivery of materials, and quantities completed and recommend City and Engineer of Record action on contract progress payments. Upon receipt of the contractor's payment request and the recommendation of the onsite project representatives, the CONSTRUCTION MANAGER and ENGINEER of RECORD will review the progress payment.

3.6.2 Based on the CONSTRUCTION MANAGER's and Resident Project Representative's observations at the site of the work and evaluations of the contractor's estimates for payment, the CONSTRUCTION MANAGER and ENGINEER shall review and certify the amounts due to the contractor.

3.6.3 The CONSTRUCTION MANAGER's and ENGINEER of RECORD certification for payment shall constitute a representation to the City based on the CONSTRUCTION MANAGER's observation at the site and on the data comprising the Contractor's estimates for payment, that the work has progressed to the point indicated and that

the quality of work is in accordance with the contract documents. The foregoing representations are subject to minor deviations from the contract documents. The issuance of a certificate of payment shall further constitute a representation that the contractor is entitled to the payment in the amount certified. However, the issuance of a certificate of payment shall not be a representation that the CONSTRUCTION MANAGER has (1) reviewed construction means, methods, techniques, sequences, or procedures, or (2) ascertained how or for what the purpose the contractor has used money previously paid on account of the contract.

3.6 Construction Observation

3.7.1 The onsite RPR and observation staff will provide field observation for conformance of the contractor's work with plans and specifications and notify the contractor and the City of any observed nonconforming work and monitor the progress of the contractor's corrective actions. The onsite RPR shall not be responsible for means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incident to the work of the contractor.

3.7.2 The onsite project representative shall have the responsibility and authority to reject work that does not conform to the contract documents. Whenever the onsite project representative considers it necessary or advisable for implementation of the intent of the contract documents, the onsite project representative will recommend additional inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed, or completed. However, neither this authority of the onsite project representative nor a decision made in good faith either to exercise or not exercise such authority shall give rise to a duty or responsibility of the onsite project representative to the contractor, subcontractor, their agents, employees, or other persons performing portions of the work.

3.7 Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality assurance of the Project, which is not the same as the quality control testing performed by the Contractor. CONSTRUCTION MANAGER and RPR will coordinate factory witness testing, when required, between the Contractor, City, and ENGINEER of RECORD.

3.8 Assist in the transfer of and acceptance by the construction contractor of any City furnished equipment or materials and spare parts by the construction contractor to the City.

3.9 Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Recommend to the City the dates of

substantial completion and final completion and assist the City in scheduling startup and use of the complete facility. The RPR will obtain required manuals, guarantees, record drawings, and other documentation from the Contractor and deliver to the CONSTRUCTION MANAGER for review and for delivery to the Owner.

ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES

Additional CONSTRUCTION MANAGEMENT services may be performed by the CONSTRUCTION MANAGER, if authorized by the CITY, which are not included in the above-described Construction Phase Services, as described below:

Additional Management Services, which may be required by the CITY, shall be based on the actual hours and costs in accordance with current contract.. No work will be undertaken with this item without specific written authorization from the CITY.

Project Planning - Plummer

From: 6/1/2022 To: 3/29/2023

Project: 0425-038-01 3rd Party CM 8 MG Tank - North Water Plant-Stand in Project

PIC: Davis, Alan

Client: 0425 City of Lubbock

PM: Beach, Brian

WBS Budget & Actuals	Bgt Hrs.	Bgt Labor	Actual Labor	Bgt ODC	Actual ODC	Budget CNS	Actual CNS	Total Budget	Total Actual
0425-038-01 3rd Party CM 8 MG Tank - North Water Plant-Stand in Project	**836.01**	**140,563.52**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**140,563.52**	**0.00**
A Resident Project Representative	836.01	140,563.52	0.00	0.00	0.00	0.00	0.00	140,563.52	0.00
B Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Allocated Labor	Alloc Hrs	ETC Hrs	Actual Hrs	Alloc Amount	ETC Amount	Actual Labor
0425-038-01 3rd Party CM 8 MG Tank - North Water Plant-Stand in Project	**836.01**	**836.01**	**0.00**	**140,563.52**	**140,563.52**	**0.00**
A Resident Project Representative	836.01	836.01	0.00	140,563.52	140,563.52	0.00
Construction Manager IV	*760.00*	*760.00*	*0.00*	*119,190.80*	*119,190.80*	*0.00*
Senior Construction Manager	*76.00*	*76.00*	*0.00*	*21,372.72*	*21,372.72*	*0.00*

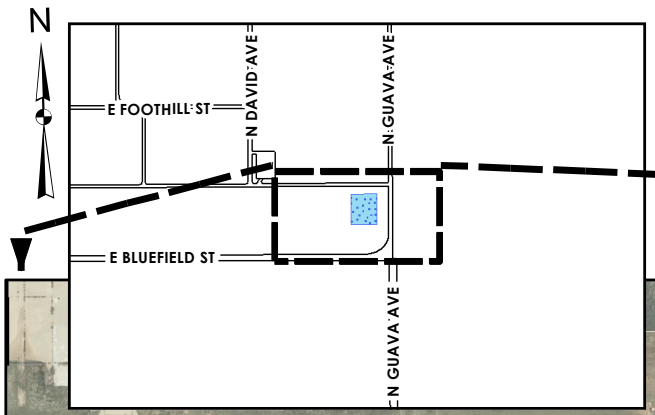
Allocated ODC	Alloc Amount	ETC Amount	Actual ODC
0425-038-01 3rd Party CM 8 MG Tank - North Water Plant-Stand in Project	**0.00**	**2,500.00**	**0.00**
B Expenses	0.00	2,500.00	0.00
Mileage	*0.00*	*2,500.00*	*0.00*

Scheduled Labor	Cur Sched Hrs	Sched Hrs	Actual Hrs	Cur Sched Amt	Sched Amount	Actual Labor
0425-038-01 3rd Party CM 8 MG Tank - North Water Plant-Stand in Project	**836.01**	**836.01**	**0.00**	**140,563.52**	**140,563.52**	**0.00**
A Resident Project Representative	836.01	836.01	0.00	140,563.52	140,563.52	0.00
Beach, Brian	*76.00*	*76.00*	*0.00*	*21,372.72*	*21,372.72*	*0.00*
Young, Thomas	*760.00*	*760.00*	*0.00*	*119,190.80*	*119,190.80*	*0.00*

Scheduled ODC	Cur Sched Amt	Sched Amount	Actual ODC
0425-038-01 3rd Party CM 8 MG Tank - North Water Plant-Stand in Project	**2,500.00**	**2,500.00**	**0.00**
B Expenses	2,500.00	2,500.00	0.00
Plummer	*2,500.00*	*2,500.00*	*0.00*

Scheduled CNS	Cur Sched Amt	Sched Amount	Actual CNS

Proposed 8 MG Water Tank at the North Water Treatment Plant



E DUBUQUE ST

N GUAVA AVE

E BLUEFIELD ST

0 50 100 200 300 Feet

As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Legend

Proposed 8 MG Tank

City of Lubbock TEXAS

Digital Orthophotography - April 2020

City of Lubbock, TX
Capital Project
Project Cost Detail
August 9, 2022

Capital Project Number:	92660
Capital Project Name:	NWTP 8 MG Ground Storage Tank

Encumbered/Expended

	Budget
City of Lubbock Staff	$16,849
Advertisement	137
Contract 14966 with Garver for Design Phase Professional Services	768,672
Contract 15819 with DN Tanks	8,326,400
Amendment 1 to Contract 14966 with Garver	194,342
Change Order 1 to Contract 15819 with DN Tanks	390,976
Agenda Item August 9, 2022	
Contract 16727 with Plummer for Construction Phase Services	140,564
Encumbered/Expended to Date	9,837,940
Estimated Costs for Remaining Appropriation	
Ground Storage Tank Construction	12,060.09
Remaining Appropriation	12,060
Total Appropriation To Date	$9,850,000

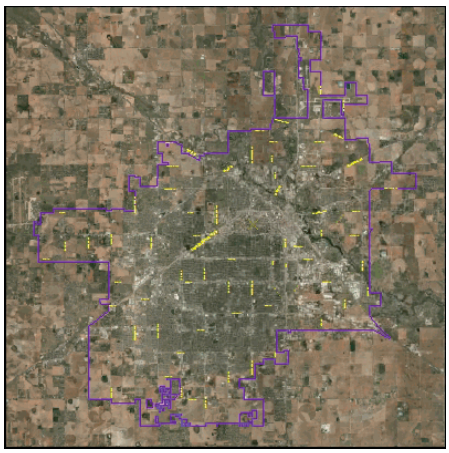
Project Name **NWTP 8 MG Ground Storage Tank** *Project Number* **92660**

Managing Department **Public Works Engineering**

Project Manager **Michael Lowe**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope
This project will demolish the existing 8 million gallons ground storage tank (GST) and construct two replacement GSTs with 4 million gallon capacity for each to serve the North Water Treatment Plant (NWTP).

Start Date:9/2019
Bid Date - Design: 10/2019
Award Date for Bid Design:3/24/2020
Project Start Date - Design:3/24/2020
Project End Date - Design:9/24/2021
Bid Date - Construction:5/6/2021
Award Date for Bid - Construction:8/10/2021
Project Start Date - Construction:10/11/2021
Project End Date - Construction:12/9/2022

Project Justification
The existing 8 million gallon GST at the North Water Treatment Plant supplies water to Pump Station 11 which pumps the water into the City's distribution system. This ground storage tank is critical to the operations of the NWTP. During a freeze event in 2018, the air vent to the tank froze shut causing air to become entrapped within the existing GST while it was being filled with water. This caused the tank to over pressurize and separated beams from the roof structure as well as moved support columns within the tank by over two feet. The existing ground storage tank is still in operation, but has severe structural damage and must be replaced.

Project History
Design has started with the intent of bidding late winter 2020.

$8,450,000 was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.
$1,400,000 was appropriated in FY 2020-21, BCR# 2021-16, June 16, 2021.

		Unappropriated Planning Years						
Appropriation Detail	Appropriation to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Construction	8,850,000	0	0	0	0	0	0	8,850,000
Design and Engineering	1,000,000	0	0	0	0	0	0	1,000,000
Total Project Appropriation	9,850,000	0	0	0	0	0	0	9,850,000

		Unappropriated Planning Years						
Funding Detail	Funding to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
FY 2020 Water/Wastewater Revenue CO's	9,850,000	0	0	0	0	0	0	9,850,000
Total Funding Sources	9,850,000	0	0	0	0	0	0	9,850,000

Project Name **NWTP 8 MG Ground Storage Tank** *Project Number* **92660**

Operating Budget Impact	FY 2021-22	Unappropriated Planning Years					Total Impact
		FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Change Order No. 3 to Contract 15477, with Garney Construction, for construction of the Low Head C Supply Line.

Item Summary

The purpose of this project is to construct a supply line to transport treated water from the South Water Treatment Plant to existing Pump Station 16. The Low Head C Supply Line will connect the Low Head C Pump Station to the existing Bailey County Well Field Supply Pipeline and to existing Pump Station 16. This project is part of the Strategic Water Supply Plan adopted by the City Council on February 28, 2013.

Change Order No.1 to Contract 15477 included Proposed Contract Modification (PCM) 001 through 003 as well as Work Change Directive (WCD) 001. These changes included adjusting the pipe alignment in order to provide installation savings to the City, replacing a 24-inch waterline near abandoned Pump Station 7 that will ensure the new Low Head C Pipeline will be able to fully function as designed, and adding traffic-rated valve vaults along 26th Street in order to protect the new Low Head C infrastructure now and in the future.

Change Order No. 2 to Contract 15477 was a time-only extension of 99 days, due to project delays outside the contractor's control, including unfavorable weather conditions and an unrelated line break in the City of Lubbock distribution system, which delayed the critical shutdown of Pump Station 16 that was necessary to complete the work authorized by Change Order No. 1.

Change Order No. 3 to Contract 15477 includes a reconciliation of all contract overruns and underruns, improvements to drainage along the pipeline path, pipe repairs at the old Pump Station 7 site, and a time extension of 168 days due to delays to the Low Head C Pump Station Project. The Low Head C Supply Line cannot be disinfected and put into service until the Low Head C Pump Station is complete.

Fiscal Impact

Change Order No. 3 results in a credit of $195,919 to Capital Improvement Project 92450, Low Head C Supply Line and Pump Station.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Attachments

Resolution
Change Order No.3
Original Contract

Change Order No.1
Change Order No.2
Location Exhibit
Budget Detail
CIP Detail

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, Change Order No. 03 to that certain Contract No. 15477 by and between the City of Lubbock and Garney Construction, for construction services for the Low Head C supply pipeline, and related documents. Said Change Order No. 03 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 _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____ For JM
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.ChgOrd#3-Contract 15477 – Garney Low Head C
7.25.22

Office of Purchasing and Contract Management
Change Order

Contract No: 15477	Contractor: Garney Construction
Change Order No: 003	Contract Title: Low Head C Supply Pipeline
Bid/RFP No: PUR-2020-15477	Project No: 92450.9241.30000

"Change Order" means a written order to a Contractor, executed by the Owner, in accordance with the Contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the Contract documents, or an adjustment to the compensation payable to the Contractor, or to the time for performance of the Contract and completion of the project, or a combination thereof, which does not alter the nature of project and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line time in a Unit Price Contract do not require a Change Order. All work that alters the nature of the construction or that is not an integral part of the project objective must be let out for public bid.

Description of Change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attached additional pages is necessary:

CO-003 Reconciliation Change Order includes:

- Reconciliation of contract, see attached list of overruns and underruns, total net credit this change order ($195,918.54)
- CP-005 Pipe repairs and removal of Manhole at the old PS-7 site - $17,991.87
- CP-006 Improvements to drainage outfall at the south end of Quincy Street inflow to Playa - $17,048.96
- CP-007 Misc. improvements identified during substantial completion inspection - $35,416.34
- CP-008 Final Completion Time Extension of 168 days, extension needed to extend final completion to match Low Head C Pumpstation start-up. Remaining items include disinfection of pipeline and establish communication between LHC-PL antenna @ 26th and Upland and LHC-PS. Previous 8/17/2022 - Revised FC date 2/1/2023
- Reconciliation Pay Application #11 – Covering 4/26/2022 to 7/25/2022, Release of Retainage less $100,000.00 to complete be paid upon final completion

Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial Contract, no deviations are allowed in computing negotiated change order costs.

ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.

ITEM	DESCRIPTION		AMOUNT
A.	ORIGINAL CONTRACT VALUE:		$8,915,699.95
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) $50,000		($195,918.54)
	COST CENTER: 9545	ACCOUNT: 42450, 4241, 30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)		(2.20%)
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:		$450,102.12
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)		$254,183.58
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)		2.85%
G.	NEW CONTRACT AMOUNT (A+E):		**$9,169,883.53**

It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of, or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order.

This Change Order is not valid without the following signatures *(please sign in order and return 3 originals with the Contract Cover Sheet to Purchasing and Contract Management department)*:

(1) Contractor	7/22/22 Date	(2) Project Architect/Engineer	07/22/2022 Date
(3) Owner's Representative	07/29/2022 Date	(4) Director of Purchasing & Contract Management	7.25.2022 Date
(5) Capital Project Manager	7/25/22 Date	(6) City Attorney	7-25-22 Date

Change Orders over $50,000.00 require a Contract Cover Sheet and the following signatures:

(7) Mayor	Date	(8) City Secretary	Date

Council Date: _____ Agenda Item #: _____ Resolution #: _____

Project:	Low Head C Pipeline	**Project Number:**	
Owner:	City of Lubbock	15477	
Contractor:	Garney Construction	7339	
Engineer:	Freese and Nichols, Inc.	LUB19278	

Change Order No.: 003 **Date:** 07/22/22

Make the following additions, modifications, or deletions to the Work described in the Contract Documents:

Reconciliation CO-003					
Item No.	Description of Item	Bid Value	Installed Value	Credit	Addition
CP					
CP-005	Repair Leak & Rem. Vault, Near PS-7	0	$17,991.87		$17,991.87
CP-006	Outfall Improv. South Quincy, 30" CMP	0	$17,048.96		$17,048.96
CP-007	Misc, Improv. From SC Inspection	0	$35,416.34		$35,416.34
CP-008	Time Extension, LHC-PS Delays				168 Day Time Extension
D	**Base Bid Item**				
D3	8" Blow Off Valve Assembly	$162,000.00	$144,000.00	($18,000.00)	
D7	Concrete Driveway Repair	$33,000.00	$51,920.00		$18,920.00
D8	Asphalt Pavement Repair	$672,100.00	$756,202.85		$84,102.85
D8.1	Caliche Pavement Repair	$42,840.00	$3,612.00	($39,228.00)	
D9	Concrete Pavement Repair	$266,800.00	$151,101.60	($115,698.40)	
D10	Additional CLSM for Utility Protection	$22,500.00	$7,470.00	($15,030.00)	
D11	Additional Coarse Gravel for Trench Foundation	$8,750.00	0	($8,750.00)	
D12	Additional Pipe Zone Embedment Material for Unstable Soils	$6,250.00	0	($6,250.00)	
D13	Additional Concrete Encasement	$26,250.00	0	($26,250.00)	
D15	Additional Curb and Gutter	$18,750.00	$2,137.50	($16,612.50)	
D16	Additional 2,000 PSI Concrete	$26,250.00	0	($26,250.00)	
D19	Chlorinating, Bac T Testing, and Drainage Pipeline	$32,500.00	0	($32,500.00)	
D23	Motor Operated Actuator and MH	$40,000.00	$20,000.00	($20,000.00)	
D28	12" Culvert Replacement	$1,530.00	$340.00	($1,190.00)	
D29	18" Culvert Replacement	$3,400.00	$6,000.00		$2,600.00
D30	24" Culvert Replacement	$1,440.00	$600.00	($840.00)	
D31	Demo Existing Light Pole	$5,000.00	0	($5,000.00)	
E	Utility Srvc. Allowance	$20,000.00	$4,631.62	($15,368.38)	
CO-001	CP-002 PS 7 WL Replacement	$500,625.54	$475,594.26	($25,031.28)	
Total				**($371,998.56)**	**$176,080.02**
			NET Credit		**($195,918.54)**

Project:	Low Head C Pipeline	**Project Number:**	
Owner:	City of Lubbock	15477	
Contractor:	Garney Construction	7339	
Engineer:	Freese and Nichols, Inc.	LUB19278	

The compensation in this Change Proposal is the full, complete, and final compensation for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work as a result of this Contract Amendment. The changes in Contract Times are the complete and final adjustments for direct impacts to the ability of the Contractor to complete the Work within the Contract Times and are the only adjustments to which the Contractor is entitled.

a	**Original Contract Price**	$8,915,699.95
b	**Previously Approved Change Order Amounts**	$450,102.12
c	**Adjusted Contract Price (a + b)**	$9,365,802.07
d	**Change Order Amount**	($195,918.54)
e	**Revised Contract Price (c + d)**	$9,169,883.53

f **Percent Change to Date:** 2.85% **g** **Change in Days this Change Order:** 168

Completion Dates:		**Original**		**Previous**		**Current**
Substantial	h	11/28/2021	i	5/19/2022	j	5/19/2022
Final	k	2/26/2022	l	8/17/2022	m	2/01/2023

Recommended by: **FREESE AND NICHOLS, INC.**

Michael McBee — 07/22/2022
Name *Date*

Approved by: **Garney Construction**

Taylor Kennedy — 7/22/22
Name *Date*

Approved by: **CITY OF LUBBOCK**

Name *Date*

CP-005 Repair WL Leak and Remove Existing Manhole @ PS-7

FREESE AND NICHOLS

Change Proposal

PROJECT	Low Head C Pipeline	**PROJECT NUMBER**
OWNER	City of Lubbock	15477
BUILDER	Garney Companies	
DESIGNER	Freese and Nichols, Inc.	
CM	Bret Calvert	

CP No.	CP-005
CP Description	Demolition & Removal of 12 LF of existing 24-Inch Pipe including concrete encasement and existing vault riser. A 24-Inch Blind Flange will be installed on the existing 24-Inch Manway and back filled to existing grade. Installation of Owener Purchasesd 24-Inch Pipe and welded butt strap connections to existing pipe on both ends of the pipe replacement. This will include Flowable Fill Embedment & Backfill.
Specification	
Drawing / Detail	

NOTIFICATION BY BUILDER

The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:

Purpose of Change Proposal	Response to RCP
Requested Action	Issue a Work Change Directive or Change Order for the described change
Basis of Compensation	Lump Sum calculated using Cost of Work provisions in General Conditions paragraph 13.01
Required Documentation	- Detailed cost breakdown attached showing labor, materials, equipment, and all other costs for this change
Total Change Proposal Amount	$ 17,991.87
Adjustment in Contract Time	2 days
Attachment	CP-005-RemoveExistingVaultNearMarshaSharp-Taylor Kennedy-Pending.pdf

Submitted By Taylor Kennedy **Date** 02-25-2022

CONSTRUCTION MANAGER'S RESPONSE

Recommended Basis for Compensation:

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

Status	Recommended for Approval		
Action	Final Distribution		
Comments	No final comment.		
Attachments	CP-005-RemoveExistingVaultNearMarshaSharp-Taylor Kennedy-Pending.pdf		
Response By	Bret Calvert	**Date**	03-09-2022

1030 Andrews Highway, STE 304C, Midland Texas
Phone: 816.741.4600
www.garney.com

City of Lubbock
1314 Ave K
Lubbock, Texas, 79401

02/23/2022

Attn: Josh Kristinek

Re: Request for Change Proposal No. 4 – Remove Existing Vault Near Marsha Sharp

Dear Mr. Kristinek,

Garney has evaluated your request for the removal of piping & vault near Marsha Sharp Freeway detailed in the Request for Change Proposal No. 4. Please see the below and attached Change Proposal 7339 -04 which includes costs associated with the additional work near Marsha Sharp. To provide clarity to the overall scope Garney has provided a scope breakdown of inclusions & exclusions following the Change Proposal Cover Letter.

Garney would like to propose an increase in contract time of 2 days for the additional work in Change Proposal 7339-04.

In accordance with the General Conditions of the Agreement – Article 24, Garney would like to propose a Lump Sum Price of $17,991.87 for the Extra Work detailed out in Change Proposal 7340-04.

This proposal represents the associated fees for the specified scope of work included. If unknowns not detailed in Request for Change Proposal 04 are discovered and additional work is required as a result of this change due to circumstances outside of Garney's control, this will be discussed and addressed under a separate cover.

IC.

Taylor Kennedy

CC: Bailey Ratcliffe, Michael McBee, Bret Calvert, Ryan Moloney, Mason Boorom

GENERAL SCOPE OF WORK PROPOSED BY GARNEY:

Specifications & Assumptions:

- This proposal is contingent on the City providing a complete & successful shutdown of the Low Pressure 24-Inch Pipeline running parallel to the Marsha Sharp Freeway in front of the Pump Station No. 7 Property. This proposal is contingent on a full shutdown for 2 Full Working Days.
- All work assumes the use of existing Garney equipment onsite for the current work under contract. Delay in work will cause additional mobilization costs of equipment and labor.
- Factory Hydrostatic Testing of Pipe Only per the Steel Pipe Specification
- Disinfection Per Demolition of Pump Station 7 - Spec 33 10 13 – 1.01D with Swabbing

Inclusions

- Installation of approximately 12 LF of 24-Inch Mortar Coated & Mortar Line Steel Pipe (AWWA C-205)
    - All Welded Joints
    - Installation of Flowable Fill Embedment
- Interior and Exterior Joint Welding
- Installation of 24-Inch Blind Flange and the removal of the existing 6" Gate Valve on the existing manway.
- Removal of 2-VF Manhole Lid – the remaining vault and blind flange to be backfilled.

Exclusions

- Excludes Compaction Testing and Proctors
- Excludes Welding Inspection
- Excludes Additional Permitting not included above
- Excludes Removal of the Vault/Concrete in its entirety

CONTRACT MODIFICATION REQUEST

		PROJECT NUMBER
PROJECT:	Low Head C Pipeline	
OWNER:	City of Lubbock	15477
CONTRACTOR:	Garney Construction	7339
CM:	Freese & Nichols (Bret Calvert)	LUB19278
ENGINEER:	Freese and Nichols (Michael McBee)	LUB19278

Request for Change Proposal **004**

Demolition & Removal of 12 LF of existing 24-Inch Pipe including concrete encasement and existing vault 2-Foot riser. A 24-Inch Blind Flange will be installed on the existing 24-Inch manway and backfilled to existing grade. Installation of Owner Purchased 24-Inch Pipe and welded butt-strap connections to existing pipe on both ends of the pipe replacement. This will include Flowable Fill Embedment & Backfill.

Item #	Engineering Directive #	Description	Qty	Unit	Cost Per	Extended Cost
#4		Removal of Existing Vault Near Marsha Sharp	1	LS	$ 17,991.87	$ 17,991.87
					Total	**$ 17,991.87**

Contractor: Garney Construction

Date: 02/23/2022

Taylor Kennedy

Recommended for Payment by Engineer

By _____ Date

Approved for Payment by [OWNER]

By _____ Date

Construction Manager

By _____ Date

Approved for Payment by [OWNER]

By _____ Date

Change Order Proposal: 7339-04 Remove Existing Vault Near Marsha Sharp 02/23/22

WCD Details: Demolition & Removal of 12 LF of existing 24-Inch Pipe including concrete encasement and existing vault 2-Foot riser. A 24-Inch Blind Flange will be installed on the existing 24-Inch manway and backfilled to existing grade.

Installation of Owner Purchased 24-Inch Pipe and welded butt-strap connections to existing pipe on both ends of the pipe replacement. This will include Flowable Fill Embedment & Backfill.

Classification	Un-Burdened Base Rate	FCIA And Medicare	Federal Unemployment	State Unemployment (Texas)	Workmen's Compensation (Texas)	General Liability Insurance	Pension (ESOP)	Pension (401K)	Holiday (3.5%)	Vacation (6%)	Consumables	Health & Dental Insurance $4.53/hour (Per Hour x 40)	Group Life Insurance (Per Hour x 40)	Vehicle Allowance	Vehicle Fuel and Maintenance	Regular Time =SUM(D:O)	Over Time =SUM(D:L)*1.5	Regular Time	Over Time	SUGGESTED BILING RATE
		7.65%	0.60%	1.76%	5.70%	1.78%	12.00%	3.50%	3.50%	6.00%	9.50%	$ 5.06	Variable	variable per class	$ 4.50	Costs	Costs	Hours	Hours	
42 PROJECT MANAGER:	$ 60.10	$ 4.60	$ 0.36	$ 1.06	$ 3.43	$ 1.07	$ 7.21	$ 2.10	$ 2.10	$ 3.61	$ 5.71	$ 5.06	$ 0.10	$ 6.25	$ 4.50	$ 107.26	$ 137.01	3		$ 321.77
44 PROJECT ENGINEER:	$ 37.81	$ 2.89	$ 0.23	$ 0.67	$ 2.16	$ 0.67	$ 4.54	$ 1.32	$ 1.32	$ 2.27	$ 3.59	$ 5.06	$ 0.07	$ 5.00	$ 4.50	$ 72.10	$ 86.20	4		$ 288.40
54 SUPERINTENDENT: ASSISTANT	$ 42.87	$ 3.28	$ 0.26	$ 0.75	$ 2.44	$ 0.76	$ 5.14	$ 1.50	$ 1.50	$ 2.57	$ 4.07	$ 5.06	$ 0.09	$ 7.50	$ 4.50	$ 82.31	$ 97.74	16	4	$ 1,707.87
60 OPERATOR: HOURLY	$ 27.75	$ 2.12	$ 0.17	$ 0.49	$ 1.58	$ 0.49	$ 3.33	$ 0.97	$ 0.97	$ 1.67	$ 2.64	$ 5.06	$ 0.04	$ -	$ -	$ 47.28	$ 63.27	16	4	$ 1,009.51
70 LABORER: HOURLY	$ 22.00	$ 1.68	$ 0.13	$ 0.39	$ 1.25	$ 0.39	$ 2.64	$ 0.77	$ 0.77	$ 1.32	$ 2.09	$ 5.06	$ 0.04	$ -	$ -	$ 38.54	$ 50.16	16	4	$ 817.24
																			TOTAL	$ 4,144.79

PER DIEM	Days for this Work	Long Term Crews: Monthly Per Diem	Long Term Crews: Working Days per Month	Long Term Crews: Daily Per Diem	Short Term Crews: Fuel	Short Term Crews: Hotel	Short Term Crews: Food	Total Subsitance
54 SUPERINTENDENT: ASSISTANT	2.00	$ 1,700.00	22.00	$ 77.27				$ 154.55
60 OPERATOR: HOURLY	2.00	$ 800.00	22.00	$ 36.36				$ 72.73
70 LABORER: HOURLY	2.00	$ 800.00	22.00	$ 36.36				$ 72.73
							TOTAL	$ 659.09

EQUIPMENT Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 349 Excavator	$ 265.00		$ 1,770.00		$ 7,080.00		$ 25,285.00		$ 115.86		$ 965.00		$ -
Komatsu WA 380 - Rental	$ 94.00		$ 625.00	1.00	$ 2,500.00		$ 8,925.00		$ 33.62	4.00	$ 965.00		$ 759.48
John Deere 310 SL Backhoe	$ 44.00		$ 295.00		$ 1,180.00		$ 4,215.00		$ 21.75				$ -
CAT 316 Excavator - Rental			$ 861.00	2.00	$ 2,263.00		$ 6,019.00		$ 65.29	10.00	$ 350.00	1.00	$ 2,724.90
													$ -
											$ -		$ -
												TOTAL	$ 3,484.38

MATERIALS Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
SANCO Fabrication Shop		24-Inch Butt Straps - Rushed Order	2	EA	$ 350.00	$ 700.00
Misc. Grouting Materials		Misc. Grouting Materials	1	LS	$ 75.00	$ 75.00
PB Materials		Flowable Fill Backfill	8	CY	$ 100.00	$ 800.00
Ferguson Supply		24" Blind Flange & Bolt Kit	1	LS	$ 1,700.00	$ 1,700.00
Jack Hammer & Air Compressor Rentals		Jack Hammer & Air Compressor Rentals	2	DAYS	$ 365.00	$ 730.00
					TOTAL	$ 4,005.00

SERVICES Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Intercon Demo - Pipe & Manhole Haul Off		Pipe & Manhole Riser Haul Off	1	EA	$ 500.00	$ 500.00
Mark's Mobile Welding		24-Inch Buttstrap Welding - Mobilization - Hotels	6	EA	$ 366.66	$ 2,199.96
						$ -
						$ -
						$ -
					TOTAL	$ 2,699.96

Summary:	TOTALS
Direct Cost of Labor	$ 4,144.79
Direct Cost of Per Diem	$ 659.09
Direct Cost of Equipment	$ 3,484.38
Direct Cost of Materials	$ 4,005.00
Direct Cost of Subcontractor	$ 2,699.96
Contractor's Fee	$ 2,998.64
Subtotal	$ 17,991.87
Direct Cost of Bond Premium	$ -
TOTAL COST	$ 17,991.87

Project	Low Head C Pipeline	**Project Number**	
Owner	City of Lubbock	Contract # 15477	
Contractor	Garney Construction	7339	
Construction Manager	Freese and Nichols (Bret Calvert)	LUB19278	
Design Professional	Freese and Nichols (Michael McBee)		

Request for Change Proposal No. 004 **Description** Remove Existing Vault Near Marsha Sharp

Specification

Drawing No. See Attached Exhibits 1-7 **Detail Description** Vault Removal and Pipe Installation

Reference Document

☒ Request for a Change Proposal No. 004 ☐ Work Change Directive No. _____

☐ Shop Drawing Deviation Request No. _____ ☐ Contract Document

Owner requests a Change Proposal for the following modifications to the Contract Documents:

- Demolition of 12LF of existing 24-inch pipe including concrete encasement and existing vault
- Installation of Owner Purchased 24-inch pipe currently at the installation location as shown on attached Exhibit 1 including embedment and backfill and welded butt-strap connections to existing pipe on both ends of the pipe replacement.

Owner requests that Contractor prepare a Change Proposal for the changes in the Contract Documents described in this Request for a Change Proposal. The compensation offered for this Change Proposal is to be the full, complete, and final compensation for all costs Contractor may incur because of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work because of this Change Proposal. Requested changes in Contract Times are to be the complete and final adjustments for impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor will be entitled. All terms and provisions of the Contract Documents remain in effect except as specifically modified by this Change Proposal. Authorization to proceed with changes must be approved by the Owner in accordance with the Contract Documents.

[Continued on next page]

Reason for the Change Proposal

- The existing pipe to be removed and replaced is the last section of old pipe between pipe installed during the PS16 project as YP-8 and pipe installed as part of the Demolition of PS7 project. The pipe was thought to be in good condition but recently developed a small leak that surfaced during flushing of the pipeline.

Attachments

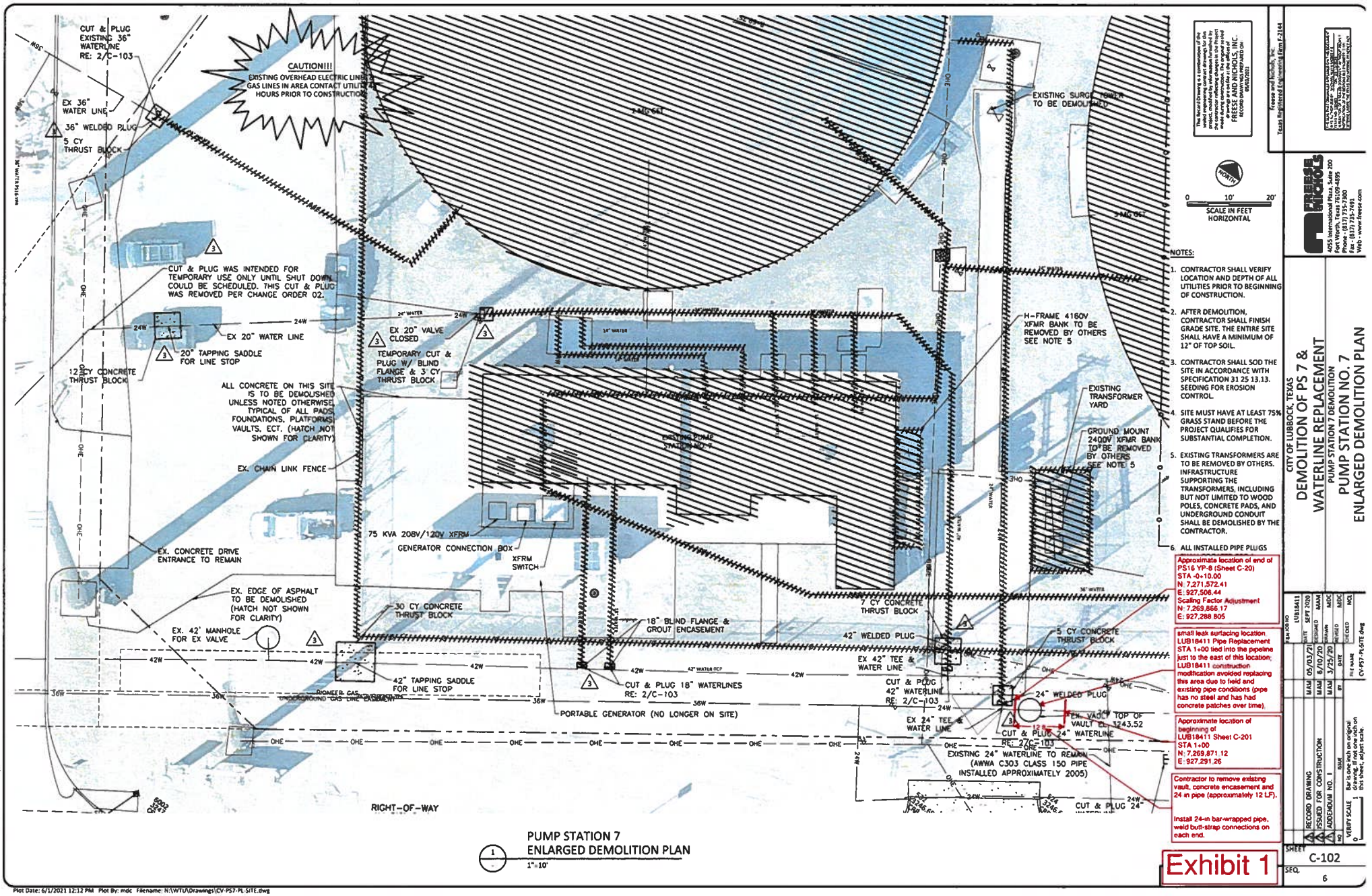
Support Documentation for the pipe that will be tied into on both sides.
Exhibit 1 – shows location of pipe to be removed and replaced.
Exhibit 2 – shows in further detail where the pipe to the east of the proposed tie-in begins.
Exhibit 3 – shows in further detail the pipe to the east of the proposed tie-in.
Exhibit 4 – shows in further detail the pipe to the east of the proposed tie-in.
Exhibit 5 – shows in further detail where the pipe to the west of the proposed tie-in begins.
Exhibit 6 -- shows in further detail the pipe to the west of the proposed tie-in.
Exhibit 7 -- shows in further detail the pipe to the west of the proposed tie-in.

Requested by Michael McBee **Date** 02/22/22

Follow Up Action by Owner's Project Team

Change Proposal No. _____ ☐ Accepted ☐ Not Accepted - Revise and Resubmit ☐ Cancelled

Plan Sheets from LUB18411
(Demo of PS7)



PUMP STATION 7
ENLARGED DEMOLITION PLAN
1"=10'

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. AFTER DEMOLITION, CONTRACTOR SHALL FINISH GRADE SITE. THE ENTIRE SITE SHALL HAVE A MINIMUM OF 12" OF TOP SOIL.
3. CONTRACTOR SHALL SOD THE SITE IN ACCORDANCE WITH SPECIFICATION 31 25 13.13. SEEDING FOR EROSION CONTROL.
4. SITE MUST HAVE AT LEAST 75% GRASS STAND BEFORE THE PROJECT QUALIFIES FOR SUBSTANTIAL COMPLETION.
5. EXISTING TRANSFORMERS ARE TO BE REMOVED BY OTHERS. INFRASTRUCTURE SUPPORTING THE TRANSFORMERS, INCLUDING BUT NOT LIMITED TO WOOD POLES, CONCRETE PADS, AND UNDERGROUND CONDUIT SHALL BE DEMOLISHED BY THE CONTRACTOR.
6. ALL INSTALLED PIPE PLUGS

Approximate location of end of PS16 YP-8 (Sheet C-20)
STA -0+10.00
N: 7,271,572.41
E: 927,506.44
Scaling Factor Adjustment
N: 7,269,886.17
E: 927,288.805

small leak surfacing location LUB18411 Pipe Replacement STA 1+00 tied into the pipeline just to the east of this location; LUB18411 construction modification avoided replacing this area due to field and existing pipe conditions (pipe has no steel and has had concrete patches over time).

Approximate location of beginning of LUB18411 Sheet C-201
STA 1+00
N: 7,269,871.12
E: 927,291.26

Contractor to remove existing vault, concrete encasement and 24 in pipe (approximately 12 LF).

Install 24-in bar-wrapped pipe, weld butt-strap connections on each end.

Exhibit 1

The Record Drawing is a combination of the sealed engineering construct drawings for this project and the contractor's record drawings. The contractor reflecting changes in the Project made during construction. The seal on these drawings are on file in the offices of FREESE AND NICHOLS, INC. RECORD DRAWING ADDED ON 08/03/2021

Freese and Nichols, Inc
Texas Registered Engineering Firm F-2144

4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4895
Phone (817) 735-7300
Fax (817) 735-7491
Web - www.freese.com

CITY OF LUBBOCK, TEXAS
DEMOLITION OF PS 7 & WATERLINE REPLACEMENT
PUMP STATION 7 DEMOLITION
PUMP STATION NO. 7
ENLARGED DEMOLITION PLAN

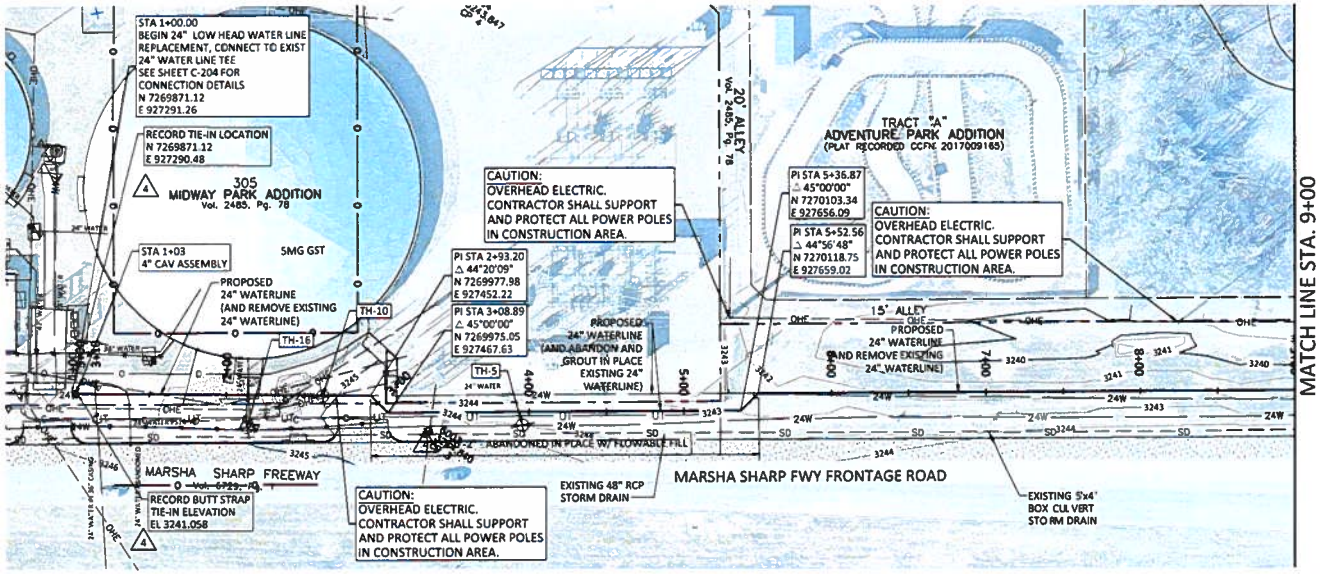
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2	6/10/20	ADDENDUM NO. 1	MAM
3	3/25/20		MAM

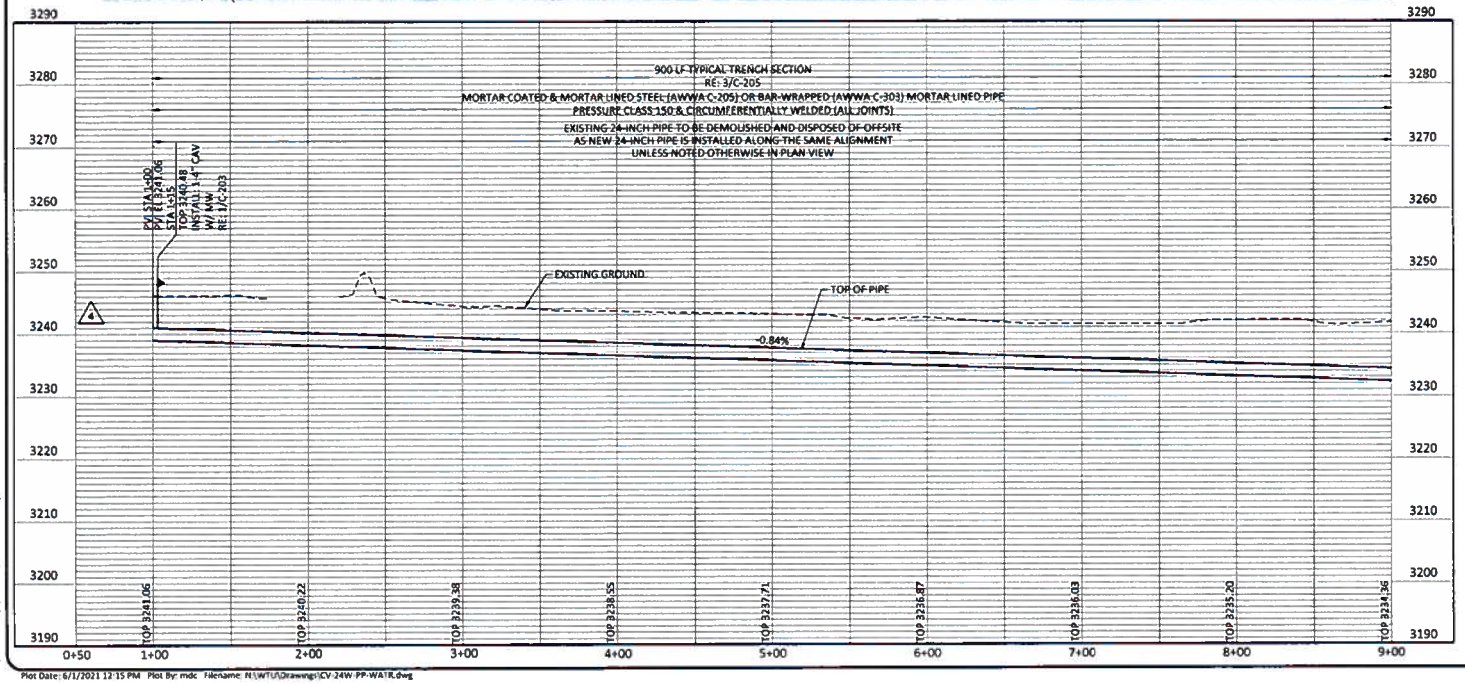
LUB18411
SEPT 2020
DESIGNED MAM
DRAWN MDC
CHECKED MDC
APPROVED MCL
DATE
FILE NAME CV-PS7-PLSITE.dwg

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET C-102
SEQ. 6

Plot Date: 6/1/2021 12:12 PM Plot By: mdc Filename: N:\WTU\Drawings\CV-PS7-PL SITE.dwg
Last Saved: 6/1/2021 12:07 PM Saved By: mdc





NOTE:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO MANUFACTURING PIPE AND CONSTRUCTION.
2. CONTRACTOR TO EXCAVATE EXISTING PIPE AT TIE-INS TO DETERMINE TOP OF PIPE ELEVATION, GRADE, AND JOINT LOCATION PRIOR TO SHOP DRAWING PREPARATION.

TEST HOLES						
TEST HOLE NO.	UTILITY SIZE	UTILITY MATERIAL	UTILITY TYPE	DEPTH TO TOP OF PIPE	NORTHING	EASTING
TH-3	24"	RCCP	WATER	2.80'	7270689.90	928494.90
TH-5	24"	RCCP	WATER	7.96'	7270017.10	927544.20
TH-10	24"	RCCP	WATER	5.20'	7269960.50	927426.60
TH-16	24"	RCCP	WATER	7.86'	7269916.44	927396.97

SCALE IN FEET HORIZONTAL
0 40' 80'
SCALE IN FEET VERTICAL
0 10' 20'

Exhibit 2

CITY OF LUBBOCK, TEXAS
DEMOLITION OF PS 7 & WATERLINE REPLACEMENT
24-IN WATERLINE
PLAN AND PROFILE
STA 1+00 TO STA. 8+00

FREESE AND NICHOLS, INC.
Texas Registered Engineering Firm F-2144
4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4895
Phone: (817) 735-7300
Fax: (817) 735-7491
Web: www.freese.com

RECORD DRAWING	MAM	05/03/21
ISSUED FOR CONSTRUCTION	MAM	6/10/20
ADDENDUM NO. 6	MAM	4/14/20
ADDENDUM NO. 1	MAM	3/25/20
	BY:	DATE

LU018411
DESIGNED MAM SEPT 2020
DRAWN MDC
REVIEWED MDC
CHECKED MCL
FILE NAME CV-24W-PP-WATR.dwg

SHEET C-201
SEQ. 13

The Record Drawing is a conversion of the original engineering format drawings for this project, made by individuals in the field for mark-ups during construction. The original sealed drawings are available at the office of:
FREESE AND NICHOLS, INC.
RECORD DRAWING PREPARED ON:
05/03/2021

THE CONTRACTOR IS RESPONSIBLE FOR THE ACCURACY AND CORRECTNESS OF THE CONTRACTOR'S WORK. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

Plot Date: 6/1/2021 12:15 PM Plot By: mdc Filename: N:\WTU\Drawings\CV-24W-PP-WATR.dwg
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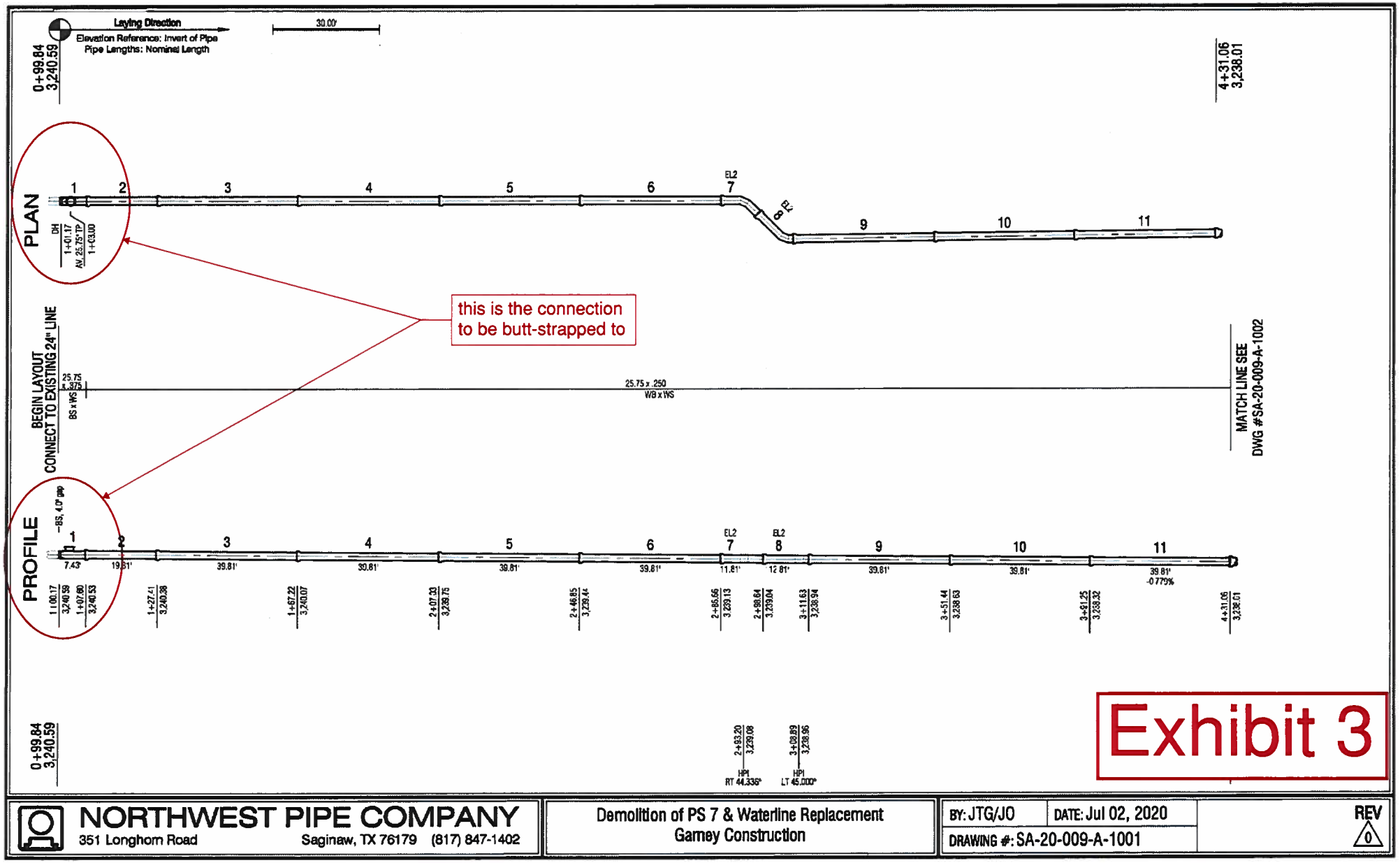


Exhibit 3

NORTHWEST PIPE COMPANY 351 Longhorn Road Saginaw, TX 76179 (817) 847-1402	Demolition of PS 7 & Waterline Replacement Gamey Construction	BY: JTG/JO	DATE: Jul 02, 2020
		DRAWING #: SA-20-009-A-1001	REV 0

MATERIAL LIST

SL	#	QTY	DESCRIPTION	REF
	1	1	Pipe: 25.75" OD, .375" TK, 7'-5.12" L	9002 9001
	2	1	AV: 25.75", Cls D w/BF, NR, 2/C-203	9501
	3	1	24" Cls D Blind Flange, 1 OT, 1-BF	9502
	4	1	BS, 25.875" ID, 12.0" WD, .375" TK, 1-BS	9504
	5	1	DH: In Design	9508

PIPE DATA

STEEL	ASTM A1018 SS GR 40 MOD 42K		
LINING	Cement Mortar Lining, .500"		
COATING	Cement Mortar Coating, 1.000"		
LAY LENGTH	7.43'	TOTAL LENGTH	7'-5.12"
	CYLINDER	LINED & COATED	TOTAL
WEIGHT	510 lbs	1,430 lbs	1,740 lbs

MARK LIST

1

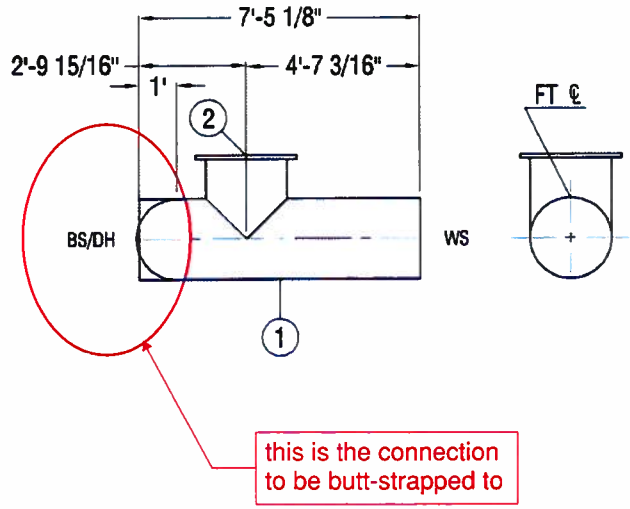
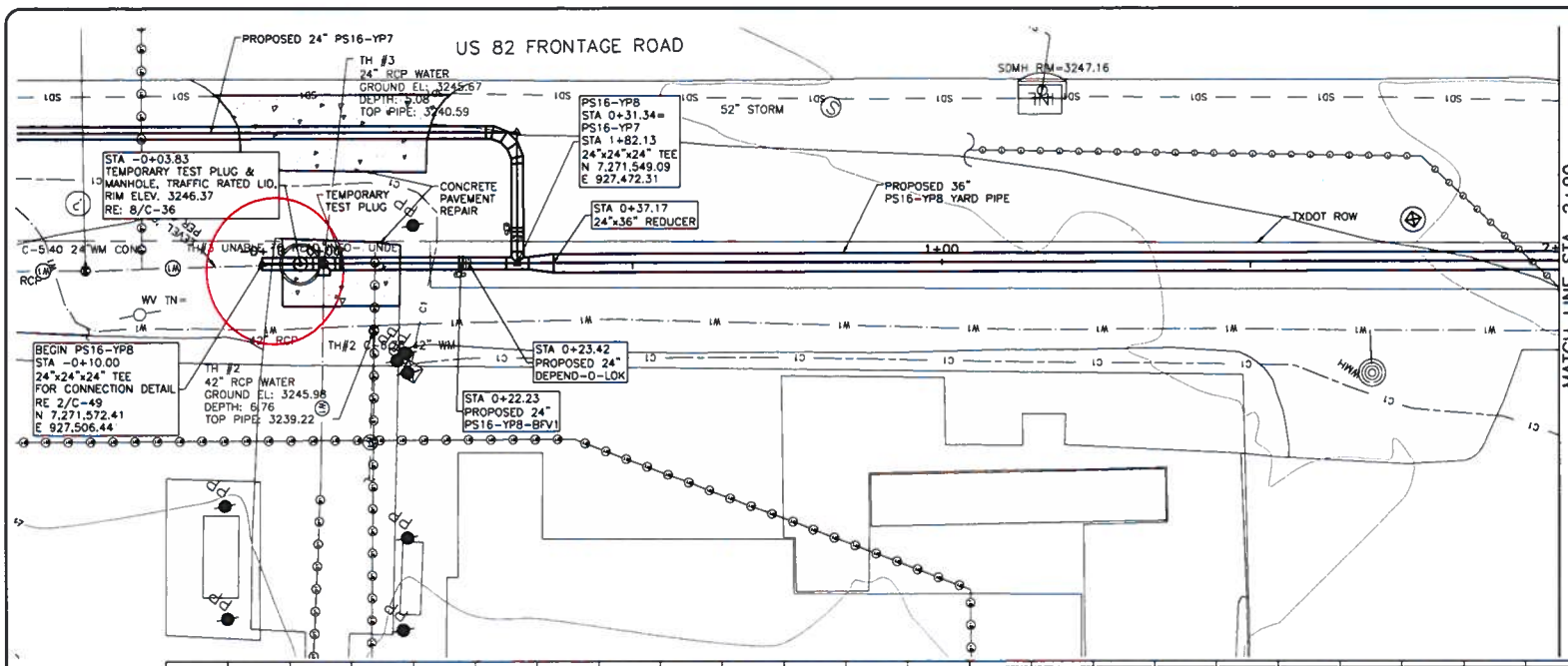


Exhibit 4

NORTHWEST PIPE COMPANY 351 Longhorn Road Saginaw, TX 76179 (817) 847-1402	Demolition of PS 7 & Waterline Replacement Garney Construction	BY: JTG/JO	DATE: Jul 02, 2020
		DRAWING #: SA-20-009-A-2001	REV 0

Plan Sheets from LUB14113
(PS16)



NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION AND MANUFACTURING PIPE.
2. CONCRETE CURB AND GUTTER IS NOT TO BE DAMAGED. ANY DAMAGE TO CURBS AND/OR GUTTERS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. CONTRACTOR SHALL SUPPORT EXISTING UTILITIES AS REQUIRED. REPLACEMENT/REPAIR OF ANY EXISTING UTILITIES SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
4. CONTRACTOR SHALL CONTAIN ALL WORKING OPERATIONS WITHIN THE ROW. ANY PAVEMENT DAMAGED BY THE CONTRACTORS OPERATIONS THAT IS SHOWN TO BE OUTSIDE OF PAVEMENT REPLACEMENT LIMITS SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
5. TEST PLUGS SHALL BE REMOVED UPON SUCCESSFUL COMPLETION OF HYDROSTATIC TEST.
6. CONTRACTOR TO CALL TXDOT AREA INSPECTOR 48 HOURS PRIOR TO STARTING WORK IN TXDOT ROW.
7. ALL PIPE WITHIN TXDOT ROW SHALL HAVE A MINIMUM COVER OF 48".

The Record Drawing is a compilation of the original engineering contract drawings for the project and the shop drawings submitted by the contractor reflecting changes in the Project made during construction. The original sealed drawings are on file with the Engineer.
FREESE AND NICHOLS, INC.
RECORD DRAWINGS PREPARED ON

Freese and Nichols, Inc
Texas Registered Engineering Firm F-2144
FREESE NICHOLS
4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4895
Phone: (817) 735-7300
Fax: (817) 735-7491
Web: www.freese.com

CITY OF LUBBOCK, TEXAS

PUMP STATION NO. 16 & STORAGE TANK

SITE CIVIL

PLAN AND PROFILE PS16-YP8 YARD PIPE

NO.	ISSUE	BY	DATE
	RECORD DRAWING	NCL	06/06/18
	ISSUED FOR CONSTRUCTION	NCL	02/12/18
			DATE DEC 2015

FREESE NICHOLS JOB NO LUB14113
DESIGNED DW
DRAWN MDC
CHECKED MDC
REVISED MDC
CHECKED NCL
FILE NAME CV-TNK-PP-YARD11.dwg

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

0 10' 20'
SCALE IN FEET

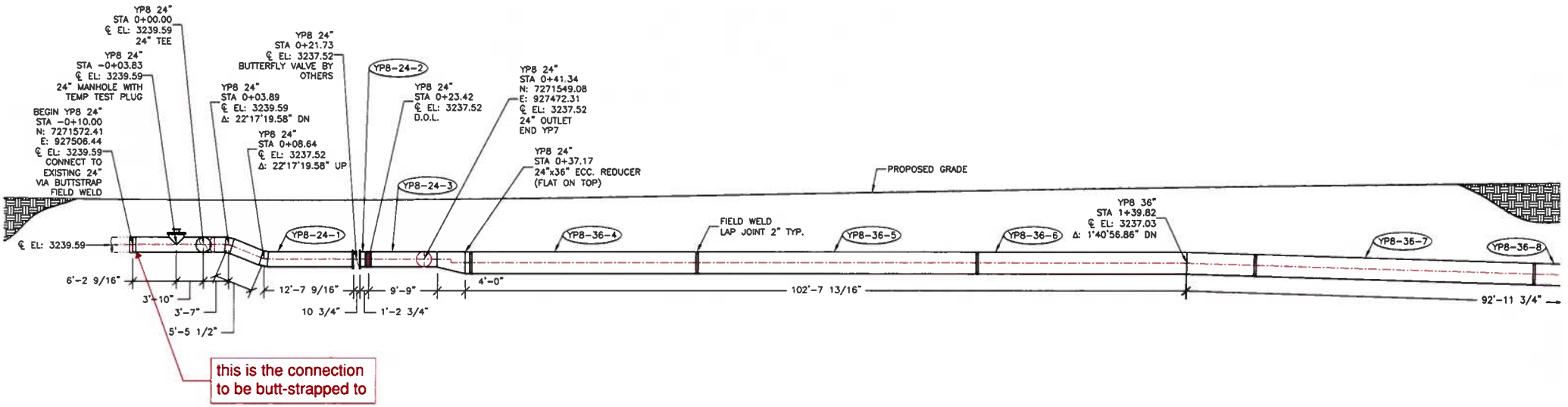
SHEET C-20
SEQ. 23

RECORD DRAWING

Exhibit 5

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Filename: N:\WTU\Drawings\PUMP STATION 16\CV-TNK-PP-YARD11.dwg
Last Saved 5/22/2018 9:51 AM

CONT. ON D17—



YP8 PIPING
PROFILE

NOTES:
1) ALL DIMENSIONS, COORDINATES, ELEVATIONS TO BE VERIFIED BY CUSTOMER
2) 1/8" GASKET GAP BETWEEN ALL FLANGE TO FLANGE CONNECTIONS
3) ALL CONNECTIONS VIA BUTTSTRAP OR BELL & SPIGOT ARE TO BE FIELD WELDED

Exhibit 6

REV.	DATE	REVISION DESCRIPTION
3		
2		
1	5 JUL16	REVISED PER SUBMITTAL REVIEW

JIFCO OF TEXAS
FABRICATED PIPING
204 CR 238
KOSSE, TX 76653
PH (254) 587-2245
FX (254) 587-2092

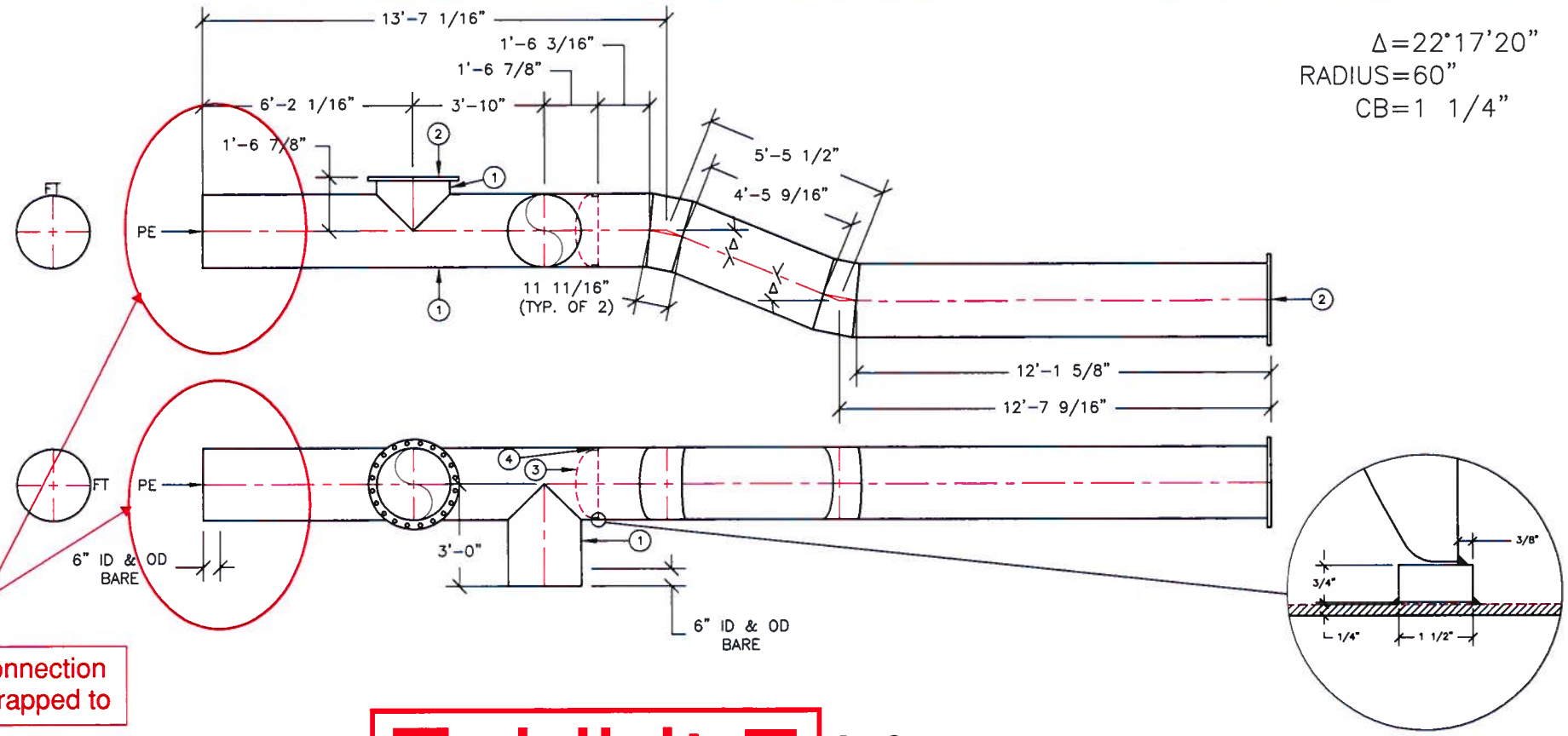
TITLE: YP8 PIPING PROFILE (CONT. ON D17)

PROJECT: PUMP STATION NO. 16 & STORAGE TANK
AGENCY: CITY OF LUBBOCK, TX
CONTR: FERGUSON

DRAWN BY: TL	APPV'D BY:	JOB NUMBER	SHEET NUMBER
DATE: 6/MAY/16	SCALE: NONE	1212	D16

NOTES:
1) SEE SHEET N8 FOR INTERNAL DISHED HEAD COATING DETAILS

ROLLED BY	FITTER NUMBER	REV.	DATE	REVISION DESCRIPTION	INIT.
		1	29 JUN16	REVISED HOLDBACK DIMESNIONS	TL
		2			
		3			



this is the connection to be butt-strapped to

Exhibit 7

SHIP LOOSE:

⑥ 2 EACH, 25 3/4" ID x 1/4" x 10" LONG BUTTSTRAP

⑤ 1 EACH, 24" CLASS D BLD FLG WITH 8" OUTLET – REF SHEET 163A



1 EA. REQ.	MARK NUMBER	REF SHEET
	YP8-24-1	D16
LINING	1/2" CML	COATING 1" CMC

ITEM NO.	QTY.	DESCRIPTION	MATERIAL SPECIFICATION	HEAT NUMBER
⑧				
⑦				
⑥				
⑤				
④	1	1 1/2" x 3/4" FLAT BAR ROLLED TO 25" OD	ASTM A36	
③	1	20" OD X 1/4" DISHED HEAD	--	
②	2	24" CLASS D FLG, BB	AWWA C207	
①	35'	25 3/4" OD X 1/4" WSP CML	AWWA C200	

JIFCO OF TEXAS
FABRICATED PIPING
204 CR 238
KOSSE, TX 76653
PH (254) 587-2245
FX (254) 587-2092

P-342-F JIFCO SHOP PRINT REV A (WHITE)
P-348-F JIFCO WELD MAP REV A (GREEN)
P-349-F JIFCO TEST MAP REV A (BLUE)
P-350-F JIFCO CL MAP REV A (PINK)

TITLE: YP8 PIPING

PROJECT: PUMP STATION NO. 16 & STORAGE TANK
AGENCY: CITY OF LUBBOCK, TX
CONTR: FERGUSON
ADDRESS:

DRAWN BY: TL	CHECKED BY:	JOB NUMBER	SHEET NUMBER
DATE: 22/MAY/16	SCALE: NONE	1212	163

CP-006 Outfall Improvements on the South End of Quincy Street

FREESE AND NICHOLS

Change Proposal

PROJECT	Low Head C Pipeline	**PROJECT NUMBER**	
OWNER	City of Lubbock	15477	
BUILDER	Garney Companies		
DESIGNER	Freese and Nichols, Inc.		
CM	Bret Calvert		

CP No.	CP-006
CP Description	Demolition & Removal of Existing Culvert Piping and the Installation of New Dual 30" CMP Piping with Backfill and Road Base back to existing grade. Installation of 18 Cubic Feet of 6" Rip Rap with outfall excavation improvements and excess material haul off.
Specification	
Drawing / Detail	

NOTIFICATION BY BUILDER

The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:

Purpose of Change Proposal	New Change Proposal
Requested Action	Issue a Work Change Directive or Change Order for the described change
Basis of Compensation	Lump Sum calculated using Cost of Work provisions in General Conditions paragraph 13.01
Required Documentation	- Detailed cost breakdown attached showing labor, materials, equipment, and all other costs for this change
Total Change Proposal Amount	$ 17,048.96
Adjustment in Contract Time	0 days
Attachment	CP-006-EastQuincyCulvertPipingImprovements-Taylor Kennedy-Pending.pdf

Submitted By Taylor Kennedy **Date** 05-17-2022

CONSTRUCTION MANAGER'S RESPONSE

Recommended Basis for Compensation:

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

Status	Recommended for Approval		
Action	No Action Required		
Comments	City of Lubbock Josh Kristinek has asked to "proceed" with the Quincy Street drainage improvements. see attached email. CP-006 will be included in the final reconciliation change order at close-out.		
Attachments	CP-006-EastQuincyCulvertPipingImprovements-Taylor Kennedy-Pending.pdf		
Response By	Bret Calvert	**Date**	05-24-2022

1031 Andrews Highway Ste 304C, Midland, Texas, 79701
Phone: 816.741.4600
www.garney.com

City of Lubbock
1314 Ave K
Lubbock, Texas, 79401

04/22/2022

Attn: Josh Kristinek

Re: Outfall Improvements and Removal & Replacement of Culvert Piping East of Quincy Ave.

Dear Mr. Kristinek,

Garney has evaluated your request for the outfall improvements and removal of the existing 18" Culvert Piping located in the alley-way just East of Quincy Ave. This includes the installation of dual 30" Corrugated Metal Pipe at 30 LF Each, with proper backfill to grade and installation of new road base in the disturbed areas. This also includes the installation of 18 Cubic Feet of Rip Rap and proper outfall improvements. A scope breakdown is included following the Change Order Proposal Cover Letter.

Garney would like to propose the Change Order Proposal in the amount of $17,048.96.

This proposal represents the direct cost of the referenced work only. If additional work is required as a result of this change due to circumstances outside of Garney's control, this will be discussed and addressed under a separate cover.

IC.

Taylor Kennedy

CC: Bailey Ratcliff, Michael McBee, Bret Calvert, Taylor Kennedy

CONTRACT MODIFICATION REQUEST

PROJECT:	Low Head C Pipeline	**PROJECT NUMBER**
OWNER:	City of Lubbock	15477
CONTRACTOR:	Garney Construction	7339
CM:	Freese & Nichols (Bret Calvert)	LUB19278
ENGINEER:	Freese and Nichols (Michael McBee)	LUB19278

Request for Change Proposal **005**

Demolition & Removal of Existing Culvert Piping and the Installation of New Dual 30" CMP Piping with Backfill and Road Base back to existing grade. Installation of 18 Cubic Feet of 6" RIP RAP with outfall excavation improvements and excess material haul off.

Item #	Engineering Directive #	Description	Qty	Unit	Cost Per	Extended Cost
		Removal & Replacement of Culvert Piping East of Quincy	1	LS	$ 9,837.97	$ 9,837.97
		Outfall Remediation	1	LS	$ 7,210.99	$ 7,210.99
					Total	**$ 17,048.96**

Contractor: Garney Construction

Date: Taylor Kennedy

Taylor Kennedy

Recommended for Payment by Engineer

By _____ Date

Approved for Payment by

By _____ Date

Ap
Construction Manager

By _____ Date

Approved for Payment by

By _____ Date

Change Order Proposal: 7339-05 Removal & Replacement of Culvert Piping East of Quincy 04/22/22

WCD Details: Demolition & Removal of Existing Culvert Piping and the Installation of New Dual 30" CMP Piping with Backfill and Road Base back to existing grade.

Classification	Un-Burdened Base Rate	FOA And Medicare 7.65%	Federal Unemployment 0.60%	State Unemployment (Texas) 1.76%	Workmen's Compensation (Texas) 5.70%	General Liability Insurance 1.78%	Pension (ESOP) 12.00%	Pension (401K) 3.50%	Holiday (3.5%) 3.50%	Vacation (6%) 6.00%	Consume ables 9.50%	Health & Dental Insurance $4.53/hour (Per Hour x 40) $ 5.06	Group Life Insurance (Per Hour x 40) Variable	Vehicle Allowance variable per class	Vehicle Fuel and Maintenance $ 4.50	Regular Time =SUM(D:O) Costs	Over Time =SUM(D:L)*1.5 Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
42 PROJECT MANAGER:	$ 60.10	$ 4.60	$ 0.36	$ 1.06	$ 3.43	$ 1.07	$ 7.21	$ 2.10	$ 2.10	$ 3.61	$ 5.71	$ 5.06	$ 0.10	$ 6.25	$ 4.50	$ 107.26	$ 137.01	2		$ 214.51
54 SUPERINTENDENT: ASSISTANT	$ 42.87	$ 3.28	$ 0.26	$ 0.75	$ 2.44	$ 0.76	$ 5.14	$ 1.50	$ 1.50	$ 2.57	$ 4.07	$ 5.06	$ 0.09	$ 7.50	$ 4.50	$ 82.31	$ 97.74	8		$ 658.46
60 OPERATOR: HOURLY	$ 27.75	$ 2.12	$ 0.17	$ 0.49	$ 1.58	$ 0.49	$ 3.33	$ 0.97	$ 0.97	$ 1.67	$ 2.64	$ 5.06	$ 0.04	$ -	$ -	$ 47.28	$ 63.27	8		$ 378.22
70 LABORER: HOURLY	$ 22.00	$ 1.68	$ 0.13	$ 0.39	$ 1.25	$ 0.39	$ 2.64	$ 0.77	$ 0.77	$ 1.32	$ 2.09	$ 5.06	$ 0.04	$ -	$ -	$ 38.54	$ 50.16	16		$ 616.61
																			TOTAL:	$ 1,867.80

PER DIEM	Days for this Work	Long Term Crews: Monthly Per Diem	Long Term Crews: Working Days per Month	Long Term Crews: Daily Per Diem	Short Term Crews: Fuel	Short Term Crews: Hotel	Short Term Crews: Food	Total Subsitance
54 SUPERINTENDENT: ASSISTANT	1.00	$ 1,700.00	22.00	$ 77.27				$ 77.27
60 OPERATOR: HOURLY	1.00	$ 800.00	22.00	$ 36.36				$ 36.36
70 LABORER: HOURLY	2.00	$ 800.00	22.00	$ 36.36				$ 72.73
							TOTAL	$ 545.45

EQUIPMENT Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 316 Excavator - Rental			$ 861.00	1.00	$ 2,263.00		$ 60,019.00		$ 21.75	8.00	$ 1,050.00	1.00	$ 2,085.00
													$ -
											$ -		$ -
												TOTAL	$ 2,085.00

MATERIALS Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Benmark Supply Company		30" CMP Piping - 30' Long Joints	60	LF	$ 60.00	$ 3,600.00
PB Materials		Commercial Base - Baker Pit	22	Tons	$ 20.75	$ 456.50
						$ -
						$ -
						$ -
					TOTAL	$ 4,056.50

SERVICES Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
						$ -
						$ -
					TOTAL	$ -

Summary:	TOTALS
Direct Cost of Labor	$ 1,867.80
Direct Cost of Per Diem	$ 545.45
Direct Cost of Equipment	$ 2,085.00
Direct Cost of Materials	$ 4,056.50
Direct Cost of Subcontractor	$ -
Contractor's Fee	$ 1,283.21
Subtotal	$ 9,837.97
Direct Cost of Bond Premium	$ -
TOTAL COST	$ 9,837.97

Change Order Proposal: 7339-05 Outfall Remediation Work 05/06/22

WCD Details: Installation of 6" RIP RAP in 20 FT x 20 FT x 14" and reshape of outfall material pattern to elimnate channeling.

Classification	Un-Burdened Base Rate	FCIA And Medicare 7.65%	Federal Unemployment 0.60%	State Unemployment (Texas) 1.76%	Workmen's Compensation (Texas) 5.70%	General Liability Insurance 1.78%	Pension (ESOP) 12.00%	Pension (401K) 3.50%	Holiday (3.5%) 3.50%	Vacation (6%) 6.00%	Consumables 9.50%	Health & Dental Insurance $4.53/hour (Per Hour x 40) $ 5.06	Group Life Insurance (Per Hour x 40) Variable	Vehicle Allowance variable per class	Vehicle Fuel and Maintenance $ 4.50	Regular Time =SUM(D:O) Costs	Over Time =SUM(D-L)*1.5 Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
42 PROJECT MANAGER:	$ 60.10	$ 4.60	$ 0.36	$ 1.06	$ 3.43	$ 1.07	$ 7.21	$ 2.10	$ 2.10	$ 3.61	$ 5.71	$ 5.06	$ 0.10	$ 6.25	$ 4.50	$ 107.26	$ 137.01			$ -
54 SUPERINTENDENT: ASSISTANT	$ 42.87	$ 3.28	$ 0.26	$ 0.75	$ 2.44	$ 0.76	$ 5.14	$ 1.50	$ 1.50	$ 2.57	$ 4.07	$ 5.06	$ 0.09	$ 7.50	$ 4.50	$ 82.31	$ 97.74	6		$ 493.84
60 OPERATOR: HOURLY	$ 27.75	$ 2.12	$ 0.17	$ 0.49	$ 1.58	$ 0.49	$ 3.33	$ 0.97	$ 0.97	$ 1.67	$ 2.64	$ 5.06	$ 0.04	$ -	$ -	$ 47.28	$ 63.27	6		$ 283.67
70 LABORER: HOURLY	$ 22.00	$ 1.68	$ 0.13	$ 0.39	$ 1.25	$ 0.39	$ 2.64	$ 0.77	$ 0.77	$ 1.32	$ 2.09	$ 5.06	$ 0.04	$ -	$ -	$ 38.54	$ 50.16	12		$ 462.46
																			TOTAL:	$ 1,239.97

PER DIEM	Days for this Work	Long Term Crews: Monthly Per Diem	Long Term Crews: Working Days per Month	Long Term Crews: Daily Per Diem	Short Term Crews: Fuel	Short Term Crews: Hotel	Short Term Crews: Food	Total Subsitance
54 SUPERINTENDENT: ASSISTANT	1.00	$ 1,700.00	22.00	$ 77.27				$ 77.27
60 OPERATOR: HOURLY	1.00	$ 800.00	22.00	$ 36.36				$ 36.36
70 LABORER: HOURLY	2.00	$ 800.00	22.00	$ 36.36				$ 72.73
							TOTAL	$ 545.45

EQUIPMENT Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 316 Excavator - Rental			$ 861.00	1.00	$ 2,263.00		$ 60,019.00		$ 21.75	8.00	$ 1,050.00	1.00	$ 2,085.00
													$ -
											$ -		$ -
												TOTAL	$ 2,085.00

MATERIALS Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
PB Materials		30" CMP Piping - 30' Long Joints	35	Tons	$ 40.00	$ 1,400.00
						$ -
						$ -
						$ -
						$ -
					TOTAL	$ 1,400.00

SERVICES Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Extra Material Haul Off		Hourly Trucking for Haul Off	10	Hrs	$ 100.00	$ 1,000.00
						$ -
					TOTAL	$ 1,000.00

Summary:	TOTALS
Direct Cost of Labor	$ 1,239.97
Direct Cost of Per Diem	$ 545.45
Direct Cost of Equipment	$ 2,085.00
Direct Cost of Materials	$ 1,400.00
Direct Cost of Subcontractor	$ 1,000.00
Contractor's Fee	$ 940.56
Subtotal	$ 7,210.99
Direct Cost of Bond Premium	$ -
TOTAL COST	$ 7,210.99

CP-007 Misc. Improvements From Substantial Completion Walk-Thru

FREESE AND NICHOLS

Change Proposal

PROJECT	Low Head C Pipeline	**PROJECT NUMBER**	
OWNER	City of Lubbock	15477	
BUILDER	Garney Companies		
DESIGNER	Freese and Nichols, Inc.		
CM	Bret Calvert		

CP No.	CP-007
CP Description	This Change Proposal Request is combined of various items identified during the Substantial Completion Walk through.
Specification	
Drawing / Detail	

NOTIFICATION BY BUILDER

The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:

Purpose of Change Proposal	New Change Proposal
Requested Action	Issue a Work Change Directive or Change Order for the described change
Basis of Compensation	Lump Sum calculated using Cost of Work provisions in General Conditions paragraph 13.01
Required Documentation	- Detailed cost breakdown attached showing labor, materials, equipment, and all other costs for this change - Schedule attached to show impacts and justification for requested change in Contract Times
Total Change Proposal Amount	$ 35,416.34
Adjustment in Contract Time	0 days
Attachment	CP-007-ChangeProposal07-Misc.ItemsfromSubstantialWalkthrough-Taylor Kennedy-Pending.pdf

Submitted By	Taylor Kennedy	**Date**	06-27-2022

CONSTRUCTION MANAGER'S RESPONSE

Recommended Basis for Compensation:

Unit Prices

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

Status	Recommended for Approval		
Action	Final Distribution		
Comments	Approved - will be included in the Reconciliation Change Order, see attached City of Lubbock signed CP		
Attachments	CP-007-ChangeProposal07-Misc.ItemsfromSubstantialWalkthrough-Bret Calvert-Recommended for Approval.pdf CP-007-ChangeProposal07-Misc.ItemsfromSubstantialWalkthrough-Taylor Kennedy-Pending.pdf		
Response By	Bret Calvert	**Date**	07-11-2022

CONTRACT MODIFICATION REQUEST

		PROJECT NUMBER
PROJECT:	Low Head C Pipeline	15477
OWNER:	City of Lubbock	7339
CONTRACTOR:	Garney Construction	LUB19278
CM:	Freese & Nichols (Bret Calvert)	LUB19278
ENGINEER:	Freese and Nichols (Michael McBee)	

Change Proposal 007

The below items are a result of items observed and requested after the Substantial Completion Walkthrough.

Item #	Engineering Directive #	Description	Qty	Unit	Cost Per	Extended Cost
		Change from Original to Wood Panel Fencing	1	LS	$ 16,545.97	$ 16,545.97
		Installation of Gravel and Mow Strip Between electrical pad at the Antenna Site	1	LS	$ 3,985.80	$ 3,985.80
		Rotation of Manhole Lid on 26th Street	1	LS	$ 268.95	$ 268.95
		Relocation of the Fiber Boxes at 26th Street & The West 62/82 Bore	1	LS	$ 5,085.49	$ 5,085.49
		Rain Catches for All Traffic Rated Manholes	1	LS	$ 2,899.83	$ 2,899.83
		66th Street Sewer Manhole Repairs	1	LS	$ 6,630.29	$ 6,630.29
					Total	$ 35,416.34

Contractor: Garney Construction

Date: 6.17.22

By Taylor Kennedy
Taylor Kennedy

Recommended for Payment by Engineer

By Michael McBee 06/21/2022
Date

Recommended for Payment by Construction Manager

By 20220621
Date

Approved for Payment by City of Lubbock

By 06/22/2022
Date

Change Order Proposal: 7339-06 Change in Fencing Materials from Original Fabric to Cedar Post 6.17.22

WCD Details: This includes the pricing for the change in the original scope of work to install Chainlink Fence with Fabric to Western Red Cedar. This would include the original fence posts that are already installed.

Please note that this does not include any revised grounding system from the original design. If there any grounding needs to change this will be an additional cost.

Classification	Un-Burdened Base Rate	FCIA And Medicare 7.65%	Federal Unemployment 0.60%	State Unemployment (Texas) 1.76%	Workmen's Compensation (Texas) 5.70%	General Liability Insurance 1.78%	Pension (ESOP) 12.00%	Pension (401K) 3.50%	Holiday (3.5%) 3.50%	Vacation (6%) 6.00%	Consumables 9.50%	Health & Dental Insurance $4.53/hour (Per Hour x 40) $ 5.06	Group Life Insurance (Per Hour x 40) Variable	Vehicle Allowance variable per class	Vehicle Fuel and Maintenance $ 4.50	Regular Time =SUM(D:O) Costs	Over Time =SUM(D:L)*1.5 Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
42 PROJECT MANAGER	$ 60.10	$ 4.60	$ 0.36	$ 1.06	$ 3.43	$ 1.07	$ 7.21	$ 2.10	$ 2.10	$ 3.61	$ 5.71	$ 5.06	$ 0.10	$ 6.25	$ 4.50	$ 107.26	$ 137.01	3		$ 321.77
54 SUPERINTENDENT: ASSISTANT	$ 42.87	$ 3.28	$ 0.26	$ 0.75	$ 2.44	$ 0.76	$ 5.14	$ 1.50	$ 1.50	$ 2.57	$ 4.07	$ 5.06	$ 0.09	$ 7.50	$ 4.50	$ 82.31	$ 97.74			$ -
60 OPERATOR: HOURLY	$ 27.75	$ 2.12	$ 0.17	$ 0.49	$ 1.58	$ 0.49	$ 3.33	$ 0.97	$ 0.97	$ 1.67	$ 2.64	$ 5.06	$ 0.04	$ -	$ -	$ 47.28	$ 63.27			$ -
70 LABORER: HOURLY	$ 22.00	$ 1.68	$ 0.13	$ 0.39	$ 1.25	$ 0.39	$ 2.64	$ 0.77	$ 0.77	$ 1.32	$ 2.09	$ 5.06	$ 0.04	$ -	$ -	$ 38.54	$ 50.16			$ -
																			TOTAL:	$ 321.77

PER DIEM	Days for this Work	Long Term Crews: Monthly Per Diem	Long Term Crews: Working Days per Month	Long Term Crews: Daily Per Diem	Short Term Crews: Fuel	Short Term Crews: Hotel	Short Term Crews: Food	Total Subsitance
							TOTAL	$ -

SERVICES Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Allstate Fencing		Modifications to Change to Western Red Cedar	1	LS	$ 10,708.88	$ 10,708.88
ACME ELECTRIC		No Costs are included for any grounding outside of the posts				$ -
					TOTAL	$ 10,708.88

Summary:	TOTALS
Direct Cost of Labor	$ 321.77
Direct Cost of Per Diem	$ -
Direct Cost of Equipment	$ -
Direct Cost of Materials	$ -
Direct Cost of Subcontractor	$ 10,708.88
Contractor's Fee	$ 5,515.32
Subtotal	$ 16,545.97
Direct Cost of Bond Premium	$ -
TOTAL COST	$ 16,545.97

Change Order Proposal: 7339-06 Installation of Fabric and #57 Stone between Fence Curb and Electrical Pad 6.17.22

WCD Details: This includes the costs associated for the final grading of all ground within the Fencinc Curb and the Electrical Pad. This also includes the installation of Landscape Fabric & 2" of #57 Stone around the entirity of the electrical pad.

Classification	Un-Burdened Base Rate	FCIA And Medicare 7.65%	Federal Unemployment 0.60%	State Unemployment (Texas) 1.76%	Workmen's Compensation (Texas) 5.70%	General Liability Insurance 1.78%	Pension (ESOP) 12.00%	Pension (401K) 3.50%	Holiday (3.5%) 3.50%	Vacation (6%) 6.00%	Consumables 9.50%	Health & Dental Insurance $4.53/hour (Per Hour x 40) $ 5.06	Group Life Insurance (Per Hour x 40) Variable	Vehicle Allowance variable per class	Vehicle Fuel and Maintenance $ 4.50	Regular Time =SUM(D:O) Costs	Over Time =SUM(D:L)*1.5 Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
42 PROJECT MANAGER:	$ 60.10	$ 4.60	$ 0.36	$ 1.06	$ 3.43	$ 1.07	$ 7.21	$ 2.10	$ 2.10	$ 3.61	$ 5.71	$ 5.06	$ 0.10	$ 6.25	$ 4.50	$ 107.26	$ 137.01	1		$ 107.26
54 SUPERINTENDENT: ASSISTANT	$ 42.87	$ 3.28	$ 0.26	$ 0.75	$ 2.44	$ 0.76	$ 5.14	$ 1.50	$ 1.50	$ 2.57	$ 4.07	$ 5.06	$ 0.09	$ 7.50	$ 4.50	$ 82.31	$ 97.74	4		$ 329.23
60 OPERATOR: HOURLY	$ 27.75	$ 2.12	$ 0.17	$ 0.49	$ 1.58	$ 0.49	$ 3.33	$ 0.97	$ 0.97	$ 1.67	$ 2.64	$ 5.06	$ 0.04	$ -	$ -	$ 47.28	$ 63.27			$ -
70 LABORER: HOURLY	$ 22.00	$ 1.68	$ 0.13	$ 0.39	$ 1.25	$ 0.39	$ 2.64	$ 0.77	$ 0.77	$ 1.32	$ 2.09	$ 5.06	$ 0.04	$ -	$ -	$ 38.54	$ 50.16	16		$ 616.61
																			TOTAL:	$ 1,053.10

PER DIEM	Days for this Work	Long Term Crews: Monthly Per Diem	Long Term Crews: Working Days per Month	Long Term Crews: Daily Per Diem	Short Term Crews: Fuel	Short Term Crews: Hotel	Short Term Crews: Food	Total Subsitance
54 SUPERINTENDENT: ASSISTANT		$ 1,700.00	22.00	$ 77.27				$ -
60 OPERATOR: HOURLY		$ 800.00	22.00	$ 36.36				$ -
70 LABORER: HOURLY	2.00	$ 800.00	22.00	$ 36.36				$ 72.73
							TOTAL	$ 431.82

EQUIPMENT Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 316 Excavator - Rental			$ 861.00		$ 2,263.00		$ 60,019.00		$ 21.75		$ 1,050.00		$ -
													$ -
											$ -		$ -
												TOTAL	$ -

MATERIALS Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Home Depot		3' x 50' Landscape Fabric	2	EA	$ 18.50	$ 37.00
PB Materials		#57 Stone	180	CF	$ 10.80	$ 1,944.00
						$ -
						$ -
						$ -
					TOTAL	$ 1,981.00

SERVICES Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
						$ -
						$ -
					TOTAL	$ -

Summary:	TOTALS
Direct Cost of Labor	$ 1,053.10
Direct Cost of Per Diem	$ 431.82
Direct Cost of Equipment	$ -
Direct Cost of Materials	$ 1,981.00
Direct Cost of Subcontractor	$ -
Contractor's Fee	$ 519.89
Subtotal	$ 3,985.80
Direct Cost of Bond Premium	$ -
TOTAL COST	$ 3,985.80

Change Order Proposal: 7339-06 Excavation and Reorientation of Manhole Lid in 26th Street 6.17.22

WCD Details: This includes the costs for the excavation & reorintation of the Manhole Lid in 26th Street

Classification	Un-Burdened Base Rate	FCIA And Medicare 7.65%	Federal Unemployment 0.60%	State Unemployment (Texas) 1.76%	Workmen's Compensation (Texas) 5.70%	General Liability Insurance 1.78%	Pension (ESOP) 12.00%	Pension (401K) 3.50%	Holiday (3.5%) 3.50%	Vacation (6%) 6.00%	Consumables 9.50%	Health & Dental Insurance $4.53/hour (Per Hour x 40) $ 5.06	Group Life Insurance (Per Hour x 40) Variable	Vehicle Allowance variable per class	Vehicle Fuel and Maintenance $ 4.50	Regular Time =SUM(D:O) Costs	Over Time =SUM(D:L)*1.5 Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
42 PROJECT MANAGER:	$ 60.10	$ 4.60	$ 0.36	$ 1.06	$ 3.43	$ 1.07	$ 7.21	$ 2.10	$ 2.10	$ 3.61	$ 5.71	$ 5.06	$ 0.10	$ 6.25	$ 4.50	$ 107.26	$ 137.01			$ -
54 SUPERINTENDENT: ASSISTANT	$ 42.87	$ 3.28	$ 0.26	$ 0.75	$ 2.44	$ 0.76	$ 5.14	$ 1.50	$ 1.50	$ 2.57	$ 4.07	$ 5.06	$ 0.09	$ 7.50	$ 4.50	$ 82.31	$ 97.74	1		$ 82.31
60 OPERATOR: HOURLY	$ 27.75	$ 2.12	$ 0.17	$ 0.49	$ 1.58	$ 0.49	$ 3.33	$ 0.97	$ 0.97	$ 1.67	$ 2.64	$ 5.06	$ 0.04	$ -	$ -	$ 47.28	$ 63.27	1		$ 47.28
70 LABORER: HOURLY	$ 22.00	$ 1.68	$ 0.13	$ 0.39	$ 1.25	$ 0.39	$ 2.64	$ 0.77	$ 0.77	$ 1.32	$ 2.09	$ 5.06	$ 0.04	$ -	$ -	$ 38.54	$ 50.16	1		$ 38.54
																			TOTAL:	$ 168.12

PER DIEM	Days for this Work	Long Term Crews: Monthly Per Diem	Working Days per Month	Daily Per Diem	Short Term Crews: Fuel	Hotel	Food	Total Subsitance
40 PROJECT MANAGER: SENIOR		$ 2,250.00	22.00	$ 102.27				$ -
42 PROJECT MANAGER:		$ 2,250.00	22.00	$ 102.27				$ -
43 PROJECT MANAGER: ASSISTANT		$ 1,700.00	22.00	$ 77.27				$ -
53 SUPERINTENDENT:		$ 2,250.00	22.00	$ 102.27				$ -
54 SUPERINTENDENT: ASSISTANT		$ 1,700.00	22.00	$ 77.27				$ -
55 FIELD ENGINEER:		$ 1,650.00	22.00	$ 75.00				$ -
60 OPERATOR: HOURLY		$ 800.00	22.00	$ 36.36				$ -
70 LABORER: HOURLY		$ 800.00	22.00	$ 36.36				$ -
							TOTAL	$ -

EQUIPMENT Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 316 Excavator - Rental			$ 861.00		$ 2,263.00		$ 60,019.00		$ 21.75		$ 1,050.00		$ -
John Deere Rubber Tire Backhoe	$ 44.00	1.00	$ 295.00		$ 1,180.00		$ 4,215.00		$ 21.75	1.00			$ 65.75
											$ -		$ -
												TOTAL	$ 65.75

MATERIALS Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
						$ -
						$ -
						$ -
						$ -
						$ -
					TOTAL	$ -

SERVICES Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
						$ -
						$ -
					TOTAL	$ -

Summary:	TOTALS
Direct Cost of Labor	$ 168.12
Direct Cost of Per Diem	$ -
Direct Cost of Equipment	$ 65.75
Direct Cost of Materials	$ -
Direct Cost of Subcontractor	$ -
Contractor's Fee	$ 35.08
Subtotal	$ 268.95
Direct Cost of Bond Premium	$ -
TOTAL COST	$ 268.95

Change Order Proposal: 7339-06 Relocation of Fiber Boxes 04/22/22

WCD Details: This includes the costs associated with the relcoation of the Fiber Boxes located at 26th & Upland and 66th Street & the Railroad Bore. This also includes the installation of concrete pads around both fiber boxes.

Classification	Un-Burdened Base Rate	FCIA And Medicare 7.65%	Federal Unemployment 0.60%	State Unemployment (Texas) 1.76%	Workmen's Compensation (Texas) 5.70%	General Liability Insurance 1.78%	Pension (ESOP) 12.00%	Pension (401K) 3.50%	Holiday (3.5%) 3.50%	Vacation (6%) 6.00%	Consumables 9.50%	Health & Dental Insurance $4.53/hour (Per Hour x 40) $ 5.06	Group Life Insurance (Per Hour x 40) Variable	Vehicle Allowance variable per class	Vehicle Fuel and Maintenance $ 4.50	Regular Time =SUM(D:O) Costs	Over Time =SUM(D:L)*1.5 Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
42 PROJECT MANAGER:	$ 60.10	$ 4.60	$ 0.36	$ 1.06	$ 3.43	$ 1.07	$ 7.21	$ 2.10	$ 2.10	$ 3.61	$ 5.71	$ 5.06	$ 0.10	$ 6.25	$ 4.50	$ 107.26	$ 137.01	2		$ 214.51
54 SUPERINTENDENT: ASSISTANT	$ 42.87	$ 3.28	$ 0.26	$ 0.75	$ 2.44	$ 0.76	$ 5.14	$ 1.50	$ 1.50	$ 2.57	$ 4.07	$ 5.06	$ 0.09	$ 7.50	$ 4.50	$ 82.31	$ 97.74	8		$ 658.46
60 OPERATOR: HOURLY	$ 27.75	$ 2.12	$ 0.17	$ 0.49	$ 1.58	$ 0.49	$ 3.33	$ 0.97	$ 0.97	$ 1.67	$ 2.64	$ 5.06	$ 0.04	$ -	$ -	$ 47.28	$ 63.27	8		$ 378.22
70 LABORER: HOURLY	$ 22.00	$ 1.68	$ 0.13	$ 0.39	$ 1.25	$ 0.39	$ 2.64	$ 0.77	$ 0.77	$ 1.32	$ 2.09	$ 5.06	$ 0.04	$ -	$ -	$ 38.54	$ 50.16	24		$ 924.92
																			TOTAL:	$ 2,176.11

PER DIEM	Days for this Work	Long Term Crews: Monthly Per Diem	Long Term Crews: Working Days per Month	Long Term Crews: Daily Per Diem	Short Term Crews: Fuel	Short Term Crews: Hotel	Short Term Crews: Food	Total Subsitance
54 SUPERINTENDENT: ASSISTANT	1.00	$ 1,700.00	22.00	$ 77.27				$ 77.27
60 OPERATOR: HOURLY	1.00	$ 800.00	22.00	$ 36.36				$ 36.36
70 LABORER: HOURLY	3.00	$ 800.00	22.00	$ 36.36				$ 109.09
							TOTAL	$ 581.82

EQUIPMENT Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 316 Excavator - Rental			$ 861.00		$ 2,263.00		$ 60,019.00		$ 21.75		$ 1,050.00		$ -
John Deere Rubber Tire Backhoe	$ 44.00		$ 295.00	1.00	$ 1,180.00		$ 4,215.00		$ 21.75	6.00			$ 425.50
											$ -		$ -
												TOTAL	$ 425.50

MATERIALS Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Otoole Industries		Additional Conduit Material	1	LS	$ 991.34	$ 991.34
Home Depot		New Concrete Forms	1	LS	$ 148.00	$ 148.00
Home Depot		Concrete Mix for Concrete Pads	20	EA	$ 4.97	$ 99.40
						$ -
						$ -
					TOTAL	$ 1,238.74

SERVICES Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
						$ -
						$ -
					TOTAL	$ -

Summary:	TOTALS
Direct Cost of Labor	$ 2,176.11
Direct Cost of Per Diem	$ 581.82
Direct Cost of Equipment	$ 425.50
Direct Cost of Materials	$ 1,238.74
Direct Cost of Subcontractor	$ -
Contractor's Fee	$ 663.32
Subtotal	$ 5,085.49
Direct Cost of Bond Premium	$ -
TOTAL COST	$ 5,085.49

Change Order Proposal: 7339-06 Installation of Rainguards in all Traffic Rate Manholes 6.17.22

WCD Details: This includes the costs for the procurement & installation of Rainguards in all Traffic Rate Manholes.

Classification	Un-Burdened Base Rate	FCIA And Medicare 7.65%	Federal Unemployment 0.60%	State Unemployment (Texas) 1.76%	Workmen's Compensation (Texas) 5.70%	General Liability Insurance 1.78%	Pension (ESOP) 12.00%	Pension (401K) 3.50%	Holiday (3.5%) 3.50%	Vacation (6%) 6.00%	Consumables 9.50%	Health & Dental Insurance $4.53/hour (Per Hour x 40) $ 5.06	Group Life Insurance (Per Hour x 40) Variable	Vehicle Allowance variable per class	Vehicle Fuel and Maintenance $ 4.50	Regular Time =SUM(D:O) Costs	Over Time =SUM(D:L)*1.5 Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
42 PROJECT MANAGER:	$ 60.10	$ 4.60	$ 0.36	$ 1.06	$ 3.43	$ 1.07	$ 7.21	$ 2.10	$ 2.10	$ 3.61	$ 5.71	$ 5.06	$ 0.10	$ 6.25	$ 4.50	$ 107.26	$ 137.01	1		$ 107.26
54 SUPERINTENDENT: ASSISTANT	$ 42.87	$ 3.28	$ 0.26	$ 0.75	$ 2.44	$ 0.76	$ 5.14	$ 1.50	$ 1.50	$ 2.57	$ 4.07	$ 5.06	$ 0.09	$ 7.50	$ 4.50	$ 82.31	$ 97.74			$ -
60 OPERATOR: HOURLY	$ 27.75	$ 2.12	$ 0.17	$ 0.49	$ 1.58	$ 0.49	$ 3.33	$ 0.97	$ 0.97	$ 1.67	$ 2.64	$ 5.06	$ 0.04	$ -	$ -	$ 47.28	$ 63.27			$ -
70 LABORER: HOURLY	$ 22.00	$ 1.68	$ 0.13	$ 0.39	$ 1.25	$ 0.39	$ 2.64	$ 0.77	$ 0.77	$ 1.32	$ 2.09	$ 5.06	$ 0.04	$ -	$ -	$ 38.54	$ 50.16	16		$ 616.61
																			TOTAL:	$ 723.87

PER DIEM	Days for this Work	Long Term Crews: Monthly Per Diem	Long Term Crews: Working Days per Month	Long Term Crews: Daily Per Diem	Short Term Crews: Fuel	Short Term Crews: Hotel	Short Term Crews: Food	Total Subsitance
54 SUPERINTENDENT: ASSISTANT		$ 1,700.00	22.00	$ 77.27				$ -
60 OPERATOR: HOURLY		$ 800.00	22.00	$ 36.36				$ -
70 LABORER: HOURLY	2.00	$ 800.00	22.00	$ 36.36				$ 72.73
							TOTAL	$ 72.73

EQUIPMENT Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 316 Excavator - Rental			$ 861.00		$ 2,263.00		$ 60,019.00		$ 21.75		$ 1,050.00		$ -
													$ -
											$ -		$ -
												TOTAL	$ -

MATERIALS Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Benmark Supply Company		Rainguard Inflow Protectors	15	EA	$ 115.00	$ 1,725.00
						$ -
						$ -
						$ -
						$ -
					TOTAL	$ 1,725.00

SERVICES Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
						$ -
						$ -
					TOTAL	$ -

Summary:	TOTALS
Direct Cost of Labor	$ 723.87
Direct Cost of Per Diem	$ 72.73
Direct Cost of Equipment	$ -
Direct Cost of Materials	$ 1,725.00
Direct Cost of Subcontractor	$ -
Contractor's Fee	$ 378.24
Subtotal	$ 2,899.83
Direct Cost of Bond Premium	$ -
TOTAL COST	$ 2,899.83

Change Order Proposal: 7339-06 Removal & Replacement of Culvert Piping East of Quincy 04/22/22

WCD Details: This includes the costs associated with the correction of settlement of the existing City Sewer Line. These repairs include the sawcutting asphalt, excavation, installation of flowable fill, installation of final 2" of Asphalt and the installation of a concrete manhole pad. This does not include any traffic control as this work occurred at the time of existsing repairs at Garney's cost.

Classification	Un-Burdened Base Rate	FCIA And Medicare 7.65%	Federal Unemployment 0.60%	State Unemployment (Texas) 1.76%	Workmen's Compensation (Texas) 5.70%	General Liability Insurance 1.78%	Pension (ESOP) 12.00%	Pension (401K) 3.50%	Holiday (3.5%) 3.50%	Vacation (6%) 6.00%	Consumables 9.50%	Health & Dental Insurance $4.53/hour (Per Hour x 40) $ 5.06	Group Life Insurance (Per Hour x 40) Variable	Vehicle Allowance variable per class	Vehicle Fuel and Maintenance $ 4.50	Regular Time =SUM(D:O) Costs	Over Time =SUM(D:L)*1.5 Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
42 PROJECT MANAGER	$ 60.10	$ 4.60	$ 0.36	$ 1.06	$ 3.43	$ 1.07	$ 7.21	$ 2.10	$ 2.10	$ 3.61	$ 5.71	$ 5.06	$ 0.10	$ 6.25	$ 4.50	$ 107.26	$ 137.01	2		$ 214.51
54 SUPERINTENDENT: ASSISTANT	$ 42.87	$ 3.28	$ 0.26	$ 0.75	$ 2.44	$ 0.76	$ 5.14	$ 1.50	$ 1.50	$ 2.57	$ 4.07	$ 5.06	$ 0.09	$ 7.50	$ 4.50	$ 82.31	$ 97.74	4		$ 329.23
60 OPERATOR: HOURLY	$ 27.75	$ 2.12	$ 0.17	$ 0.49	$ 1.58	$ 0.49	$ 3.33	$ 0.97	$ 0.97	$ 1.67	$ 2.64	$ 5.06	$ 0.04	$ -	$ -	$ 47.28	$ 63.27	2		$ 94.56
70 LABORER: HOURLY	$ 22.00	$ 1.68	$ 0.13	$ 0.39	$ 1.25	$ 0.39	$ 2.64	$ 0.77	$ 0.77	$ 1.32	$ 2.09	$ 5.06	$ 0.04	$ -	$ -	$ 38.54	$ 50.16	4		$ 154.15
																			TOTAL:	$ 792.45

PER DIEM	Days for this Work	Long Term Crews: Monthly Per Diem	Long Term Crews: Working Days per Month	Long Term Crews: Daily Per Diem	Short Term Crews: Fuel	Short Term Crews: Hotel	Short Term Crews: Food	Total Subsitance
54 SUPERINTENDENT: ASSISTANT		$ 1,700.00	22.00	$ 77.27				$ -
60 OPERATOR: HOURLY		$ 800.00	22.00	$ 36.36				$ -
70 LABORER: HOURLY		$ 800.00	22.00	$ 36.36				$ -
							TOTAL	$ 359.09

EQUIPMENT Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 316 Excavator - Rental	$ 105.00	2.00	$ 861.00		$ 2,263.00		$ 60,019.00		$ 21.75	2.00	$ 1,050.00		$ 253.50
													$ -
											$ -		$ -
												TOTAL	$ 253.50

MATERIALS Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
PB Materials		2- Sack Flowable Fill	20	CY	$ 100.00	$ 2,000.00
						$ -
					TOTAL	$ 2,000.00

SERVICES Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
PAVECON		Installation of 2" of Asphalt	30	SY	$ 53.75	$ 1,612.50
PAVECON		Installation of Concrete Manhole Pad	1	EA	$ 1,010.00	$ 1,010.00
					TOTAL	$ 2,622.50

Summary:	TOTALS
Direct Cost of Labor	$ 792.45
Direct Cost of Per Diem	$ 359.09
Direct Cost of Equipment	$ 253.50
Direct Cost of Materials	$ 2,000.00
Direct Cost of Subcontractor	$ 2,622.50
Contractor's Fee	$ 602.75
Subtotal	$ 6,630.29
Direct Cost of Bond Premium	$ -
TOTAL COST	$ 6,630.29

RainGuard Inflow Protectors

Benefits

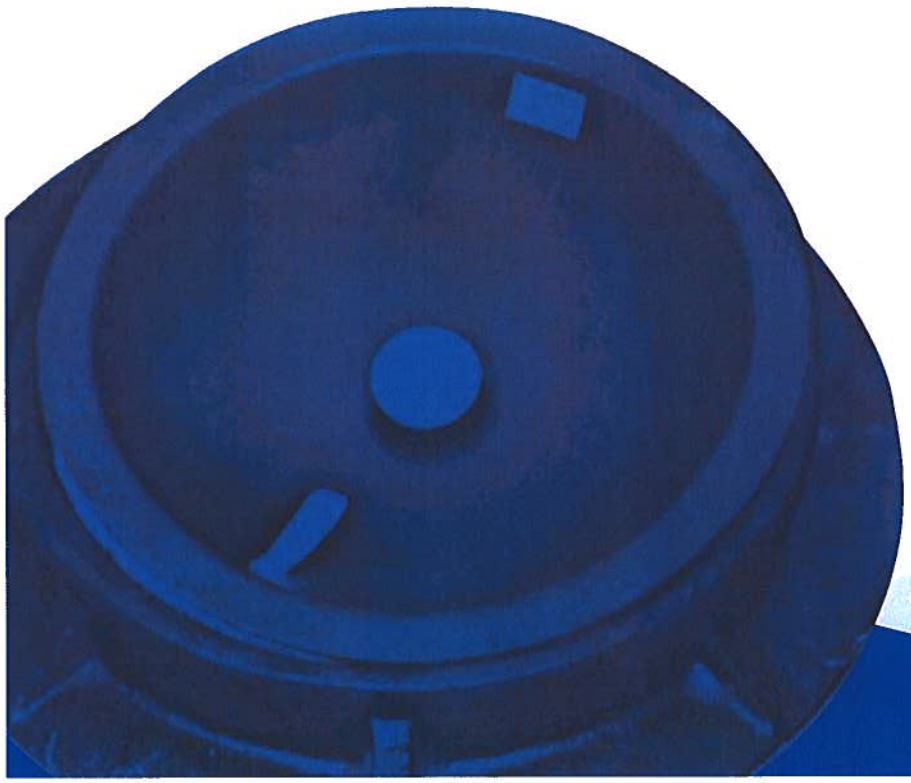
Reduces Inflow.
With sewage treatment costs rising, and many city systems strained to the breaking point, city officials are taking a closer look at streamlining existing plant operations and sewer systems. One way to make treatment plants more efficient and cost effective is to eliminate rainwater and other run-off from the sewer system. LFM's RainGuard Inflow Protector solves the problem of infiltration into the sewer system through manholes. On an average rainy day, a manhole can allow anywhere from 3,000 to 12,000 gallons of rainwater to enter the sewer treatment system.

Reduces Sewage Treatment Costs.
The RainGuard Inflow Protector reduces sewage treatment costs by reducing the amount of rainwater and other run-off from entering the treatment system.

Controls Manhole Odors.
Odors that come from a manhole can make the air we breathe rather unpleasant. The unique design of LFM's RainGuard Inflow Protector stops odors from rising out of a manhole.

Quality Assurance

At LFM, we stand behind the products we build. The RainGuard Inflow Protector carries a full one year warranty against defects and workmanship. Speak to your LFM sales representative for complete details.



LFM
Fiberglass Structures

Strong and Lasting Construction

The RainGuard Inflow Protector and its associated components are manufactured from a corrosion proof material called acrylonitrite-butadiene-styrene (ABS). This material is a high impact, high grade material manufactured under ASTM Specifications D-256 method A, D-638, D-790, D-785, D-648 method A and D-635. The RainGuard meets or exceeds all of these strict requirements. Its anti-corrosive nature makes it suitable for the harshest of sewer atmospheres. The RainGuard is impervious to such common sewer gases such as Hydrogen Sulfide and dilute Sulfuric Acid. The RainGuard Inflow Protector comes with a pressure sensitive adhesive gasket that is placed under the rim of the protector. The gasket is made of a high quality closed cell neoprene which is designed to give a long lasting bond in either wet or dry conditions.

Options

Our RainGuard Inflow Protector can be built with many different options to serve your specific applications. LFM can install a gas relief valve, a strap and/or a vent onto the inflow protector. The gas relief valve is designed to relieve gases at a pressure of 1 psi and have a water leak down rate of approximately 5 gallons per 24 hour period. The RainGuard Inflow Protector can be built with handy straps attached, making access to the manhole easy. We build Rain-Guard Inflow Protectors in many different diameters and with many combinations of options to fit your specific need. Contact your LFM sales representative to find out which options and which size best fits your needs.

Measuring Procedures

1. Remove the existing manhole cover.

2. Clean the manhole rim or flange of any dirt or debris, to insure accurate measurement.

3. Locate the CLEAR OPENING of the manhole rim. This is the INSIDE DIAMETER measurement (ID) as shown in the diagram (at right).

4. Take two or three readings along the inside diameter circumference and record the smallest measurement to the nearest eighth of an inch.

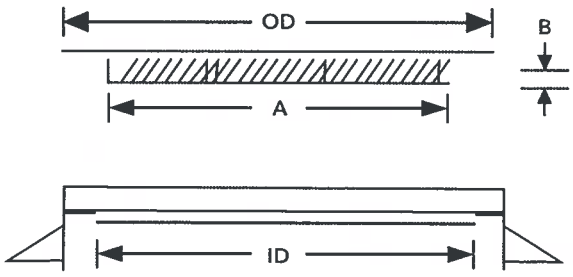
5. Locate the outer edge of the manhole rim. This is the OUTSIDE DIAMETER measurement (OD) as shown in the diagram (below). The OD measurement and the bottom of the manhole cover will have the same dimensions.

6. Take two or three readings along the outside diameter circumference and record the smallest measurement to the nearest eighth of an inch.

7. Provide dimensions A and B on the cover as shown in the diagram below. Please indicate the specific type of manhole frame and cover that you have, i.e. standard (heavy or light duty), locking, boltdown, watertight, etc., along with the name of the manufacturer, and if possible, include a drawing.

Refer to Diagram 1 (below) for critical dimensions which are required when ordering LFM RainGuard Inflow Protectors.

Diagram 1 - Dimensions to Measure



ID - Inside Frame Diameter (Clear Opening)

OD - Outside Frame Diameter

A - Drop Ring Diameter

B - Drop Ring Depth (From Underside Cover)

Corporate Headquarters • 5528 East Hwy. 290 • Giddings, TX 78942
800.237.5791 • LFM-frp.com

LFM Fiberglass Structures

CP-008 Time Extension for Final Completion to Coincide with LHC - Pump Station

1030 Andrews Highway, STE 304C, Midland Texas
Phone: 816.741.4600
www.garney.com

City of Lubbock
1314 Ave K
Lubbock, Texas, 79401

7/22/2022

Attn: Josh Kristinek

Re: Request for Change Proposal No. 08 – Contract Time Extension for Low Head C Pipeline

Dear Mr. Kristinek,

Garney would like to propose an increase in contract time of 168 calendar days due to the contract extension on the Lowhead C Pump Station Project. Upon Start Up of the Lowhead C Pump Station, Garney will remobilize for the chlorination and bacteria testing of the Lowhead C Pipeline and the final testing of the pipeline SCADA components in correspondence with the Lowhead C Pump Station.

C.

Taylor Kennedy

CC: John Turpin, Bailey Ratcliffe, Nick Lester, Michael McBee, Bret Calvert

PA-011 Release of Retainage
Less $100,000

Project	Low Head C Pipeline		**Project Number**
Owner	City of Lubbock		Contract # 15477
Contractor	Garney Construction		7339
Construction Manager	Freese and Nichols (Bret Calvert)		LUB19278
Design Professional	Freese and Nichols (Michael McBee)		LUB19278

Application No.: 11 **Application Period:** 4/26/2022 **to** 7/25/2022

Contract Time Summary

a	Date of Notice to Proceed	2/1/2021
b	Original days to Substantial Completion	300
c	Original days to Final Completion	390
d	Original Substantial Completion Date	11/28/2021
e	Original Final Completion Date	2/26/2022
f	Approved time extensions in days	340
g	Current days to Substantial Completion	640
h	Current days to Final Completion	730
i	Current Substantial Completion Date	11/3/2022
j	Current Final Completion Date	2/1/2023
k	Days Charged to Date	451
l	Days till Substantial Completion	0
m	Days till Final Completion	279
n	Current Anticipated Date of Substantial Completion	5/19/2022
o	Current Scheduled Date of Final Completion	10/1/2022
p	Substantial Completion - Days Ahead/Behind Schedule	COMPLETE
q	Final Completion - Days Ahead/Behind Schedule	123 days ahead

Summary of Earned Value and Set-offs

r	Original Contract Price	$ 8,915,699.95
s	Approved Contract Modifications	$ 254,183.58
t	Current Contract Price (r + s)	$ 9,169,883.53
u	Total Earned Value of Original Contract Performed as Shown on Attachment A	$ 8,915,699.95
v	Total Earned Value of Work on Approved Contract Modifications as Shown on Attachment A	$ 254,183.58
x	Total Earned Value of Fees, Work and Materials (u + v)	$ 9,169,883.53
y	Total Earned Value of Fees, Work and Materials from prior Application for Payment (x on prior application)	
z	Current Earned Value (x - y)	$ 9,169,883.53
aa	Amount Retained as Shown on Attachment D	$ 100,000.00
bb	Net Earned Value of Work and Materials (x - aa)	$ 9,069,883.52
cc	Net Earned Value of Work and Materials from prior Application for Payment (bb on prior application)	$ 7,711,894.02
dd	Balance Due for Net Earned Value of Work and Materials	$ 1,357,989.50
ee	Net Set-offs as Shown on Attachment C	$ -
ff	Payment Due	$ 1,357,989.50

The undersigned certifies for Contractor that all Work, including materials, covered by this Application for Payment have been completed or delivered and stored in accordance with the Contract Documents, that all amounts have been paid for Work, materials, and equipment for which previous Payment has been made by the Owner, and that the current payment amount shown in this Application for Payment is now due.

Taylor Kennedy — *Signature*

7/22/22 — *Date*

Recommended for Payment by:
Freese and Nichols Engineering

Michael McBee — *Signature*

07/22/2022 — *Date*

Approved for Payment
City of Lubbock

Signature

Date

Project	Low Head C Pipeline		**Project Number**
Owner	City of Lubbock		Contract # 15477
Contractor	Garney Construction		7339
Construction Manager	Freese and Nichols (Brci Calvert)		LUB19278
Design Professional	Freese and Nichols (Michael McBee)		LUB19278

Application No.: 11 **Application Period:** 4/28/2022 to 7/25/2022

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)
								Materials		Value of Work Completed Excluding Materials							Value of Work Completed	
Item No.	Description	Quantity Original Estimate	Unit of Measure	Unit Price	Value of Work Excluding Materials Per Unit	Estimated Value of Materials	Item Amount	Received to Date	% Received to Date	Completed Previous Estimate	Value Completed Previous Estimate	Completed This Estimate	Value Completed This Estimate	Completed to Date	Value Completed to Date	Percent Complete	Completed to Date	Percent Complete
Base Bid Items																		
A	36" AWWA C303 BWCCP and Fittings Class 150	21400	LF	$ 201.00	$ 79.00	$ 2,610,800.00	$ 4,301,400.00	$ 2,610,800.00	100%	21400.00	$ 1,690,600.00		$ -	21,400.00	$ 1,690,600.00	100%	$ 4,301,400.00	100%
A2	Corrosion Monitoring Test Stations	27.00	EA	$ 1,851.85	$ 1,851.85		$ 49,999.95	$ -	0%	22.00	$ 40,740.70	5.00	$ 9,259.25	27.00	$ 49,999.95	100%	$ 49,999.95	100%
D1	Trench Safety System	19,885.00	LF	$ 4.00	$ 4.00		$ 79,540.00	$ -	0%	19885.00	$ 79,540.00		$ -	19,885.00	$ 79,540.00	100%	$ 79,540.00	100%
D2a	60" I.D. 26th and Upland Avenue	105.00	LF	$ 1,200.00	$ 1,200.00		$ 126,000.00	$ -	0%	105.00	$ 126,000.00		$ -	105.00	$ 126,000.00	100%	$ 126,000.00	100%
D2b	60" I.D. 34th and Upland Avenue	110.00	LF	$ 1,200.00	$ 1,200.00		$ 132,000.00	$ -	0%	110.00	$ 132,000.00		$ -	110.00	$ 132,000.00	100%	$ 132,000.00	100%
D2c	60" I.D. Lubbock & Western Railway and Upland Avenue	140.00	LF	$ 1,200.00	$ 1,200.00		$ 168,000.00	$ -	0%	140.00	$ 168,000.00		$ -	140.00	$ 168,000.00	100%	$ 168,000.00	100%
D2d	60" I.D. 50th and Upland Avenue	130.00	LF	$ 1,200.00	$ 1,200.00		$ 156,000.00	$ -	0%	130.00	$ 156,000.00		$ -	130.00	$ 156,000.00	100%	$ 156,000.00	100%
D2e	60" I.D. 66th and US HWY 82	1,030.00	LF	$ 850.00	$ 850.00		$ 875,500.00	$ -	0%	1030.00	$ 875,500.00		$ -	1,030.00	$ 875,500.00	100%	$ 875,500.00	100%
D3	8" Blow Off Valve Assembly	9.00	EA	$ 18,000.00	$ 18,000.00		$ 162,000.00	$ -	0%	8.00	$ 144,000.00	1.00	$ 18,000.00	9.00	$ 162,000.00	100%	$ 162,000.00	100%
D4	4" Combination Air Valve Assembly	19.00	EA	$ 19,500.00	$ 19,500.00		$ 370,500.00	$ -	0%	19.00	$ 370,500.00		$ -	19.00	$ 370,500.00	100%	$ 370,500.00	100%
D5	8" Combination Air Valve Assembly	1.00	EA	$ 17,000.00	$ 17,000.00		$ 17,000.00	$ -	0%	1.00	$ 17,000.00		$ -	1.00	$ 17,000.00	100%	$ 17,000.00	100%
D6	Flexible Base Driveway Repair	350.00	SY	$ 52.00	$ 52.00		$ 18,200.00	$ -	0%	350.00	$ 18,200.00		$ -	350.00	$ 18,200.00	100%	$ 18,200.00	100%
D7	Concrete Driveway Repair	300.00	SY	$ 110.00	$ 110.00		$ 33,000.00	$ -	0%	551.00	$ 60,610.00	-251.00	$ (27,610.00)	300.00	$ 33,000.00	100%	$ 33,000.00	100%
D8	Asphalt Pavement Repair	10,340.00	SY	$ 65.00	$ 65.00		$ 672,100.00	$ -	0%	1384.50	$ 89,992.50	8955.50	$ 582,107.50	10,340.00	$ 672,100.00	100%	$ 672,100.00	100%
D8 1	Caliche Pavement Repair	1,428.00	SY	$ 30.00	$ 30.00		$ 42,840.00	$ -	0%		$ -	1428.00	$ 42,840.00	1,428.00	$ 42,840.00	100%	$ 42,840.00	100%
D9	Concrete Pavement Repair	2,300.00	SY	$ 116.00	$ 116.00		$ 266,800.00	$ -	0%	771.00	$ 89,436.00	1529.00	$ 177,364.00	2,300.00	$ 266,800.00	100%	$ 266,800.00	100%
D10	Additional CLSM for Utility Protection	250.00	CY	$ 90.00	$ 90.00		$ 22,500.00	$ -	0%	83.00	$ 7,470.00	167.00	$ 15,030.00	250.00	$ 22,500.00	100%	$ 22,500.00	100%
D11	Additional Coarse Gravel for Trench Foundation	250.00	CY	$ 35.00	$ 35.00		$ 8,750.00	$ -	0%		$ -	250.00	$ 8,750.00	250.00	$ 8,750.00	100%	$ 8,750.00	100%
D12	Additional Pipe Zone Embedment Material for Unstable Soils	250.00	CY	$ 25.00	$ 25.00		$ 6,250.00	$ -	0%		$ -	250.00	$ 6,250.00	250.00	$ 6,250.00	100%	$ 6,250.00	100%
D13	Additional Concrete Encasement	250.00	LF	$ 105.00	$ 105.00		$ 26,250.00	$ -	0%		$ -	250.00	$ 26,250.00	250.00	$ 26,250.00	100%	$ 26,250.00	100%
D14	Additional Flowable Fill Encasement	250.00	LF	$ 90.00	$ 90.00		$ 22,500.00	$ -	0%		$ -	250.00	$ 22,500.00	250.00	$ 22,500.00	100%	$ 22,500.00	100%
D15	Additional Curb and Gutter	250.00	LF	$ 75.00	$ 75.00		$ 18,750.00	$ -	0%		$ -	250.00	$ 18,750.00	250.00	$ 18,750.00	100%	$ 18,750.00	100%
D16	Additional 2,000 PSI Concrete	250.00	CY	$ 105.00	$ 105.00		$ 26,250.00	$ -	0%		$ -	250.00	$ 26,250.00	250.00	$ 26,250.00	100%	$ 26,250.00	100%
D17	Existing 36-Inch Bailey County Pipeline Connection	1.00	LS	$ 20,000.00	$ 20,000.00		$ 20,000.00	$ -	0%	1.00	$ 20,000.00		$ -	1.00	$ 20,000.00	100%	$ 20,000.00	100%
D18	Pressure Testing and Drainage Pipeline	1.00	LS	$ 10,000.00	$ 10,000.00		$ 10,000.00	$ -	0%	1.00	$ 10,000.00		$ -	1.00	$ 10,000.00	100%	$ 10,000.00	100%
D19	Chlorinating, Bac T Testing, and Drainage Pipeline	1.00	LS	$ 32,500.00	$ 32,500.00		$ 32,500.00	$ -	0%		$ -	1.00	$ 32,500.00	1.00	$ 32,500.00	100%	$ 32,500.00	100%
D20	Re-fill Chlorinate, and Bac T Test the Pipeline up to 120 Days after Pipeline Completion	1.00	LS	$ 38,000.00	$ 38,000.00		$ 38,000.00	$ -	0%		$ -	1.00	$ 38,000.00	1.00	$ 38,000.00	100%	$ 38,000.00	100%
D21	MOBFV Electrical Panel and Communications (Lump Sum $375,000)		LS		$ -		$ -	$ -	0%		$ -		$ -	-	$ -	0%	$ -	0%
D21 a	MOBFV Electrical Panel and Communications - Mobilization to Site	1.00	LS	$ 75,000.00	$ 75,000.00		$ 75,000.00	$ -	0%	1.00	$ 75,000.00		$ -	1.00	$ 75,000.00	100%	$ 75,000.00	100%
D21 b	MOBFV Electrical Panel and Communications 25% Complete	1.00	LS	$ 75,000.00	$ 75,000.00		$ 75,000.00	$ -	0%	1.00	$ 75,000.00		$ -	1.00	$ 75,000.00	100%	$ 75,000.00	100%
D21 c	MOBFV Electrical Panel and Communications 50% Complete	1.00	LS	$ 75,000.00	$ 75,000.00		$ 75,000.00	$ -	0%	1.00	$ 75,000.00		$ -	1.00	$ 75,000.00	100%	$ 75,000.00	100%
D21 d	MOBFV Electrical Panel and Communications 75% Complete	1.00	LS	$ 75,000.00	$ 75,000.00		$ 75,000.00	$ -	0%		$ -	1.00	$ 75,000.00	1.00	$ 75,000.00	100%	$ 75,000.00	100%
D21 e	MOBFV Electrical Panel and Communications 100% Complete	1.00	LS	$ 75,000.00	$ 75,000.00		$ 75,000.00	$ -	0%		$ -	1.00	$ 75,000.00	1.00	$ 75,000.00	100%	$ 75,000.00	100%
D22	16" Motor Operated Butterfly Valve	1.00	EA	$ 66,000.00	$ 66,000.00		$ 66,000.00	$ -	0%	1.00	$ 66,000.00		$ -	1.00	$ 66,000.00	100%	$ 66,000.00	100%
D23	Motor Operated Actuator and Manhole for Existing	2.00	EA	$ 20,000.00	$ 20,000.00		$ 40,000.00	$ -	0%	1.00	$ 20,000.00	1.00	$ 20,000.00	2.00	$ 40,000.00	100%	$ 40,000.00	100%
D24	Fiber Optic Conduit	21,400.00	LF	$ 8.00	$ 8.00		$ 171,200.00	$ -	0%	21400.00	$ 171,200.00		$ -	21,400.00	$ 171,200.00	100%	$ 171,200.00	100%
D25	Fiber Optic Ground Box	37.00	EA	$ 2,500.00	$ 2,500.00		$ 92,500.00	$ -	0%	37.00	$ 92,500.00		$ -	37.00	$ 92,500.00	100%	$ 92,500.00	100%
D26	Seeding	5.00	AC	$ 1,400.00	$ 1,400.00		$ 7,000.00	$ -	0%	5.00	$ 7,000.00		$ -	5.00	$ 7,000.00	100%	$ 7,000.00	100%
D27	Mobilization (Lump Sum $430,000)		LS		$ -		$ -	$ -	0%		$ -		$ -	-	$ -	0%	$ -	0%
D27 a	Contracts, Insurance, Bonds, NTP	1.00	LS	$ 200,000.00	$ 200,000.00		$ 200,000.00	$ -	0%	1.00	$ 200,000.00		$ -	1.00	$ 200,000.00	100%	$ 200,000.00	100%
D27 b	Pipeline Mobilization	1.00	LS	$ 180,000.00	$ 180,000.00		$ 180,000.00	$ -	0%	1.00	$ 180,000.00		$ -	1.00	$ 180,000.00	100%	$ 180,000.00	100%
D27 c	Complete Demobilization	1.00	LS	$ 50,000.00	$ 50,000.00		$ 50,000.00	$ -	0%		$ -	1.00	$ 50,000.00	1.00	$ 50,000.00	100%	$ 50,000.00	100%
D28	12" Culvert Replacement	90.00	LF	$ 17.00	$ 17.00		$ 1,530.00	$ -	0%		$ -	90.00	$ 1,530.00	90.00	$ 1,530.00	100%	$ 1,530.00	100%
D29	18" Culvert Replacement	136.00	LF	$ 25.00	$ 25.00		$ 3,400.00	$ -	0%	240.00	$ 6,000.00	-104.00	$ (2,600.00)	136.00	$ 3,400.00	100%	$ 3,400.00	100%
D30	24" Culvert Replacement	48.00	LF	$ 30.00	$ 30.00		$ 1,440.00	$ -	0%	20.00	$ 600.00	28.00	$ 840.00	48.00	$ 1,440.00	100%	$ 1,440.00	100%
D31	Demolition of Existing Wooden Light Pole	1.00	LS	$ 5,000.00	$ 5,000.00		$ 5,000.00	$ -	0%		$ -	1.00	$ 5,000.00	1.00	$ 5,000.00	100%	$ 5,000.00	100%
Allowance Items																		
1	Electric Utility Service Allowance	1	LS	$ 20,000.00	$ 20,000.00		$ 20,000.00	$ -	0%		$ -	100%	$ 20,000.00	1.00	$ 20,000.00	100%	$ 20,000.00	100%
Extra Work Items																		
EW-01					$ -		$ -	$ -	0%		$ -		$ -	-	$ -	0%	$ -	0%
Alternate Items																		
ALT-01					$ -		$ -	$ -	0%		$ -		$ -	-	$ -	0%	$ -	0%
Totals for Original Contract Price						$ 2,610,800.00	$ 8,915,899.95	$ 2,610,800.00	100%		$ 5,063,889.20		$ 1,241,010.75		$ 6,304,899.95	0%	$ 8,915,899.95	100%
Change Order Items																		
CO-01	CP-001 1 Pipeline Realignment	1.00	LS	$ (72,907.11)	$ (72,907.11)		$ (72,907.11)	$ -	0%	1.00	$ (72,907.11)		$ -	1.00	$ (72,907.11)	100%	$ (72,907.11)	100%
CO-01	CP-002 PS 7 24" Waterline Replacement	1.00	LS	$ 500,625.54	$ 500,625.54		$ 500,625.54	$ -	0%	0.95	$ 475,625.54	0.05	$ 25,000.00	1.00	$ 500,625.54	100%	$ 500,625.54	100%
CO-01	CP-003 Traffic Rated Valve Vaults on 26th St. and Antenna Relocate	1.00	LS	$ 1,439.20	$ 1,439.20		$ 1,439.20	$ -	0%	1.00	$ 1,439.20		$ -	1.00	$ 1,439.20	100%	$ 1,439.20	100%
CO-01	WCD-001 Exploratory Work for PS 7 24" Waterline Replacement	1.00	LS	$ 20,944.49	$ 20,944.49		$ 20,944.49	$ -	0%	1.00	$ 20,944.49		$ -	1.00	$ 20,944.49	100%	$ 20,944.49	100%
CO-03	Change Order 03 Reconciliation Change Order	1.00	LS	$ (195,918.54)	$ (195,918.54)		$ (195,918.54)	$ -	0%		$ -	1.00	$ (195,918.54)	1.00	$ (195,918.54)	100%	$ (195,918.54)	100%
Totals for Change Orders						$ -	$ 254,183.58	$ -	0%		$ 425,102.12		$ (170,918.54)		$ 254,183.58	0%	$ 254,183.58	100%
Total Contract																		
Totals for Original Contract Price and Change Orders						$ 2,610,800.00	$ 9,169,883.53	$ 2,610,800.00	100%		$ 5,488,991.32		$ 1,070,092.23		$ 6,559,083.53	0%	$ 9,169,883.53	100.00%

Attachment B - Tabulation of Values for Materials and Equipment

Project	Low Head C Pipeline	**Project No.:**	
Owner	City of Lubbock	Contract # 15477	
Contractor	Garney Construction		7339
Construction Manager	Freese and Nichols (Bret Calvert)	LUB19278	
Design Professional	Freese and Nichols (Michael McBee)	LUB19278	

Application No.: 11 **Application Period:** 4/26/2022 **to** 7/25/2022

(a) Item No.	(b) Description of Item	(c) Supplier	(d) Application No.	(e) Attachment "A" Item No. Reference	(f) Invoice No.	(g) Invoice Value
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	3	A	CD99006487	$ 137,291.27
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	3	A	CD99006488	$ 28,294.79
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	3	A	CD99006489	$ 86,217.60
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	3	A	CD99006490	$ 172,229.20
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	3	A	CD99006499	$ 217,113.35
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	3	A	CD99006619	$ 172,229.20
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	3	A	CD99006643	$ 34,445.84
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	3	A	CD99006689	$ 172,229.20
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	3	A	CD99006722	$ 17,222.92
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	3	A	CD99006726	$ 11,686.98
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	4	A	CD99006772	$ 17,171.24
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	4	A	CD99006773	$ 3,075.52
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	4	A	CD99006776	$ 10,825.83
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	4	A	CD99006812	$ 185,823.01
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	4	A	CD99006814	$ 15,293.94
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	4	A	CD99006880	$ 17,222.92
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	5	A	CD99006952	$ 15,291.49
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	5	A	CD99006961	$ 13,651.62
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	5	A	CD99006970	$ 9,748.16
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	5	A	CD99007050	$ 46,132.80
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	5	A	CD99007079	$ 13,532.29
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	5	A	CD99007100	$ 61,510.40
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	6	A	CD99007166	$ 13,139.17
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	6	A	CD99007171	$ 6,151.04
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	6	A	CD99007198	$ 128,290.93
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	6	A	CD99007338	$ 180,840.66
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	7	A	CD99007475	$ 68,891.68
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	7	A	CD99007496	$ 91,327.65
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	7	A	CD99007529	$ 4,326.55
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	7	A	CD99007563	$ 172,229.20
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	7	A	CD99007558	$ 6,652.00
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	7	A	CD99007620	$ 168,940.84
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	8	A	CD99007706	$ 74,874.18
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	8	A	CD99007797	$ 214,008.31
A	36" AWWA C303 BWCCP and Fittings Class 150	Thompson Pipe Group	8	A	CD99006901	$ 22,888.22
			Total Invoice Amount of Purchased Materials			$ 2,610,800.00

Attachment C - Summary of Set-offs

Project	Low Head C Pipeline		**Project No.:**
Owner	City of Lubbock		Contract # 15477
Contractor	Garney Construction		7339
Construction Manager	Freese and Nichols (Bret Calvert)		LUB19278
Design Professional	Freese and Nichols (Michael McBee)		LUB19278

Application No.: 11 **Application Period:** 4/26/2022 **to** 7/25/2022

(a) Item No.	(b) Description and Purpose of Set-off	(c) Application No.	(d) Set-off Amount
		Total Net Set-offs	$ -

Attachment D - Retainage Calculation

Project	Low Head C Pipeline		**Project No.:**
Owner	City of Lubbock		Contract # 15477
Contractor	Garney Construction		7339
Construction Manager	Freese and Nichols (Bret Calvert)		LUB19278
Design Professional	Freese and Nichols (Michael McBee)		LUB19278

Application No.: 11 **Application Period:** 4/26/2022 **to** 7/25/2022

Summary of Amounts Subject to Retainage						
a	Current Contract Price (Line "t" from Application Worksheet)				$	9,169,883.53
b	Total Earned Value (Line "x" from Application Worksheet)				$	9,169,883.53
c	Amount Retained per Calculation Type			D	$	100,000.00
Retainage Calculations Based on Type (See Agreement for basis of Retainage Calculations)						
Type A - Based on 10% Retainage until project is 50% Complete						
d	Cap on Retainage (a x .50 x .1)				$	458,494.18
e	Retainage which is		of Total Earned Value (b x retainage)		$	-
f	Retainage (subject to cap on retainage)				$	-
Type B - Based on a fixed Retainage amount for project until Substantial Completion						
g	Retainage which is	5%	of Total Earned Value (b x retainage)		$	458,494.18
Type C - Retainage based on 200% of the value of work remaining after Substantial Completion						
h	Retainage which is	200%	of work remaining (a - b)	$ -	$	-
Type D - Owner stipulated retainage after Substantial Completion						
i	Retainage which is in the stipulated amount of				$	100,000.00

Project	Low Head C Pipeline		**Project No.:**
Owner	City of Lubbock		Contract # 15477
Contractor	Garney Construction		7339
Construction Manager	Freese and Nichols (Bret Calvert)		LUB19278
Design Professional	Freese and Nichols (Michael McBee)		LUB19278

Application No.: 11 **Application Period:** 4/26/2022 to 7/25/2022

	Baseline				Adjustment 1			
Month, Year	**Estimated Monthly Earned Value**	**Estimated Cumulative Earned Value**	**Actual Cumulative Earned Value**	**Actual Monthly Earned Value**	**Estimated Monthly Earned Value**	**Estimated Cumulative Earned Value**	**Actual Cumulative Earned Value**	**Actual Monthly Earned Value**
Jan-21		$ -				$ -		
Feb-21		$ -				$ -		
Mar-21		$ -				$ -		
Apr-21		$ -				$ -		
May-21		$ -	$ 537,158.50	$ 537,158.50		$ -		
Jun-21	$ 550,000.00	$ 550,000.00	$ 1,186,931.90	$ 649,773.40		$ -		
Jul-21	$ 1,500,000.00	$ 2,050,000.00	$ 3,572,355.63	$ 2,385,423.73		$ -		
Aug-21	$ 2,150,000.00	$ 4,200,000.00	$ 3,809,297.47	$ 236,941.84		$ -		
Sep-21	$ 1,500,000.00	$ 5,700,000.00	$ 4,171,751.69	$ 362,454.22		$ -		
Oct-21	$ 1,500,000.00	$ 7,200,000.00	$ 4,815,861.90	$ 644,110.21		$ -		
Nov-21	$ 1,250,000.00	$ 8,450,000.00	$ 5,778,352.19	$ 962,490.29		$ -		
Dec-21	$ 250,000.00	$ 8,700,000.00	$ 6,448,466.72	$ 670,114.52		$ -		
Jan-22	$ 200,000.00	$ 8,900,000.00	$ 7,238,689.00	$ 790,222.29		$ -		
Feb-22	$ 450,000.00	$ 9,350,000.00				$ -		
Mar-22	$ 5,000.00	$ 9,355,000.00				$ -		
Apr-22	$ 10,000.00	$ 9,365,000.00	$ 8,135,783.00	$ 897,094.00		$ -		
May-22		$ 9,365,000.00	$ 7,711,897.02	$ (423,885.98)		$ -		
Jun-22		$ 9,365,000.00	$ 8,539,746.30	$ 827,849.28		$ -		
Jul-22		$ 9,365,000.00				$ -		
Aug-22		$ 9,365,000.00				$ -		
Totals	$ 9,365,000.00			$ 8,539,746.30	$ -			$ -

Resolution No. 2021-R0004
Item No. 7.8
January 12, 2021

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, Public Works Contract No. 15477 for Low Head C Supply Pipeline as per RFP 21-15477-JM, by and between the City of Lubbock and Garney Companies, Inc., of Kansas City, Missouri, 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 January 12, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES.Contract 15477 – Low Head C Supply Pipeline
December 8, 2020

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: November 19, 2020

PROJECT NUMBER: **RFP 20-15477-JM LOW HEAD C PIPELINE**

Proposal of Garney Companies, Inc. (hereinafter called Offeror)

To the Honorable Mayor and City Council City of Lubbock, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the **LOW HEAD C PIPELINE** having carefully examined the plans, specifications, instructions to offerors, notice to offerors 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 price to cover all expenses incurred in performing the work required under the contract documents.

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
A	**AWWA C303 CONCRETE PRESSURE PIPE**				
	1. 36" AWWA C303 BWCCP Class 150	21,400	LF	$201.00	$4,301,400.00
	2. Corrosion Monitoring Test Stations	27	EA	$1,851.85	$49,999.95
				SUBTOTAL A	$4,351,399.95
B	**AWWA C200 STEEL PIPE**				
	1. 36" AWWA C200 Steel Pipe & Fittings Class 150	21,400	LF	$215.66	$4,615,128.70
	2. Corrosion Monitoring Test Stations	27	EA	$1,951.85	$49,999.95
				SUBTOTAL B	$4,665,128.65
C	**AWWA ~~C905~~ C900 DR-18 PVC Pipe**				
	1. 36" AWWA ~~C905~~ **C900** DR-18 PVC Pipe & Fittings	21,400	LF	$258.39	$5,529,632.45
				SUBTOTAL C	$5,529,632.45
D	**ITEMS COMMON TO A, B, & C**				
	1. Trench Safety System	19,885	LF	$4.00	$79,540.00
	2. Crossings				
	a. 60" I.D. 26th and Upland Avenue	105	LF	$1,200.00	$126,000.00
	b. 60" I.D. 34th and Upland Avenue	110	LF	$1,200.00	$132,000.00
	c. 60" I.D. Lubbock & Western Railway and Upland Avenue	140	LF	$1,200.00	$168,000.00
	d. 60" I.D. 50th and Upland Avenue	130	LF	$1,200.00	$156,000.00
	e. 60" I.D. 66th and US HWY 82	1,030	LF	$850.00	$875,500.00
	3. 8" Blow Off Valve Assembly	9	EA	$18,000.00	$162,000.00
	4. 4" Combination Air Valve Assembly	19	EA	$19,500.00	$370,500.00
	5. 8" Combination Air Valve Assembly	1	EA	$17,000.00	$17,000.00
	6. Flexible Base Driveway Repair	350	SY	$52.00	$18,200.00
	7. Concrete Driveway Repair	300	SY	$110.00	$33,000.00
	8. Asphalt Pavement Repair	~~11,200~~ **10,340**	SY	$65.00	$672,100.00
	8.1 Caliche Pavement Repair	~~1,023~~ **1,428**	SY	$30.00	~~$1,440.00~~ $42,840.00

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
	9. Concrete Pavement Repair	2,300	SY	$ 116.00	$ 266,800.00
	10. Additional CLSM for Utility Protection	250	CY	$90.00	$ 22,500.00
	11. Additional Coarse Gravel for Trench Foundation	250	CY	$35.00	$ 8,750.00
	12. Additional Pipe Zone Embedment Material for Unstable Soils	250	CY	$25.00	$ 6,250.00
	13. Additional Concrete Encasement	250	LF	$105.00	$ 26,250.00
	14. Additional Flowable Fill Encasement	250	LF	$90.00	$ 22,500.00
	15. Additional Curb and Gutter	250	LF	$75.00	$ 18,750.00
	16. Additional 2,000 PSI Concrete	250	CY	$105.00	$ 26,250.00
	17. Existing 36-inch Bailey County Pipeline Connection	1	LS	$20,000.00	$20,000.00
	18. Pressure Testing and Draining Pipeline	1	LS	$10,000.00	$10,000.00
	19. Chlorinating, Bac T Testing, and Draining Pipeline	1	LS	$32,500.00	$32,500.00
	20. Re-Fill, Chlorinate, and Bac T Test the Pipeline up to 120 Days After Pipeline Completion	1	LS	$38,000.00	$38,000.00
	21. MOBFV Electrical Panel and Communications	1	LS	$375,000.00	$375,000.00
	22. 36" Motor Operated Butterfly Valve	1	EA	$66,000.00	$66,000.00
	23. Motor Operated Actuator and Manhole for Existing Manual BFV	2	EA	$20,000.00	$ 40,000.00
	24. Fiber Optic Conduit	21,400	LF	$8.00	$ 171,200.00
	25. Fiber Optic Ground Box	37	EA	$2,500.00	$ 92,500.00
	26. Seeding	5	AC	$1,400.00	$ 7,000.00
	27. Mobilization	1	LS	$430,000.00	$430,000.00
	28. 12" CMP Culvert Replacement	**90**	**LF**	$17.00	$ 1,530.00
	29. 19" CMP Culvert Replacement	**136**	**LF**	$25.00	$ 3,400.00
	30. 24" CMP Culvert Replacement	**48**	**LF**	$30.00	$ 1,440.00
	31. Demolition of Existing Wooden Light Pole	**1**	**LS**	$ 5,000.00	$ 5,000.00
				SUBTOTAL D	$4,544,300.00
E	**ALLOWANCES**				
	1. Electric Utility Service Allowance	1	LS	$20,000.00	$20,000.00
				SUBTOTAL E	$20,000.00
	AMOUNT BID (ITEM A + D + E)				$8,915,699.95
**	Add (+) or Deduct (-)				—
	TOTAL AMOUNT BID (ITEM A + D+ E)				$ 8,915,699.95
	AMOUNT BID (ITEM B + D +E)				~~$9,225,435.65~~
**	Add (+) or Deduct (-)				—
	TOTAL AMOUNT BID (ITEM B + D + E)				~~$9,225,435.65~~
	AMOUNT BID (ITEM C + D + E)				~~$9,[illegible]~~
**	Add (+) or Deduct (-)				~~$[illegible]~~
	TOTAL AMOUNT BID (ITEM C + D + E)				~~$9,[illegible]~~

Total: $8,915,699.95

** Provision is made for Bidder to include an addition or deduction in his bid, if he wishes, to reflect any last minute adjustments in price. The addition or deduction, if made, will be applied proportionately to the bid for items for pipe installation in A, B, or C as applicable.

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 300 **(to Substantial Completion)**

TOTAL CONSECUTIVE CALENDAR DAYS: 390 **(to Final Completion)**

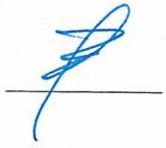
(not to exceed 365 consecutive calendar days to Substantial Completion / 425 consecutive calendar days to Final Completion).

Offeror 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 **substantially complete** the project within **365 Consecutive Calendar Days** with **final completion** within **425 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **$2,000.00** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$500.00** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors. Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing. The Offeror agrees that this proposal shall be good for a period of **sixty (60)** calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror 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 proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

Offerors 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 proposal 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 proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.



_____ Offeror's Initials

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Proposal Bond in the sum of 5% of Total Bid Dollars ($5% of Bid), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal 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 proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

Offeror understands and agrees that the contract to be executed by Offeror shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Offerors.

Pursuant to Texas Local Government Code 252.043(g), a competitive sealed proposal that has been opened may not be changed for the purpose of correcting an error in the proposal price. THEREFORE, ANY CORRECTIONS TO THE PROPOSAL PRICE MUST BE MADE ON THE PROPOSAL SUBMITTAL FORM PRIOR TO PROPOSAL OPENING.

Date: November 19, 2020

Authorized Signature

David R. Burkhart
(Printed or Typed Name)

(Seal if Offeror is a Corporation)

GARNEY COMPANIES INC. CORPORATE SEAL STATE OF MISSOURI

ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 11/6/2020
Addenda No. 2 Date 11/12/2020
Addenda No. 3 Date 11/13/2020
Addenda No. _____ Date _____

Garney Companies, Inc.
Company
1700 Swift Street
Address
Kansas City, Clay
City, County
Missouri, 64116
State Zip Code
Telephone: 816 - 741-4600
Fax: 816 - 741-4488
Email: dburkhart@garney.com
FEDERAL TAX ID or SOCIAL SECURITY No.

44-0658613

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-698499

Date Filed:
12/14/2020

Date Acknowledged:
12/21/2020

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Garney Companies, Inc.
Kansas City, MO United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Lubbock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

15477
Construction services for RFP_21_15477-JM, Low Head C Pipeline.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

BOND CHECK
BEST RATING _____
LICENSED IN TEXAS
DATE_____ BY: _____

CONTRACT AWARD DATE: January 12, 2021

CITY OF LUBBOCK
SPECIFICATIONS FOR

Low Head C Supply Pipeline

RFP 21-15477-JM
CONTRACT: 15477
PROJECT NUMBER: 92450.9241.30000

Plans & Specifications may be obtained from
Bidsync.com

City of Lubbock TEXAS

CITY OF LUBBOCK

Lubbock, Texas

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SEAL SHEET

Division: 00, 01, 02, 03, 07, 09, 26 42 00.01, 31, 32, 33



FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

Division: 00, 01, 02, 03, 07, 09, 31, 32, 33



FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

Division: 26, 27, 40



FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

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ADDENDUM

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City of Lubbock TEXAS

ADDENDUM 1

Evaluation Criteria Clarification & Engineer's Addendum 1

RFP 21-15477-JM

Low Head C Supply Pipeline

DATE ISSUED: November 6, 2020

CLOSE DATE: November 19, 2020 at 3:00 p.m.

The following items take precedence over specifications for the above named Request for Proposals (RFP). Where any item called for in the RFP documents is supplemented here, the original requirements, not affected by this addendum, shall remain in effect.

Please review, incorporate, and acknowledge the information in this addendum on the signature page of the Proposal Submittal Form.

Evaluation Criteria Clarification

1. Please incorporate the revised paragraph for Item 32 of the General Instructions to Offerors.

> **DELETE:** "The Maximum Point value is equal to 100 points. The weight factor is 60 points for Price, 25 points for Contractor Qualifications, 10 points for Safety Record Questionnaire, and 5 points for Construction Time. The selection criteria used to evaluate each proposal includes the following:"
>
> **REPLACE WITH:** "The Maximum Point value is equal to 100 points. The weight factor is 60 points for Price, 25 points for Contractor Qualifications, 5 points for Safety Record Questionnaire, and 10 points for Construction Time. The selection criteria used to evaluate each proposal includes the following:"

Engineer's Addendum 1

1. Please see Engineer's Addendum No. 1, attached.

All requests for additional information or clarification must be submitted in writing and directed to:

Jessie Montes, Buyer III
City of Lubbock
Purchasing and Contracts Management Office
1314 Ave. K, Floor 9
Lubbock, TX 79401

Questions may be faxed to (806)775-2164 or Emailed to JMontes@mylubbock.us
Questions are preferred to be posted on BidSync: www.bidsync.com

THANK YOU,

Jessie Montes

CITY OF LUBBOCK
Jessie Montes
Buyer III
City of Lubbock
Purchasing and Contracts Management Office

It is the intent and purpose of the City of Lubbock that this request permits competitive proposals. It shall be the offeror's responsibility to advise the Director of Purchasing and Contract Management if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Director of Purchasing and Contract Management no later than five (5) business days prior to the close date. A review of such notifications will be made.

00 91 01 ADDENDUM NUMBER 01

Owner:	City of Lubbock
Project:	Low Head C Pipeline
Project No.:	92450.9241.30000 (LUB19278)
Addendum No.	01
Addendum Date:	11/6/2020

The following additions, deletions, modifications, or clarifications shall be made to the appropriate portions of the Contract Documents. Offerors must acknowledge receipt of this Addendum in the space provided on the Bid Form.

Approved by:	Freese and Nichols, Inc.
Name:	Charles H. Erwin, P.E.
Date:	11/6/2020

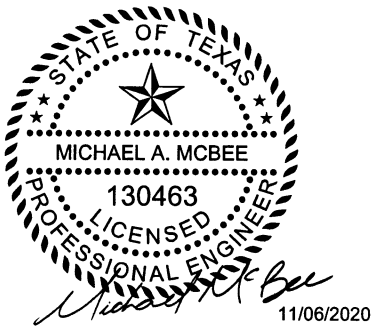


Freese and Nichols, Inc.
Texas Registered Engineering Firm,
F-21444

Addendum Items:

Article 2 – Specifications
Article 3 – Drawings

Approved by:	Freese and Nichols, Inc.
Name:	Michael A. McBee, P.E.
Date:	11/6/2020



Freese and Nichols, Inc.
Texas Registered Engineering Firm,
F-21444

Addendum Items:

Article 2 – Specifications
Article 3 – Drawings

ARTICLE 1 – ADDENDUM

1.01 Amend the Contract Documents

A. Make the additions, modifications, or deletions to the Contract Documents described in this Addendum.

1.02 Acknowledge Addenda

A. Acknowledge receipt of this Addendum in the Bid Form submitted for this Project. Failure to acknowledge receipt of this addendum in the Bid Form may render the Bid as non-responsive and serve as the basis for rejecting the Bid.

ARTICLE 2 – SPECIFICATIONS

2.01 General Conditions of the Agreement, Page 17

A. Paragraph 45 Correction of Work

1. Amend Paragraph 45 by deleting: "...within a period of one (1) year ..." and replace with the following: "...within a period of two (2) years ...".

2.02 01 11 00 Summary of Work

A. Paragraph 1.07, Page 3

1. Add Paragraph 1.07:

"1.07 JOB CONDITIONS AND NORMAL WORKING HOURS"

"A. The General Conditions, the Supplementary Conditions, and General Requirements apply to each Section of the Specifications.

B. Comply with all applicable state and local codes and regulations pertaining to the nature and character of the Work being performed.

C. Normal project working hours for this project are Monday through Saturday between 8:30 a.m. and 5:30 p.m. Work shall not be permitted on Sundays or any of the following holidays: New Year, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, unless written permission is requested by the Contractor and approved by the Engineer at least 72 hours prior to the work taking place. The Owner will require that a representative of the Owner be present or available for work which occurs outside of the normal project working hours."

2.03 01 50 00 Temporary Facilities and Controls."

A. Paragraph 2.02, Page 2-5.

1. Delete Paragraph 2.02 entirely and insert the following in its place:

"2.02 OPT FIELD OFFICES"

"A. A field office for the OPT is not required on this project."

B. Paragraph 2.03, Page 5.

1. Add new paragraph(s) C and D immediately following Paragraph B:

"C. The temporary construction easements shown in the plans are not for the Contractor's Field Office. The work limits depicted on the plans are not for the Contractor's Field Office."

"D. Notify the Owner's Project Team of the Contractor's Field Office location."

2.04 31 23 33.16 Trenching and Backfill

A. Paragraph 3.02 G, Page 8-9.

1. Amend Paragraph G.2 by deleting: "For semi-rigid pipe construction, extend the embedment material from the bottom of the trench to 6 inches over the top of pipe" and add the following: "For semi-rigid pipe construction, extend the embedment material from the bottom of the trench as shown in the plans".

2. Amend Paragraph G.4 by deleting: "Compaction of granular embedment in this zone shall be at a minimum of 95 percent Maximum Density in accordance with ASTM D4253" and add the following: "Compaction of granular embedment in the pipe zone shall be as required in the plans".

3. Delete Paragraph G.5 entirely.

B. Paragraph 3.02 H, 9.

1. Amend Paragraph H by deleting: "Place the ordinary backfill material above the pipe zone in lifts not exceeding 18 inches loose depth and compacted to 90 percent Standard Proctor density in areas outside of existing or proposed roadways." and add the following: "Place the backfill material above the pipe zone in lifts not exceeding 18 inches loose depth and compact as required by the plans."

2.05 32 31 13.53 High-Security Chain Link Fence and Gates

A. Remove Specification 32 31 13.53 in its entirety.

2.06 33 11 13.13 Steel Pipe and Fittings

A. Paragraph 1.01 B, Page 1.

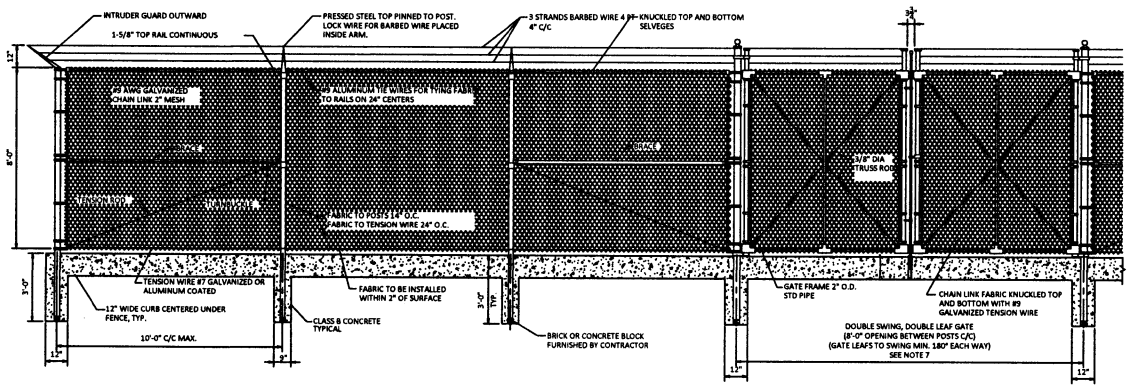
1. Amend Paragraph B by deleting: "The coating shall be polyurethane unless the use of mortar-coated or epoxy-coated steel pipe is indicated on the Drawings." and add the following: "The pipeline coating shall be in accordance with Section 09 97 16 "Pipeline Coatings and Linings." Buried pipe shall be mortar-coated (Section 09 97 16) and above-grade interior/exterior pipe shall be epoxy-coated (Section 09 96 00.01).".

ARTICLE 3 – DRAWINGS

3.01 Replace the following Drawings:

Replace Drawing		With Drawing	
Drawing No.	**Drawing Title**	**Drawing No.**	**Drawing Title**
DT-7	Fence and Gate Details	DT-7	Fence and Gate Details

END OF ADDENDUM NO. 01



END POST
(OR CORNER)
2-7/8" O.D. STD PIPE

LINE POST
2-3/8" O.D. STD PIPE

TYPICAL POST EMBEDMENT
NOTE: FENCE SHOWN STRAIGHT FOR CLARITY.

GATE POST
3-1/2" O.D. STD PIPE

1/2 ELEVATION OF CHAIN LINK FENCE AND GATES
1/2" = 1'-0"

NOTES:

1. ALL METAL PARTS SHALL BE HOT DIP GALVANIZED.
2. FENCES AND GATES SHALL BE FURNISHED COMPLETE WITH ALL NECESSARY FITTINGS AND HARDWARE.
3. FOR GATES, SIZES OF PIPES, SAG RODS AND TURNBUCKLES SHALL BE MANUFACTURER'S STANDARD WHICH ALSO MEET THE REQUIREMENTS OF THIS DRAWING.
4. POSTS SHALL BE ROLLED OR EXTRUDED SECTIONS OR TUBING OF STEEL OR ALUMINUM CAPABLE OF WITHSTANDING A LATERAL FORCE OF 100 POUNDS APPLIED AT THE TOP. ALL HOLLOW POSTS SHALL BE CAPPED.
5. STANDARD PIPE SIZES INDICATED ARE NOMINAL DIAMETER, SCHEDULE 40, PER AMERICAN STANDARDS ASSOCIATION (ASA) B 36.10.
6. PROVIDE PLUNGE ROD AND CATCHES FOR ALL GATES IN OPEN AND CLOSED POSITION.
7. SWING GATE MAY BE SINGLE LEAF GATE WITH 8'-0" OPENING BETWEEN POSTS IF GATE LOCATION DOES NOT PHYSICALLY ALLOW ENOUGH WIDTH FOR A DOUBLE SWING, DOUBLE LEAF GATE.

BID SET

Prepared by and under the supervision of: Tyler Michael Engineering, Inc. TBPE Firm Registration # F-11144
MICHAEL A. MOBBS 130463 LICENSED PROFESSIONAL ENGINEER 11/4/2020

4205 International Plaza, Suite 200 Phone: (817) 731-7300 Web - www.Freese.com

CITY OF LUBBOCK, TEXAS
LOW HEAD C PIPELINE
PLAN AND PROFILE
FENCE AND GATE DETAILS

NO.	DATE	BY	DESCRIPTION
1			ADDENDUM NO. 1

DESIGNED MAM
DRAWN MAM
CHECKED MEL
QA/QC MEL
DATE SEPT. 2020
SCALE AS NOTED
JOB NO. LUB18673
FILE NAME CV-PLC-DT-FENCE1.dwg

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET DT-7
SEQ. 39

ACAD Rel 23.0 (LMS Tech)
Filename: R:\WTU\Drawings\Waterline\CV-PLC-DT-FENCE1.dwg
Last Saved: 11/4/2020 3:38 PM Saved By: 82287

Plot Date: 11/4/2020 3:40 PM Plot By: 82287 Filename: R:\WTU\Drawings\Waterline\CV-PLC-DT-FENCE1.dwg

City of Lubbock TEXAS

ADDENDUM 2
Engineer's Addendum 2
RFP 21-15477-JM
Low Head C Supply Pipeline

DATE ISSUED: November 12, 2020

CLOSE DATE: November 19, 2020 at 3:00 p.m.

The following items take precedence over specifications for the above named Request for Proposals (RFP). Where any item called for in the RFP documents is supplemented here, the original requirements, not affected by this addendum, shall remain in effect.

Please review, incorporate, and acknowledge the information in this addendum on the signature page of the Proposal Submittal Form.

Engineer's Addendum 2

1. Please see Engineer's Addendum No. 2, attached.

All requests for additional information or clarification must be submitted in writing and directed to:

Jessie Montes, Buyer III
City of Lubbock
Purchasing and Contracts Management Office
1314 Ave. K, Floor 9
Lubbock, TX 79401

Questions may be faxed to (806)775-2164 or Emailed to JMontes@mylubbock.us
Questions are preferred to be posted on BidSync: www.bidsync.com

THANK YOU,

Jessie Montes
CITY OF LUBBOCK
Jessie Montes
Buyer III
City of Lubbock
Purchasing and Contracts Management Office

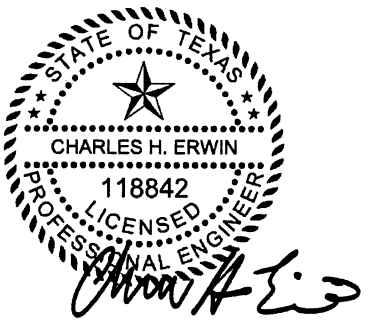
It is the intent and purpose of the City of Lubbock that this request permits competitive proposals. It shall be the offeror's responsibility to advise the Director of Purchasing and Contract Management if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Director of Purchasing and Contract Management no later than five (5) business days prior to the close date. A review of such notifications will be made.

00 91 02 ADDENDUM NUMBER 02

Owner:	City of Lubbock
Project:	Low Head C Pipeline
Project No.:	92450.9241.30000 (LUB19278)
Addendum No.	02
Addendum Date:	11/12/2020

The following additions, deletions, modifications, or clarifications shall be made to the appropriate portions of the Contract Documents. Offerors must acknowledge receipt of this Addendum in the space provided on the Bid Form.

Approved by:	Freese and Nichols, Inc.
Name:	Charles H. Erwin, P.E.
Date:	11/12/2020



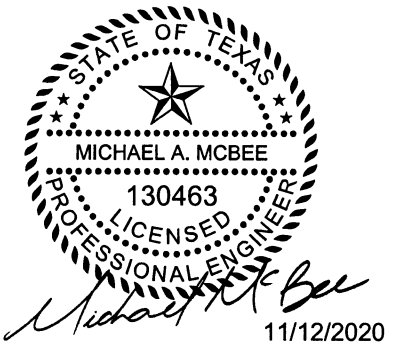
11/12/20

Freese and Nichols, Inc.
Texas Registered Engineering Firm,
F-21444

Addendum Items:

Article 2 – Specifications
Article 3 – Drawings

Approved by:	Freese and Nichols, Inc.
Name:	Michael A. McBee, P.E.
Date:	11/12/2020



11/12/2020

Freese and Nichols, Inc.
Texas Registered Engineering Firm,
F-21444

Addendum Items:

Article 2 – Specifications
Article 3 – Drawings

ARTICLE 1 – ADDENDUM

1.01 Amend the Contract Documents

A. Make the additions, modifications, or deletions to the Contract Documents described in this Addendum.

1.02 Acknowledge Addenda

A. Acknowledge receipt of this Addendum in the Bid Form submitted for this Project. Failure to acknowledge receipt of this addendum in the Bid Form may render the Bid as non-responsive and serve as the basis for rejecting the Bid.

ARTICLE 2 – SPECIFICATIONS

2.01 Proposal Submittal Form

1. Replace the Proposal Submittal Form in its entirety with the attached Proposal Submittal Form.

2.02 01 29 01 Measurement and Basis for Payment

A. Paragraph 1.04.F, Pages 2

1. Amend Paragraph 1.04.F by adding the following sentence to the end of the paragraph:

"Payment shall include all costs for subgrade compaction, flexbase, HMAC surface, and striping to match existing striping and all other work necessary to meet the plan and specification requirements for Asphalt Pavement Repair."

B. Paragraph 1.04, Page 4

1. Amend Paragraph 1.04 by adding paragraphs S, T, U, and V to the end of the paragraph:

"S. Item D-28 - 12" CMP Culvert Replacement

1. Includes the complete installation of the 12" CMP Culvert. Payment made at unit price bid and shall be measured in linear feet by station. Item includes materials, labor, equipment, and incidentals for complete installation of the CMP Culvert as indicated in the Contract.

T. Item D-29 - 19" CMP Culvert Replacement

1. Includes the complete installation of the 19" CMP Culvert. Payment made at unit price bid and shall be measured in linear feet by station. Item includes materials, labor, equipment, and incidentals for complete installation of the CMP Culvert as indicated in the Contract.

U. Item D-30 - 24" CMP Culvert Replacement

1. Includes the complete installation of the 24" CMP Culvert. Payment made at unit price bid and shall be measured in linear feet by station. Item includes materials, labor, equipment, and incidentals for complete installation of the CMP Culvert as indicated in the Contract.

V. Item D-08.1 – Caliche Pavement Repair

1. Measurement and payment for the caliche pavement replacement shall be per Square Yard at the unit price bid. Measurement will be made per SY replaced as shown in plans and shall include all required surveying."

2.03 31 23 33.16 Trenching and Backfill

A. Paragraph 3.03.A, Page 10.

1. Delete Paragraph 3.03.A entirely and replace with the following:

"Trench excavation, pipe laying, backfill within the pipe zone and other general requirements shall be as indicated for trenches outside roadways. Backfill material above the pipe zone for existing roads including City Roads, County Roads, paved or improved private roads, driveways, and any proposed roads as indicated shall consist of **Onsite Select Material for the full depth of the trench to top of the pipe zone**. Compact the backfill to **97** percent **modified proctor density (ASTM D1557). Backfill material for the pipe zone shall consist of imported granular embedment compacted to 98% maximum density in accordance with ASTM D-4253.** Replace flexbase roads with a minimum of **6** inches of flexbase material compacted to 95 percent Standard Proctor Density. Replace asphalt paved roads with **6** inches of flexbase material compacted to 95 percent Standard Proctor Density and **2** inches of HMAC. Replace concrete roadways with 3000 psi concrete reinforced equal or better than existing. Saw-cut asphalt roads prior to placement of HMAC. Cut concrete roads back to expose reinforcing prior to replacing concrete paving. Backfill and compact unimproved field road as per the backfill requirements for open areas, except compact the top 12 inches to 95 percent Standard Proctor Density."

2.04 33 05 01.09 Polyvinyl Chloride (PVC) Pressure Pipe and Fittings

A. Paragraph 2.01.C, Page 3

1. Amend Paragraph C by deleting "...24-inch..." and replacing with "...36-inch...".

B. Paragraph 2.01.D.3.c, Page 4

1. Amend Paragraph c by deleting "...100 pcf..." and replacing with "...60 pcf...".

ARTICLE 3 – DRAWINGS

3.01 Drawing G-1

A. General Notes

1. Add the following General Note:

"39. If Contractor damages existing asphalt paving outside of the replacement limits shown in the drawings, it will be the responsibility of the contractor to repair or replace the damaged asphalt pavement that was damaged with like or better material and conditions and no separate payment will be made."

3.02 Drawing WL-13

A. Plan View

1. Delete the leader "Replace Existing 24" CMP Culvert" and replaced with "Replace 18LF Existing 24" CMP Culvert".

3.03 Drawing WL-14

A. Plan View

1. Delete the leader "Replace 2-Existing 19" CMP Culverts" and replaced with "Replace 2-68LF Existing 19" CMP Culverts".

3.04 Drawing WL-15

A. Plan View

1. Delete the leader "1023 SY of Asphalt Pavement Repair" and replaced with "1023 SY of Caliche Road Repair, Re: 4/DT-10".

3.05 Drawing WL-17

A. Plan View

1. Delete the leader "Existing 12" CMP Culvert to be Replaced" and replaced with "Replace 41LF Existing 12" CMP Culvert".

3.06 Drawing CV-3

A. Notes:

1. Add the following Note:

"6. Concrete replacement shall be 8-inch thick and meet requirements of the City of Lubbock Public Works Engineering Design Standards and Specifications for Class C Concrete. Concrete mix design shall include a minimum 6 sacks cement per cubic yard, have a water/cement ratio of 0.35-0.45, and have a max slump of 3 inches. Concrete shall have a minimum compressive strength of 2500 psi at 7 days and 3600 psi at 28 days. Contractor shall use City of Lubbock Public Works Engineering Design Standards Latest Edition Plate No. UEM-02 Concrete Street and Alley Cut Repair."

3.07 Drawing DT-5

A. General Notes:

1. Add the following General Note:

"9. All nuts, bolts, and washers for butterfly valves shall be Type 316 stainless steel of suitable strength to meet the service requirements. Bolts shall conform to ASTM A193, Grade B8M. Nuts shall conform to ASTM A194, Grade 8M. Washers shall conform to ASTM A193. All bolts shall be long enough that a minimum of three threads are exposed beyond the nut. Use an anti-seize compound during installation."

3.08 Drawing DT-11

A. Connection Note 3

1. Amend Connection Note 3 to read as follows:

"3. CAV at STA 0+93 may function as an access manway during construction."

B. Detail 2 Typical Mechanical or Electrical Pad Section "A"

1. Amend the width dimension by deleting "0'-7 111/256"" and replacing with "0'-8"".

3.09 Replace the following Drawings:

Replace Drawing		With Drawing	
Drawing No.	**Drawing Title**	**Drawing No.**	**Drawing Title**
WL-1	STA 1+00 to STA 9+00	WL-1	STA 1+00 to STA 9+00
DT-10	Road Paving Details	DT-10	Road Paving Details

END OF ADDENDUM NO. 02

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: _____

PROJECT NUMBER: **RFP 20-15477-JM LOW HEAD C PIPELINE**

Proposal of _____ (hereinafter called Offeror)

To the Honorable Mayor and City Council City of Lubbock, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the **LOW HEAD C PIPELINE** having carefully examined the plans, specifications, instructions to offerors, notice to offerors 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 price to cover all expenses incurred in performing the work required under the contract documents.

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
A	**AWWA C303 CONCRETE PRESSURE PIPE**				
	1. 36" AWWA C303 BWCCP Class 150	21,400	LF		
	2. Corrosion Monitoring Test Stations	27	EA		
				SUBTOTAL A	
B	**AWWA C200 STEEL PIPE**				
	1. 36" AWWA C200 Steel Pipe & Fittings Class 150	21,400	LF		
	2. Corrosion Monitoring Test Stations	27	EA		
				SUBTOTAL B	
C	**AWWA C905 DR-18 PVC Pipe**				
	1. 36" AWWA C905 DR-18 PVC Pipe & Fittings	21,400	LF		
				SUBTOTAL C	
D	**ITEMS COMMON TO A, B, & C**				
	1. Trench Safety System	19,885	LF		
	2. Crossings				
	a. 60" I.D. 26th and Upland Avenue	105	LF		
	b. 60" I.D. 34th and Upland Avenue	110	LF		
	c. 60" I.D. Lubbock & Western Railway and Upland Avenue	140	LF		
	d. 60" I.D. 50th and Upland Avenue	130	LF		
	e. 60" I.D. 66th and US HWY 82	1,030	LF		
	3. 8" Blow Off Valve Assembly	9	EA		
	4. 4" Combination Air Valve Assembly	19	EA		
	5. 8" Combination Air Valve Assembly	1	EA		
	6. Flexible Base Driveway Repair	350	SY		
	7. Concrete Driveway Repair	300	SY		
	8. Asphalt Pavement Repair	~~11,200~~ **10,340**	SY		
	8.1 Caliche Pavement Repair	**1,023**	**SY**		
	9. Concrete Pavement Repair	2,300	SY		

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
	10. Additional CLSM for Utility Protection	250	CY		
	11. Additional Coarse Gravel for Trench Foundation	250	CY		
	12. Additional Pipe Zone Embedment Material for Unstable Soils	250	CY		
	13. Additional Concrete Encasement	250	LF		
	14. Additional Flowable Fill Encasement	250	LF		
	15. Additional Curb and Gutter	250	LF		
	16. Additional 2,000 PSI Concrete	250	CY		
	17. Existing 36-inch Bailey County Pipeline Connection	1	LS		
	18. Pressure Testing and Draining Pipeline	1	LS		
	19. Chlorinating, Bac T Testing, and Draining Pipeline	1	LS		
	20. Re-Fill, Chlorinate, and Bac T Test the Pipeline up to 120 Days After Pipeline Completion	1	LS		
	21. MOBFV Electrical Panel and Communications	1	LS		
	22. 36" Motor Operated Butterfly Valve	1	EA		
	23. Motor Operated Actuator and Manhole for Existing Manual BFV	2	EA		
	24. Fiber Optic Conduit	21,400	LF		
	25. Fiber Optic Ground Box	37	EA		
	26. Seeding	5	AC		
	27. Mobilization	1	LS		
	28. 12" CMP Culvert Replacement	**90**	**LF**		
	29. 19" CMP Culvert Replacement	**136**	**LF**		
	30. 24" CMP Culvert Replacement	**48**	**LF**		
				SUBTOTAL D	
E	**ALLOWANCES**				
	1. Electric Utility Service Allowance	1	LS	$20,000.00	$20,000.00
				SUBTOTAL E	$20,000.00
	AMOUNT BID (ITEM A + D + E)				
**	Add (+) or Deduct (-)				
	TOTAL AMOUNT BID (ITEM A + D+ E)				
	AMOUNT BID (ITEM B + D +E)				
**	Add (+) or Deduct (-)				
	TOTAL AMOUNT BID (ITEM B + D + E)				
	AMOUNT BID (ITEM C + D + E)				
**	Add (+) or Deduct (-)				
	TOTAL AMOUNT BID (ITEM C + D + E)				

** Provision is made for Bidder to include an addition or deduction in his bid, if he wishes, to reflect any last minute adjustments in price. The addition or deduction, if made, will be applied proportionately to the bid for items for pipe installation in A, B, or C as applicable.

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS:_____(to Substantial Completion)

TOTAL CONSECUTIVE CALENDAR DAYS:_____(to Final Completion)

(not to exceed 365 consecutive calendar days to Substantial Completion / 425 consecutive calendar days to Final Completion).

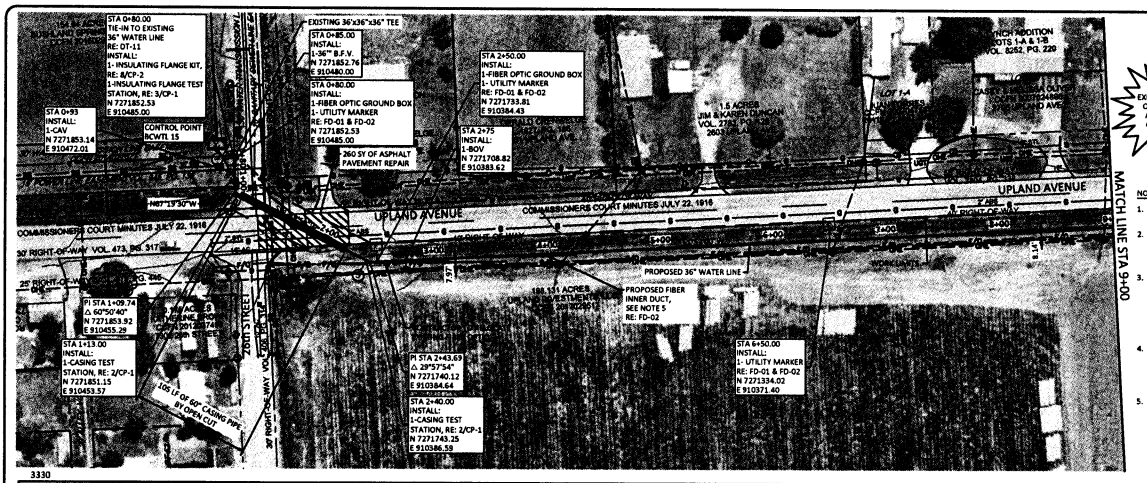
Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **365 Consecutive Calendar Days** with **final completion** within **425 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **$2,000.00** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$500.00** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

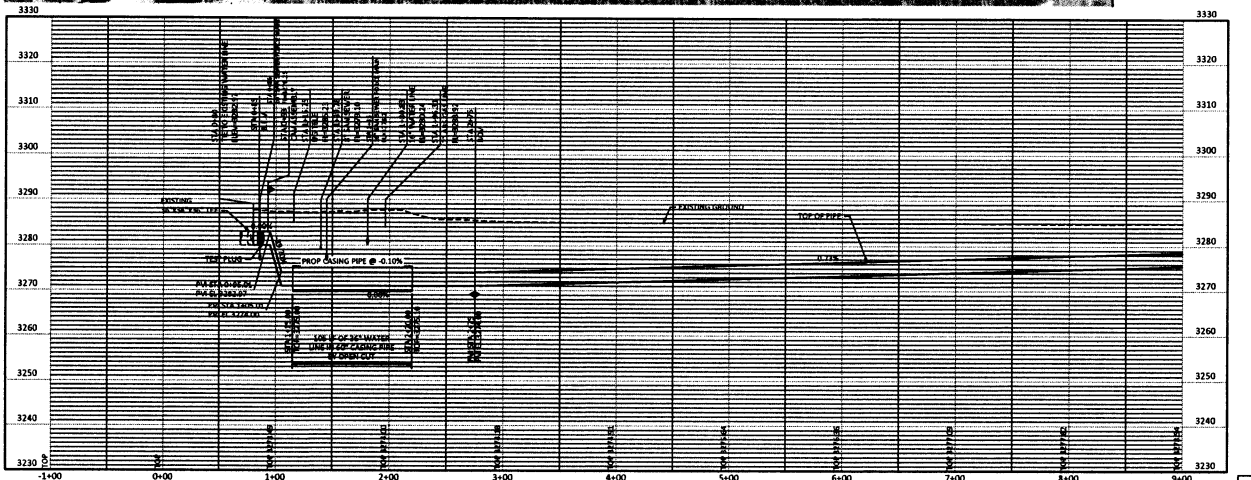
Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors. Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing. The Offeror agrees that this proposal shall be good for a period of **sixty (60)** calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror 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 proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

Offerors 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 proposal 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 proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.

_____ Offeror's Initials





CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA. 48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. WORK LIMITS ARE SHOWN ON THIS SHEET. ROAD CROSSINGS ARE TO BE OPEN CUT ONE LANE AT A TIME. CONTRACTOR SHALL MAINTAIN TWO LANES OF TRAFFIC ON UPLAND AT ALL TIMES, AND CONSTRUCT TEMPORARY BYPASS IF NECESSARY.
3. CONTRACTOR WILL BE REQUIRED TO PREPARE AND SUBMIT FOR APPROVAL A TRAFFIC CONTROL PLAN SEALED BY A LICENSED PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS, PRIOR TO CONSTRUCTION STARTING. CONTRACTOR SHALL FOLLOW THE LATEST EDITION OF TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD) AND ALL CITY RULES AND REGULATIONS.
4. CONTRACTOR SHALL PROVIDE APPROPRIATE SIGNAGE, BARRICADES, FLAGMEN, ETC. REQUIRED TO MAINTAIN SAFE TRAFFIC FLOW AT ALL TIMES. ALL TRAFFIC CONTROL MEASURES SHALL BE IN ACCORDANCE WITH TXDOT'S MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
5. FIBER INNER DUCT SHALL BE INSTALLED ON THE SIDE OF THE PIPELINE FURTHEST FROM THE STREET.

0 40' 80'
SCALE IN FEET
HORIZONTAL

0 10' 20'
SCALE IN FEET
VERTICAL

BID SET

Prime Engineering, P.C.
Texas Registered Engineering Firm F-2144

MICHAEL S. MORRIS
103777
LICENSED
PROFESSIONAL
ENGINEER
11/12/2020

4525 International Plaza, Suite 100
Lubbock, Texas 79407
Phone - (817) 735-7300
Web: www.Prime.com

CITY OF LUBBOCK, TEXAS
LOW HEAD C PIPELINE
PIPELINE PLAN AND PROFILE
PLAN AND PROFILE
STA. 1+00 TO STA. 9+00

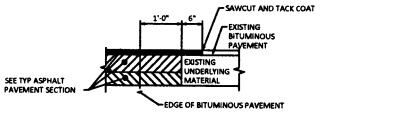
NO.	DATE	BY	REVISIONS	DATE	BY
1	11/12/20	MAS	ADDENDUM NO.2	SEPT. 2020	CHK
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				CHECKED	MCS
				DRAWN	MCL

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

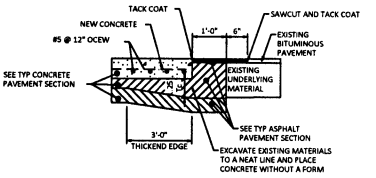
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SHEET WL-1
SEQ. 7

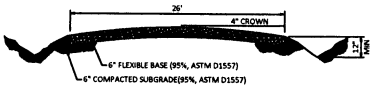
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1 JUNCTURE OF NEW FLEXIBLE AND EXISTING FLEXIBLE PAVEMENT
NOT TO SCALE

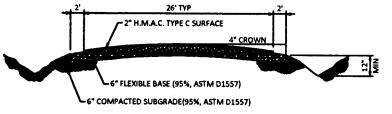


2 JUNCTURE OF NEW RIGID AND EXISTING FLEXIBLE PAVEMENT
NOT TO SCALE



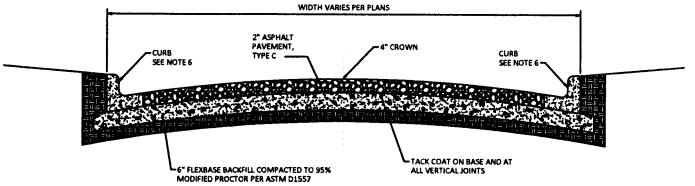
3 TYPICAL 26' CALICHE CROSS SECTION (COUNTY)
NOT TO SCALE

NOTE:
1. FLEXIBLE BASE SHALL BE NEW MATERIAL

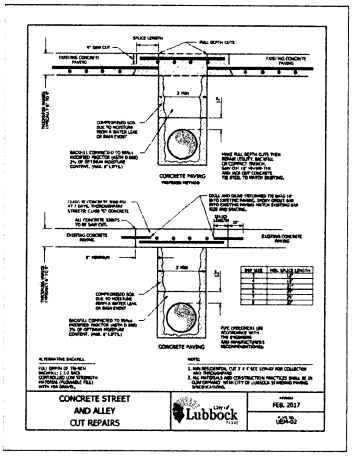


4 TYPICAL ASPHALT STREET CROSS SECTION (COUNTY)
NOT TO SCALE
NOTE: EXISTING PAVEMENT/SUBGRADE TO BE MILLED AND PROCESSED TO A DEPTH OF 7". CONTRACTOR TO ADD 6% PORTLAND AND PROCESS OPTIMUM MOISTURE PRIOR TO PLACING RECLAIMED BASE MATERIAL

NOTES:
1. EXISTING COUNTY ROADS MAY NOT BE 26' WIDE. CONTRACTOR TO GRADE EXISTING ROADS TO MAKE NEW ROADS 26' WIDE CENTERED ON THE EXISTING COUNTY ROAD CENTER LINE.



5 RESIDENTIAL ASPHALT STREET SECTION IN CITY LIMITS
NOT TO SCALE



NOTES:

1. CONTRACTOR TO SURVEY CROSS SECTIONS OF STREETS EVERY 20' AN AT EVERY INTERSECTION, GUTTER, DRIVEWAY, ETC., AND BE SUBMITTED TO THE ENGINEER. AT INTERSECTIONS WITH STREETS THE CONTRACTOR IS TO SURVEY CROSS STREET 100' EACH DIRECTION. THESE SURVEYS ARE TO BE DONE BEFORE CONSTRUCTION AND AFTER NEW PAVING IS INSTALLED AND SUBMITTED TO THE ENGINEER. CONTRACTOR TO SUBMIT AN AUTOCAD FILE WITH ALL SHOTS/SURFACES INCLUDED. ALL NEW PAVING SHALL BE INSTALLED TO THE LINE AND GRADE AS SURVEYED.
2. CONTRACTOR SHALL REPAIR AND REPAVE EACH CITY STREET, WITHIN 14 DAYS UPON COMPLETION OF ALL PIPE LAYING ACTIVITIES FOR EACH STREET. (I.E. WHEN CONTRACTOR LEAVES ONE STREET TO PRIVATE PROPERTY OR TO ANOTHER STREET, THE STREET MUST BE REPAVED.)
3. FOR PARTIAL STREET REPLACEMENT CONTRACTOR SHALL SMOOTH SAW CUT PAVING, INSTALL HORIZONTAL AND VERTICAL TACK COAT AND REPAVE THE AREA AS SHOWN IN THE PLANS.
4. IF CONTRACTOR DAMAGES PAVEMENT OUTSIDE OF WORK LIMITS, IT IS THE CONTRACTORS RESPONSIBILITY TO REPAVE AREAS AT NO ADDITIONAL CHARGE TO THE OWNER.
5. FOR NEW OR TO REPAIR/REPLACE CONCRETE CURB AND GUTTER, CONTRACTOR TO USE THE CITY OF LUBBOCK PUBLIC WORKS ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS, PLATE 36-10, LATEST EDITION.
6. WHERE EXISTING CURB IS DAMAGED AND ASPHALT PAVEMENT REPLACEMENT IS CALLED OUT, CURB SHALL BE REPLACED AND CONTRACTOR TO USE THE CITY OF LUBBOCK PUBLIC WORKS ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS, PLATE 36-10 LATEST EDITION. WHERE ASPHALT PAVEMENT REPLACEMENT IS CALLED OUT AND THERE IS NO EXISTING CURB, CONTRACTOR IS NOT EXPECTED TO INSTALL NEW CURB.
7. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO MANUFACTURING PIPE AND CONSTRUCTION.
8. EMERGENCY ACCESS AND ACCESS TO RESIDENCE DRIVES SHALL BE PROVIDED AT ALL TIMES. ACCESS SHALL BE CLOSED FOR NO MORE THAN 2 HOURS AT ANY TIME DURING DAY, OPEN AT ALL TIMES DURING NIGHT.
9. CONTRACTOR SHALL PROVIDE APPROPRIATE SIGNAGE, BARRICADE, FLAGMAN, ETC. TO MAINTAIN SAFE TRAFFIC FLOW DURING ENTIRE TIME CONSTRUCTION OR EXCAVATION IS OCCURRING WITHIN THE RIGHT-OF-WAY.
10. CONTRACTOR SHALL SUPPORT EXISTING UTILITIES AS REQUIRED. REPLACEMENT OF PIPE, IF REQUIRED, SHALL BE AT NO ADDITIONAL COST TO OWNER.
11. CONTRACTOR SHALL CONTAIN ALL WORKING OPERATIONS WITHIN THE ROW. ANY PAVEMENT DAMAGED BY THE CONTRACTOR'S OPERATIONS THAT IS SHOWN TO BE OUTSIDE OF PAVEMENT REPLACEMENT LIMITS SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
12. CONTRACTOR IS TO FIRST MILL THE EXISTING ASPHALT PAVING AS DEFINED IN THE LIMITS OF PAVING. CONTRACTOR SHALL THEN DELIVER THOSE MILLINGS TO THE CITY OF LUBBOCK STORAGE YARD LOCATED AT 8425 NORTH AVENUE P, LUBBOCK, TEXAS, 79403. THEN THE CONTRACTOR IS TO MILL THE EXISTING FLEXBASE MATERIAL AS DEFINED IN THE LIMITS OF PAVING. CONTRACTOR SHALL THEN DELIVER THE FLEXBASE MILLINGS TO THE CITY OF LUBBOCK STORAGE YARD LOCATED AT 8425 NORTH AVENUE P, LUBBOCK, TEXAS, 79403. THE CONTRACTOR SHALL THEN REMOVE ANY ADDITIONAL EXISTING SOIL TO OBTAIN DEPTH REQUIRED TO INSTALL 6-INCHES OF FLEXBASE AND AT LEAST 2-INCHES OF ASPHALT PAVEMENT AS DESCRIBED IN THE DETAIL "RESIDENTIAL ASPHALT STREET SECTION" ON THIS SHEET. THE CONTRACTOR CAN COORDINATE DELIVERY OF MILLINGS WITH SITE OPERATIONS BY CALLING (806) 775-2657.
13. PAVEMENT REPAIR AND REPLACEMENT SHALL INCLUDE STRIPING TO MATCH THE STRIPING THAT WAS ON THE EXISTING PAVEMENT PRIOR TO DEMOLITION.

BID SET

Prime and Pickett, PC
Texas Registered Engineering Firm F-2144
MICHAEL A. SHARP
103455
LICENSED PROFESSIONAL ENGINEER
11/12/2020
Prime and Pickett, PC
4555 International Plaza, Suite 200
Lubbock, Texas 79407
Phone: (817) 735-7500
Web - www.primeco.com

CITY OF LUBBOCK, TEXAS
LOW HEAD C PIPELINE
PLAN AND PROFILE
ROAD PAVING DETAILS

NO.	BY	DATE	DESCRIPTION
			DATA CONTROL: LUB1317B
			DATE: SEPT. 2020
			DESIGNED: MAM
			DRAWN: MCL
			CHECKED: MCL
1	MAM	11/12/20	ADDENDUM NO. 2

VERIFY SCALE: Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET: DT-10
SEQ. 42

ACAD Ref: 23.0s (LMS Tech)
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City of Lubbock TEXAS

ADDENDUM 3
Engineer's Addendum 3
RFP 21-15477-JM
Low Head C Supply Pipeline

DATE ISSUED: November 13, 2020

CLOSE DATE: November 19, 2020 at 3:00 p.m.

The following items take precedence over specifications for the above named Request for Proposals (RFP). Where any item called for in the RFP documents is supplemented here, the original requirements, not affected by this addendum, shall remain in effect.

Please review, incorporate, and acknowledge the information in this addendum on the signature page of the Proposal Submittal Form.

Engineer's Addendum 3

1. Please see Engineer's Addendum No. 3, attached.

All requests for additional information or clarification must be submitted in writing and directed to:

Jessie Montes, Buyer III
City of Lubbock
Purchasing and Contracts Management Office
1314 Ave. K, Floor 9
Lubbock, TX 79401

Questions may be faxed to (806)775-2164 or Emailed to JMontes@mylubbock.us
Questions are preferred to be posted on BidSync: www.bidsync.com

THANK YOU,

Jessie Montes
CITY OF LUBBOCK
Jessie Montes
Buyer III
City of Lubbock
Purchasing and Contracts Management Office

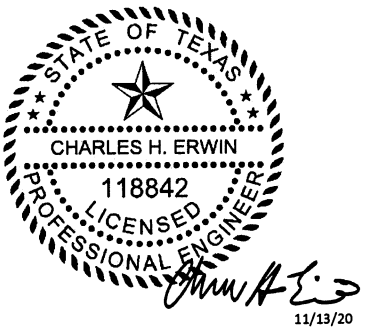
It is the intent and purpose of the City of Lubbock that this request permits competitive proposals. It shall be the offeror's responsibility to advise the Director of Purchasing and Contract Management if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Director of Purchasing and Contract Management no later than five (5) business days prior to the close date. A review of such notifications will be made.

00 91 03 ADDENDUM NUMBER 03

Owner:	City of Lubbock
Project:	Low Head C Pipeline
Project No.:	92450.9241.30000 (LUB19278)
Addendum No.	02
Addendum Date:	11/13/2020

The following additions, deletions, modifications, or clarifications shall be made to the appropriate portions of the Contract Documents. Offerors must acknowledge receipt of this Addendum in the space provided on the Bid Form.

Approved by:	Freese and Nichols, Inc.
Name:	Charles H. Erwin, P.E.
Date:	11/13/2020

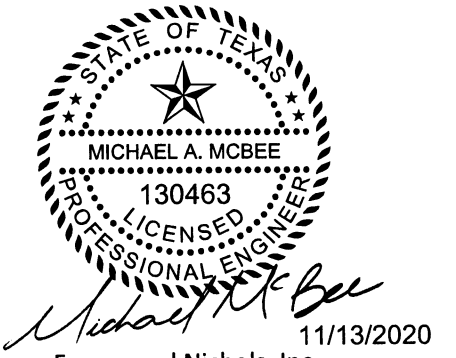


Freese and Nichols, Inc.
Texas Registered Engineering Firm,
F-21444

Addendum Items:

Article 2 – Specifications
Article 3 – Drawings

Approved by:	Freese and Nichols, Inc.
Name:	Michael A. McBee, P.E.
Date:	11/13/2020



Freese and Nichols, Inc.
Texas Registered Engineering Firm,
F-21444

Addendum Items:

Article 2 – Specifications
Article 3 – Drawings

ARTICLE 1 – ADDENDUM

1.01 Amend the Contract Documents

A. Make the additions, modifications, or deletions to the Contract Documents described in this Addendum.

1.02 Acknowledge Addenda

A. Acknowledge receipt of this Addendum in the Bid Form submitted for this Project. Failure to acknowledge receipt of this addendum in the Bid Form may render the Bid as non-responsive and serve as the basis for rejecting the Bid.

ARTICLE 2 – SPECIFICATIONS

2.01 Proposal Submittal Form

1. Replace the Proposal Submittal Form in its entirety with the attached Proposal Submittal Form.

2.02 01 29 01 Measurement and Basis for Payment

A. Paragraph 1.04, Page 4

1. Amend Paragraph 1.04 by adding paragraphs W to the end of the paragraph:

"W. Item D-31 - Demolition of Existing Wooden Light Pole

1. Includes the complete demolition of the existing wooden light pole at the northeast corner of the intersection of Upland Avenue and 66th Street. Payment made at unit price bid and shall be measured as lump sum. Item includes demolition and disposal of wooden pole, footing, and electrical disconnection for complete demolition of the existing light pole as indicated in the Contract."

B. Paragraph 1.07.A.3, Page 6

1. Amend Paragraph 1.0.A.3 by deleting "C905" and replacing with "C900".

2.03 33 05 01.09 Polyvinyl Chloride (PVC) Pressure Pipe and Fittings

A. Paragraph 2.01, Page 4

1. Amend Paragraph 2.01 by adding paragraph 2.01.F as follows:

"F. Flanges, Nuts, Bolts, and Gaskets: Furnish and install all bolts, nuts, flange gaskets, and insulation kits.

1. Flanges shall conform to the AWWA C207 class equal to or greater than the pipe class, unless otherwise specified, and shall match the class of valves or appurtenances which are attached.

2. All nuts, bolts, and washers exposed inside buildings or vaults shall be steel and coated in accordance with the specifications for adjacent pipe. All bolts shall be long enough that a minimum of three threads are exposed beyond the nut. Use an anti-seize compound during installation. Bolts shall conform to ASTM A193, Grade B7. Nuts shall conform to ASTM A194, Grade 2H heavy hex nuts. Washers shall conform to ASTM F436.

3. All buried nuts, bolts, and washers shall be Type 316 stainless steel of suitable strength to meet the service requirements. Bolts shall conform to ASTM A193, Grade B8M. Nuts shall conform to ASTM A194, Grade 8M. Washers shall conform to ASTM A193. All bolts shall be long enough that a minimum of three threads are exposed beyond the nut. Use an anti-seize compound during installation.

4. Non-Insulated Flange Gaskets:

   a. For working pressures up to 175 psi, gaskets shall be rubber.

   b. For working pressures above 175 psi, gaskets shall be non-asbestos compressed fiber.

   c. Gasket configuration shall be in accordance with AWWA C207. Gasket shall be NSF 61 certified. Acceptable manufacturers are Gasket Resources, Garlock, or approved equal.

5. Flange Insulating Kits:

   a. Flange insulating kits shall be installed within 6 months of the date of manufacture of all components.

   b. Do not store insulating flange gaskets, sleeves, or washers under direct sunlight or at temperatures exceeding 110 F.

   c. Insulating gaskets shall be full-face, Type E with an EPDM O-ring seal. Minimum total gasket thickness shall not be less than 1/8 inch. The gasket shall have the same outside diameter as the pipe flange. For steel pipe the gasket's inside diameter shall be equal to the inside diameter of the pipe's steel cylinder. The complete assembly shall have a pressure rating equal to or higher than that of the joint and pipeline. The gasket material shall be resistant to intended chemical exposure, operating temperatures, and pressures in the pipeline. Insulating sleeves shall be one-piece, full-length, Mylar or NEMA G10 fiberglass reinforced epoxy with a minimum thickness of 1/8 inch.

   d. Insulating washers shall be NEMA G10 fiberglass reinforced epoxy.

   e. Gasket configuration shall be in accordance with AWWA C207. Gasket shall be NSF 61 certified. Acceptable manufactures are GPT, Houston, TX; or Georg Fischer Central Plastics LLC, Shawnee, OK.

   f. Flange bolt holes shall be oversized for bolt insulating sleeves."

2.04 33 11 13.13 Steel Pipe and Fittings

A. Paragraph 1.02.F.2

1. Amend Paragraph 1.02.F.2 by deleting "...10 percent..." and replacing with "...5 percent...".

2. Amend Paragraph 1.02.F.2 by deleting "... paid for by the Owner." and replacing with "...paid for by the pipe manufacturer.".

2.05 33 12 16.26 Butterfly Valves

A. Paragraph 2.01.A

1. Amend paragraph 2.01.A by deleting "...working pressure of no less than 250 psi..." and replace with "...working pressure of no less than 150 psi...".

ARTICLE 3 – DRAWINGS

3.01 Replace the following Drawings:

Replace Drawing		With Drawing	
Drawing No.	**Drawing Title**	**Drawing No.**	**Drawing Title**
WL-15	STA 132+00 to STA 140+00	WL-15	STA 132+00 to STA 140+00

END OF ADDENDUM NO. 03

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: _____

PROJECT NUMBER: **RFP 20-15477-JM LOW HEAD C PIPELINE**

Proposal of _____ (hereinafter called Offeror)

To the Honorable Mayor and City Council City of Lubbock, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the **LOW HEAD C PIPELINE** having carefully examined the plans, specifications, instructions to offerors, notice to offerors 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 price to cover all expenses incurred in performing the work required under the contract documents.

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
A	**AWWA C303 CONCRETE PRESSURE PIPE**				
	1. 36" AWWA C303 BWCCP Class 150	21,400	LF		
	2. Corrosion Monitoring Test Stations	27	EA		
				SUBTOTAL A	
B	**AWWA C200 STEEL PIPE**				
	1. 36" AWWA C200 Steel Pipe & Fittings Class 150	21,400	LF		
	2. Corrosion Monitoring Test Stations	27	EA		
				SUBTOTAL B	
C	**AWWA ~~C905~~ C900 DR-18 PVC Pipe**				
	1. 36" AWWA ~~C905~~ **C900** DR-18 PVC Pipe & Fittings	21,400	LF		
				SUBTOTAL C	
D	**ITEMS COMMON TO A, B, & C**				
	1. Trench Safety System	19,885	LF		
	2. Crossings				
	a. 60" I.D. 26th and Upland Avenue	105	LF		
	b. 60" I.D. 34th and Upland Avenue	110	LF		
	c. 60" I.D. Lubbock & Western Railway and Upland Avenue	140	LF		
	d. 60" I.D. 50th and Upland Avenue	130	LF		
	e. 60" I.D. 66th and US HWY 82	1,030	LF		
	3. 8" Blow Off Valve Assembly	9	EA		
	4. 4" Combination Air Valve Assembly	19	EA		
	5. 8" Combination Air Valve Assembly	1	EA		
	6. Flexible Base Driveway Repair	350	SY		
	7. Concrete Driveway Repair	300	SY		
	8. Asphalt Pavement Repair	~~11,200~~ **10,340**	SY		
	8.1 Caliche Pavement Repair	~~1,023~~ **1,428**	**SY**		

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
	9. Concrete Pavement Repair	2,300	SY		
	10. Additional CLSM for Utility Protection	250	CY		
	11. Additional Coarse Gravel for Trench Foundation	250	CY		
	12. Additional Pipe Zone Embedment Material for Unstable Soils	250	CY		
	13. Additional Concrete Encasement	250	LF		
	14. Additional Flowable Fill Encasement	250	LF		
	15. Additional Curb and Gutter	250	LF		
	16. Additional 2,000 PSI Concrete	250	CY		
	17. Existing 36-inch Bailey County Pipeline Connection	1	LS		
	18. Pressure Testing and Draining Pipeline	1	LS		
	19. Chlorinating, Bac T Testing, and Draining Pipeline	1	LS		
	20. Re-Fill, Chlorinate, and Bac T Test the Pipeline up to 120 Days After Pipeline Completion	1	LS		
	21. MOBFV Electrical Panel and Communications	1	LS		
	22. 36" Motor Operated Butterfly Valve	1	EA		
	23. Motor Operated Actuator and Manhole for Existing Manual BFV	2	EA		
	24. Fiber Optic Conduit	21,400	LF		
	25. Fiber Optic Ground Box	37	EA		
	26. Seeding	5	AC		
	27. Mobilization	1	LS		
	28. 12" CMP Culvert Replacement	**90**	**LF**		
	29. 19" CMP Culvert Replacement	**136**	**LF**		
	30. 24" CMP Culvert Replacement	**48**	**LF**		
	31. Demolition of Existing Wooden Light Pole	**1**	**LS**		
				SUBTOTAL D	
E	**ALLOWANCES**				
	1. Electric Utility Service Allowance	1	LS	$20,000.00	$20,000.00
				SUBTOTAL E	$20,000.00
	AMOUNT BID (ITEM A + D + E)				
**	Add (+) or Deduct (-)				
	TOTAL AMOUNT BID (ITEM A + D+ E)				
	AMOUNT BID (ITEM B + D +E)				
**	Add (+) or Deduct (-)				
	TOTAL AMOUNT BID (ITEM B + D + E)				
	AMOUNT BID (ITEM C + D + E)				
**	Add (+) or Deduct (-)				
	TOTAL AMOUNT BID (ITEM C + D + E)				

** Provision is made for Bidder to include an addition or deduction in his bid, if he wishes, to reflect any last minute adjustments in price. The addition or deduction, if made, will be applied proportionately to the bid for items for pipe installation in A, B, or C as applicable.

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS:_____(to Substantial Completion)

TOTAL CONSECUTIVE CALENDAR DAYS:_____(to Final Completion)

(not to exceed 365 consecutive calendar days to Substantial Completion / 425 consecutive calendar days to Final Completion).

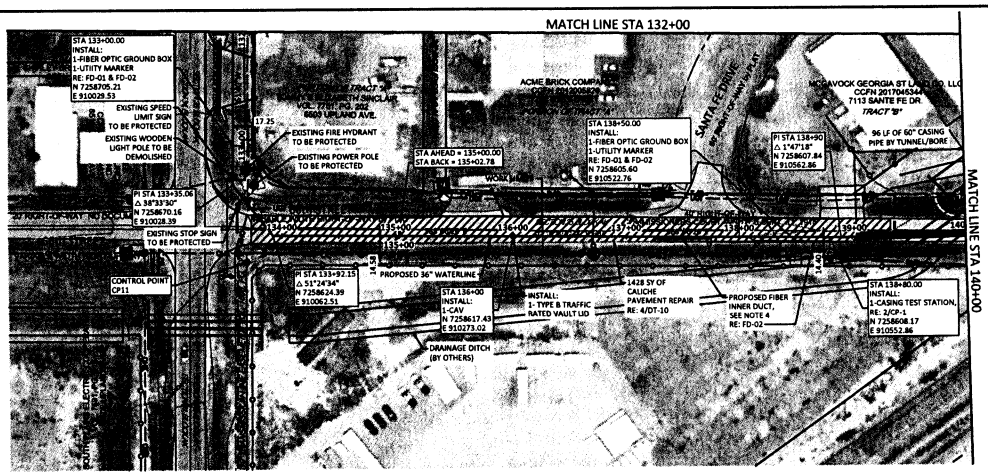
Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **365 Consecutive Calendar Days** with **final completion** within **425 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **$2,000.00** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$500.00** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors. Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing. The Offeror agrees that this proposal shall be good for a period of **sixty (60)** calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror 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 proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

Offerors 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 proposal 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 proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.

_____ Offeror's Initials



CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA. 48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

NORTH

SCALE IN FEET HORIZONTAL
0 40' 80'

SCALE IN FEET VERTICAL
0 10' 20'

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. WORK LIMITS ARE SHOWN ON THIS SHEET. ASPHALT PAVING IS NOT TO BE DAMAGED. IF CONTRACTOR DAMAGES THE ASPHALT PAVING IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO SEPARATE PAYMENT WILL BE MADE.
3. CONTRACTOR SHALL MAINTAIN VEHICLE ACCESS TO HOMEOWNERS, WHOSE DRIVEWAYS ARE CROSSED BY THE PROPOSED PIPELINE ALIGNMENT, AT ALL TIMES.
4. FIBER INNER DUCT SHALL BE INSTALLED ON THE SIDE OF THE PIPELINE FURTHEST FROM THE STREET.

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144
STATE OF TEXAS
MICHAEL V. WIDRE
124483
LICENSED PROFESSIONAL ENGINEER
11/10/2020

FREESE NICHOLS
4055 International Plaza, Suite 200
Fort Worth, Texas 76109
Phone: (817) 735-7300
Web: www.freese.com

CITY OF LUBBOCK, TEXAS
LOW HEAD C PIPELINE
PIPELINE PLAN AND PROFILE
PLAN AND PROFILE
STA. 132+00 TO STA. 140+00

NO.	DATE	BY
1	11/13/20	MAM

ADDENDUM NO. 3
Be it one inch on original drawing, if not one inch on this sheet, adjust scale.
VERIFY SCALE

DESIGNED: CME
DRAWN: MCC
CHECKED: MCC
APPROVED: MCC
FILE NAME: C:\WLC-PP-WATR01.dwg

SHEET NO. WL-15
SEQ. NO. 21

BID SET

AutoCAD Ver. 23.0s (LMS Tech)
Filename: N:\WTU\Drawings\Waterline\CV-WLC-PP-WATR01.dwg
Last Saved: 11/10/2020 1:17 PM Saved By: 82287

Plot Date: 11/10/2020 1:19 PM Plot By: 82287 Filename: N:\WTU\Drawings\Waterline\CV-WLC-PP-WATR01.dwg

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CITY OF LUBBOCK
LOW HEAD C PIPELINE

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City of Lubbock, TX
Purchasing and Contract Management
Contractor Checklist for
RFP 21-15477-JM
Low Head C Supply Pipeline

1. X Carefully read and understand the plans and specifications and properly complete the BID SUBMITTAL FORM. Signatures must be original, in blue or black ink, and by hand. **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. The bidder MUST submit his bid on forms furnished by the City, and all blank spaces in the form shall be correctly filled in, stating the price in numerals for which he intends to do the work contemplated or furnish the materials required. Such prices shall be written in ink, distinctly and legibly, or typewritten. In case of discrepancy between the unit price and the extended total for a bid item, the unit price will be taken. A bid that has been opened may not be changed for the purpose of correcting an error in the bid price.** Include corporate seal and Secretary's signature. Identify addenda received (if any). Include firm's FEDERAL TAX ID number or Owner's SOCIAL SECURITY number.

2. X Include BID BOND or CASHIER'S OR CERTIFIED CHECK as your bid surety. Failure to provide a bid surety **WILL** result in automatic rejection of your bid.

3. X Complete CITY OF LUBBOCK REFERENCE FORM.

4. X Complete and sign the CITY OF LUBBOCK INSURANCE REQUIREMENT AFFIDAVIT. Contractor's signature must be original.

5. X Complete CONTRACTOR'S STATEMENT OF QUALIFICATIONS

6. X Clearly mark the bid number, title, due date and time and your company name and address on the outside of the envelope or container.

7. X Ensure your bid is **RECEIVED** by the City of Lubbock Purchasing and Contract Management Office prior to the deadline. Late bids will not be accepted.

8. X Complete and sign the SAFETY RECORD QUESTIONNAIRE. All "YES" responses must be explained in detail and submitted with Bid.

9. X Complete and sign the SUSPENSION AND DEBARMENT CERTIFICATION. ***Include firm's FEDERAL TAX ID number or Owner's SOCIAL SECURITY number.***

10. X Complete and submit the CONFLICT OF INTEREST QUESTIONNAIRE.

11. X Chapter 2270 Prohibition on Contracts with Companies Boycotting Israel

12. X Complete and submit the LIST OF SUB-CONTRACTORS.

DOCUMENTS REQUIRED WITHIN SEVEN BUSINESS DAYS AFTER CLOSING:

13. X Complete and submit the **FINAL** LIST OF SUB-CONTRACTORS.

DOCUMENTS REQUIRED BEFORE CONTRACT IS FINALIZED:

14. X Please acknowledge and submit the **ONLINE** DISCLOSURE OF INTERESTED PARTIES FORM 1295 within the specified time according to Texas Government Code 2252.908 using the Texas Ethics Commission website.

FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE AND, THEREFORE, NOT FURTHER EVALUATED. PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR BID SUBMITTAL.

Garney Companies, Inc.

(Type or Print Company Name)

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NOTICE TO OFFERORS

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Notice to Offerors

RFP 21-15477-JM

Sealed proposals addressed to Marta Alvarez, Director of Purchasing and Contract Management, City of Lubbock, Texas, will be received in the office of the Director of Purchasing and Contract Management, Citizens Tower, 1314 Avenue K, Floor 9, Lubbock, Texas, 79401, until **3:00 PM on November 19, 2020**, or as changed by the issuance of formal addenda to all planholders, to furnish all labor and materials and perform all work for the construction of the following described project:

Low Head C Supply Pipeline

After the expiration of the time and date above first written, said sealed proposals will be opened in the office of the Director of Purchasing and Contract Management and publicly read aloud. It is the sole responsibility of the proposer to ensure that his proposal is actually in the office of the Director of Purchasing and Contract Management for the City of Lubbock, before the expiration of the date above first written.

The Contractor is only required to submit one original copy of every item listed on the Contractor Checklist in the proposal submittal.

Proposals are due at **3:00 PM on November 19, 2020,** and the City of Lubbock City Council will consider the proposals on **December 15, 2020**, at the Citizens Tower, 1314 Avenue K, Lubbock, Texas, or as soon thereafter as may be reasonably convenient, subject to the right to reject any or all proposals and waive any formalities. The successful proposer will be required to furnish a performance bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds $100,000 and the successful proposer will be required to furnish a payment bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds $50,000. Said statutory bonds shall be issued by a company carrying a current **Best Rating of "A" or better. THE BONDS MUST BE IN A FORM ACCEPTABLE TO THE CITY ATTORNEY. NO WORK ON THE CONTRACT SHOULD COMMENCE BEFORE THE BONDS ARE PROVIDED AND APPROVED.**

Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's or certified check issued by a bank satisfactory to the City of Lubbock, or a proposal bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than 5% of the total amount of the proposal submitted as a guarantee that proposer will enter into a contract and execute all necessary bonds within ten (10) business days after notice of award of the contract to the Offeror. **FAILURE OF THE PROPOSER TO INCLUDE PROPOSAL SECURITY WITH THE PROPOSAL SUBMITTAL SHALL CONSTITUTE A NON-RESPONSIVE PROPOSAL AND RESULT IN DISQUALIFICATION OF THE PROPOSAL SUBMITTAL.**

Copies of plans and specifications may be obtained at bidder's expense from the City of Lubbock Purchasing and Contract Management office. Plans and specifications can be viewed online and downloaded from http://www.bidsync.com at no cost. In the event of a large file size, please be patient when downloading or viewing. **BUSINESSES WITHOUT INTERNET ACCESS** may use computers available at most public libraries.

It shall be each proposer's sole responsibility to inspect the site of the work and to inform Offeror regarding all local conditions under which the work is to be done. It shall be understood and agreed that all such factors have been thoroughly investigated and considered in the preparation of the proposal submitted. There will be a non-mandatory pre-proposal conference on **November 5, 2020, at 10:00AM.** The Zoom meeting information is as follows:

Website: https://us02web.zoom.us/j/5840035702?pwd=QzZLTUJJdVhQVHlOdFRxZ01obmRGdz09
Meeting ID: 584-003-5702
Passcode: 1314

Attention of each proposer is particularly called to the schedule of general prevailing rate of per diem wages included in the contract documents on file in the office of the Purchasing and Contract Management Office of the City of Lubbock, which document is specifically referred to in this notice to offerors. Each offerors attention is further directed to Texas Government Code, Chapter 2258, Prevailing Wage Rates, and the requirements contained therein concerning the above wage scale and payment by the contractor of the prevailing rates of wages as heretofore established by owner in said wage scale.

The City of Lubbock hereby notifies all offerors that in regard to any contract entered into pursuant to this advertisement, minority and women business enterprises will be afforded equal opportunities to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration for an award.

The City of Lubbock does not discriminate against persons with disabilities. City of Lubbock pre-proposal meetings and proposal openings are available to all persons regardless of disability. If you require special assistance, please contact the Purchasing and Contract Management Office at (806) 775-2572 write to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

CITY OF LUBBOCK,

Marta Alvarez
Marta Alvarez
DIRECTOR OF PURCHASING &
CONTRACT MANAGEMENT

GENERAL INSTRUCTIONS TO OFFERORS

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GENERAL INSTRUCTIONS TO OFFERORS

1 PROPOSAL DELIVERY, TIME & DATE

The City of Lubbock is seeking written and sealed competitive proposals to furnish **Low Head C Supply Pipeline** per the attached specifications and contract documents. Sealed proposals will be received no later than **3:00 PM**, **November 19, 2020,** at the office listed below. Proposals will be opened via teleconference if date/time stamped on or before 3:00 p.m. CST at the office listed below. The Zoom meeting information is as follows:

Website: https://us02web.zoom.us/j/5840035702?pwd=QzZLTUJJdVhQVHlOdFRxZ01obmRGdz09
Meeting ID: 584-003-5702
Passcode: 1314

Any proposal received after the date and hour specified will be rejected and returned unopened to the proposer. Each proposal and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: "**RFP 21-15477-JM, Low Head C Supply Pipeline**" and the proposal opening date and time. Offerors must also include their company name and address on the outside of the envelope or container. Proposals must be addressed to:

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1314 Avenue K, Floor 9
Lubbock, Texas 79401

1.1 Offerors are responsible for making certain proposals are delivered to the Purchasing and Contract Management Office. Mailing of a proposal does not ensure that it will be delivered on time or delivered at all. If proposer does not hand deliver proposal, we suggest that he/she use some sort of delivery service that provides a receipt.

1.2 Proposals may be delivered in person, by United States Mail, by United Parcel Service, or by private courier service. Only written proposals submitted in conformance with the Instruction to Offerors will be considered responsive and evaluated for award of a Contract.

1.3 The City of Lubbock reserves the right to postpone the date and time for opening proposals through an addendum.

2 PRE-PROPOSAL MEETING

2.1 For the purpose of familiarizing offerors with the requirements, answering questions, and issuing addenda as needed for the clarification of the Request for Proposals (RFP) documents, **a non-mandatory pre-proposal conference** will be held at **10:00AM, November 5, 2020, via teleconference**. The Zoom meeting information is as follows:

Website: https://us02web.zoom.us/j/5840035702?pwd=QzZLTUJJdVhQVHlOdFRxZ01obmRGdz09
Meeting ID: 584-003-5702
Passcode: 1314

All persons attending the meeting will be asked to identify themselves and the prospective proposer they represent.

2.2 It is the proposer's responsibility to attend the pre-proposal meeting though the meeting is not mandatory. The City will not be responsible for providing information discussed at the pre-proposal meeting to offerors who do not attend the pre-proposal meeting.

3 ADDENDA & MODIFICATIONS

3.1 Any changes, additions, or clarifications to the RFP are made by **ADDENDA** information available over the Internet at www.bidsync.com. **We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the response deadline. BUSINESSES WITHOUT INTERNET ACCESS** may use computers available at most public libraries.

3.2 Any proposer in doubt as to the true meaning of any part of the specifications or other documents may request an interpretation thereof from the Director of Purchasing and Contract Management. At the request of the proposer, or in the event the Director of Purchasing and Contract Management deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing and Contract Management. Such addenda issued by the Purchasing and Contract Management Office will be available over the Internet at http://www.bidsync.com and will become part of the proposal package having the same binding effect as provisions of the original RFP. NO VERBAL EXPLANATIONS OR INTERPRETATIONS WILL BE BINDING. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the City of Lubbock Purchasing and Contract Management Office no later than five (5) calendar days before the proposal closing date.

3.3 All addenda, amendments, and interpretations of this solicitation shall be in writing. The City of Lubbock shall not be legally bound by any explanation or interpretation that is not in writing. Only information supplied by the City of Lubbock Purchasing and Contract Management Office in writing or in this RFP should be used in preparing proposal responses. All contacts that a proposer may have had before or after receipt of this RFP with any individuals, employees, or representatives of the City and any information that may have been read in any news media or seen or heard in any communication facility regarding this proposal should be disregarded in preparing responses.

3.4 The City does not assume responsibility for the receipt of any addendum sent to offerors.

4 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

4.1 Each proposer shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements before submitting a proposal to ensure that their proposal meets the intent of these specifications.

4.2 Before submitting a proposal, each proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this Request for Proposals. Failure to make such investigations and examinations shall not relieve the proposer from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposals.

4.3 **Notices of any discrepancies or omissions in these plans, specifications, or contract documents, shall be given to the Director of Purchasing and Contract Management and a clarification obtained before the proposals are received, and if no such notice is received by the Director of Purchasing and Contract Management prior to the opening of proposals, then it shall be deemed that the proposer fully understands the work to be included and has provided sufficient sums in its proposal to complete the work in accordance with these plans and specifications. If proposer does not notify the Director of Purchasing and Contract Management before offering of any discrepancies or omissions, then it shall be deemed for all purposes that the plans and specifications are sufficient and adequate for completion of**

the project. It is further agreed that any request for clarification must be submitted no later than five (5) calendar days prior to the opening of proposals.

5 PROPOSAL PREPARATION COSTS

5.1 Issuance of this RFP does not commit the City of Lubbock, in any way, to pay any costs incurred in the preparation and submission of a proposal.

5.2 The issuance of this RFP does not obligate the City of Lubbock to enter into contract for any services or equipment.

5.3 All costs related to the preparation and submission of a proposal shall be paid by the proposer.

6 TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

6.1 If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

6.2 Proposals will be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection. *Tex. Loc. Govt. Code 252.049(a)*

6.3 Marking your entire proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Public Information Act.

6.4 Pursuant to Section 552.234(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed.

6.5 For more information, please see the City of Lubbock Public Information Act website at: https://ci.lubbock.tx.us/pages/public-information-act

7 LICENSES, PERMITS, TAXES

The price or prices for the work shall include full compensation for all taxes, permits, etc. that the proposer is or may be required to pay.

8 UTILIZATION OF LOCAL BUSINESS RESOURCES

Prospective offerors are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline in their proposal submittal how they would utilize local resources.

9 CONFLICT OF INTEREST

9.1 The proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Lubbock.

9.2 By signing and executing this proposal, the proposer certifies and represents to the City the offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this proposal.

10 CONTRACT DOCUMENTS

10.1 All work covered by the contract shall be done in accordance with contract documents described in the General Conditions.

10.2 All offerors shall be thoroughly familiar with all of the requirements set forth on the contract documents for the construction of this project and shall be responsible for the satisfactory completion of all work contemplated by said contract documents.

11 PLANS FOR USE BY OFFERORS

It is the intent of the City of Lubbock that all parties with an interest in submitting a proposal on the project covered by the contract documents be given a reasonable opportunity to examine the documents and prepare a proposal without charge. The contract documents may be examined without charge as noted in the Notice to Offerors.

12 PROPOSER INQUIRIES AND CLARIFICATION OF REQUIREMENTS

12.1 It is the intent and purpose of the City of Lubbock that this request permits competitive proposals. It shall be the offerors responsibility to advise the Director of Purchasing and Contract Management if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the City Purchasing and Contract Management Office no later than five (5) calendar days before the proposal closing date. A review of such notifications will be made.

12.2 NO PROPOSER SHALL REQUEST ANY INFORMATION VERBALLY. ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS REQUEST FOR PROPOSALS (RFP) MUST BE SUBMITTED IN WRITING NO LATER THAN FIVE (5) CALENDAR DAYS PRIOR TO THE PROPOSAL CLOSING DATE AND ADDRESSED TO:

Jessie Montes, Buyer III, CTCM, CTCD
City of Lubbock
Purchasing and Contract Management Office
1314 Avenue K, Floor 9,
Lubbock, Texas, 79401
Fax: 806-775-2164
Email: JMontes@mylubbock.us
Bidsync: **www.bidsync.com**

13 TIME AND ORDER FOR COMPLETION

13.1 The construction covered by the contract documents shall be substantially completed within **365 Consecutive Calendar Days** and final completion within **425 Consecutive Calendar Days** from the date specified in the Notice to Proceed issued by the City of Lubbock to the successful proposer.

13.2 The Contractor will be permitted to prosecute the work in the order of his own choosing, provided, however, the City reserves the right to require the Contractor to submit a progress schedule of the work contemplated by the contract documents. In the event the City requires a progress schedule to be submitted, and it is determined by the City that the progress of the work is not in accordance

with the progress schedule so submitted, the City may direct the Contractor to take such action as the City deems necessary to ensure completion of the project within the time specified.

13.3 Upon receipt of notice to proceed, and upon commencement of the work, the Contractor shall ensure daily prosecution of the work is conducted every business day until the work is completed, regardless if the work will be substantially or finally complete ahead of specified deadlines in the agreement, unless the City determines time off from said prosecution is necessary or reasonable and Contractor received said determination in writing from the City. Additionally, inclement weather shall be the only other reason consistent, daily prosecution of the work may not take place on those inclement weather days.

14 PAYMENT

All payments due to Contractor shall be made in accordance with the provisions of the General Conditions of the contract documents.

15 AFFIDAVITS OF BILLS PAID

The City of Lubbock reserves the right, prior to final acceptance of this project to require the Contractor to execute an affidavit that all bills for labor, materials and incidentals incurred in the construction of the improvements contemplated by the contract documents have been paid in full and that there are no claims pending, of which the Contractor has been notified.

16 MATERIALS AND WORKMANSHIP

The intent of these contract documents is that only materials and workmanship of the best quality and grade will be furnished. The fact that the specifications may fail to be sufficiently complete in some detail will not relieve the Contractor of full responsibility for providing materials of high quality and for protecting them adequately until incorporated into the project. The presence or absence of a representative of the City on the site will not relieve the Contractor of full responsibility of complying with this provision. The specifications for materials and methods set forth in the contract documents provide minimum standards of quality, which the Owner believes necessary to procure a satisfactory project.

17 GUARANTEES

17.1 All equipment and materials incorporated in the project and all construction shall be guaranteed against defective materials and workmanship. Prior to final acceptance, the Contractor shall furnish to the Owner, a written general guarantee which shall provide that the Contractor shall remedy any defects in the work, and pay for any and all damages of any nature whatsoever resulting in such defects, when such defects appear within Two years from date of final acceptance of the work as a result of defective materials or workmanship, at no cost to the Owner (City of Lubbock).

17.2 Notwithstanding any provisions contained in the contractual agreement, the Contractor represents and warrants fault-free performance and fault-free result in the processing date and date-related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. Also, the Contractor warrants calculations will be recognized and accommodated and will not, in any way, result in hardware, software or firmware failure. The City of Lubbock, at its sole option, may require the Contractor, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein.

17.3 The obligations contained herein apply to products and services provided by the Contractor, its sub-contractor or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default.

17.4 The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation to the Contractor's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

18 PLANS FOR THE CONTRACTOR

The contractor will, upon written request, be furnished up to a maximum of **five sets** of plans and specifications and related contract documents for use during construction. Plans and specifications for use during construction will only be furnished directly to the Contractor. The Contractor shall then distribute copies of plans and specifications to suppliers, subcontractors or others, as required for proper prosecution of the work contemplated by the Contractor.

19 PROTECTION OF THE WORK

The Contractor shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, and all means of construction, and any and all parts of the work whether the Contractor has been paid, partially paid, or not paid for such work, until the date the City issues its certificate of completion to Contractor. The City reserves the right, after the proposals have been opened and before the contract has been awarded, to require of a proposer the following information:

(a) The experience record of the proposer showing completed jobs of a similar nature to the one covered by the intended contract and all work in progress with bond amounts and percentage completed.

(b) A sworn statement of the current financial condition of the proposer.

(c) Equipment schedule.

20 TEXAS STATE SALES TAX

20.1 This contract is issued by an organization which qualifies for exemption provisions pursuant to provisions of Article 20.04 of the Texas Limited Sales, Excise and Use Tax Act.

20.2 The Contractor must obtain a limited sales, excise and use tax permit which shall enable him to buy the materials to be incorporated into the work without paying the tax at the time of purchase.

21 PROTECTION OF SUBSURFACE LINES AND STRUCTURES

It shall be the Contractor's responsibility to prosecute the work contemplated by the contract documents in such a way as to exercise due care to locate and prevent damage to all underground pipelines, utility lines, conduits or other underground structures which might or could be damaged by Contractor during the construction of the project contemplated by these contract documents. The City of Lubbock agrees that it will furnish Contractor the location of all such underground lines and utilities of which it has knowledge. However, such fact shall not relieve the Contractor of his responsibilities aforementioned. All such underground lines or structures, both known and unknown, cut or damaged by Contractor during

the prosecution of the work contemplated by this contract shall be repaired immediately by Contractor to the satisfaction of the City of Lubbock, Texas, and/or the owning utility at the Contractor's expense.

22 BARRICADES AND SAFETY MEASURES

The contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals, and shall take such other precautionary measures for the protection of persons, property and the work as may be necessary. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, and lights to protect it, and when damage is incurred, the damaged portion shall be immediately removed and replaced by Contractor at his own cost and expense. The Contractor's responsibility for maintenance of barricades, signs, and lights shall not cease until the date of issuance to Contractor of City's certificate of acceptance of the project.

23 EXPLOSIVES

23.1 The use of explosives will not be permitted

23.2 Explosive materials shall not be stored or kept at the construction site by the Contractor.

24 CONTRACTOR'S REPRESENTATIVE

The successful proposer shall be required to have a responsible local representative available at all times while the work is in progress under this contract. The successful proposer shall be required to furnish the name, address and telephone number where such local representative may be reached during the time that the work contemplated by this contract is in progress.

25 INSURANCE

25.1 The Contractor shall not commence work under this contract until he has obtained all insurance as required in the General Conditions of the contract documents, from an underwriter authorized to do business in the State of Texas and satisfactory to the City. Proof of coverage shall be furnished to the City and written notice of cancellation or any material change will be provided ten (10) days in advance of cancellation or change. All policies shall contain an agreement on the part of the insurer waiving the right to subrogation. The Contractor shall procure and carry at his sole cost and expense through the life of this contract, insurance protection as hereinafter specified. Coverage in excess of that specified herein also shall be acceptable. Such insurance shall be carried with an insurance company authorized to transact business in the State of Texas and shall cover all operations in connection with this contract, whether performed by the Contractor or a subcontractor, or separate policies shall be provided covering the operation of each subcontractor. A certificate of insurance specifying each and all coverages shall be submitted before contract execution.

26 LABOR AND WORKING HOURS

26.1 Attention of each proposer is particularly called to the schedule of general prevailing rate of per diem wages included in these contract documents. The wage rate that must be paid on this project shall not be less than specified in the schedule of general prevailing rates of per diem wages as above mentioned. The proposer' attention is further directed to the requirements of Texas Government Code, Chapter 2258, Prevailing Wage Rates, providing for the payment of the wage schedules above mentioned and the proposer's obligations thereunder. The inclusion of the

schedule of general prevailing rate of per diem wages in the contract documents does not release the Contractor from compliance with any wage law that may be applicable. Construction work under this contract requiring an inspector will not be performed on Sundays or holidays unless the following conditions exist:

26.1.1 The project being constructed is essential to the City of Lubbock's ability to provide the necessary service to its citizens.

26.1.2 Delays in construction are due to factors outside the control of the Contractor. The Contractor is approaching the penalty provisions of the contract and Contractor can show he has made a diligent effort to complete the contract within the allotted time.

26.2 Before construction work requiring an inspector is to be performed on Sundays or holidays, the Contractor must notify the Owner's Representative not less than three full working days prior to the weekend or holiday he desires to do work and obtain written permission from the Owner's Representative to do such work. The final decision on whether to allow construction work requiring an inspector on Sundays or holidays will be made by the Owner's Representative.

26.3 In any event, if a condition should occur or arise at the site of this project or from the work being done under this contract which is hazardous or dangerous to property or life, the Contractor shall immediately commence work, regardless of the day of the week or the time of day, to correct or alleviate such condition so that it is no longer dangerous to property or life.

27 PAYMENT OF EMPLOYEES AND FILING OF PAYROLLS

The contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this contract in full (less mandatory legal deductions) in cash, or by check readily cashable without discount, not less often than once each week**. The Contractor and each of his subcontractors shall keep a record showing the name and occupation of each worker employed by the Contractor or subcontractor in the construction of the public work and the actual per diem wages paid to each worker. This record shall be open at all reasonable hours to inspection by the officers and agents of the City.** The Contractor must classify employees according to one of the classifications set forth in the schedule of general prevailing rate of per diem wages, which schedule is included in the contract documents. The Contractor shall forfeit as a penalty to the City of Lubbock on whose behalf this contract is made, **sixty dollars** for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the wages assigned to his particular classification as set forth in the schedule of general prevailing rate of per diem wages included in these contract documents.

28 PROVISIONS CONCERNING ESCALATION CLAUSES

Proposals submitted containing any conditions which provide for changes in the stated proposal price due to increases or decreases in the cost of materials, labor or other items required for the project will be rejected and returned to the proposer without being considered.

29 PREPARATION FOR PROPOSAL

29.1 **The bidder shall submit his bid on forms furnished by the City, and all blank spaces in the form shall be correctly filled in, stating the price in numerals for which he intends to do the work contemplated or furnish the materials required. Such prices shall be written in ink, distinctly and legibly, or typewritten. In case of discrepancy between the unit price and the**

extended total for a bid item, the unit price will be taken. A bid that has been opened may not be changed for the purpose of correcting an error in the bid price.

29.2 If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. If a proposal is submitted by a firm, association, or partnership, the name and address of each member must be given and the proposal signed by a member of the firm, association or partnership, or person duly authorized. If the proposal is submitted by a company or corporation, the company or corporate name and business address must be given, and the proposal signed by an official or duly authorized agent. Powers of attorney authorizing agents or others to sign proposals must be properly certified and must be in writing and submitted with the proposal. The proposal shall be executed in ink.

29.3 Each proposal shall be enclosed in a sealed envelope, addressed as specified in the Notice to Offerors, and endorsed on the outside of the envelope in the following manner:

29.3.1 Proposer's name_____

29.3.2 Proposal "**RFP 21-15477-JM Low Head C Supply Pipeline**"

Proposal submittals may be withdrawn and resubmitted at any time before the time set for opening of the proposals, but no proposal may be withdrawn or altered thereafter.

29.5 Pursuant to Texas Local Government Code 252.043(g), a competitive sealed proposal that has been opened may not be changed for the purpose of correcting an error in the proposal price. THEREFORE, ANY CORRECTIONS TO THE PROPOSAL PRICE MUST BE MADE ON THE PROPOSAL SUBMITTAL FORM PRIOR TO PROPOSAL OPENING.

30 BOUND COPY OF CONTRACT DOCUMENTS

Proposer understands and agrees that the contract to be executed by proposer shall be bound and include the following:

(a) Notice to Offerors.

(b) General Instructions to Offerors.

(c) Proposer's Submittal Form.

(d) Statutory Bonds (if required).

(e) Contract Agreement.

(f) General Conditions.

(g) Special Conditions (if any).

(h) Specifications.

(i) Insurance Certificates for Contractor and all Sub-Contractors.

(j) All other documents made available to proposer for his inspection in accordance with the Notice to Offerors.

If Plans and Specifications are too bulky or cumbersome to be physically bound, they are to be considered incorporated by reference into the aforementioned contract documents.

31 QUALIFICATIONS OF OFFERORS

The proposer may be required before the award of any contract to show to the complete satisfaction of the City of Lubbock that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the City of Lubbock about the proposer's qualifications. The City of Lubbock may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City of Lubbock all information for this purpose that may be requested. The proposer's proposal may be deemed not to meet specifications or the proposal may be rejected if the evidence submitted by, or investigation of, the proposer fails to satisfy the City of Lubbock that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include but not be limited to:

(a) The ability, capacity, skill, and financial resources to perform the work or provide the service required.

(b) The ability of the proposer to perform the work or provide the service promptly or within the time specified, without delay or interference.

(c) The character, integrity, reputation, judgment, experience, and efficiency of the proposer.

(d) The quality of performance of previous contracts or services.

(e) The safety record of the Contractor and proposed Sub-Contractors

(f) The experience and qualifications of key project personnel

(g) Past experience with the Owner

Before contract award, the recommended contractor for this project may be required to show that he has experience with similar projects that require the Contractor to plan his work efforts and equipment needs with City of Lubbock specifications in mind. Demonstration of experience shall include a complete list of ALL similar municipal and similar non-municipal current and completed projects for the past five (5) years for review. This list shall include the names of supervisors and type of equipment used to perform work on these projects. In addition, the Contractor may be required to provide the name(s) of supervisor(s) that will be used to perform work on this project in compliance with City of Lubbock specifications herein.

32 BASIS OF PROPOSALS AND SELECTION CRITERIA

The City uses the Competitive Sealed Proposals procurement method as authorized by the Texas Legislature and further defined by Texas Government Code Section 2269. The Maximum Point value is equal to 100 points. The weight factor is 60 points for Price, 25 points for Contractor Qualifications, 10 points for Safety Record Questionnaire, and 5 points for Construction Time. The selection criteria used to evaluate each proposal includes the following:

32.1 **60 POINTS - PRICE:** The quality of Offerors is not judged solely by a low initial cost proposal or, conversely, eliminated solely because of a high initial cost proposal. The following is the formula used when determining price as a factor for construction contract proposals. The lowest proposal price of all the proposals becomes the standard by which all price proposals are evaluated. One at a time, each proposal is evaluated by taking the lowest proposal price and dividing it by the price of the proposal being evaluated. That fraction is then multiplied by the maximum point value of the price factor for the price score. For Example: (Lowest Price/Current Proposal Price) x Maximum Point Value = Price Score.

32.2 **25 POINTS - CONTRACTOR QUALIFICATIONS:** When evaluating a contractor's qualifications, the City uses the "Contractor's Statement of Qualifications" attached within and past experience with the contractor. The City may also interview the job superintendent at a time to be named after receipt of proposals. This criterion is subjectively evaluated and the formula is as follows: (Points = Score). Each evaluator assigns points based upon the responses the contractor provides in the "Contractor's Statement of Qualifications" And any past experience with the contractor. The "Contractor's Statement of Qualifications" is a minimum, and you may provide additional pertinent information relevant to the project for which you are submitting this proposal.

32.3 **5 POINTS - SAFETY RECORD QUESTIONNAIRE**: This criterion is also more subjectively evaluated and the formula is as follows: (Points = Score). Each evaluator assigns points based upon the responses you provide in your "Safety Record Questionnaire" and the Contractors Experience Modification Ratio (EMR). Contractors with an EMR greater than 1.0, as well as those Contractors not submitting EMRs, will receive zero points for this portion of the selection criteria. The City may consider any incidence involving worker safety or safety of Lubbock residents, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor under the contractor's control. Evaluators base their rating primarily upon how well you document previous offenses with the date of the offense, location where the offense occurred, type of offense, final disposition of the offense, and any penalty assessed as well as the EMR.

32.4 **10 POINTS - CONSTRUCTION TIME:** This criterion is, as with price, objective and evaluators use the following formula when determining construction time as a factor for construction contract proposals. The lowest construction time proposal of all the proposals becomes the standard by which all the construction time proposals are evaluated. One at a time, each proposal is evaluated by taking the lowest construction time and dividing it by the construction time of the proposal being evaluated. That fraction is then multiplied by the maximum point value of the construction time factor for the construction time score. For example: (Lowest construction time/Current Proposal construction time) x Maximum Point Value = Construction Time Score)

32.5 **EVALUATION PROCESS:** Evaluators independently review and score each proposal. The Committee meets, during which time the Committee Chairperson totals the individual scores. If the individual scores are similar, the Chairperson averages the scores then ranks offerors accordingly. If the scores are significantly diverse, the Chairperson initiates and moderates discussion to determine the reasons for the differences and ensures that all evaluators are fully knowledgeable of all aspects of the proposals. Scores may then be adjusted by the committee based on committee discussion. Please note that offerors with higher qualifications scores could be ranked higher than offerors with slightly better price scores.

32.6 The estimated budget for the construction phase of this project is **$11,500,000**

32.7 Proposals shall be made using the enclosed Proposal Submittal Form.

33 SELECTION

33.1 Selection shall be based on the responsible offeror whose proposal is determined to be the most advantageous to the City of Lubbock considering the relative importance of evaluation factors included in this RFP.

33.2 NO INDIVIDUAL OF ANY USING DEPARTMENT (CITY OF LUBBOCK WATER UTILITIES OR OTHER) HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT THE CITY TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL.

33.3 The City shall select the offeror that offers the best value for the City based on the published selection criteria and on its ranking evaluation. The City shall first attempt to negotiate a contract with the selected offeror. The City and its engineer or architect may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the City is unable to negotiate a contract with the selected offeror, the City shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

33.4 In determining best value for the City, the City is not restricted to considering price alone, but may consider any other factor stated in the selection criteria.

33.5 ***A proposal will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate proposals, 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.***

34 ANTI-LOBBYING PROVISION

34.1 DURING THE PERIOD BETWEEN PROPOSAL SUBMISSION DATE AND THE CONTRACT AWARD, PROPOSERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE LUBBOCK CITY COUNCIL OR CITY STAFF EXCEPT UPON THE REQUEST OF THE CITY OF LUBBOCK PURCHASING DEPARTMENT IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

34.2 This provision is not meant to preclude bidders from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential bidders, assure that contract decisions are made in public, and to protect the integrity of the bid process. Violation of this provision may result in rejection of the bidder's bid.

35 PROTEST

35.1 All protests regarding the RFP process must be submitted in writing to the City Director of Purchasing and Contract Management within 5 working days after the protesting party knows of the occurrence of the action which is protested relating to advertising of notices deadlines,

proposal opening and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the RFP process. This limitation does not include protests relating to staff recommendations as to award of contract. Protests relating to staff recommendations may be directed to the City Manager. All staff recommendations will be made available for public review prior to consideration by the City Council as allowed by law.

FAILURE TO PROTEST WITHIN THE TIME ALLOTTED SHALL CONSTITUTE A WAIVER OF ANY PROTEST.

36 PREVAILING WAGE RATES

36.1 Offerors are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates, with respect to the payment of prevailing wage rates for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.

35.2 A worker employed on a public work by or on behalf of the City of Lubbock shall be paid not less than the general prevailing rate of per diem wages for the work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

35.3 A contractor or subcontractor who violates Texas Government Code Section 2258.023 shall pay to the City of Lubbock $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract.

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TEXAS GOVERNMENT CODE § 2269
SUBCHAPTER D.

SELECTING CONTRACTOR FOR CONSTRUCTION
SERVICES THROUGH COMPETITIVE SEALED PROPOSALS

Sec. 2269.151. CONTRACTS FOR FACILITIES: COMPETITIVE SEALED PROPOSALS. (a) In this chapter, "competitive sealed proposals" is a procurement method by which a governmental entity requests proposals, ranks the offerors, negotiates as prescribed, and then contracts with a general contractor for the construction, rehabilitation, alteration, or repair of a facility.

(b) In selecting a contractor through competitive sealed proposals, a governmental entity shall follow the procedures provided by this subchapter.

Sec. 2269.152. USE OF ARCHITECT OR ENGINEER. The governmental entity shall select or designate an architect or engineer to prepare construction documents for the project. The selected or designated engineer or architect has full responsibility for complying with Chapter 1001 or 1051, Occupations Code, as applicable. If the engineer or architect is not a full-time employee of the governmental entity, the governmental entity shall select the engineer or architect on the basis of demonstrated competence and qualifications as provided by Section 2254.004, Government Code.

Sec. 2269.153. PREPARATION OF REQUEST. The governmental entity shall prepare a request for competitive sealed proposals that includes construction documents, selection criteria and the weighted value for each criterion, estimated budget, project scope, estimated project completion date, and other information that a contractor may require to respond to the request. The governmental entity shall state in the request for proposals the selection criteria that will be used in selecting the successful offeror.

Sec. 2269.154. EVALUATION OF OFFERORS. (a) The governmental entity shall receive, publicly open, and read aloud the names of the offerors and any monetary proposals made by the offerors. (b) Not later than the 45th day after the date on which the proposals are opened, the governmental entity shall evaluate and rank each proposal submitted in relation to the published selection criteria.

Sec. 2269.155. SELECTION OF OFFEROR. (a) The governmental entity shall select the offeror that submits the proposal that offers the best value for the governmental entity based on:

(1) the selection criteria in the request for proposal and the weighted value for those criteria in the request for proposal; and (2) its ranking evaluation. (b) The governmental entity shall first attempt to negotiate a contract with the selected offeror. The governmental entity and its architect or engineer may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. (c) If the governmental entity is unable to negotiate a satisfactory contract with the selected offeror, the governmental entity shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected. In determining best value for the governmental entity, the governmental entity is not restricted to considering price alone, but may consider any other factor stated in the selection criteria.

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PROPOSAL SUBMITTAL FORM

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PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: November 19, 2020

PROJECT NUMBER: **RFP 20-15477-JM LOW HEAD C PIPELINE**

Proposal of Garney Companies, Inc. (hereinafter called Offeror)

To the Honorable Mayor and City Council City of Lubbock, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the **LOW HEAD C PIPELINE** having carefully examined the plans, specifications, instructions to offerors, notice to offerors 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 price to cover all expenses incurred in performing the work required under the contract documents.

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
A	**AWWA C303 CONCRETE PRESSURE PIPE**				
	1. 36" AWWA C303 BWCCP Class 150	21,400	LF	$201.00	$4,301,400.00
	2. Corrosion Monitoring Test Stations	27	EA	$1,851.85	$49,999.95
				SUBTOTAL A	$4,351,399.95
B	**AWWA C200 STEEL PIPE**				
	1. 36" AWWA C200 Steel Pipe & Fittings Class 150	21,400	LF	$215.66	$4,615,128.70
	2. Corrosion Monitoring Test Stations	27	EA	$1,851.85	$49,999.95
				SUBTOTAL B	$4,665,128.65
C	**AWWA ~~C905~~ C900 DR-18 PVC Pipe**				
	1. 36" AWWA ~~C905~~ **C900** DR-18 PVC Pipe & Fittings	21,400	LF	$258.39	$5,529,632.46
				SUBTOTAL C	$5,529,632.46
D	**ITEMS COMMON TO A, B, & C**				
	1. Trench Safety System	19,885	LF	$4.00	$79,540.00
	2. Crossings				
	a. 60" I.D. 26th and Upland Avenue	105	LF	$1,200.00	$126,000.00
	b. 60" I.D. 34th and Upland Avenue	110	LF	$1,200.00	$132,000.00
	c. 60" I.D. Lubbock & Western Railway and Upland Avenue	140	LF	$1,200.00	$168,000.00
	d. 60" I.D. 50th and Upland Avenue	130	LF	$1,200.00	$156,000.00
	e. 60" I.D. 66th and US HWY 82	1,030	LF	$850.00	$875,500.00
	3. 8" Blow Off Valve Assembly	9	EA	$18,000.00	$162,000.00
	4. 4" Combination Air Valve Assembly	19	EA	$19,500.00	$370,500.00
	5. 8" Combination Air Valve Assembly	1	EA	$17,000.00	$17,000.00
	6. Flexible Base Driveway Repair	350	SY	$52.00	$18,200.00
	7. Concrete Driveway Repair	300	SY	$110.00	$33,000.00
	8. Asphalt Pavement Repair	~~11,200~~ **10,340**	SY	$65.00	$672,100.00
	8.1 Caliche Pavement Repair	~~1,023~~ **1,428**	**SY**	$30.00	~~$1,140.00~~ $42,840.00

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
	9. Concrete Pavement Repair	2,300	SY	$ 116.00	$ 266,800.00
	10. Additional CLSM for Utility Protection	250	CY	$90.00	$ 22,500.00
	11. Additional Coarse Gravel for Trench Foundation	250	CY	$ 35.00	$ 8,750.00
	12. Additional Pipe Zone Embedment Material for Unstable Soils	250	CY	$25.00	$ 6,250.00
	13. Additional Concrete Encasement	250	LF	$105.00	$ 26,250.00
	14. Additional Flowable Fill Encasement	250	LF	$90.00	$ 22,500.00
	15. Additional Curb and Gutter	250	LF	$ 75.00	$ 18,750.00
	16. Additional 2,000 PSI Concrete	250	CY	$105.00	$ 26,250.00
	17. Existing 36-inch Bailey County Pipeline Connection	1	LS	$ 20,000.00	$ 20,000.00
	18. Pressure Testing and Draining Pipeline	1	LS	$ 10,000.00	$ 10,000.00
	19. Chlorinating, Bac T Testing, and Draining Pipeline	1	LS	$ 32,500.00	$ 32,500.00
	20. Re-Fill, Chlorinate, and Bac T Test the Pipeline up to 120 Days After Pipeline Completion	1	LS	$ 38,000.00	$38,000.00
	21. MOBFV Electrical Panel and Communications	1	LS	$ 375,000.00	$375,000.00
	22. 36" Motor Operated Butterfly Valve	1	EA	$ 66,000.00	$66,000.00
	23. Motor Operated Actuator and Manhole for Existing Manual BFV	2	EA	$ 20,000.00	$ 40,000.00
	24. Fiber Optic Conduit	21,400	LF	$8.00	$ 171,200.00
	25. Fiber Optic Ground Box	37	EA	$2,500.00	$ 92,500.00
	26. Seeding	5	AC	$1,400.00	$ 7,000.00
	27. Mobilization	1	LS	$ 430,000.00	$430,000.00
	28. 12" CMP Culvert Replacement	**90**	**LF**	$17.00	$ 1,530.00
	29. 19" CMP Culvert Replacement	**136**	**LF**	$25.00	$ 3,400.00
	30. 24" CMP Culvert Replacement	**48**	**LF**	$30.00	$ 1,440.00
	31. Demolition of Existing Wooden Light Pole	**1**	**LS**	$ 5,000.00	$ 5,000.00
				SUBTOTAL D	$4,544,300.00
E	**ALLOWANCES**				
	1. Electric Utility Service Allowance	1	LS	$20,000.00	$20,000.00
				SUBTOTAL E	$20,000.00
	AMOUNT BID (ITEM A + D + E)				$8,915,699.95
**	Add (+) or Deduct (-)				—
	TOTAL AMOUNT BID (ITEM A + D+ E)				$ 8,915,699.95
	AMOUNT BID (ITEM B + D +E)				[redacted]
**	Add (+) or Deduct (-)				—
	TOTAL AMOUNT BID (ITEM B + D + E)				[redacted]
	AMOUNT BID (ITEM C + D + E)				[redacted]
**	Add (+) or Deduct (-)				[redacted]
	TOTAL AMOUNT BID (ITEM C + D + E)				[redacted]

Total: $8,915,699.95

** Provision is made for Bidder to include an addition or deduction in his bid, if he wishes, to reflect any last minute adjustments in price. The addition or deduction, if made, will be applied proportionately to the bid for items for pipe installation in A, B, or C as applicable.

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 300 **(to Substantial Completion)**

TOTAL CONSECUTIVE CALENDAR DAYS: 390 **(to Final Completion)**

(not to exceed 365 consecutive calendar days to Substantial Completion / 425 consecutive calendar days to Final Completion).

Offeror 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 **substantially complete** the project within **365 Consecutive Calendar Days** with **final completion** within **425 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **$2,000.00** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$500.00** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors. Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing. The Offeror agrees that this proposal shall be good for a period of **sixty (60)** calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror 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 proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

Offerors 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 proposal 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 proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.

_____ Offeror's Initials

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Proposal Bond in the sum of 5% of Total Bid Dollars ($5% of Bid), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal 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 proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

Offeror understands and agrees that the contract to be executed by Offeror shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Offerors.

Pursuant to Texas Local Government Code 252.043(g), a competitive sealed proposal that has been opened may not be changed for the purpose of correcting an error in the proposal price. THEREFORE, ANY CORRECTIONS TO THE PROPOSAL PRICE MUST BE MADE ON THE PROPOSAL SUBMITTAL FORM PRIOR TO PROPOSAL OPENING.

Date: November 19, 2020

Authorized Signature

David R. Burkhart
(Printed or Typed Name)

Garney Companies, Inc.
Company
1700 Swift Street
Address
Kansas City, Clay
City, County
Missouri, 64116
State Zip Code
Telephone: 816 - 741-4600
Fax: 816 - 741-4488
Email: dburkhart@garney.com
FEDERAL TAX ID or SOCIAL SECURITY No.

44-0658613

(Seal if Offeror is a Corporation)

GARNEY COMPANIES INC. CORPORATE SEAL STATE OF MISSOURI

ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 11/6/2020
Addenda No. 2 Date 11/12/2020
Addenda No. 3 Date 11/13/2020
Addenda No. _____ Date _____

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

City of Lubbock, TX
RFP 21-15477-JM
Low Head C Supply Pipeline
Reference Form

Please list three references of current customers who can verify the quality of service your company provides. The City prefers users of similar size and scope of work. **Please do not use the City of Lubbock.**

REFERENCE ONE

Government/ Company Name: Lubbock Economic Development Alliance

Address: 1500 Broadway St #6, Lubbock, TX 79401

Contact Person and Title: John Osborne - President & CEO

Phone: (806) 749-4500 Fax: (806) 749-4501

REFERENCE TWO

Government/ Company Name: North Texas Municipal Water District

Address: 505 E. Brown Street, Wylie, TX 75098

Contact Person and Title: Steve Long - Program Manager

Phone: (469) 626-4713 Fax: N/A

REFERENCE THREE

Government/ Company Name: Crane County Water District

Address: 115 W 8th Street, Crane, TX 79731

Contact Person and Title: Dru Gravens - City Administrator and Operator of Crane County Water District

Phone: (432) 558-3563 Fax: (432) 558-1011

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Contractors Statement of Qualifications

Individual contractors and joint ventures submitting a bid must complete the following evaluation information for the Project. Joint ventures shall be composed of not more than two firms and each firm must complete separate evaluations. Evaluation information must be submitted at time of bid submittal. Failure to submit the following Bidder Evaluation information may result in the OWNER considering the bid non-responsive and result in rejection of the bid by the OWNER. Bidders are to provide any additional information requested by the OWNER.

In evaluating a firm's qualifications, the following major factors will be considered:

A. FINANCIAL CAPABILITY:

For this project, the CONTRACTOR'S financial capability to undertake the project will be determined by the CONTRACTOR'S ability to secure bonding satisfactory to the OWNER.

B. EXPERIENCE:

Do the organization and key personnel have appropriate technical experience on similar projects?

C. SAFETY:

Does the organization stress and support safety as an important function of the work process?

D. QUALITY OF WORK:

(1) Does the organization have a commitment to quality in every facet of their work - the process as well as the product?

(2) Does the organization have a written quality philosophy and/or principles that exemplifies their work? If so, submit as Attachment "A".

(3) Has this organization ever received an award or been recognized for doing "quality" work on a project? If so, give details under Attachment "A".

E. CONFORMANCE TO CONTRACT DOCUMENTS:

(1) Does the organization have a commitment and philosophy to construct projects as designed and as defined in the Contract Documents?

The OWNER reserves the right to waive irregularities in determining the firm's qualifications and reserves the right to require the submission of additional information.

The qualifications of a firm shall not deprive the OWNER of the right to accept a bid, which in its judgement is the lowest and best bid, to reject any and all bids, to waive irregularities in the bids, or to reject nonconforming, non-responsive, or conditional bids. In addition, the OWNER reserves the right to reject any bid where circumstances and developments have in the opinion of the OWNER changed the qualifications or responsibility of the firm.

Material misstatements on the qualifications forms may be grounds for rejection of the firm's bid on this project. Any such misstatement, if discovered after award of the contract to such firm, may be grounds for immediate termination of the contract. Additionally, the firm will be liable to the OWNER for any additional costs or damages to the OWNER resulting from such misstatements, including costs and attorney's fees for collecting such costs and damages.

Complete the following information for your organization:

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Contractor's General Information

Organization Doing Business As	Garney Companies, Inc.					
Business Address of Principle Office	1700 Swift Street					
	North Kansas City, MO 64116					
Telephone Numbers						
Main Number	(816) 741-4600					
Fax Number	(816) 741-4488					
Web Site Address	https://www.garney.com					
Form of Business (Check One)	✓	A Corporation		A Partnership		An Individual
If a Corporation						
Date of Incorporation	1961					
State of Incorporation	Missouri					
Chief Executive Officer's Name	Michael H. Heitmann					
President's Name	Scott Parrish					
Vice President's Name(s)	Timothy Behler					
	Stephen Ford					
	Matthew Foster					
	Greg Harris					
	Wayne O'Brien					
	Jason Seubert					
	Tony Kempf					
Secretary's Name	Tom Roberts					
Treasurer's Name	N/A					
If a Partnership						
Date of Organization	N/A					
State whether partnership is general or limited						
If an Individual						
Name	N/A					
Business Address						
Identify all individuals not previously named which exert a significant amount of business control over the organization						
The list above completes the list of individuals.						
Garney is a 100% employee owned company.						
Indicators of Organization Size						
Average Number of Current Full Time Employees	1,550		Average Estimate of Revenue for the Current Year		$1 Billion	

Contractor's Organizational Experience

Organization Doing Business As	Garney Companies, Inc.
Business Address of Regional Office	1031 Andrews Highway, Ste. 304C
	Midland, Texas 79701
Name of Regional Office Manager	Matt Foster
Telephone Numbers	
Main Number	(816) 853-1778
Fax Number	N/A
Web Site Address	https://www.garney.com

Organization History

List of names that this organization currently, has or anticipates operating under over the history of the organization, including the names of related companies presently doing business:

Names of Organization	From Date	To Date
Garney Companies, Inc.	1961	Present
Garney Pacific, Inc.	2014	Present
Garney Federal, Inc.	2015	Present
Garney P3, LLC	2017	Present

List of companies, firms or organizations that own any part of the organization.

Name of companies, firms or organization	Percent Ownership
Garney Holding Company is the parent organization of all subsidiaries above.	100%

Construction Experience

Years experience in projects similar to the proposed project:

As a General Contractor	59	As a Joint Venture Partner	N/A

Has this or a predecessor organization ever defaulted on a project or failed to complete any work awarded to it?	No
If yes provide full details in a separate attachment. See attachment No.	N/A
Has this or a predecessor organization been released from a bid or proposal in the past ten years?	No
If yes provide full details in a separate attachment. See attachment No.	N/A
Has this or a predecessor organization ever been disqualification as a bidder or proposer by any local, state, or federal agency within the last five years?	No
If yes provide full details in a separate attachment. See attachment No.	N/A
Is this organization or your proposed surety currently in any litigation or contemplating litigation?	Yes
If yes provide full details in a separate attachment. See attachment No.	See Attachment
Has this or a predecessor organization ever refused to construct or refused to provide materials defined in the contract documents?	No
If yes provide full details in a separate attachment. See attachment No.	N/A

*See attached litigation on the following page

CURRENT PENDING LITIGATION

Garney has had the following claims arising from a contract that resulted in litigation or arbitration. Details of these circumstances are in the table below.

Name	Project	Subject Matter	Status
Snyder Environmental Services	Washington Suburban Sanitary Commission	Snyder Environmental Services brought suit against Garney's sureties to recover $250,000 withheld when Garney supplemented Snyder's workforce to mitigate certain delays attributable to Snyder. The case was settled on favorable terms before an answer was filed.	Settlement
City of Olathe, Kansas	Olathe WTP #3	The City of Olathe Kansas v Carollo/Garney LLC, District Court of Johnson County, Kansas Cas No. 20CV00100: The City of Olathe filed suit against Carollo/Garney Joint Venture as well as Garney Companies, Inc. in its individual capacity as the contractor and Carollo in its individual capacity as the design engineer related to design related issues which City alleges required the replacement of a tank. All parties agree that the issue is solely related to design-related services provided by Carollo, which has agreed to defend and indemnify Garney from any liability. Accordingly, the City has agreed to dismiss Garney in its individual capacity from the lawsuit. Carollo's professional liability insurer is covering the claim and providing a defense.	Pending
Michels	Vista Ridge Water Supply Project	Garney is involved in an arbitration with Michels in which claims it incurred certain costs related to an alleged differing site condition experienced on a project located in Texas and in which Michels served as the tunneling subcontractor. Garney has denied Michel's claim and has additionally withheld certain monies from Michels for damage it sustained in the form of, among other things, delays and extended general conditions.	Pending

Contractor's Proposed Key Personnel

Organization Doing Business As	Garney Companies, Inc.

Proposed Project Organization

Provide a brief description of the managerial structure of the organization and illustrate with an organizational cart. Include the title and names of key personnel. Include this chart at an attachment to this description. See attachment No.

Garney Companies, Inc. is a subsidiary of Garney Holding Company. Corporate functions such as payroll, accounts payable, accounts receivable, risk management, human relations, etc. are provided by Garney Holding Company, which is located in North Kansas City, Missouri. From an operations perspective, the company is organized into three basic regions with officers and area managers located in the various offices within those regions. Each of our projects is staffed and managed on a regional basis with a corporate officer within the region being the designated Principal-in-Charge.

Provide a brief description of the managerial structure proposed for this project and illustrate with an organizational cart. Include the title and names of proposed key personnel and alternates. Include this chart at an attachment to this description. See attachment No. Please reference the Team Organizational Chart featuring the proposed project team following the Corporate Organizational Chart.

David Burkhart, Director of Texas Pipe Operations, is responsible for overall management of pipeline projects in the Central region. Taylor Kennedy, Project Manager, will serve as the primary point-of-contact for the City of Lubbock and will be responsible for project management on the site. Superintendent, Justin Kurdupski, will oversee crews during construction. Alonso Gomez, Project Safety Officer, will develop the project-specific site safety plan and work with Justin to ensure safety procedures are being followed by all staff on-site. Although quality control management for the project will be assigned to Quality Control Manager, Sam Parrack, all employee-owners take responsibility for the project's overall quality.

Experience of Key Personnel

Provide information on the key personnel proposed for this project that will provide the following key functions. Provide information for candidates for each of these positions on the pages for each of these key personnel. Also provide biographical information for each primary and alternate candidate as an attachment. The biographical information must include the following as a minimum: technical experience, managerial experience, education and formal training, work history which describes project experience, including the roles and responsibilities for each assignment, and primary language. Additional information highlighting experience which makes them the best candidate for the assignment should also be included.

Role	Primary Candidate	Alternate Candidate
Project Manager	Taylor Kennedy	Ryan Moloney
Project Superintendent	Justin Kurdupski	Kyle Bienhoff
Project Safety Officer	Alonso Gomez	Dan Stanton
Quality Control Manager	Sam Parrack	Jeremy Bradley

If key personnel are to fulfill more than one of the roles listed above, provide a written narrative describing how much time will be devoted to each function, their qualifications to fulfill each role and the percentage of their time that will be devoted to each role. If the individual is not to be devoted solely to this project, indicate how time it to be divided between this project and their other assignments.

Proposed Project Managers

Organization Doing Business As	Garney Companies, Inc.	
Primary Candidate		
Name of Individual	Taylor Kennedy	
Years of Experience as Project Manager	4 Years	
Years of Experience with this organization	4 Years	
Number of similar projects as Project Manager	6 Projects	
Number of similar projects in other positions	3 Projects	
Current Project Assignments		
Name of Assignment	Percent of Time Used for this Project	Estimated Project Completion Date
Lubbock Pump Station No. 7	70%	February 2021
Well Field Expansion and Water System Upgrades	30%	May 2021

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Dru Gravens	Name	Joe Mangrem
Title/ Position	City Manager	Title/ Position	Project Manager
Organization	Crane County Water District	Organization	Enprotec / Hibbs & Todd, Inc.
Telephone	(432) 558-3563	Telephone	(325) 698-5560
E-mail	dru@cityofcranetexas.com	E-mail	joe.mangrem@e-ht.com
Project	Well Field Expansion and Water System Upgrades	Project	Hogan Wadley Elevated Storage Tanks Improvements
Candidate role on Project	Project Manager	Candidates role on Project	Project Manager

Alternate Candidate		
Name of Individual	Ryan Moloney	
Years of Experience as Project Manager	8 Years	
Years of Experience with this organization	8 Years	
Number of similar projects as Project Manager	10 Projects	
Number of similar projects in other positions	0 Projects	
Current Project Assignments		
Name of Assignment	Percent of Time Used for this Project	Estimated Project Completion Date
Surface Water Supply Project - Segment 3 - Contract S3-A4	100%	December 2020

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Alisa Gruber	Name	Chris Noe
Title/ Position	Pipeline Project Manager	Title/ Position	Senior Project Manager
Organization	Chiang, Patel & Yerby, Inc.	Organization	Pape-Dawson Engineers
Telephone	(210) 798-2303	Telephone	(815) 482-7081
E-mail	agruber@cpyi.com	E-mail	CNoe@pape-dawson.com
Project	Vista Ridge Water Supply Project	Project	Vista Ridge Water Supply Project
Candidate role on Project	Assistant Project Manager	Candidate role on Project	Assistant Project Manager

Proposed Project Superintendent

Organization Doing Business As	Garney Companies, Inc.	
Primary Candidate		
Name of Individual	Justin Kurdupski	
Years of Experience as Project Superintendent	15 Years	
Years of Experience with this organization	5 Years	
Number of similar projects as Superintendent	13 Projects	
Number of similar projects in other positions	0 Projects	
Current Project Assignments		
Name of Assignment	Percent of Time Used for this Project	Estimated Project Completion Date
Ranch Creek Canal Improvements	100%	November 2020

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Richard Dos Landsheft	Name	Brian McEwen
Title/ Position	Inspector	Title/ Position	Field Welding Division Manager
Organization	Parkhill	Organization	Mountain Man Welding and Fabrication
Telephone	(915) 533-6811	Telephone	(720) 854-8716
E-mail	Unknown	E-mail	bmcewen@mountainmanwelding.com
Project	T-Bar Extension	Project	Multiple Projects in Colorado
Candidate role on Project	Superintendent	Candidate role on Project	Superintendent

Alternate Candidate		
Name of Individual	Kyle Bienhoff	
Years of Experience as Project Superintendent	7 Years	
Years of Experience with this organization	7 Years	
Number of similar projects as Superintendent	11 Projects	
Number of similar projects in other positions	0 Projects	
Current Project Assignments		
Name of Assignment	Percent of Time Used for this Project	Estimated Project Completion Date
North Garland Pipelines Condition Assessment: North Garland Pipeline No. 1 Repairs	100%	December 2020

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Dru Gravens	Name	Kyle Krueger
Title/ Position	City Manager	Title/ Position	General Manager
Organization	Crane County Water District	Organization	Parkhill
Telephone	(432) 558-3563	Telephone	(806) 473-3698
E-mail	dru@cityofcranetexas.com	E-mail	kkruger@team-psc.com
Project	Well Field Expansion and Water System Upgrades	Project	Well Field Expansion and Water System Upgrades
Candidate role on Project	Superintendent	Candidate role on Project	Superintendent

Proposed Project Safety Officer

Organization Doing Business As	Garney Companies, Inc.
Primary Candidate	
Name of Individual	Alonso Gomez
Years of Experience as Project Safety Officer	15 Years
Years of Experience with this organization	1 Year
Number of similar projects as Safety Officer	5 Projects
Number of similar projects in other positions	0 Projects
Current Project Assignments	

Name of Assignment	Percent of Time Used for this Project	Estimated Project Completion Date
Bois d'Arc Lake - Raw Water Pipeline and Leonard WTP to McKinney No. 4 Treated Water Pipeline (CMAR)	100%	November 2021

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

Name	Corie Pyburn	Name	Randell Hall
Title/ Position	Safety Director	Title/ Position	Owner
Organization	Schwob Energy Services	Organization	Safety Fit
Telephone	(469) 203-9379	Telephone	(682) 351-8611
E-mail	cpyburn@schwobenergy.com	E-mail	randallhall@safetyfitllc.com
Project	Bois d'Arc Lake - Raw Water Pipeline and Leonard WTP to McKinney No. 4 Treated Water Pipeline	Project	EOG Resources Cyro Plant, Cotulla TX
Candidate role on Project	Safety Officer	Candidate role on Project	Safety Officer

Alternate Candidate	
Name of Individual	Dan Stanton
Years of Experience as Project Safety Officer	21 Years
Years of Experience with this organization	13 Years
Number of similar projects as Safety Officer	10 Projects
Number of similar projects in other positions	0 Projects
Current Project Assignments	

Name of Assignment	Percent of Time Used for this Project	Estimated Project Completion Date
Bois d'Arc Lake - Raw Water Pipeline and Leonard WTP to McKinney No. 4 Treated Water Pipeline (CMAR)	100%	November 2021

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

Name	Nick Jones	Name	Carlos Dominguez
Title/ Position	Safety Manager	Title/ Position	Director - Risk Managemenet, Claims, and Safety
Organization	Fort Collins Utilities - City of Fort Collins, CO	Organization	Kodiak Building Partners
Telephone	(970) 420-9547	Telephone	(720) 202-6410
E-mail	njones@fcgov.com	E-mail	carlos.dominguez@kodiakbp.com
Project	Various Projects	Project	Various Projects
Candidate role on Project	Safety Officer	Candidate role on Project	Safety Officer

Proposed Project Quality Control Manager

Organization Doing Business As	Garney Companies, Inc.	
Primary Candidate		
Name of Individual	Sam Parrack	
Years of Experience as Quality Control Manager	3 Years	
Years of Experience with this organization	3 Years	
Number of similar projects as Quality Manager	3 Projects	
Number of similar projects in other positions	0 Projects	
Current Project Assignments		
Name of Assignment	Percent of Time Used for this Project	Estimated Project Completion Date
Radium Reduction Project Transmission I	100%	September 2021

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Scott Humble	Name	Ricky Pena
Title/ Position	Senior Asset Optimization Coordinator	Title/ Position	Project Inspector
Organization	Center Point Energy	Organization	Project Surveillance, Inc.
Telephone	(713) 855-7836	Telephone	(713) 540-0479
E-mail	scott.humble@centerpointenergy.com	E-mail	ricky@projectsurveillance.com
Project	Surface Water Supply Project - Segment 3 - Contract S3-A4	Project	Surface Water Supply Project - Segment 3 - Contract S3-A4
Candidate role on Project	Quality Control Manager	Candidate role on Project	Quality Control Manager

Alternate Candidate		
Name of Individual	Jeremy Bradley	
Years of Experience as Quality Control Manager	4 Years	
Years of Experience with this organization	4 Years	
Number of similar projects as Quality Manager	3 Projects	
Number of similar projects in other positions	1 Project	
Current Project Assignments		
Name of Assignment	Percent of Time Used for this Project	Estimated Project Completion Date
Sabine River Pump Station Project	100%	February 2021

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Coleman Green	Name	Isaac A Brooks
Title/ Position	Engineer III	Title/ Position	Construction Services
Organization	Pape-Dawson Engineers, Inc.	Organization	Freese and Nichols, Inc.
Telephone	(210) 375-9000	Telephone	(832) 456-4719
E-mail	CGreen@pape-dawson.com	E-mail	Isaac.Brooks@freese.com
Project	Vista Ridge Water Supply Project	Project	Sabine River Water Supply Project
Candidate role on Project	Quality Control Manager	Candidate role on Project	Quality Control Manager

Contractor's Project Experience and Resources

Organization Doing Business As	Garney Companies, Inc.

Projects

Provide a list of major projects that are currently underway, or have been completed within the last ten years on Attachment A *See attached Attachment A

Provide a description of your organizations approach to completing this project to provide best value for the Owner. Including a description of your approach in the following areas: *See attached Project Approach

1. Contract administration
2. Management of subcontractor and suppliers
3. Time management
4. Cost control
5. Quality management
6. Project site safety
7. Managing changes to the project
8. Managing equipment
9. Meeting HUB / MWBE Participation Goal

Equipment

Provide a list of major equipment proposed for use on this project. Attach Additional Information if necessary

Equipment Item	Primary Use on Project	Own	Will Buy	Lease
CAT 349 Excavator	Lead excavator	X		
CAT 336 Excavator	Backfill excavator	X		
DEERE 624 Loader	Material handling	X		
CAT D6 Dozer	ROW Work	X		
Water Truck	Compaction/Dust Control			X
DEERE 310 Backhoe	Misc Work	X		
*Please reference our Equipment Master List attached following the Project Approach.				

Division of Work between Organization and Subcontractor

What work will the organization complete using its own resources?

Excavating trench and pipe installation, appurtenance installation, tunnel carrier pipe installation, easement restoration, hydrostatic testing

What work does the organization propose to subcontract on this project?

Construction staking, asphalt, tunneling/boring, SWPPP inspection/maintenance, material haul off trucking, electrical works, welding

Contractor's Subcontractors and Vendors

Organization Doing Business As	Garney Companies, Inc.

Project Subcontractors

Provide a list of subcontractors that will provide more than 10 percent of the work (based on contract amounts

Name	Work to be Provided	Est. Percent of Contract	HUB/MWBE Firm
DH Underground	Tunnels	13%	
Lonestar Paving	Paving	10%	
LEMC Electric	Electrical ; Instrumentation	< 10%	

Provide information on the proposed key personnel, project experience and a description of past relationship and work experience for each subcontractor listed above using the Project Information Forms.

Equipment Vendors

Provide a list of major equipment proposed for use on this project. Attach Additional Information if necessary

Vendor Name	Equipment / Material Provided	Furnish Only	Furnish and Install	HUB/MWBE Firm
Benmark Supply	Supply House ; Valves	X		

r

Project Information

Project Owner	Midland Co. Fresh Water Supply District No. 1	Project Name	T-Bar Extension

General Description of Project

Installation of 23,662 LF of 48" C303 and L301 mortar-lined steel, 47,450 LF of 16" C905 PVC, and 8,870 LF of 12" C900 PVC water distribution lines. Also included three hand tunnels totaling of 1,047 LF of 66" and 30"; five steel casing horizontal directional drills including totaling 580 LF of 12" and 16"; three HDPE slick horizontal directional drills totaling 55 LF of 2", 4", and 16"; construction of a 2 MG elevated steel water storage tank; installation of 46 manholes ranging from 60" to 96"; chlorination injection facility; flow control valve structure; and two hot taps.

Project Budget and Schedule Performance

Budget History

	Amount	% of Bid Amount
Bid	$21,590,649	
Change Orders		
Owner Enhancements	$3,728,943	
Unforeseen Conditions		
Design Issues		
Total	$3,728,943	17.3%
Final Cost	$25,319,592	

Schedule Performance

	Date	Days
Notice to Proceed	09/01/2012	
Contract Substantial Completion Date at Notice to Proceed	12/31/2013	486
Contract Final Completion Date at Notice to Proceed	11/22/2016	1543
Change Order Authorized Substantial Completion Date	11/22/2016	1543
Change Order Authorized Final Completion Date	11/22/2016	1543
Actual / Estimated Substantial Completion Date	11/22/2016	1543
Actual / Estimated Final Completion Date	11/22/2016	1543

Key Project Personnel

	Project Manager	Project Sup	Safety Officer	Quality Control Manager
Name	John Sedbrook	Justin Kurdupski	Jamie Blystone	Daniel Murray
Percentage of Time Devoted to the Project	100%	100%	20%	100%
Proposed for this Project	No	Yes	No	No
Did Individual Start and Complete the Project?	Yes	Yes	Yes	Yes
If not, who started or completed the project in their place.	N/A	N/A	N/A	N/A
Reason for change.	N/A	N/A	N/A	N/A

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	Kyle Krueger	Design Engineer	Parkhill	(806) 473-3698	kkrueger@team-psc.com
Designer	Zane Edwards	Firm Principal	Parkhill	(806) 473-2200	zedwards@team-psc.com
Construction Manager	Matt Foster	Principal-in-charge	Garney Companies, Inc.	(816) 746-7219	mfoster@garney.com
Surety	Brian Cooper	Managing Director	Arthur J. Gallagher	(415) 288-1620	brian_cooper@ajg.com

Issues / Disputes Resolved or Pending Resolution by Arbitration, Litigation or Dispute Review Boards

Number of Issues Resolved	N/A	Total Amount involved in Resolved Issues	N/A	Number of Issues Pending	N/A	Total Amount involved in Resolved Issues	N/A

Project Information

Project Owner	City of Lubbock, TX	Project Name	Bailey County Well Field Supply Pipeline - Contract B

General Description of Project

Installation of 36,645 LF 30" and 7,923 LF 36" C-303 bar wrapped pipe, 14 blow-off valves, 16 air release valves, two butterfly valves, and 990 LF of 54" tunneled bores that includes one railroad crossing and a connection to an existing 45" waterline.

Project Budget and Schedule Performance

Budget History

	Amount	% of Bid Amount
Bid	$9,144,464	
Change Orders		
Owner Enhancements	$527,323	
Unforeseen Conditions		
Design Issues		
Total	$527,323	5.7%
Final Cost	$9,671,787	

Schedule Performance

	Date	Days
Notice to Proceed	04/14/2014	
Contract Substantial Completion Date at Notice to Proceed	01/12/2015	273
Contract Final Completion Date at Notice to Proceed	02/11/2015	303
Change Order Authorized Substantial Completion Date	05/31/2015	412
Change Order Authorized Final Completion Date	06/30/2015	442
Actual / Estimated Substantial Completion Date	05/31/2015	412
Actual / Estimated Final Completion Date	06/30/2015	442

Key Project Personnel

	Project Manager	Project Sup	Safety Officer	Quality Control Manager
Name	John Sedbrook	Reg Pare	Dan Stanton	Jarrod Weber
Percentage of Time Devoted to the Project	100%	100%	25%	100%
Proposed for this Project	No	No	Yes	No
Did Individual Start and Complete the Project?	Yes	Yes	Yes	Yes
If not, who started or completed the project in their place.	N/A	N/A	N/A	N/A
Reason for change.	N/A	N/A	N/A	N/A

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	Josh Kristinek	Water Utility Manager	City of Lubbock, TX	(806) 775-3397	jkristinek@mail.ci.lubbock.tx.u
Designer	Nick Lester	Principal	Freese and Nichols	(817) 735-7393	ncl@freese.com
Construction Manager	N/A	N/A	N/A	N/A	N/A
Surety	Brian Cooper	Managing Director	Arthur J. Gallagher	(415) 288-1620	brian_cooper@ajg.com

Issues / Disputes Resolved or Pending Resolution by Arbitration, Litigation or Dispute Review Boards

Number of Issues Resolved	N/A	Total Amount involved in Resolved Issues	N/A	Number of Issues Pending	N/A	Total Amount involved in Resolved Issues	N/A

Project Information

Project Owner	City of Abilene, TX	Project Name	PK Second Stage Drought Strategy - Transmission System

General Description of Project

Installation of 76,895 LF of 12" SDR-21 PVC RO concentrate pipeline, 85,705 LF of 36" C303 bar-wrapped pipe, 53 each 14" HDDs totaling 13,260 LF and a 3,374 LF 36" HDD under Hubbard Creek Reservoir, 15 auger bores totaling 1,811 LF, rock trenching, tie-ins, pressure sustaining valve vault structure, flow meter vault structure, and surge modifications to existing RCCP lines.

Project Budget and Schedule Performance

Budget History			Schedule Performance		
	Amount	% of Bid Amount		Date	Days
Bid	$35,000,000		Notice to Proceed	12/18/2014	
Change Orders			Contract Substantial Completion Date at Notice to Proceed	09/25/2015	281
Owner Enhancements	$3,527,386		Contract Final Completion Date at Notice to Proceed	12/13/2015	360
Unforeseen Conditions			Change Order Authorized Substantial Completion Date	01/27/2017	771
Design Issues			Change Order Authorized Final Completion Date	01/27/2017	771
Total	$3,527,386	10%	Actual / Estimated Substantial Completion Date	01/27/2017	771
Final Cost	$38,527,386		Actual / Estimated Final Completion Date	01/27/2017	771

Key Project Personnel

	Project Manager	Project Sup	Safety Officer	Quality Control Manager
Name	John Sedbrook	Walt Sinclair	Dan Stanton	Daniel Murray
Percentage of Time Devoted to the Project	100%	100%	100%	100%
Proposed for this Project	No	No	Yes	No
Did Individual Start and Complete the Project?	Yes	Yes	Yes	Yes
If not, who started or completed the project in their place.	N/A	N/A	N/A	N/A
Reason for change.	N/A	N/A	N/A	N/A

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	N/A	N/A	City of Abilene, TX	N/A	N/A
Designer	Colden Rich	Project Manager	Enprotec/Hibbs & Todd, Inc.	(325) 698-6390	colden.rich@e-ht.com
Construction Manager	John Sedbrook	Senior Project Manager	Garney Construction	(303) 335-6155	jsedbrook@garney.com
Surety	Brian Cooper	Managing Director	Arthur J. Gallagher	(415) 288-1620	brian_cooper@ajg.com

Issues / Disputes Resolved or Pending Resolution by Arbitration, Litigation or Dispute Review Boards

Number of Issues Resolved	N/A	Total Amount involved in Resolved Issues	N/A	Number of Issues Pending	N/A	Total Amount involved in Resolved Issues	N/A

Project Information

Project Owner	Crane County Water District	Project Name	Well Field Expansion and Water System Improvements

General Description of Project

Rehabilitation of nine steel storage tanks and three well fields consisting of 52 wells which require collection pipe repairs, a new well field with 20 wells, and associated electrical, and road restoration, and pad sites. The installation of 18,131 LF of 6" and 8" PVC from the existing well fields and 37,435 LF of 4" to 12" PVC from the new well field terminating at the City with new manholes and ARVs. The pump station work includes the rebuild of three raw water vertical split case pump stations and pad sites including site clearing, grubbing, new site piping and valve/meter vaults, a generator and site lighting, and replacement of all existing pump process piping, pumps, and HVAC.

Project Budget and Schedule Performance

Budget History			Schedule Performance		
	Amount	% of Bid Amount		Date	Days
Bid	$23,000,000		Notice to Proceed	03/08/2016	
Change Orders			Contract Substantial Completion Date at Notice to Proceed		
Owner Enhancements	$6,353,052		Contract Final Completion Date at Notice to Proceed	09/01/2017	542
Unforeseen Conditions			Change Order Authorized Substantial Completion Date	07/31/2020	1,606
Design Issues			Change Order Authorized Final Completion Date	08/28/2020	1,634
Total	$6,353,052	27.6%	Actual / Estimated Substantial Completion Date	07/31/2020	1,606
Final Cost	$29,353,052		Actual / Estimated Final Completion Date	08/28/2020	1,634

Key Project Personnel

	Project Manager	Project Sup	Safety Officer	Quality Control Manager
Name	John Sedbrook / Taylor Kennedy	Kyle Bienhoff	Dan Stanton	Alex Baker
Percentage of Time Devoted to the Project	100%	100%	100%	100%
Proposed for this Project	Yes	Yes	Yes	No
Did Individual Start and Complete the Project?	Yes	Yes	Yes	Yes
If not, who started or completed the project in their place.	N/A	N/A	N/A	N/A
Reason for change.	N/A	N/A	N/A	N/A

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	Dru Gravens	City Manager	Crane County Water District	(432) 558-3563	dru@cityofcranetexas.com
Designer	Ryan Kennerly	Design Engineer	Parkhill, Smith, and Cooper, Inc.	(806) 473-3685	rkennerly@team-psc.com
Construction Manager	John Sedrook	Senior Project Manager	Garney Construction	(303) 335-6155	jsedbrook@garney.com
Surety	Brian Cooper	Managing Director	Arthur J. Gallagher	(415) 288-1620	brian_cooper@ajg.com

Issues / Disputes Resolved or Pending Resolution by Arbitration, Litigation or Dispute Review Boards

Number of Issues Resolved	N/A	Total Amount involved in Resolved Issues	N/A	Number of Issues Pending	N/A	Total Amount involved in Resolved Issues	N/A

Project Information

Project Owner	Lubbock Economic Development Alliance	Project Name	LEDA Monsanto Potable Water Line Extension

General Description of Project

Installation of 12,500 LF of 12" PVC waterline, seven 18" steel cased horizontal directional drill (HDD) bores totaling 1,260 LF, 220 LF of slick HDD bores, six combination air/vacuum relief valves in 48" manholes, four blow-off appurtenances, and three fire hydrant assemblies.

Project Budget and Schedule Performance

Budget History			Schedule Performance		
	Amount	% of Bid Amount		Date	Days
Bid	$1,369,910		Notice to Proceed	03/04/2016	
Change Orders			Contract Substantial Completion Date at Notice to Proceed	08/31/2016	180
Owner Enhancements			Contract Final Completion Date at Notice to Proceed	09/08/2016	188
Unforeseen Conditions			Change Order Authorized Substantial Completion Date	09/08/2016	188
Design Issues			Change Order Authorized Final Completion Date	09/30/2016	210
Total	-$2,026	0.15%	Actual / Estimated Substantial Completion Date	09/08/2016	188
Final Cost	$1,367,884		Actual / Estimated Final Completion Date	09/30/2016	210

Key Project Personnel

	Project Manager	Project Sup	Safety Officer	Quality Control Manager
Name	John Sedbrook	N/A	Dan Stanton	Brian Rush
Percentage of Time Devoted to the Project	100%	N/A	100%	100%
Proposed for this Project	No	N/A	Yes	No
Did Individual Start and Complete the Project?	Yes	N/A	Yes	Yes
If not, who started or completed the project in their place.	N/A	N/A	N/A	N/A
Reason for change.	N/A	N/A	N/A	N/A

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	John Osborne	President & CEO	LEDA	(806) 749-4500	john.orsborne@lubbockeda.o
Designer	Ryan Kennerly	Design Engineer	Parkhill, Smith, and Cooper, Inc.	(806) 473-3685	rkennerly@team-psc.com
Construction Manager	John Sedbrook	Senior Project Manager	Garney Construction	(303) 335-6155	jsedbrook@garney.com
Surety	Brian Cooper	Managing Director	Arthur J. Gallagher	(415) 288-1620	brian_cooper@ajg.com

Issues / Disputes Resolved or Pending Resolution by Arbitration, Litigation or Dispute Review Boards

Number of Issues Resolved	N/A	Total Amount involved in Resolved Issues	N/A	Number of Issues Pending	N/A	Total Amount involved in Resolved Issues	N/A

Project Information

Project Owner	Winkler Midstream LLC	Project Name	Winkler Services Water Transmission Infrastructure

General Description of Project

Construction of a raw water pump station with two 500 hp vertical turbine pumps and a rated capacity of 10.5 MGD, as well as 62,970 LF of 24" and 32,675 LF of 20" PVC waterlines.

Project Budget and Schedule Performance

Budget History			Schedule Performance		
	Amount	% of Bid Amount		Date	Days
Bid	$14,357,000		Notice to Proceed	12/04/2017	
Change Orders			Contract Substantial Completion Date at Notice to Proceed	06/23/2018	201
Owner Enhancements			Contract Final Completion Date at Notice to Proceed	06/23/2018	201
Unforeseen Conditions			Change Order Authorized Substantial Completion Date	06/23/2018	201
Design Issues			Change Order Authorized Final Completion Date	06/23/2018	201
Total			Actual / Estimated Substantial Completion Date	06/23/2018	201
Final Cost	$14,357,000		Actual / Estimated Final Completion Date	06/23/2018	201

Key Project Personnel

	Project Manager	Project Sup	Safety Officer	Quality Control Manager
Name	John Sedbrook	Kyle Bienhoff	Dan Stanton	Taylor Kennedy
Percentage of Time Devoted to the Project	100%	100%	100%	100%
Proposed for this Project	No	Yes	Yes	Yes, in a different role
Did Individual Start and Complete the Project?	Yes	Yes	Yes	Yes
If not, who started or completed the project in their place.	N/A	N/A	N/A	N/A
Reason for change.	N/A	N/A	N/A	N/A

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ Position	Organization	Telephone	E-mail
Owner	Ron Yair	Managing Parnter	Winkler Midstream LLC	(646) 961-3271	ron@corecapital.com
Designer	Ryan Kennedy	Principal, Water Resources	Parkhill	(817) 649-3216	rkennedy@team-psc.com
Construction Manager	Matt Foster	Principal-in-Charge	Garney Companies, Inc.	(816) 746-7219	mfoster@garney.com
Surety	Brian Cooper	Managing Director	Arthur J. Gallagher	(415) 288-1620	brian_cooper@ajg.com

Issues / Disputes Resolved or Pending Resolution by Arbitration, Litigation or Dispute Review Boards

Number of Issues Resolved	N/A	Total Amount involved in Resolved Issues	N/A	Number of Issues Pending	N/A	Total Amount involved in Resolved Issues	N/A

*See Project Profiles on the following pages

City of Lubbock, TX
Insurance Requirement Affidavit

To Be Completed by Offeror
Must be submitted with Proposal

I, the undersigned Offeror, certify that the insurance requirements contained in this proposal document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this proposal.

CORPORATE SEAL

Contractor (Original Signature)

David R. Burkhart
Contractor (Print)

CONTRACTOR'S BUSINESS NAME: Garney Companies, Inc.
(Print or Type)

CONTRACTOR'S FIRM ADDRESS: 1700 Swift Street

Kansas City, Missouri 64116

NOTE TO CONTRACTOR

If the time requirement specified above is not met, the City has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572.

RFP 21-15477-JM Low Head C Supply Pipeline

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Safety Record Questionnaire

The City of Lubbock City Council desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and consider the safety records of potential contractors prior to awarding proposals on City contracts. Pursuant to Section 252.0435 of the Local Government Code, City of Lubbock has adopted the following written definition and criteria for accurately determining the safety record of a proposer prior to awarding proposals on City contracts.

The definition and criteria for determining the safety record of a proposer for this consideration shall be:

The City of Lubbock shall consider the safety record of the offerors in determining the responsibility thereof. The City may consider any incidence involving worker safety or safety of the citizens of the City of Lubbock, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor. Specifically, the City may consider, among other things:

a. Complaints to, or final orders entered by, the Occupational Safety and Health Review Commission (OSHRC), against the proposer for violations of OSHA regulations within the past three (3) years.

b. Citations (as defined below) from an Environmental Protection Agency (as defined below) for violations within the past five (5) years. Environmental Protection Agencies include, but are not necessarily limited to, the U.S. Army Corps of Engineers (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), the Texas Natural Resource Conservation Commission (TNRCC) (predecessor to the TCEQ), the Texas Department of State Health Services (DSHS), the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection or worker safety related laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.

c. Convictions of a criminal offense within the past ten (10) years, which resulted in bodily harm or death.

d. Any other safety related matter deemed by the City Council to be material in determining the responsibility of the offeror and his or her ability to perform the services or goods required by the proposal documents in a safe environment, both for the workers and other employees of offeror and the citizens of the City of Lubbock.

In order to obtain proper information from offerors so that City of Lubbock may consider the safety records of potential contractors prior to awarding proposals on City contracts, City of Lubbock requires that offerors answer the following four (4) questions and submit them with their proposals:

QUESTION ONE

Has the offeror, or the firm, corporation, partnership, or institution represented by the offeror, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES__X_____ NO_____

If the offeror has indicated YES for question number one above, the offeror must provide to City of Lubbock, with its proposal submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

_____Offeror's Initials

QUESTION TWO

Has the offeror, or the firm, corporation, partnership, or institution represented by the offeror, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations, of any kind or type, within the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.

YES_____ NO__X__

If the offeror has indicated YES for question number two above, the offeror must provide to City of Lubbock, with its proposal submission, the following information with respect to each such conviction:

Date of offense or occurrence, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

QUESTION THREE

Has the offeror, or the firm, corporation, partnership, or institution represented by offeror, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

YES_____ NO__X__

If the offeror has indicated YES for question number three above, the offeror must provide to City of Lubbock, with its proposal submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, in any, and penalty assessed.

QUESTION FOUR

Provide your company's Experience Modification Rate and supporting information: 0.61

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.

Signature

GARLAND COMPANY, INC. CORPORATE SEAL STATE OF MISSOURI

Director of Texas Pipe Operations

Title

City of Lubbock, TX
RFP 21-15477-JM
Suspension and Debarment Certification

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME: Garney Companies, Inc.

FEDERAL TAX ID or SOCIAL SECURITY No. 44-0658613

Signature of Company Official: _____

GARNEY COMPANIES, INC. CORPORATE SEAL STATE OF MISSOURI

Printed name of company official signing above: David R. Burkhart

Date Signed: November 19, 2020

City of Lubbock, TX
House Bill 89 Verification
RFP 21-15477-JM

I, David R. Burkhart (Person name), the undersigned representative of (Company or Business Name) Garney Companies, Inc. (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. **Does not boycott Israel currently; and**
2. **Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Lubbock acting by and through City of Lubbock.**

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

November 19, 2020
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

GARNEY COMPANIES, INC. CORPORATE SEAL STATE OF MISSOURI

PROPOSED LIST OF SUB-CONTRACTORS

	Company Name	Location	Services Provided	Minority Owned Yes	Minority Owned No
1.	DH Underground	Albuquerque, NM	Tunneling	☐	☑
2.	Lonestar Piping	Lubbock, Tx	Piping	☐	☑
3.	ACME Electric	Lubbock, Tx	Electrical & Instrumentation	☐	☑
4.	Benmark Supply	Midland, Tx	Supply House	☐	☑
5.				☐	☐
6.				☐	☐
7.				☐	☐
8.				☐	☐
9.				☐	☐
10.				☐	☐
11.				☐	☐
12.				☐	☐
13.				☐	☐
14.				☐	☐
15.				☐	☐
16.				☐	☐

THIS FORM SHALL BE COMPLETED AND RETURNED ALONG WITH YOUR PROPOSAL
IF NO SUB-CONTRACTORS WILL BE USED PLEASE INDICATE SO

SUBMITTED BY:

Garney Companies, Inc.
(PRINT NAME OF COMPANY)

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POST-CLOSING DOCUMENT REQUIREMENTS

The below-listed document must be received in the Purchasing and Contract Management Office Not Later Than **SEVEN BUSINESS DAYS** after the close date when proposals are due.

FINAL LIST OF SUB-CONTRACTORS

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FINAL LIST OF SUB-CONTRACTORS

	Company Name	Location	Services Provided	Minority Owned Yes	Minority Owned No
1.	D&H Underground	Albuquerque, NM	Tunneling	☐	☒
2.	Lonestar Paving	Lubbock, TX	Asphalt Paving	☐	☒
3.	ACME Electric	Lubbock, TX	Electrical and Instrumentation	☐	☒
4.				☐	☐
5.				☐	☐
6.				☐	☐
7.				☐	☐
8.				☐	☐
9.				☐	☐
10.				☐	☐
11.				☐	☐
12.				☐	☐
13.				☐	☐
14.				☐	☐
15.				☐	☐
16.				☐	☐

SUBMITTED BY:

Garney Companies, Inc
(PRINT NAME OF COMPANY)

THIS FORM SHALL BE COMPLETED AND RETURNED NOT LATER THAN SEVEN BUSINESS DAYS AFTER THE CLOSE DATE WHEN PROPOSALS ARE DUE

IF NO SUB-CONTRACTORS WILL BE USED PLEASE INDICATE SO

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PAYMENT BOND

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STATUTORY PAYMENT BOND PURSUANT TO SECTION 2253.021(a) OF THE TEXAS GOVERNMENT CODE (CONTRACTS MORE THAN $50,000)

KNOW ALL MEN BY THESE PRESENTS, that **Garney Companies, Inc.** (hereinafter called the Principal(s), as Principal(s), and The Continental Insurance Company and Liberty Mutual Insurance Company

(hereinafter called the Surety(s), as Surety(s), are held and firmly bound unto the City of Lubbock (hereinafter called the Obligee), in the amount of **Eight Million Nine Hundred Fifteen Thousand Six Hundred Ninety Nine Dollars Ninety Five cents ($8,915,699.95)** lawful money of the United States for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the **12th** day of **January, 2021 to RFP 21-15477-JM Low Head C Supply Pipeline**

and said Principal under the law is required before commencing the work provided for in said contract to execute a bond in the amount of said contract which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Section 2253.021(a) of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal (s) and Surety (s) have signed and sealed this instrument this 13th day of January 2021.

The Continental Insurance Company
Surety

*By: _____
(Title)
K. Zerounian, Attorney-In-Fact

Liberty Mutual Insurance Company

*By: _____
K. Zerounian, Attorney-In-Fact

Garney Companies, Inc.
(Company Name)

By: David Burkhart
(Printed Name)

By: _____
(Signature)

Director
(Title)

The undersigned surety company represents that it is duly qualified to do business in Texas, and hereby designates Howard Cowan **an agent resident in Lubbock County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.**

The Continental Insurance Company
Surety

*By: _____
K. Zerounian, Attorney-In-Fact

Liberty Mutual Insurance Company
Surety

* By: _____
(Title)
K. Zerounian, Attorney-In-Fact

Approved as to form:

City of Lubbock

By: _____
City Attorney

*** Note: If signed by an officer of the Surety Company there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, we must have copy of power of attorney for our files.**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On January 13, 2021 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared K. Zerounian,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

PC02 M. MOODY PC02
COMM. #2225134
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Jan. 8, 2022

WITNESS my hand and official seal.

Signature _____ **(Seal)**

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, K Zerounian, Susan Hecker, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Robert P Wrixon, Virginia L Black, Maureen O'Connell, Susan M Exline, Julia Ortega, Gillian Bhaskaran, Brittany Kavan, Thuyduong Le, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of August, 2020.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 3rd day of August, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

J. MOHR NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 13th day of January, 2021.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On January 13, 2021 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared K. Zerounian,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M. MOODY
COMM. #2225134
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Jan. 8, 2022
PC02 PC02

Signature _____ (Seal)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204086-024125**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino, Brittany Kavan, Gillian Bhaskaran, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re, M. Moody, Maureen O'Connell, R.A Bass, Robert P. Wrixon, Susan Hecker, Susan M. Exline, Thuyduong Le, Virginia L. Black

all of the city of San Francisco state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of August, 2020.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of August, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of JANUARY 2021

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

PERFORMANCE BOND

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STATUTORY PERFORMANCE BOND PURSUANT TO SECTION 2253.021(a) OF THE TEXAS GOVERNMENT CODE (CONTRACTS MORE THAN $100,000)

KNOW ALL MEN BY THESE PRESENTS, that **Garney Companies, Inc.** (hereinafter called the Principal(s), as Principal(s), and The Continental Insurance Company and Liberty Mutual Insurance Company

(hereinafter called the Surety(s), as Surety(s), are held and firmly bound unto the City of Lubbock (hereinafter called the Obligee), in the amount of **Eight Million Nine Hundred Fifteen Thousand Six Hundred Ninety Nine Dollars and Ninety Five Cents ($8,915,699.95)** lawful money of the United States for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the **12th day of January, 2021 to RFP 21-15477-JM Low Head C Supply Pipeline**

and said principal under the law is required before commencing the work provided for in said contract to execute a bond in the amount of said contract which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Section 2253.021(a) of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal (s) and Surety (s) have signed and sealed this instrument this 13th day of January, 2021.

The Continental Insurance Company
Surety

* By: _____
(Title)
K. Zerounian, Attorney-In-Fact

Liberty Mutual Insurance Company

*By: _____
K. Zerounian, Attorney-In-Fact

Garney Companies, Inc.
(Company Name)

By: David Burkhart
(Printed Name)

By: _____
(Signature)

Director
(Title)

The undersigned surety company represents that it is duly qualified to do business in Texas, and hereby designates Howard Cowan **an agent resident in Lubbock County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.**

The Continental Insurance Company
Surety

*By: _____
K. Zerounian, Attorney-In-Fact

Liberty Mutual Insurance Company
Surety

***By:** _____
(Title)
K. Zerounian, Attorney-In-Fact

Approved as to Form

City of Lubbock

By: _____
City Attorney

*** Note: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, we must have copy of power of attorney for our files.**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On January 13, 2021 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared K. Zerounian,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M. MOODY
COMM. #2225134
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Jan. 8, 2022
PC02 PC02

Signature _____ **(Seal)**

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, K Zerounian, Susan Hecker, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Robert P Wrixon, Virginia L Black, Maureen O'Connell, Susan M Exline, Julia Ortega, Gillian Bhaskaran, Brittany Kavan, Thuyduong Le, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of August, 2020.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 3rd day of August, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 13TH day of JANUARY, 2021.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On JANUARY 13, 2021 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared K. Zerounian,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PC02 M. MOODY COMM. #2225134 NOTARY PUBLIC-CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Jan. 8, 2022 PC02

Signature _____ **(Seal)**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204086-024125**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino, Brittany Kavan, Gillian Bhaskaran, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re, M. Moody, Maureen O'Connell, R.A Bass, Robert P. Wrixon, Susan Hecker, Susan M. Exline, Thuyduong Le, Virginia L. Black

all of the city of San Francisco state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of August, 2020.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of August, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13TH day of JANUARY 2021

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. 30118015.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

Telephone: 1-877-672-6115

Liberty Mutual.
SURETY

TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance
Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS
AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros
de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiena una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

CERTIFICATE OF INSURANCE

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CERTIFICATE OF INSURANCE

TO: CITY OF LUBBOCK
P.O. BOX 2000,
LUBBOCK, TX 79401

DATE:_____

TYPE OF PROJECT:_____

THIS IS TO CERTIFY THAT _____ (Name and Address of Insured) is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the typed of insurance and in accordance with the provisions of the standard policies used by this company, the further hereinafter described. Exceptions to standard policy noted hereon.

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EFFECTIVE DATE	LIMITS
GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occurrence ☐ Owner's & Contractors Protective ☐ _____ $_____				General Aggregate $_____ Products-Comp/Op AGG $_____ Personal & Adv. Injury $_____ Each Occurrence $_____ Fire Damage (Any one Fire) $_____ Med Exp (Any one Person)
AUTOMOTIVE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ _____				Combined Single Limit $_____ Bodily Injury (Per Person) $_____ Bodily Injury (Per Accident) $_____ Property Damage $_____
GARAGE LIABILITY ☐ Any Auto ☐ _____				Auto Only - Each Accident $_____ Other than Auto Only: Each Accident $_____ Aggregate $_____
☐ *BUILDER'S RISK* ☐ 100% of the Total Contract Price ☐ *INSTALLATION FLOATER*				$_____ $_____
EXCESS LIABILITY ☐ Umbrella Form ☐ Other Than Umbrella Form				Each Occurrence $_____ Aggregate $_____ $_____
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY The Proprietor/ Partners/Executive Officers are: ☐ Included ☐ Excluded				Statutory Limits Each Accident $_____ Disease Policy Limit $_____ Disease-Each Employee $_____
OTHER				

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than the legal time required after the insured has received written notice of such change or cancellation, or in case there is no legal requirement, in less than five days in advance of cancellation.

FIVE COPIES OF THE CERTIFICATE OF INSURANCE

MUST BE SENT TO THE CITY OF LUBBOCK

_____
(Name of Insurer)

By:_____

Title:_____

The Insurance Certificates Furnished shall name the City of Lubbock as Additional Insured on Auto General Liability and provide a Waiver of Subrogation in favor of the City of Lubbock. **THE ADDITIONAL INSURED ENDORSEMENT SHALL INCLUDE PRODUCTS AND COMPLETE OPERATIONS.**

C O N T R A C T O R C H E C K L I S T

A CONTRACTOR SHALL:

_____ (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filling of any coverage agreements;

_____ (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

_____ (3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;

_____ (4) obtain from each person providing services on a project, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

_____ (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

_____ (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

_____ (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

PROOF OF COVERAGE SHALL BE FURNISHED TO THE CITY OF LUBBOCK IN THE FORM OF A CERTIFICATE OF INSURANCE. THE INSURANCE CERTIFICATES FURNISHED SHALL NAME THE CITY OF LUBBOCK AS ADDITIONAL INSURED ON AUTO/GENERAL LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS TO INCLUDE PRODUCTS OF COMPLETE OPERATIONS. PROVIDE A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF LUBBOCK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TO THE OWNER ALL PROOF OF COVERAGE INSURANCE DOCUMENTS INCLUDING WORKERS COMPENSATION COVERAGE FOR EACH SUBCONTRACTOR. COPIES OF THE ENDORSEMENTS ARE REQUIRED.

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment and materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-305-7238 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage." and contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(D) obtain from each other person with whom it contracts, and provide to the contractor:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(F) notify the governmental entity in writing by certified mail or personal delivery, within (ten) 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(G) contractually require each other person with whom it contracts, to perform as required by paragraphs (A) - (H), with the certificate of coverage to be provided to the person for whom they are providing services.

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CONTRACT

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Contract 15477

STATE OF TEXAS
COUNTY OF LUBBOCK

THIS AGREEMENT, made and entered into this **12th** day of **January, 2021** by and between the City of Lubbock, County of Lubbock, State of Texas, acting by and through the Mayor, City of Lubbock, thereunto authorized to do so, hereinafter referred to as OWNER, and **Garney Companies, Inc.** of the City of **Kansas City**, County of **Clay** and the State of **Missouri** hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER and under the conditions expressed in the bond bearing even date herewith (if any) the CONTRACTOR hereby agrees with OWNER to commence and complete the construction of certain improvements described as follows:

RFP 21-15477-JM Low Head C Supply Pipeline

and all extra work in connection therewith, under the terms as stated in the contract documents and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the contract documents as defined in the General Condition of Agreement. **Garney Companies, Inc.'s.** Proposal dated **November 19, 2020** is incorporated into and made a part of this agreement.

The CONTRACTOR hereby agrees to commence work within ten days after the date written notice to do so shall have been given to him and to substantially complete same within the time specified in the contract documents.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract in accordance with the proposal submitted therefore, subject to additions and deductions, as provided in the contract documents and to make payment on account thereof as provided therein.

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

CONTRACTOR:

Garney Companies, Inc.

GARNEY COMPANIES, INC. CORPORATE SEAL STATE OF MISSOURI

By: _____
PRINTED NAME: DAVID BURKHART
TITLE: DIRECTOR

COMPLETE ADDRESS:

Garney Companies, Inc.
1700 Swift Street
Kansas City, Missouri, 64116

ATTEST:

Tom Roberts
Corporate Secretary

CITY OF LUBBOCK, TEXAS (OWNER):

By: _____
Daniel M. Pope, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Michael G. Keenum
Public Works Engineering

Michael G. Keenum 1/26/21
Name (Printed) Date

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

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CONFLICT OF INTEREST QUESTIONNAIRE CHAPTER 176

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CONFLICT OF INTEREST QUESTIONNAIRE CHAPTER 176

FOR VENDOR DOING BUSINESS WITH LOCAL GOVERNMENTAL ENTITY

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

Businesses and individuals doing business with the City need to file conflict of interest questionnaires with the Office of the City Secretary's Office. Local government officers are also required to file when a conflict exists.

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

By law this questionnaire must be filed with the City Secretary's Office of the local governmental entity no later than the 7th business day after the date the vendor becomes aware of the facts that require the statement to be filled.

Chapter 176 of the Local Government Code requires the City Manager and Council Members to file a Conflicts Disclosure Statement regarding their relationships with City vendors (including bidders and potential vendors).

The law also requires that any vendor who contracts, or seeks to contract, with the City for the sale or purchase of property, goods or services (including a bidder on a City contract) file a "Conflict of Interest Questionnaire" regarding the vendor's business relationships, if any, with Council Members or the City Manager.

Compliance is the responsibility of each individual, business or agent who is subject to the law's filing requirement. Questions about compliance should be directed to your legal counsel.

Office of the City Secretary
1314 Avenue K, Floor 10
Lubbock, Texas, 79401

Questionnaire is available at https://ci.lubbock.tx.us/departments/purchasing/vendor-information

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CHAPTER 46. DISCLOSURE OF INTERESTED PARTIES

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Texas Government Code 2252.908
Disclosure of Interested Parties
Form 1295

House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency.

§2252.908, Texas Government Code requires the commission to adopt rules necessary to implement the new disclosure requirement and to prescribe the disclosure form. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section. House Bill 1295 provides that §2252.908 applies only to a contract entered into on or after January 1, 2016.

An interested party is defined as a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

Contractors are required to acquire Form 1295 via the Texas Ethics Commission website. This requires registration, generation of Form 1295 with a unique Certificate Number & filing date, printing the form, signing the form, and returning the form to City of Lubbock Purchasing & Contract Management Department.

Once the form is received by the Purchasing and Contract Management Department, the Buyer associated with the project will log-in to the Texas Ethics Commission portal and acknowledge receipt of the form not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract. This will complete the form for the contract with which the form is associated. The completed form will be made available via the Texas Ethics Commission website.

Form 1295 can be generated via the Texas Ethics Commission web portal. The website and detailed instructions are located at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PLEASE DO NOT COMPLETE FORM 1295 UNTIL YOU HAVE BEEN NOTIFIED OF CONTRACT AWARD AND REQUESTED TO ELECTRONICALLY FILE FORM 1295 WITH THE TEXAS ETHICS COMMISSION.

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GENERAL CONDITIONS OF THE AGREEMENT

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GENERAL CONDITIONS OF THE AGREEMENT

1. OWNER

Whenever the word Owner, or First Party, are used in this contract, it shall be understood as referring to the City of Lubbock, Texas.

2. CONTRACTOR

Whenever the word Contractor, or Second Party, is used, it shall be understood to mean the person, persons, co-partnership or corporation, to wit **Garney Companies, Inc.** who has agreed to perform the work embraced in this contract, or their legal representative.

3. OWNER'S REPRESENTATIVE

Whenever the word Owner's Representative or representative is used in this contract, it shall be understood as referring to, City of Lubbock, or its representative **Josh Kristinek, Assistant City Engineer** so designated who will inspect constructions; or to such other representatives, supervisors, architects, engineers, or inspectors as may be authorized by said Owner to act in any particular under this agreement. Engineers, supervisors or inspectors will act for the Owner under the direction of Owner's Representative, but shall not directly supervise the Contractor or persons acting on behalf of the Contractor.

4. CONTRACT DOCUMENTS

The contract's documents shall consist of the Notice to Offerors, General Instructions to Offerors, Proposal, Signed Agreement, Statutory Bonds (if required), General Conditions of the Agreement, Special Conditions of the Agreement (if any), Specifications, Plans, Insurance Certificates, and all other documents made available to Offeror for inspection in accordance with the Notice to Offerors. The above described materials are sometimes referred to herein as the "contract" or "contract documents".

5. INTERPRETATION OF PHRASES

Whenever the words "Directed," "Permitted," "Designated," "Required," "Considered Necessary," "Prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Owner's Representative is intended; and similarly, the words "Approved," "Acceptable," "Satisfactory," or words of like import shall mean approved by or acceptable or satisfactory to the Owner's Representative.

6. SUBCONTRACTOR

The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor for performance of work on the project contemplated by these contract documents. Owner shall have no responsibility to any Subcontractor employed by Contractor for performance of work on the project contemplated by these contract documents, but said Subcontractors will look exclusively to Contractor for any payments due Subcontractor. The City reserves the right to approve or disapprove the selection of any subcontractor(s).

7. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent certified mail to the last business address known to the party who gives the notice.

8. CONTRACTOR'S RESPONSIBILITIES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have well known, technical or trade meaning shall be held to refer such recognized standards.

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

9. SUBSTANTIALLY COMPLETED

The term "Substantially Completed" is meant that the structure or project contemplated by the contract documents has been made suitable for use or occupancy or the facility is in a condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

10. LAYOUT

Except as specifically provided herein, the Contractor shall be responsible for laying out all work and shall accomplish this work in a manner acceptable to the Owner's Representative. The Owner's Representative will check the Contractor's layout of all major structures and any other layout work done by the Contractor at Contractor's request, but this check does not relieve the Contractor of the responsibility of correctly locating all work in accordance with the Plans and Specifications.

11. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

The Contractor shall be furnished ten copies of all Plans and Specifications without expense to Contractor and Contractor shall keep one copy of same consistently accessible on the job site.

12. RIGHT OF ENTRY

The Owner's Representative may make periodic visits to the site to observe the progress or quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. Owner's Representative will not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the work, nor will Owner's Representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. Notwithstanding the Owner's Representative's rights of entry hereunder, the Owner's Representative will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

13. LINES AND GRADES

The Contractor is responsible for construction layout based on the control provided in the construction documents. All lines and grades shall be furnished whenever Owner's Representative (as distinguished from Resident Project Representative(s)) deems said lines and grades are necessary for the commencement of the work contemplated by these contract documents or the completion of the work contemplated by these contract documents. Whenever necessary, Contractor shall suspend its work in order to permit Owner's Representative to comply with this requirement, but such suspension will be as brief as practical and Contractor shall be allowed no extra compensation therefore. The Contractor shall give the Owner's Representative ample notice of the time and place where lines and grades will be needed. All stakes, marks, etc., shall be carefully preserved by the Contractor, and in case of careless destruction or removal by Contractor, its Subcontractors, or its employees, such stakes, marks, etc., shall be replaced by the Owner's Representative at Contractor's expense.

14. OWNER'S REPRESENTATIVE'S AUTHORITY AND DUTY

Unless otherwise specified, it is mutually agreed between the parties to this Agreement that the Owner's Representative (as distinguished from Resident Project Representative(s))has the authority to review all work included herein. The Owner's Representative has the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The Owner's Representative shall, in all cases, determine the amounts and quantities of the several kinds of work which are to be paid for under the contract documents, and shall determine all questions in relation to said work and the construction thereof, and shall, in all cases, decide every question which may arise relative to the execution of this contract on the part of said Contractor. The decision of the Owner's Representative shall be conclusive in the absence of written objection to same delivered to Owner's Representative within fifteen (15) calendar days of any decision or direction by Owner's Representative. In the absence of timely written objection by Contractor, as provided herein, any and all objection or objections shall be deemed waived.

15. SUPERINTENDENCE AND INSPECTION

It is agreed by the Contractor that the Owner's Representative shall be and is hereby authorized to appoint from time to time such subordinate engineers, supervisors, or inspectors, as distinguished from Resident Project Representative, as the said Owner's Representative may deem proper to inspect the materials furnished and the work done under this Agreement, and to see that said material is furnished and said work is done in accordance with the specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the subordinate engineers, supervisors or inspectors for the proper inspection and examination of the work. The Contractor shall regard and obey the directions and instructions of any subordinate engineers, supervisors or inspectors so appointed, when such directions and instructions are consistent with the obligations of this Agreement and accompanying plans and specifications provided, however, should the Contractor object to any orders by any subordinate engineer, supervisor or inspector, the Contractor may within fifteen (15) calendar days make written appeal to the Owner's Representative for its decision. In the absence of timely written objection by Contractor, as provided herein, any and all objection or objections shall be deemed waived.

16. CONTRACTOR'S DUTY AND SUPERINTENDENCE

The Contractor shall give personal attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to Owner's Representative. The superintendent shall represent the Contractor in its absence and all directions given to superintendent shall be binding as if given to the Contractor. It is expressly agreed that adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the work and lack of such supervision shall be grounds for suspending operations of the Contractor.

The work, from its commencement to completion, shall be under the exclusive charge and control of the Contractor and all risk in connection therewith shall be borne by the Contractor.

The Owner or Owner's Representatives shall not be responsible for the acts or omissions of the Contractor, or any subcontractors, or any of Contractor's agents or employees, or any other persons performing any of the work.

17. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the confirmation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions, and all other matters which in any way affect the work under the contract documents. No oral agreement or conversation with any officer, agent, or employee of the Owner, or Owner's Representative either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. Subject to the rights of Owner as set forth in Paragraph 23 hereof, all modifications

and/or amendments to the contract documents, shall be in writing, and executed by Owner's Representative and Contractor.

Unless otherwise specified herein, all loss, expense or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance and the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

18. CHARACTER OF WORKERS

The Contractor agrees to employ only orderly and competent workers, skillful in the performance in the type of work required under this contract, to do the work; and agrees that whenever the Owner's Representative shall inform Contractor in writing that any person or persons on the work, are, in Owner's Representative's sole opinion, incompetent, unfaithful, disorderly, or otherwise unacceptable to Owner or Owner's Representative, such person or persons shall be discharged from the work and shall not again be employed on the work without the Owner's Representative's written consent.

19. CONSTRUCTION PLANT

The Contractor shall provide all labor, tools, equipment, machinery and materials necessary in the prosecution and completion of this contract where it is not otherwise specifically provided that Owner shall furnish same, and it is also understood that Owner shall not be held responsible for the care, preservation, conservation, or protection of any materials, tools, equipment or machinery or any part of the work until it is finally completed and accepted.

The building of structures for the housing of workers or equipment will be permitted only at such places as the Owner's Representative shall consent or direct, and the sanitary conditions of the grounds in or about such structure shall at all times be maintained in a manner satisfactory to the Owner's Representative.

20. SANITATION

Necessary sanitary conveniences for the use of laborers on the work site, properly secluded from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as shall be approved by the Owner's Representative and their use shall be strictly enforced.

21. OBSERVATION AND TESTING

The Contractor is responsible for construction quality control testing, cost, and reporting of the type and extent required by the contract documents. The Owner or Owner's Representative shall have the right at all times to observe and test the work. Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location wherever such work is in preparation or progress. Contractor shall ascertain the scope of any observation that may be contemplated by Owner or Owner's Representative and shall give ample notice as to the time each part of the work will be ready for such observation. Owner or Owner's Representative may reject any such work found to be defective or not in accordance with the contract documents, regardless of the stage of its completion or the time or place of discovery of such errors and regardless of whether Owner's Representative has previously accepted the work. If any such work should be covered without approval or consent of the Owner, it must, if requested by Owner or Owner's Representative, be uncovered for examination at Contractor's expense. In the event that any part of the work is being fabricated or manufactured at a location where it is not convenient for Owner or Owner's Representative to make observations of such work or require testing of said work, then in such event Owner or Owner's Representative may require Contractor to furnish Owner or Owner's Representative certificates of inspection, testing or approval made by persons competent to perform such tasks at the location where that part of the work is being manufactured or fabricated. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the contract documents.

If any such work which is required to be inspected, tested, or approved is covered up without written approval or consent of the Owner or Owner's Representative, it must, if requested by the Owner or Owner's Representative, be uncovered for observation and testing at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided herein. Any work which fails to meet the requirements of any such tests, inspections or approvals, and any work which meets the requirements of any such tests or approvals but does not meet the requirements of the contract documents shall be considered defective, and shall be corrected at the Contractor's expense.

Neither observations by the Owner or Owner's Representative, nor inspections, tests, or approvals made by Owner, Owner's Representative, or other persons authorized under the contract documents to make such inspections, tests, or approvals shall relieve the Contractor from its obligation to perform the work in accordance with the requirements of the contract documents.

22. DEFECTS AND THEIR REMEDIES

It is expressly agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the Owner or Owner's Representative as unsuitable or not in conformity with plans, specifications and/or contract documents, the Contractor shall, after receipt of written notice thereof from the Owner's Representative, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with the contract documents. It is further agreed that any remedial action contemplated as hereinabove set forth shall be at Contractor's expense.

23. CHANGES AND ALTERATIONS

The Contractor further agrees that the Owner may make such changes and alterations as the Owner may see fit, in the line, grade, form dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying bond.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of work, and the increased work can fairly be classified under the specifications, such increase shall be paid according to the quantity actually done and at the unit price established for such work under this contract; otherwise such additional work shall be paid for as provided under Extra Work. In case the Owner shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the Owner shall recompense the Contractor for any material or labor so used, and for actual expenses incurred in preparation for the work as originally planned.

24. EXTRA WORK

The term "extra work" as used in this contract shall be understood to mean and include all work that may be required by the Owner or Owner's Representative to be done by the Contractor to accomplish any change, alteration or addition to the work as shown on the plans and specifications or contract documents and not covered by Contractor's proposal, except as provided under Changes and Alterations in Paragraph 23.

It is agreed that the Contractor shall perform all extra work under the observation of the Owner's Representative when presented with a written work order signed by the Owner's Representative; subject, however, to the right of the Contractor to require written confirmation of such extra work order by the Owner. It is also agreed that the compensation to be paid to the Contractor for performing said extra work shall be determined by the following methods:

Method (A) - By agreed unit prices; or
Method (B) - By agreed lump sum; or

Method (C) - If neither Method (A) or Method (B) be agreed upon before the extra work is commenced, then the Contractor shall be paid the lesser of the following: (1) actual field cost of the extra work, plus fifteen (15%) percent to the firm actually performing the work, and additional higher-tier markups limited to 5% to cover additional overhead and insurance costs; or (2) the amount that would have been charged by a reasonable and prudent Contractor as a reasonable and necessary cost for performance of the extra work, as estimated by the Engineer and approved by the Owner..

In the event said extra work be performed and paid for under Method (C)(1), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workers, such as foremen, timekeepers, mechanics and laborers, materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such extra work, plus actual transportation charges necessarily incurred, together with all expenses incurred directly on account of such extra work, including Social Security, Old Age Benefits, Maintenance Bonds, Public Liability and Property Damage and Workers' Compensation and all other insurances as may be required by law or ordinances or directed by the Owner or Owner's Representative, or by them agreed to. Owner's Representative may direct the form in which accounts of the actual field cost shall be kept and records of these accounts shall be made available to the Owner's Representative. The Owner's Representative may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise, these matters shall be determined by the Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100%, unless otherwise specified, of the latest Schedule of Equipment and Ownership Expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written extra work order. The fifteen percent (15%) of the actual field cost to be paid to Contractor shall cover and compensate Contractor for its profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the actual field cost as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for extra work of any kind will be allowed unless ordered in writing by Owner's Representative. In case any orders or instructions appear to the Contractor to involve extra work for which Contractor should receive compensation or an adjustment in the construction time, Contractor shall prior to commencement of such extra work, make written request to the Owner's Representative for a written order authorizing such extra work. Should a difference of opinion arise as to what does or does not constitute extra work or as to the payment therefore, and the Owner's Representative insists upon its performance, the Contractor shall proceed with the work after making written request for written order and shall keep adequate and accurate account of the actual field cost thereof, as provided under Method (C) (1). If Contractor does not notify Owner's Representative before the commencement of any extra work, any claim for payment due to alleged extra work shall be deemed waived.

25. DISCREPANCIES AND OMISSIONS

It is further agreed that it is the intent of the contract documents that all work described in the proposal, the specifications, plans and other contract documents, is to be done for the prices quoted by the Contractor and that such price shall include all appurtenances necessary to complete the work in accordance with the intent of these contract documents as interpreted by Owner's Representative. **Notices of any discrepancies or omissions in these plans, specifications, or contract documents, shall be given to the Owners' Representative and a clarification obtained before the proposals are received, and if no such notice is received by the Owner's Representative prior to the opening of proposals, then it shall be deemed that the Contractor fully understands the work to be included and has provided sufficient sums in its proposal to complete the work in accordance with these plans and specifications. If Contractor does not notify Owner's Representative before offering of any discrepancies or omissions, then it shall be deemed for all purposes that the plans and specifications are sufficient and adequate for completion of the project. It is further agreed that any request for clarification must be submitted no later than five (5) calendar days prior to the opening of proposals. In the absence of a**

requested clarification for a conflict in the documents prior to proposals being reviewed, it will be assumed that the Contractor proposes the higher cost alternative on conflicts identified after proposals are reviewed.

26. RIGHT OF OWNER TO MODIFY METHODS AND EQUIPMENT

If at any time the methods or equipment used by the Contractor are found to be inadequate to secure the quality of work with the rate of progress required under this contract, the Owner or Owner's Representative may order the Contractor in writing to increase their safety or improve their character and efficiency and the Contractor shall comply with such order. If, at any time, the working force of the Contractor is inadequate for securing the progress herein specified, the Contractor shall, if so ordered in writing, increase its force or equipment, or both, to such an extent as to give reasonable assurance of compliance with the schedule of progress.

27. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC AND GENERAL INDEMNITY

The Contractor shall take out and procure a policy or policies of Workers' Compensation Insurance with an insurance company licensed to transact business in the State of Texas, which policy shall comply with the Workers' Compensation laws of the State of Texas. The Contractor shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations. The Contractor, its sureties and insurance carriers shall defend, indemnify and hold harmless the Owner and Engineer and all of its officers, agents and employees against any all losses, costs, damages, expenses, liabilities, claims and/or causes of action, whether known or unknown, fixed, actual, accrued or contingent, liquidated or unliquidated, including, but not limited to, attorneys' fees and expenses, in connection with, incident to, related to, or arising out of, the Contractor's or any subcontractor's, agent's or employee's, in any manner whatsoever, omission, execution and/or supervision of this contract, and the project which is the subject matter of this contract.

The safety precautions taken shall be the sole responsibility of the Contractor, in its sole discretion as an Independent Contractor; inclusion of this paragraph in the Agreement, as well as any notice which may be given by the Owners or the Owner's Representative concerning omissions under this paragraph as the work progresses, are intended as reminders to the Contractor of its duty and shall not be construed as any assumption of duty to supervise safety precautions by either the Contractor or any of its subcontractors.

28. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance as required in the General Conditions of the contract documents, from an underwriter authorized to do business in the State of Texas and satisfactory to the City. Proof of coverage shall be furnished to the City and written notice of cancellation or any material change will be provided ten (10) calendar days in advance of cancellation or change. All policies of insurance, required herein, including policies of insurance required to be provided by Contractor and its subcontractors, shall contain a waiver of any and all of the insurer's or payor's, in the event of self-insurance, rights to subrogation that any such insurer or payor, in the event of self-insurance, may acquire by virtue of payment of any loss under such insurance or self-insurance. All certificates of insurance submitted to the City in conformity with the provisions hereof shall establish such waiver.

The Contractor shall procure and carry at its sole cost and expense through the life of this contract, insurance protection as hereinafter specified. Coverage in excess of that specified herein also shall be acceptable. Such insurance shall be carried with an insurance company authorized to transact business in the State of Texas and shall cover all operations in connection with this contract, whether performed by the Contractor or a subcontractor, or separate policies shall be provided covering the operation of each subcontractor. A certificate of insurance specifying each and all coverages shall be submitted prior to contract execution.

PROOF OF COVERAGE SHALL BE FURNISHED TO THE CITY OF LUBBOCK IN THE FORM OF A CERTIFICATE OF INSURANCE. THE INSURANCE CERTIFICATES FURNISHED SHALL NAME THE CITY OF LUBBOCK AS ADDITIONAL INSURED ON AUTO/GENERAL LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS TO INCLUDE PRODUCTS OF COMPLETE OPERATIONS. PROVIDE A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF LUBBOCK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TO THE OWNER ALL PROOF OF COVERAGE INSURANCE DOCUMENTS INCLUDING WORKERS COMPENSATION COVERAGE FOR EACH SUBCONTRACTOR. COPIES OF THE ENDORSEMENTS ARE REQUIRED.

A. Commercial General Liability Insurance (Primary Additional Insured and Waiver of Subrogation required)

The contractor shall have Comprehensive General Liability Insurance with limits of **$1,000,000** Combined Single Limit in the aggregate and **$1,000,000** per occurrence to include:

Products & Completed Operations Hazard
Contractual Liability
Personal Injury & Advertising Injury
w/Heavy Equipment
XCU

B. Owner's and Contractor's Protective Liability Insurance – **NOT REQUIRED**

C. Comprehensive Automobile Liability Insurance (Waiver of Subrogation Required)

The Contractor shall have Comprehensive Automobile Liability Insurance with limits of not less than; Bodily Injury/Property Damage, **$1,000,000** Combined Single Limit per occurrence, to include all owned and non-owned cars including: Employers Non-ownership Liability Hired and Non-owned Vehicles.

D. Builder's Risk Insurance/Installation Floater Insurance – **NOT REQUIRED**

E. Umbrella Liability Insurance (Primary Additional Insured and Waiver of Subrogation required)

The Contractor shall have Umbrella Liability Insurance in the amount of **$4,000,000** on all contracts with coverage to correspond with Comprehensive General Liability and Comprehensive Automobile Liability coverage's.

F. Worker's Compensation and Employers Liability Insurance (Waiver of Subrogation required)

Worker's Compensation Insurance covering all employees whether employed by the Contractor or any Subcontractor on the job with Employers Liability of at least **$1,000,000**

1. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section 406.096, Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

5. The Contractor shall obtain from each person providing services on the project, and provide to the governmental entity:

   (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

   (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with whom it contracts to provide services on the project, to:

(a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(d) obtain from each other person with whom it contracts, and provide to the Contractor:

(1) a certificate of coverage, prior to the other person beginning work on the project; and

(2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(g) contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

G. Proof of Coverage

Before work on this contract is commenced, each Contractor and subcontractor shall submit to the Owner for approval five Certificates of Insurance covering each insurance policy carried and offered as evidence of compliance with the above insurance requirements, signed by an authorized representative of the insurance company setting forth:

(1) The name and address of the insured.

(2) The location of the operations to which the insurance applies.

(3) The name of the policy and type or types of insurance in force thereunder on the date borne by such certificate.

(4) The expiration date of the policy and the limit or limits of liability thereunder on the date borne by such certificate.

(5) A provision that the policy may be canceled only by mailing written notice to the named insured at the address shown in the proposal specifications.

(6) A provision that written notice shall be given to the City ten days prior to any change in or cancellation of the policies shown on the certificate.

(7) The certificate or certificates shall be on the form (or identical copies thereof) contained in the job specifications. No substitute of nor amendment thereto will be acceptable.

(8) If policy limits are paid, new policy must be secured for new coverage to complete project.

(9) A Contractor shall:

(a) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filling of any coverage agreements;

(b) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

(c) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project;

(d) obtain from each person providing services on a project, and provide to the governmental entity:

(i) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(ii) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

(g) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Texas Worker’s Compensation Act or other commission rules. This notice must be printed with a title in at least 30-point bold type and text in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 800-372-7713 or 512-804-4000 (www.tdi.state.tx.us) to receive information of the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage;" *and*

(h) contractually require each person with whom it contracts to provide services on a project, to:

(i) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(ii) provide a certificate of coverage to the Contractor prior to that person beginning work on the project;

(iii) include in all contracts to provide services on the project the following language:

> "**By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reprinting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions."**;

(iv) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(v) obtain from each other person with whom it contracts, and provide to the Contractor:

(1) a certificate of coverage, prior to the other person beginning work on the project; and

(2) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown

on the current certificate of coverage ends during the duration of the project;

(vi) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(vii) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(viii) contractually require each other person with whom it contracts, to perform as required by paragraphs **(i)-(viii)**, with the certificate of coverage to be provided to the person for whom they are providing services.

29. DISABLED EMPLOYEES

Contractors having more than fifteen (15) employees agree to comply with the Americans with Disabilities Act of 1990, and agree not to discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

30. PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN, AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES

Without limiting, in any way, manner or form, the indemnity provided by Contractor in paragraph 27 hereof, the Contractor agrees that it will indemnify and save the Owner and Engineer and all of its officers, agents and employees, harmless against any and all claims, liabilities, losses, damages, expenses and causes of action arising out of, in any way, manner or form, the demands of subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, and supplies, incurred in the performance of this contract and the project which is the subject matter of this contract. When Owner so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

31. PROTECTION AGAINST ROYALTIES OR PATENT INVENTION

The Contractor shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the Patentee or owner thereof. Without limiting, in any way, manner or form, the indemnity provided by Contractor in paragraph 27 hereof, the Contractor shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Owner and Engineer, and all of its officers, agents and employees harmless from any loss on account thereof, except that Owner shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required in these contract documents by Owner; provided, however, if choice of alternate design, device, material or process is allowed to the Contractor, then Contractor shall indemnify and save Owner, and all of its officers, agents and employees harmless from any loss on account thereof. Notwithstanding anything herein to the contrary, if the material or process specified or required by Owner and/or this contract is an infringement, the Contractor shall be responsible for such loss unless it gives written notice of such infringement to the Owner's Representative prior to offering.

32. LAWS AND ORDINANCES

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations, which in any manner affect the contract or the work, and without limiting, in any way, manner or form,

the indemnity provided by Contractor in paragraph 27 hereof, Contractor shall indemnify and save harmless the Owner and Engineer and all of its officers, agents, and employees against any claims arising from the violation of any such laws, ordinances, and regulations, whether by the Contractor, its employees, or subcontractors. If the Contractor observes that the plans and specifications are at variance therewith, he shall notify the Owner's Representative in writing prior to proposing and any necessary changes shall be adjusted as provided in the contract for changes in the work. In the absence of timely written notification to Owner's Representative of such variance or variances within said time, any objection and/or assertion that the plans and specifications are at variance with any federal, state or local laws, ordinances or regulations shall be deemed waived. If the Contractor, its employees or subcontractors perform any work contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner's Representative, Contractor shall bear all costs arising there from.

The Owner is a municipal corporation of the State of Texas and the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the Owner may enter into contracts, shall be controlling, and shall be considered as part of this contract to the same effect as though embodied herein.

33. SUBCONTRACTING

The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this contract. The Contractor further agrees that subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the Contractor from its full obligations to the Owner, as provided by the contract documents.

34. TIME FOR SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed by and between the Contractor and the Owner, that the date of beginning and time for completion as specified in the Notice to Proceed and contract documents, respectively, of work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced as provided in the contract documents.

If the Contractor should neglect, fail, or refuse to substantially complete the work within the time herein specified, then the Contractor does hereby agree as part of the consideration for the awarding of this contract, the Owner may withhold permanently from Contractor's total compensation, the sum of $**2,000.00 PER CONSECUTIVE CALENDAR DAY**, not as a penalty, but as liquidated damages for the breach of the contract as herein set forth for each and every working day that the Contractor shall be in default after the time stipulated for substantially completing the work.

If the Contractor should neglect, fail, or refuse to Finally complete the work within the time herein specified, then the Contractor does hereby agree as part of the consideration for the awarding of this contract, the Owner may withhold permanently from Contractor's total compensation, the sum of $**500.00 PER CONSECUTIVE CALENDAR DAY**, not as a penalty, but as liquidated damages for the breach of the contract as herein set forth for each and every working day that the Contractor shall fail to meet the time requirements stipulated for substantially completing the work.

It is expressly understood and agreed, by and between Contractor and the Owner, that the time for the substantial completion of the work described herein is reasonable time for the completion of the same, taking into consideration the average climatic range and conditions and usual industrial conditions prevailing in this locality. The amount is fixed and agreed upon by and between the Contractor and the Owner because the actual damages the Owner would sustain in such event would be difficult and/or impossible to estimate, however, the amount agreed upon herein is a reasonable forecast of the amount necessary to render just compensation to Owner, and is expressly agreed to be not disproportionate to actual damages as measured at time of breach.

IT IS FURTHER AGREED AND UNDERSTOOD BETWEEN THE CONTRACTOR AND OWNER THAT TIME IS OF THE ESSENCE OF THIS CONTRACT.

35. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the Contractor shall be allowed to prosecute its work in such order of precedence, and in such manner as shall be most conductive to economy of construction. The Contractor shall ensure daily prosecution of the work is conducted every business day until completed, regardless if the work will be substantially or finally complete ahead of specified deadlines in the agreement, unless the City determines time off from said prosecution is necessary or reasonable and Contractor received said determination in writing from the City. Further, when the Owner is having other work done, either by contract or by its own force, the Owner's Representative (as distinguished from the Resident Project Representative) may direct the time and manner of constructing work done under this contract so that conflicts will be avoided and the construction of the various works being done for the Owner shall be harmonized. Additionally, inclement weather shall be the only other reason consistent, daily prosecution of the work may not take place on those inclement weather days.

The Contractor shall submit, at such times as may reasonably be requested by the Owner's Representative, schedules which shall show the order in which the Contractor intends to carry on the work, with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts.

36. TIME OF PERFORMANCE

The Contractor agrees that it has submitted its proposal in full recognition of the time required for the completion of this project, taking into consideration the average climatic range and industrial conditions prevailing in this locality, and has considered the liquidated damage provisions of paragraph 34 hereinabove set forth and expressly agrees that it shall not be entitled to, nor will it request, an extension of time on this contract, except when its work has been delayed by an act or neglect of the Owner, Owner's Representative, employees of the Owner or other contractors employed by the Owner, or by changes ordered in the work, or by strike, walkouts, acts of God or the public enemy, fire or flood. Any request for extension shall be in writing with the written request for same setting forth all justifications, in detail, for the request, and submitted to Owner’s Representative within twenty (20) calendar days of the occurrence of the event causing said delay. A failure by Owner’s Representative to affirmatively grant the extension no later than within twenty (20) calendar days of written submission by Contractor shall be deemed a denial, and final. Further, in the absence of timely written notification of such delay and request for extension, as provided herein, any request for extension by Contractor shall be deemed waived.

37. HINDRANCE AND DELAYS

In executing the contract, the Contractor agrees that in undertaking to complete the work within the time herein fixed, Contractor has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays due to unusual and unanticipated circumstances, difficulties or delays in securing material or workers, or any other cause or occurrence. No charge shall be made by the Contractor for hindrance or delays from any cause during the progress of any part of the work embraced in this contract except where the work is stopped by order of the Owner or Owner's Representative for the Owner's convenience, in which event, such expense as in the sole judgment of the Owner's Representative that is caused by such stoppage shall be paid by Owner to Contractor.

38. QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind will be allowed, but the actual measured or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided. In the

event this contract is let on a unit price basis, then Owner and Contractor agree that this contract, including the specifications, plans and other contract documents are intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown, and only when same are expressly stated to be estimates, for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing their proposals offered for the work. In the event the amount of work to be done and materials to be furnished are expressly stated to be estimated, and only when same are expressly stated to be estimated, it is understood and agreed that the actual amount of work to be done and the materials to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of work done and materials furnished on the project, provided that the over run or under run of estimated quantities32 note exceed 15% of the estimated quantity.

39. PROTECTION OF ADJOINING PROPERTY

The Contractor shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which may be injured or seriously affected by any process of construction to be undertaken under this agreement, from any damage or injury by reason of said process of construction; and Contractor shall be liable for any and all claims for such damage on account of his failure to fully protect all adjacent property. Without limiting, in any way, manner and form, the indemnity provided by Contractor in paragraph 27 hereof, the Contractor agrees to indemnify, save and hold harmless the Owner and Engineer, and any of its officers, agents and employees, against any and all claims or damages due to any injury to any adjacent or adjoining property, related to, arising from or growing out of the performance of this contract.

40. PRICE FOR WORK

In consideration of the furnishing of all necessary labor, equipment and material and the completion of all work by the Contractor, and on the delivery of all materials embraced in this contract in full conformity with the specifications and stipulations herein contained, the Owner agrees to pay the Contractor the price set forth in the proposal attached hereto, which has been made a part of this contract, and the Contractor hereby agrees to receive such price in full for furnishing all materials and all labor required for the aforesaid work, also, for all expenses incurred by Contractor and for well and truly performing the same and the whole thereof in the manner and according to this agreement, the attached specifications, plans, contract documents and requirements of Owner's Representative.

41. PAYMENTS

No payments made or certificates given shall be considered as conclusive evidence of the performance of the contract, either wholly or in part, nor shall any certificate or payment be considered as acceptance of defective work. Contractor shall at any time requested during the progress of the work furnish the Owner or Owner's Representative with a verifying certificate showing the Contractor's total outstanding indebtedness in connection with the work. Before final payment is made, Contractor shall satisfy Owner, by affidavit or otherwise, that there are no outstanding liens against Owner's premises by reason of any work under the contract. Acceptance by Contractor of final payment of the contract price shall constitute a waiver of all claims against Owner, Owner’s agents and employees, which have not theretofore been timely filed as provided in this contract.

42. PARTIAL PAYMENTS

On or before the tenth day of each month, the Contractor shall submit to Owner's Representative an application for partial payment. Owner's Representative shall review said application for partial payment if submitted, and the progress of the work made by the Contractor and if found to be in order, shall prepare a certificate for partial payment showing as completely as practical the total value of the work done by the Contractor up to and including the last day of the preceding month. The determination of the partial payment by the Owner’s Representative shall be in accordance with Paragraph 14 hereof.

The Owner shall then pay the Contractor on or before the fifteenth day of the current month the total amount of the Owner's Representative's Certificate of Partial Payment, less 5% of the amount thereof, which 5% shall be retained until final payment, and further, less all previous payments and all further sums that may be retained by Owner under the terms of the contract documents.

Payment for materials on hand and delivered to the project site will be limited to 100 percent less the 5 percent standard retainage until actually incorporated into the project.

Any partial payment made hereunder shall not constitute a waiver by the Owner of any and all other rights to enforce the express terms of the contract documents, and all remedies provided therein, as to any and all work performed, to be performed and/or materials delivered hereunder, including, but limited to, work to which said partial payment is attributable.

43. SUBSTANTIAL COMPLETION

Contractor shall give Owner's Representative written notice of substantial completion. Within thirty-one (31) working days after the Contractor has given the Owner's Representative written notice that the work has been substantially completed, the Owner's Representative and/or the Owner shall inspect the work and within said time, if the work be found to be substantially completed in accordance with the contract documents, the Owner's Representative shall issue to the Owner and Contractor a certificate of substantial completion. Notwithstanding the issuance of a certificate of substantial completion, Contractor shall proceed with diligence to finally complete the work within the time provided in this contract.

44. FINAL COMPLETION AND PAYMENT

The Contractor shall give written notice to Owner's Representative of final completion. Upon written notice of final completion, the Owner's Representative shall proceed to make final measurement to determine whether final completion has occurred. If the Owner's Representative determines final completion has occurred, Owner's Representative shall so certify to the Owner. Upon certification by Owner's Representative of final completion, Owner shall pay to the Contractor on or before the 31st working day after the date of certification of final completion, the balance due Contractor under the terms of this agreement. Neither the certification of final completion nor the final payment, nor any provisions in the contract documents shall relieve the Contractor of the obligation for fulfillment of any warranty which may be required in the contract documents and/or any warranty or warranties implied by law or otherwise.

45. CORRECTION OF WORK

Contractor shall promptly remove from Owner's premises all materials condemned by the Owner's Representative on account of failure to conform to the contract documents, whether actually incorporated in the work or not, and Contractor shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract documents. Contractor shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Contractor does not remove and replace any such condemned work within a reasonable time but not to exceed 30 days after a written notice by the Owner or the Owner's Representative, Owner may remove and replace it at Contractor's expense. The Contractor shall pay all claims, cost, losses, and damages (including but not limited to all fees and charges of the engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution cost) arising out of or relating to such correction or removal.

Neither the final payment, nor certification of final completion or substantial completion, nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and Contractor shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year / two (2) years from the date of certification of final completion by Owner's Representative. In the specifications for this project, different warranties are specified for different parts

of the project. For example, a one (1) year warranty is specified for the following items: Lighting and Branch Panelboards, and Supervisory Control and Data Acquisition (SCADA) System, and a two (2) year warranty is specified for the following items: Instrumentation and Control for Process Systems, and Communications Interface Equipment. The most stringent warranty will apply in the event of conflicts within the Contract Documents.

46. PAYMENT WITHHELD

The Owner or Owner's Representative may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certification to such extent as may be necessary to protect itself from loss on account of:

(a) Defective work not remedied and/or work not performed,
(b) Claims filed or reasonable evidence indicating possible filing of claims,
(c) Damage to another contractor,
(d) Notification to owner of failure to make payments to Subcontractors or Suppliers,
(e) Failure to submit up-to-date record documents as required,
(f) Failure to submit monthly progress schedule updates or revised scheduled as requested by Owner,
(g) Failure to provide Project photographs required by Specifications.

When the above grounds are removed, or the Contractor provides a surety bond satisfactory to the Owner, in the amount withheld, payment shall be made for amounts withheld because of them.

47. CLAIM OR DISPUTE

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Owner's Representative within fifteen (15) calendar days after the Owner's Representative has given any direction, order or instruction to which the Contractor desires to take exception. Timely written notice of dispute as provided in this contract of any decision by Owner's Representative or Owner shall be a condition precedent to the bringing and/or assertion of any action or claim by Contractor of any right under this Contract. If the matters set forth in the notice of dispute are not granted or otherwise responded to by Owner's Representative within fifteen (15) calendar days of receipt of notice of dispute by Owner's Representative, said objections shall be deemed denied. Any decision by the Owner's Representative, or deemed denial by the Owner's Representative, shall be final and conclusive in the absence of fraud. It is further agreed that the acceptance by the Contractor of the final payment shall be a bar to any and all claims of the Contractor, and constitute a waiver of the right to assert any claim against Owner, Owner's agents and employees and Owner's Representative, by Contractor.

48. NON-COMPLIANCE AND/OR ABANDONMENT BY CONTRACTOR

In case the Contractor should (1) abandon and fail or refuse to resume work within fifteen (15) calendar days after written notification from the Owner or the Owner's Representative, or (2) if the Contractor fails to comply with the written orders of the Owner's Representative, when such orders are consistent with this contract, then the Surety on the bond shall be notified in writing and directed to complete the work and a copy of said notice shall be delivered to the Contractor. In the event a bond is not required by law, or otherwise obtained by the Contractor, no further notice of such non-compliance to Contractor shall be required.

After receiving said notice of abandonment or non-compliance , the Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under the contract for work, may be held for use on the work by the Owner or the Surety of the Contractor, or another contractor, in completion of the work; and the Contractor shall not receive any rental or credit therefore (except when used in connection with Extra Work, where credit shall be allowed as provided for under paragraph 24 of this contract); it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In the event the Contractor, or Surety, whichever is applicable, should fail to commence compliance with the notice hereinbefore provided within ten (10) calendar days after service of such notice, and/or shall fail to proceed with diligence to complete the project as contemplated and in compliance with all terms and provisions of the contract documents, then the Owner may exercise any and all remedies available to it pursuant to law, contract, equity or otherwise, including, but not limited to, providing for completion of the work in either of the following elective manners:

(a) The Owner may employ such force of persons and use of machinery, equipment, tools, materials and supplies as said Owner may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said Contractor, and the expense so charged shall be deducted and paid by the Owner out of such moneys as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the Contractor, then said Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said Contractor, then the Contractor and/or its Surety shall pay the amount of such excess to the Owner; or

(b) The Owner, under sealed proposals, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the Owner under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the Contractor and the Surety shall be and remain bound therefore. Should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Contractor or his Surety shall be credited therewith.

In the event the Owner's Representative elects to complete the work, as described above, when the work shall have been finally completed, the Contractor and his Surety shall be so notified and certification of completion as provided in paragraph 44 hereinabove set forth, shall be issued. A complete itemized statement of the contract accounts, certified to by Owner's Representative as being correct shall then be prepared and delivered to Contractor and his Surety, if applicable, whereon the Contractor or his Surety, or the Owner as the case may be, shall pay the balance due as reflected by said statement within 30 days after the date of certification of completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the Owner had the work been completed by the Contractor under the terms of this contract, or when the Contractor and/or his Surety, if applicable, shall pay the balance shown to be due by them to the Owner, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the Contractor and/or his Surety, if applicable. Should the cost to complete the work exceed the contract price, and the Contractor and/or his Surety, if applicable, fail to pay the amount due the Owner within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials shall be mailed to the Contractor and his Surety, if applicable, at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the Contractor and his Surety, if applicable, subject only to the duty of the Owner to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice the Owner may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor and his Surety, if applicable. Such sale may be made at either public or private sale, with or without notice, as the Owner may elect. The Owner shall release any machinery, equipment, tools, materials, or supplies that remain on the jobsite and belong to persons other than the Contractor or his Surety, if applicable, to their proper owners.

The remedies provided to Owner by law, equity, contract, or otherwise, shall be cumulative, to the extent permitted by law. It is expressly agreed and understood that the exercise by Owner of the remedies provided in this paragraph

shall not constitute an election of remedies on the part of Owner, and Owner, irrespective of its exercise of remedies hereunder, shall be entitled to exercise concurrently or otherwise, any and all other remedies available to it, by law, equity, contract or otherwise, including but not limited to, liquidated damages, as provided in paragraph 34, hereinabove set forth.

49. LIMITATION ON CONTRACTOR'S REMEDY

The remedies of Contractor hereunder shall be limited to, and Owner shall be liable only for, work actually performed by Contractor and/or its subcontractors as set forth in the contract documents, and Owner shall not be liable for any consequential, punitive or indirect loss or damage that Contractor may suffer in connection with the project which is the subject matter of this contract.

50. BONDS

The Contractor is required to furnish a performance bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds $100,000 and the Contractor is required to furnish a payment bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds $50,000. All bonds shall be submitted on forms supplied by the Owner, and executed by a Surety Company listed on the State Treasury's "Approved" list and authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished.

51. SPECIAL CONDITIONS

In the event special conditions are contained herein as part of the contract documents and said special conditions conflict with any of the general conditions contained in this contract, then in such event the special conditions shall control.

52. LOSS OR EXPENSE DUE TO UNUSUAL OR UNANTICIPATED CIRCUMSTANCES

Unless otherwise specified herein, all loss, expense or damage to the Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance or from unusual obstructions or difficulties, naturally occurring, man made or otherwise, which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at his own cost and expense.

53. INDEPENDENT CONTRACTOR

Contractor is, and shall remain, an independent contractor with full, complete and exclusive power and authority to direct, supervise, and control its own employees and to determine the method of the performance of the work covered hereby. The fact that the Owner or Owner's Representative shall have the right to observe Contractor's work during Contractor's performance and to carry out the other prerogatives which are expressly reserved to and vested in the Owner or Owner's Representative hereunder, is not intended to and shall not at any time change or effect the status of the Contractor as an independent contractor with respect to either the Owner or Owner's Representative or to the Contractor's own employees or to any other person, firm, or corporation.

54. CLEANING UP

The Contractor shall at all times keep the premises free from accumulation of debris caused by the work, and at the completion of the work Contractor shall remove all such debris and also its tools, scaffolding, and surplus materials and shall leave the work room clean or its equivalent. The work shall be left in good order and condition. In case of dispute Owner may remove the debris and charge the cost to the Contractor.

55. HAZARDOUS SUBSTANCES AND ASBESTOS

55. HAZARDOUS SUBSTANCES AND ASBESTOS

Hazardous Substances (herein so called), as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.S. §9601(14)) and the regulations promulgated thereunder, as same may be amended from time to time, hydrocarbons or other petroleum products or byproducts and/or asbestos, in any form, shall not (i) be utilized, in any way, manner or form, in the construction of, or incorporation into, the Project; or (ii) be brought upon, placed, or located, by any party, on the Project site, or any other property of the City, without the written consent of the Owner's Representative. If Contractor believes that the utilization of a Hazardous Substance, hydrocarbons or other petroleum products or byproducts and/or asbestos is necessary in the construction of the Project, or that it is necessary to place and/or otherwise locate upon the site of the Project or other property of the City, a Hazardous Substance, hydrocarbons or other petroleum products or byproducts and/or asbestos, Contractor shall notify the Owner's Representative, and request consent therefrom, at least twenty (20) days prior to such action. Owner's Representative may grant or deny the request of Contractor and provide whatever requirements such consent, if granted, is conditioned upon, in its sole and absolute discretion. If the request of Contractor is not granted, or otherwise not responded to, by Owner's Representative within five (5) days of the receipt of said request, said request shall be deemed to be denied.

In the event Owner's Representative shall consent to the request of Contractor, Contractor shall be responsible for ensuring that all personnel involved in the Project are (i) trained for the level of expertise required for proper performance of the actions contemplated by this Contract and, in particular, in all aspects of handling, storage, disposal and exposure of Hazardous Substances, hydrocarbons or other petroleum products or byproducts and/or asbestos; and (ii) are provided and utilize all protective equipment, including without limitation, personal protective gear, necessary to provide protection from exposure to Hazardous Substances, hydrocarbons or other petroleum products or byproducts and/or asbestos.

56. NONAPPROPRIATION

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 thirty (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.

57. THE CITY RIGHT TO AUDIT

At any time during the term of this Contract and for a period of four (4) years 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 under this Contract. In the event such an audit by the City reveals any errors/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.

58. NON-ARBITRATION

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.

59. CONTRACTOR ACKNOWLEDGES

Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

60. HOUSE BILL 2015

House Bill 2015 signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized $200 for each individual that has been misclassified (Texas Government Code Section 2155.001).

61. HOUSE BILL 1295: DISCLOSURE OF INTERESTED PARTIES

House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least $1 million. Instructions for completing Form 1295 are available at:
https://ci.lubbock.tx.us/departments/purchasing/vendor-information

62. TEXAS GOVERNMENT CODE SECTION 2252.15

The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

63. CHAPTER 2270 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Section 2270.002, Government Code, (a) This section applies only to a contract that:
(1) Is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

64. CONTRACTOR ACKNOWLEDGES

64. CONTRACTOR ACKNOWLEDGES

Contractor Acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

65. TEXAS PUBLIC INFORMATION ACT

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contact as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

66. HB 89

The Contractor warrants that it complies with Chapter 2270.001 of the Texas Government Code by verifying that:

(1) The Contractor does not boycott Israel; and

(2) The Contractor will not boycott Israel during the term of the Agreement.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

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CITY OF LUBBOCK WAGE DETERMINATIONS

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EXHIBIT A
City of Lubbock
Building Construction
Prevailing Wage Rates

Craft	Hourly Rate
Automatic Fire Sprinkle Fitter, Certified	28.00
Block, Brick, and Stone Mason	23.00
Carpenters-Acoustical Ceiling Installation	16.00
Carpenter-Rough	13.00
Carpenter-All other work	16.50
Caulker/Sealers	12.00
Cement & Concrete Finishers	16.67
Commercial Truck Drivers	10.26
Crane & Heavy Equipment Operator	20.00
Door & Hardware Specialist	16.00
Drywall and Ceiling Tile Installers	16.00
Drywall Finishers & Tapers	12.00
Electrician	21.21
Floor Layers-Carpet and Resilient	18.00
Floor Layers-Specialty	18.00
Floor Layers-Wood	18.00
Glaziers	17.00
Heating, Air Conditioning & Refrigeration Svc. Tech	21.31
HVAC Mechanic Helper	13.62
HVAC Sheet metal Ductwork Installer	19.30
HVAC Sheet metal Ductwork Installer Helper	13.85
Insulation Workers-Mechanical	12.00
Irrigator-Landscape Certified	13.50
Laborer: Common or General	11.65
Laborer: Mason Tender-Brick	17.00
Laborer: Mason Tender-Cement/Concrete	16.92
Laborer: Roof Tear off	11.09
Roofer	17.44
Painters (Brush, Roller & Spray)	12.00
Paper Hanger	13.00
Pipe Fitters & Steamfitters	24.10
Plaster, Stucco, Lather and EIFS Applicator	17.00
Plumber/Medical Gas Installer	22.83
Plumber Helper	14.20

EXHIBIT B
City of Lubbock
Heavy and Highway
Prevailing Wage Rates

Craft	Hourly Rate
Power Equipment Operator-Tower Crane	30.00
Hydraulic Crane Operators 60 tons & above	32.00
Operator Backhoe/Excavator/Truck hoe	20.25
Bobcat/Skid Steer/Skid Loader	15.22
Drill	16.00
Grader Blade	18.00
Loader	18.00
Mechanic	22.85
Paver (Asphalt, Aggregate, & Concrete)	17.00
Roller	15.00
Reinforcing Iron & Rebar Workers	14.33
Sheet Metal Workers, Excludes HVAC Duct Installation	21.38
Structural Iron & Steel Workers/Metal Building Erector	15.00
Asphalt Distributor Operator	16.50
Asphalt Paving Machine Operator/Spreader Box Operator	18.75
Backhoe Operator	18.00
Cement Mason/Concrete Finishers (Paving Structures)	15.00
Crane Operator (Hydraulic)	25.00
Electrician	17.50
Laborer	13.50
Laborer, Common	15.64
Laborer, Utility	13.50
Crane, Lattice Boom 80 Tons or Less	30.00
Loader/Backhoe	18.00
Roller/Other	15.00
Welder Certified/Structural Steel Weld	25.00

EXHIBIT C
City of Lubbock
Overtime
Legal Holiday
Prevailing Wage Rates

The rate for overtime (in excess of forty hours per week) shall be as required by the Fair Labor Standards Act.

The rate for legal holidays shall be as required by the Fair Labor Standard

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SPECIFICATIONS

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DIVISION 01

GENERAL REQUIREMENTS

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01 00 05 DEFINITIONS AND TERMINOLOGY

1.00 GENERAL

1.01 SPECIFICATION TERMINOLOGY

A. "Engineer" or "Architect" or “Owners Project Team (OPT)” or “Project Construction Manager (PCM)” means Freese and Nichols, Inc., Architects and Engineers, 4055 International Plaza, Ste. 200, Fort Worth, Texas 76109-4895, or its designated representative.

B. "Furnish" means to supply, deliver and unload materials and equipment at the project site ready to install.

C. "Install" means the operations at the project site including unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, training and similar operations required to prepare the materials and equipment for use, verify conformance with Contract Documents and prepare for acceptance and operation by the Owner.

D. "Provide" means to furnish and install materials and equipment.

E. "Perform" means to complete the operations necessary to comply with the Contract Documents.

F. "Indicated" means graphic representations, notes, or schedules on drawings, or other requirements in Contract Documents. Words such as "shown", "noted", "scheduled", are used to help locate the reference. No limitation on the location is intended unless specifically noted.

G. "Specified" means written representations in the bid documents or the technical specifications.

H. "Regulation" means laws, statutes, ordinances, and lawful orders issued by authorities having jurisdiction, as well as, rules, conventions, and agreements within the construction industry that control performance of work, whether they are lawfully imposed by authorities having jurisdiction or not.

I. "Installer" means an entity engaged by Contractor, either as an employee, subcontractor, or sub subcontractor to install materials and/or equipment. Installers are to have successfully completed a minimum of five projects similar in size and scope to this project, have a minimum of five years of experience in the installation of similar materials and equipment, and comply with the requirements of the authority having jurisdiction.

J. "Manufacturer" means an entity engaged by Contractor, as a subcontractor, or sub subcontractor to furnish materials and/or equipment. Manufacturers are to have a minimum of five years experience in the manufacture of materials and equipment similar in size, capacity and scope to the specified materials and equipment.

K. "Project site" means the space available to perform the work, either exclusively or in conjunction with others performing construction at the project site.

L. "Testing laboratory" means an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to only report the results of those inspections or tests.

M. "Listed" means equipment is included in a list published by a nationally recognized laboratory which makes periodic inspection of production of such equipment and states that such equipment meets nationally recognized standards or has been tested and found safe for use in a specified manner.

N. "Labeled" means equipment that embodies a valid label, symbol, or other identifying mark of a nationally recognized testing laboratory such as Underwriters Laboratories, Inc., and production is periodically inspected in accordance with nationally recognized standards or tests to determine safe use in a specified manner.

O. "Certified" used in context with materials and equipment means the material and equipment has been tested and found by a nationally recognized testing laboratory to meet specification requirements, or nationally recognized standards if requirements are not specified, and is safe for use in the specified manner. Production of the equipment must be periodically inspected by a nationally recognized testing laboratory and the equipment must bear a label, tag, or other record of certification.

"Certified" used in context with labor performance or ability to install materials and equipment means that the abilities of the proposed installer have been tested by an representative of the specified testing agency authorized to issue certificates of competency and has met the prescribed standards for certification.

"Certified" used in context with test reports, payment requests or other statements of fact means that the statements made on the document are a true statement as attested to by the certifying entity.

1.02 SPECIFICATION SENTENCE STRUCTURE

A. Specifications are written in modified brief style. Requirements apply to all work of the same kind, class, and type even though the word "all" is not stated.

B. Simple imperative sentence structure is used which places a verb as the first word in the sentence. It is understood that the words "furnish", "install", "provide", or similar words include the meaning of the phrase "The Contractor shall..." before these words.

C. It is understood that the words "directed", "designated", "requested", "authorized", "approved", "selected", or similar words include the meaning of the phrase "by the Engineer" after these words unless otherwise stated. Use of these words does not extend the Engineer's responsibility for construction supervision or responsibilities beyond those defined in the General Conditions.

D. "At no additional cost to Owner", "With no extra compensation to Contractor", "At Contractor's own expense", or similar words mean that the Contractor will perform or provide specified operation of work without any increase in the Contract Amount. It is understood that the cost for performing all work is included in the amount bid and will be performed at no additional cost to the Owner unless specifically stated otherwise.

1.03 DOCUMENT ORGANIZATION

A. The contract requirements described in the General Conditions, Supplementary Conditions and Division 1 apply to each and all specification sections unless specifically noted otherwise.

B. Organization of Contract Documents is not intended to control or to lessen the responsibility of the Contractor when dividing work among subcontractors, or to establish the extent of work to be performed by any trade, subcontractor or vendor. Specifications or details do not need to be indicated or specified in each specification or drawing. Items shown in the contract documents are applicable regardless of location in the Contract Documents.

C. Standard paragraph titles and other identifications of subject matter in the specifications are intended to aid in locating and recognizing various requirements of the specifications. Titles do not define, limit, or otherwise restrict specification text.

D. Capitalizing words in the text does not mean that these words convey special or unique meanings or have precedence over other parts of the Contract Documents. Specification text governs over titling and it is understood that the specification is to be interpreted as a whole.

E. Drawings and specifications do not indicate or describe all of the work required to complete the project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Engineer. Provide any work, materials or equipment required for a complete and functional system even if they are not detailed or specified.

1.04 INTERPRETATIONS OF DOCUMENTS

A. Comply with the most stringent requirements where compliance with two (2) or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, unless Contract Documents indicate otherwise.

1. Quantity or quality level shown or indicated shall be minimum to be provided or performed in every instance.

2. Actual installation may comply exactly with minimum quality indicated, or it may exceed that minimum within reasonable limits.

3. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for context of requirements.

4. Refer instances of uncertainty to the Engineer for a decision before proceeding.

B. Provide materials and equipment comparable in quality to similar materials and equipment incorporated in the project or as required to meet the minimum requirements of the application if the materials and equipment are shown in the drawings but are not included in the specifications.

1.05 REFERENCE STANDARDS

A. Comply with applicable construction industry standards as if bound or copied directly into the Contract Documents regardless of lack of reference in the Contract Documents. Apply provisions of the Contract Documents where Contract Documents include more stringent requirements than the referenced standards.

1. Standards referenced directly in the Contract Documents take precedence over standards that are not referenced but recognized in the construction industry as applicable.

2. Comply with standards not referenced but recognized in the construction industry as applicable for performance of the work except as otherwise limited by the Contract Documents. The Engineer determines whether code or standard is applicable, or which of several are applicable.

B. Consider a referenced standard to be the latest edition with supplements or amendments when a standard is referred to in an individual specification section but is not listed by title and date.

C. Trade association names and title of general standards are frequently abbreviated. Acronyms or abbreviations used in the Contract Documents mean the recognized name of trade association, standards generating organization, authority having jurisdiction, or other entity applicable in the context of the Contract Documents. Refer to "Encyclopedia of Associations," published by Gale Research Company.

D. Make copies of reference standards available as requested by Engineer or Owner.

1.06 SUBSTITUTIONS AND EQUAL PRODUCTS

Provide materials and equipment manufactured by the entities specifically listed in each technical specification section. Submit a Contractor's Modification Request per Section 01 33 00, Document Management for substitution of materials and equipment of manufacturers not specifically listed or for materials and equipment that does not strictly comply with the Contract Documents.

END OF SECTION

01 11 00 SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

A. Construct Work as described in the Contract Documents.

1. Provide the materials, equipment, and incidentals required to make the Project completely and fully operable.
2. Provide the labor, equipment, tools, and consumable supplies required for a complete Project.
3. Provide the civil, architectural, structural, mechanical, electrical, instrumentation, and all other Work required for a complete and operable Project.
4. Test and place the completed Project in operation.
5. Provide the special tools, spare parts, lubricants, supplies, or other materials as indicated in the Contract Documents for the operation and maintenance of the Project.
6. The Contract Documents do not indicate or describe all Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Construction Manager.

1.02 DESCRIPTION OF WORK

A. Work is described in general, non-inclusive terms as:

1. Installation of Low Head C Pipeline with pipe, valves, appurtenances, tunnels, vaults, and miscellaneous work associated with the above and as shown on the Drawings and Specifications.
2. Making tie-ins as required to connect to existing Bailey County Pipeline and to Low Head C Pump Station yard piping.
3. Installation of butterfly valves and appurtenances at tie-in location.
4. Replace one 4-inch CAV on the existing Bailey County line with an 8-inch CAV. Includes replacement of an existing flanged outlet, existing 4-inch gate valve, existing 4-inch CAV, and adjustment of vent piping.

1.03 WORK UNDER OTHER CONTRACTS

A. The following items of work are not included in this Contract, but may impact construction scheduling, testing, and startup:

Owner	Description
City of Lubbock	Low Head C Pump Station project – The new Low Head C Pump Station will push water into the Low Head C pipeline. The Low Head C Pipeline project will tie into the Low Head C Pump Station yard piping.

Owner	Description
City of Lubbock	66th Street Drainage Improvements – The City is sponsoring a project to improve drainage and storm water conveyance along 66th Street.

B. Bring any discrepancies in the list to the attention of the Construction Manager. It will be deemed that the Contractor included the more expensive listing in the Contract Price if the Contractor fails to bring any discrepancies to the attention of the Construction Manager prior to executing the Agreement.

C. Completion of the Work described in this Contract may impact the construction and testing of the items listed above.

1. Coordinate construction activities through the Construction Manager.

2. Pay claims for damages which result from the late completion of the Project or any specified Milestones.

1.04 WORK BY OWNER

A. The Owner plans to perform the following items of work which are not included in this Contract, but may impact construction scheduling, testing, and startup:

Owner	Description
City of Lubbock	SCADA operations

B. Bring any discrepancies between the projects listed above and those specified elsewhere in the Contract Documents to the attention of the Construction Manager. It will be deemed that the Contractor included the more expensive listing in the Contract Price if the Contractor fails to bring any discrepancies to the attention of the Construction Manager prior to executing the Agreement.

C. Completion of the Work described in this Contract may impact the construction and testing of the items listed above.

1. Coordinate construction activities through the Construction Manager.

2. Pay claims for damages which result from the late completion of the Project or any specified Milestones.

D. Owner will provide normal operation and maintenance of the existing facilities during construction, unless otherwise stated.

1.05 CONSTRUCTION OF UTILITIES

A. Utility companies or their contractors will provide new or enhanced utilities for this Project. Coordinate with others performing Work associated with this Project.

B. Power and Electrical Services:

1. Provide permanent power connections for the Site through the power utility unless indicated otherwise in the Contract Documents.

2. Pay for permits and for providing permanent power.

3. Coordinate and cooperate with others performing this Work.

4. Power utility will provide the construction to the point shown on the Drawings.
5. Provide conduit, conductors, pull boxes, manholes, and other appurtenances for the installation of power cable between the property line and the transformer and between the transformer and the main power switch unless the Contract Documents indicate otherwise.
6. Test conductors in accordance with the Specifications and requirements of the power utility and coordinate with the power utility to energize the system when ready.
7. Pay for temporary power including construction cost, meter connection, fees, and permits.
8. Contractor may use the permanent power source in lieu of temporary power source when permanent power is available at the Site.
    a. Notify Construction Manager and Owner of intent to use the permanent power source.
    b. Arrange with the power utility and pay the charges for connections and monthly charges for use of this power.
9. Pay for the power consumed until the Project has been accepted as Substantially Complete unless noted otherwise.

1.06 USE PRIOR TO FINAL COMPLETION

A. Owner has the right to use or operate any portion of the Project that is ready for use after notifying the Contractor of its intent to do so.

B. Testing of equipment and appurtenances including specified test periods, training, and startup does not constitute acceptance for operation.

C. Owner may accept the facility for continued use after startup and testing at the option of the Owner. If acceptance is delayed at the option of the Owner, shut down facilities per approved operation and maintenance procedures.

D. The execution of Bonds is understood to indicate the consent of the surety to these provisions for use of the Project.

E. Provide an endorsement from the insurance carrier permitting use of the Project during the remaining period of construction.

F. Conduct operations to insure the least inconvenience to the Owner and general public.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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01 23 10 ALTERNATES AND ALLOWANCES

PART 1 - GENERAL

1.01 SUMMARY

A. Alternates:

1. This Section describes each alternate by number and describes the basic changes to be incorporated into the Work when this alternate is made a part of the Work in the Agreement.
2. The Drawings and Specifications will outline the extent of Work to be included in the alternate Contract Price.
3. Coordinate related Work and modify surrounding Work as required to properly integrate the Work under each alternate, and provide a complete and functional Project as required by the Contract Documents.
4. Alternate Bids or Proposals may be accepted or rejected at the option of the Owner.
5. Owner may incorporate these alternates in the Contract when executed, or may issue a Change Order to incorporate these alternates within 120 days of the opening of Contractor's Bid or Proposal at the prices offered in the Contractor's Bid or Proposal, unless noted otherwise. A Request for a Change Proposal may be issued after 120 days or other designated time period to negotiate a new price for incorporating the Work into the Project.

B. Allowances:

1. Include the specified allowance amounts in the Contract Price.
2. The amount of each allowance includes:
    a. The cost of the product to the Contractor less any applicable trade discounts;
    b. Delivery to the Site; and
    c. Applicable taxes.
3. Include in the Contract Price all costs for:
    a. Handling at the Site, including unloading, uncrating, and storage per Section 01 31 00 "Project Management and Coordination."
    b. Cost for labor and equipment for installation and finishing.
    c. Cost for related products not specifically listed in the allowance required for installation, including consumable supplies and materials.
    d. All overhead, profit, and related costs.
4. Assist Owner in the selection of products.
    a. Identify qualified Suppliers.
    b. Obtain bids or proposals from qualified Suppliers.

c. Present available alternates to the Owner through the Construction Manager. Notify Construction Manager of:

1) Any objections to a particular Supplier or product.

2) Effect on the construction schedule anticipated by the selection of each option.

3) Cost of each option.

5. Upon selection of the product:

a. Purchase and install the product.

b. Contractor's responsibilities for products will be the same as for products selected by the Contractor.

6. Submit a Change Proposal per Section 01 26 00 "Change Management" to adjust the Contract Price if the net cost of the product is more or less than the specified amount.

a. Adjust the unit cost applied to the quantities installed per the method of payment described in Section 01 29 00 "Application for Payment Procedures" for products specified as Unit Price Work.

b. Do not perform Work until selection of alternate has been approved by the Owner.

c. Provide actual invoices for the materials.

1.02 DOCUMENTATION

A. Provide documents for materials furnished as part of each alternate in accordance with Section 01 33 00 "Document Management."

1.03 DESCRIPTION OF ALLOWANCES

A. Allowance D-01 – Electric Utility Service Allowance.

1. Provide electric power services required by the Contract and 01 11 00 Summary of Work.

2. Allowance is for payment of electric utility service charges related to providing power to the Low Head C Pipeline and Bailey County Pipeline tie-in site and power pole relocations.

1.04 DESCRIPTION OF ALTERNATES (NOT USED)

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 26 00 CHANGE MANAGEMENT

PART 1 - GENERAL

1.01 REQUESTS FOR CHANGE PROPOSAL

A. Construction Manager will initiate Modifications by issuing a Request for Change Proposal (RCP).

1. Construction Manager and Design Professional will prepare a description of proposed Modifications.

2. Construction Manager will issue the Request for Change Proposal form to Contractor. A number will be assigned to the Request for a Change Proposal when issued.

3. Return a Change Proposal in accordance with Paragraph 1.02 for evaluation by the OPT.

1.02 CHANGE PROPOSALS

A. Submit a Change Proposal (CP) to the Construction Manager for Contractor initiated changes in the Contract Documents or in response to a Request for Change Proposal. Submit the Change Proposal and attach the forms provided by the Construction Manager.

1. Use the Change Proposal form provided by the Construction Manager.

2. Include with the Change Proposal:

a. A complete description of the proposed Modification if Contractor initiated or proposed changes to the OPT's description of the proposed Modification.

b. The reason the Modification is requested, if not in response to a Request for a Change Proposal.

c. A detailed breakdown of the cost of the change if the Modification requires a change in Contract Price. The itemized breakdown is to include:

1) List of materials and equipment to be installed;

2) Man hours for labor by classification;

3) Equipment used in construction;

4) Consumable supplies, fuels, and materials;

5) Royalties and patent fees;

6) Bonds and insurance;

7) Overhead and profit;

8) Field office costs;

9) Home office cost; and

10) Other items of cost.

d. Provide the level of detail outlined in the paragraph above for each Subcontractor or Supplier actually performing the Work if Work is to be provided by a

Subcontractor or Supplier. Indicate appropriate Contractor mark ups for Work provided through Subcontractors and Suppliers. Provide the level of detail outlined in the paragraph above for self-performed Work.

e. Submit Change Proposals that comply with the General Conditions for Cost of Work.

f. Provide a revised schedule. Show the effect of the change on the Project Schedule and the Contract Times.

B. Submit a Change Proposal to the Construction Manager to request a Field Order.

C. A Change Proposal is required for all substitutions or deviations from the Contract Documents.

D. Request changes to products in accordance with Section 01 33 02 “Shop Drawings.”

1.03 CONSTRUCTION MANAGER WILL EVALUATE THE REQUEST FOR A MODIFICATION

A. Construction Manager will issue a Modification per the General Conditions if the Change Proposal is acceptable to the Owner. Construction Manager will issue a Change Order or Contract Amendment for any changes in Contract Price or Contract Times.

1. Change Orders and Contract Amendments will be sent to the Contractor for execution with a copy to the Owner recommending approval. A Work Change Directive may be issued if Work needs to progress before the Change Order or Contract Amendment can be authorized by the Owner.

2. Work Change Directives, Change Orders, and Contract Amendments can only be approved by the Owner.

a. Work performed on the Change Proposal prior to receiving a Work Change Directive or approval of the Change Order or Contract Amendment is performed at the Contractor’s risk.

b. No payment will be made for Work on Change Orders or Contract Amendments until approved by the Owner.

B. Contractor may be informed that the Change Proposal is not approved and construction is to proceed in accordance with the Contract Documents.

1.04 EQUAL NON-SPECIFIED PRODUCTS

A. The products of the listed manufacturers are to be furnished where the Specifications list several manufacturers and do not specifically list “or equal” or “or approved equal” products. Use of any products other than those specifically listed is a substitution. Follow the procedures in Paragraph 1.05 for a substitution.

B. Contractor may submit other manufacturers’ products that are in full compliance with the Specifications where Specifications list one or more manufacturers followed by the phrase “or equal” or “or approved equal.”

1. Submit a Shop Drawing as required by Section 01 33 02 “Shop Drawings” to document that the proposed product is equal or superior to the specified product.

2. Prove that the product is equal. It is not the OPT's responsibility to prove the product is not equal.
    a. Indicate on a point-by-point basis for each specified feature that the product is equal to the Contract Document requirements.
    b. Make a direct comparison with the specified manufacturer's published data sheets and available information. Provide this printed material with the Shop Drawing.
    c. The decision of the Design Professional regarding the acceptability of the proposed product is final.
3. Provide a certification that, in furnishing the proposed product as an equal, the Contractor:
    a. Has thoroughly examined the proposed product and has determined that it is equal or superior in all respects to the product specified.
    b. Has determined that the product will perform in the same manner and result in the same process as the specified product.
    c. Will provide the same warranties and/or bonds as for the product specified.
    d. Will assume all responsibility to coordinate any modifications that may be necessary to incorporate the product into the construction and will waive all claims for additional Work which may be necessary to incorporate the product into the Project which may subsequently become apparent.
    e. Will maintain the same time schedule as for the specified product.

C. A Change Proposal is not required for any product that is in full compliance with the Contract Documents. If the product is not in full compliance, it may be offered as a Substitution.

1.05 SUBSTITUTIONS

A. Substitutions are defined as any product that the Contractor proposes to provide for the Project in lieu of the specified product. Submit a Change Proposal per Paragraph 1.02 along with documents required for a Shop Drawing as required by Section 01 33 02 "Shop Drawings" to request approval of a substitution.

B. Prove that the product is acceptable as a substitute. It is not the Design Professional's responsibility to prove the product is not acceptable as a substitute.
    1. Indicate on a point-by-point basis for each specified feature that the product is acceptable to meet the intent of the Contract Documents requirements.
    2. Make a direct comparison with the specified Suppliers published data sheets and available information. Provide this printed material with the Shop Drawing.
    3. The decision of the Design Professional regarding the acceptability of the proposed substitute product is final.

C. Provide a certification that, in making the substitution request, the Contractor:

1. Has determined that the substituted product will perform in substantially the same manner and result in the same ability to meet the specified performance as the specified product;
2. Will provide the same warranties and/or bonds for the substituted product as specified or as would be provided by the manufacturer of the specified product;
3. Will assume all responsibility to coordinate any modifications that may be necessary to incorporate the substituted product into the Project and will waive all claims for additional Work which may be necessary to incorporate the substituted product into the Project which may subsequently become apparent; and
4. Will maintain the same time schedule as for the specified product.

D. Pay for review of substitutions in accordance with Section 01 33 02 “Shop Drawings.”

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 29 00 APPLICATION FOR PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Submit Applications for Payment for completed Work and for materials and equipment in accordance with the General Conditions, the Supplementary Conditions, the Agreement, and this Section. The Contract Price is to include costs for:

1. Providing the Work in accordance with the Contract Documents;
2. Installing Owner furnished equipment and materials, if any;
3. Providing Work for alternates and allowances, if any;
4. Providing Work for extra work items, if any and if authorized
5. Commissioning, startup, training, and initial maintenance and operation;
6. Acceptance testing at the manufacturer's facilities or at the Site;
7. All home office overhead costs and expenses, including profit made directly or indirectly from the Project;
8. Project management, contract administration, and field office and field operations staff including supervision, clerical support, and technology system support;
9. Professional services including design fees, legal fees, and other professional services;
10. Bonds and insurance;
11. Permits, licenses, patent fees, and royalties;
12. Taxes;
13. Providing all documentation and Samples required by the Contract Documents;
14. Facilities and equipment at the Site including:
    a. Field offices, office furnishings, and all related office supplies, software, and equipment,
    b. Storage facilities for Contractor's use and storage facilities for stored materials and equipment including spare parts storage,
    c. Shops, physical plant, construction equipment, small tools, vehicles, and technology and telecommunications equipment,
    d. Safety equipment and facilities to provide safe access and working conditions for workers and for others working at the Site,
    e. Temporary facilities for power and communications,
    f. Potable water and sanitation facilities, and
    g. Mobilization and demobilization for all these facilities and equipment.
15. Products, materials, and equipment stored at the Site or other suitable location in accordance with Section 01 31 00 "Project Management and Coordination";

16. Products, materials, and equipment permanently incorporated into the Project;
17. Temporary facilities for managing water including facilities for pumping, storage, and treatment as required for construction and protection of the environment;
18. Temporary facilities for managing environmental conditions and Constituents of Concern;
19. Temporary facilities such as sheeting, shoring, bracing, formwork, embankments, storage facilities, working areas, and other facilities required for construction of the Project;
20. Temporary and permanent facilities for protection of all overhead, surface, or underground structures or features;
21. Temporary and permanent facilities for removal, relocation, or replacement of any overhead, surface, or underground structures or features;
22. Products, materials, and equipment consumed during the construction of the Project;
23. Contractor labor and supervision to complete the Project including that provided through Subcontractors or Suppliers;
24. Correcting Defective Work during the Contract Times, during the Correction Period, or as required to meet any warranty provision of the Contract Documents;
25. Risk associated with weather and environmental conditions, startup, and initial operation of facilities including equipment, processes, and systems;
26. Contractor safety programs, including management, administration, and training;
27. Maintenance of facilities including equipment, processes, and systems until operation is transferred to Owner;
28. Warranties, extended or special warranties, or extended service agreements;
29. Cleanup and disposal of any and all surplus materials; and
30. Demobilization of all physical, temporary facilities not incorporated into the Project.

B. Include the cost not specifically set forth as an individual payment item but required to provide a complete and functional system in the Contract Price.

C. Provide written approval of the surety company providing performance and payment bonds for the Schedule of Values, Application for Payment form, and method of payment prior to submitting the first Application for Payment. Submit approval using the “Consent of Surety Company to Payment Procedures” form provided by the Construction Manager. Payment will not be made without this approval.

D. Construction Manager may withhold processing the Applications for Payment if any of the following processes or documentation is not up to date:

1. Progress Schedule per Section 01 33 05 “Construction Progress Schedule.”
2. Project videos and photographs per Section 01 33 06 “Graphic Documentation.”
3. Record Documents per Section 01 31 13 “Project Coordination.”

1.02 SCHEDULE OF VALUES

A. Divide the Contract Price into an adequate number of line items to allow more accurate determination of the earned value for each line item when evaluating progress payments. Submit a detailed Schedule of Values for the Project at least 10 days prior to submitting the first Application for Payment using forms provided by the Construction Manager.

B. Do not apply for payment until the Schedule of Values has been approved by the Construction Manager.

C. Divide the cost associated with each line item in the Schedule of Values into installation and materials components.

1. Installation cost is to include all cost associated with the line item except materials cost.

2. Materials cost is the direct cost (as verified by invoice values) for products, materials, and equipment to be permanently incorporated into the Project associated with the line item.

3. Installation cost is to include all direct costs and a proportionate amount of the indirect costs for the Work associated with each line item. Include costs not specifically set forth as an individual payment item but required to provide a complete and functional system.

4. The sum of materials and installation costs for all line items must equal the Contract Price.

D. Use each unit price line item in the Agreement as a line item in the Schedule of Values. The sum of materials and installation costs for each line item for unit price contracts must equal the value of the line item in the Agreement. In addition to the installation cost described in Paragraph 1.02.C.3, installation costs for unit price items are to include costs for waste and overages.

1. Installation and materials cost may be left as a single installation component if:

a. Contractor does not intend to request payment for stored materials for that line item; or

b. Work in the line item will be completed within a single payment period.

2. Provide adequate detail to allow a more accurate determination of the earned value for installation costs, expressed as a decimal fraction of Work completed, for each line item.

3. Installation cost line items may not exceed $50,000.00. Items that are not subdivided into smaller units may only be included in the Application for Payment when Work on the entire unit is complete.

4. Lump sum items may be divided into an estimated number of units to estimate earned value. The estimated number of units times the cost per unit must equal the lump sum amount for that line item.

5. Include Contractor’s overhead and profit in the installation costs each line item in proportion to the value of the line item to the Contract Price.

6. Include cost not specifically set forth as an individual payment item but required to provide a complete and functional system in the Contract Price for each item.

7. Line items may be used to establish the value of Work to be added or deleted from the Project.

E. Include a breakdown of both mobilization and demobilization costs in the Schedule of Values. The total cost for both mobilization and demobilization may not exceed five (5) percent of the total Contract Price. Payment for mobilization and demobilization will be based on the earned value of Work completed. Payment for these costs will only be made for Work completed for the following:

1. Bonds and insurance;

2. Transportation and setup for equipment;

3. Transportation and/or erection of all field offices, sheds, and storage facilities;

4. Salaries for preparation of documents required before the first Application for Payment; and

5. Salaries for field personnel directly related to the mobilization of the Project.

1.03 SCHEDULE OF ANTICIPATED PAYMENTS

A. Submit a schedule of the anticipated Application for Payments showing the anticipated application numbers, submission dates, and the amount to be requested for each Application for Payment on the form provided by the Construction Manager.

B. Update the schedule of anticipated payments as necessary to provide a reasonably accurate indication of the funds required to make payments each month to the Contractor for Work performed.

1.04 ALTERNATES, ALLOWANCES, AND EXTRA WORK ITEMS

A. Include line items and amounts for specified alternate Work and allowances for Work in the Agreement, if any, and as described in Section 01 23 10 “Alternates and Allowances.”

B. Include line items and amounts for Extra Work items in the Agreement, if any, and as described in Section 01 29 01 “Measurement and Basis for Payment.”

1.05 RETAINAGE AND SET-OFFS

A. Retainage will be withheld from each Application for Payment per the Agreement.

B. Reduce payments for set-offs per the General Conditions as directed by the Construction Manager.

1.06 PROCEDURES FOR SUBMITTING AN APPLICATION FOR PAYMENT

A. Submit a draft Application for Payment to the Construction Manager each month at least 20 days before the date established in the Agreement for Owner to make progress payments. Do not submit Applications for Payment more often than monthly. Review the draft Application for Payment with the Construction Manager to determine concurrence with:

1. Values requested for materials and equipment, stored or incorporated into the Project as documented by invoices;
2. The earned value for installation costs for each line item in the Application for Payment form expressed as a percent complete for that line item;
3. The quantity of Work completed for each unit price item;
4. Amount of retainage to be held; and
5. Set-offs included in the Application for Payment.

B. Submit Applications for Payment to the Construction Manager after agreement has been reached on the draft Application for Payment with the Construction Manager.

C. Provide all information requested in the Application for Payment form. Do not leave any blanks incomplete. If information is not applicable, enter “N/A” in the space provided.

1. Number each application sequentially and include the dates for the application period.
2. Complete the “Contract Time Summary” section on the Application for Payment form. If the Final Completion date shows the Project is more than 30 days behind schedule, revise the Schedule of Anticipated Payments to correspond to the updated schedule required per Section 01 33 05 “Construction Progress Schedule.”
3. Complete the “Summary of Earned Value and Set-offs” section on the Application for Payment form. Show the total amounts for earned value of original Contract performed, earned value for Work on approved Contract Amendments and Change Orders, retainage and set-offs.
4. Sign and date the Contractor’s Certification on the Application for Payment form that all Work, including materials, covered by this Application for Payment have been completed or delivered and stored in accordance with the Contract Documents, that all amounts have been paid for Work, materials, and equipment for which previous Payment has been made by the Owner, and that the current payment amount shown in this Application for Payment is now due.
5. Include “Attachment A - Tabulation of Earned Value of Original Contract Performed” to show the value of materials stored and successfully incorporated into the Project and the earned value for installation of the Work for each line item in the Application for Payment for Work. Attachment A includes Work on the original Contract Price and on approved Contract Amendments and Change Orders.
6. Include “Attachment B - Tabulation of Values for Materials and Equipment” to track invoices used to support amounts requested as materials in Attachment A. Enter materials to show the amount of the invoice assigned to each item in Attachment A if an invoice includes materials used on several line items.

7. Include “Attachment C - Summary of Set-offs” to document set-offs made per the Contract Documents. Show each set-off as it is applied. Show a corresponding line item to reduce the set-off amount if a payment held by a set-off is released for payment.

8. Include “Attachment D - Retainage Calculation” to show method for calculating retainage. The amount of retainage with respect to progress payments is stipulated in the Agreement. Any request for a reduction in retainage must be accompanied by a Consent of Surety to Reduction or Partial Release of Retainage.

9. Include “Attachment E - EVA Calculation” and the EVA Chart showing the anticipated and actual total earned value of fees, Work, and materials. Create a graphic representation (curve) of the anticipated progress on the Project each month. Compare the anticipated cumulative total earned value of fees, Work, and materials to the actual total earned value of fees, Work, and materials to determine performance on budget and schedule. Adjust the table and curve to incorporate Modifications.

D. Submit attachments in Portable Document Format (PDF).

1. Generate attachments to the Application for Payment using the Excel spreadsheet provided by the Construction Manager.

2. Submit PDF documents with adequate resolution to allow documents to be printed in a format equivalent to the document original. Documents are to be scalable to allow printing on standard 8-1/2 x 11 or 11 x 17 paper.

1.07 ADJUSTMENTS TO THE SCHEDULE OF VALUES IN THE APPLICATION FOR PAYMENT

A. Submit a Change Proposal to request any changes to the Schedule of Values incorporated into the Application for Payment once approved. A Field Order will be issued by the Construction Manager to modify the Application for Payment form if approved.

B. Payment for materials and equipment shown in the Application for Payment will be made for the total of associated invoice amounts, up to the value shown for materials in the Application for Payment for that line item.

1. If the total amount for invoices for materials and equipment for a line item are less than the amount shown for the materials component of that line item in the Application for Payment, and it can be demonstrated that no additional materials or equipment are required to complete Work described in that item, the difference between the total invoice for materials and equipment and the materials component for that line item can be added to the installation component of that Work item.

2. Costs for material and equipment in excess of the value shown in the Schedule of Values may not be paid for under other line items.

1.08 CONSTRUCTION MANAGER’S RESPONSIBILITY

A. Construction Manager will review each draft Application for Payment with Contractor to reach an agreement on the amount to be recommended to Owner for payment. Contractor is to revise the Application for Payment to incorporate changes, if any, resulting from this review process.

B. Construction Manager will review the Application for Payment to determine that the Application for Payment has been properly submitted and is in accordance with the agreed to draft Application for Payment.

C. Construction Manager will either recommend payment of the Application for Payment to Owner or notify the Contractor of the reasons for not recommending payment. Contractor may make necessary corrections and resubmit the Application for Payment. Construction Manager will review resubmitted Application for Payment and reject or recommend payment of the Application for Payment to Owner as appropriate.

D. Construction Manager's recommendation of the Application for Payment constitutes a representation that based on its experience and the information available:

1. The Work has progressed to the point indicated;
2. The quality of the Work is generally in accordance with the Contract Documents; and
3. Requirements prerequisite to payment have been met.

E. This representation is subject to:

1. Further evaluation of the Work as a functioning whole;
2. The results of subsequent tests called for in the Contract Documents; or
3. Any other qualifications stated in the recommendation.

F. Construction Manager does not represent by recommending payment that:

1. Inspections made to check the quality or the quantity of the Work as it was performed were exhaustive or extended to every aspect of the Work in progress; or
2. Other matters or issues that might entitle Contractor to additional compensation or entitle Owner to withhold payment to Contractor exist.

G. Neither Construction Manager's review of Contractor's Work for the purposes of recommending payments nor Construction Manager's recommendation of payment imposes responsibility on the Construction Manager or Owner:

1. To supervise, direct, or control the Work;
2. For the means, methods, techniques, sequences, or procedures of construction, or safety precautions and programs;
3. For Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
4. To make examinations to ascertain how or for what purposes Contractor has used the monies paid on account of the Contract Price; or
5. To determine that title to the Work, materials, or equipment has passed to Owner free and clear of Liens.

1.09 FINAL APPLICATION FOR PAYMENT

A. Include adjustments to the Contract Price in the final Application for Payment for:

1. Approved Change Orders and Contract Amendments;

2. Allowances not previously adjusted by Change Order;
3. Deductions for Defective Work that have been accepted by the Owner;
4. Penalties and bonuses;
5. Deduction for all final set-offs; and
6. Other adjustments if needed.

B. Construction Manager will prepare a final Change Order reflecting the approved adjustments to the Contract Price which have not been covered by previously approved Change Orders and, if necessary, to reconcile estimated unit price quantities with actual quantities.

C. Submit the final Application for Payment per the General Conditions, including the final Change Order. Provide the following with the final Application for Payment:
1. Evidence of payment or release of Liens on the forms provided by the Construction Manager and as required by the General Conditions.
2. Consent from surety to final payment.

D. Final payment will also require additional procedures and documentation per Section 01 70 00 “Execution and Closeout Requirements.”

1.10 PAYMENT BY OWNER

A. Owner is to pay the amount recommended for monthly payments within 30 days after receipt of the Construction Manager’s recommended Application for Payment.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 29 01 MEASUREMENT AND BASIS FOR PAYMENT

PART 1 - GENERAL

1.01 PAYMENT FOR MATERIALS AND EQUIPMENT

A. Payment will be made for materials and equipment materials properly stored and successfully incorporated into the Project less the specified retainage.

B. Provide a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of Liens. Provide documentation of payment for materials and equipment with the next Application for Payment. Remove items from the tabulation of materials and equipment if this documentation is not provided with the next Application for Payment.

C. Provide evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest.

D. The Work covered by progress payments becomes the property of the Owner at the time of payment. The Contractor's obligations with regard to proper care and maintenance, insurance, and other requirements are not changed by this transfer of ownership until final acceptance in accordance with the General Conditions.

E. Payment for materials and equipment does not constitute acceptance of the product.

1.02 MEASUREMENT AND BASIS FOR PAYMENTS ON LUMP SUM ITEMS

A. Measurement for progress payments is the invoice value for stored materials and the earned value for all other cost for constructing each item. Earned value is expressed as the value of the Work completed divided by the total value of installation cost. The total amount paid will be equal to the total lump sum amount for that item.

1.03 MEASUREMENT AND BASIS FOR PAYMENTS ON UNIT PRICE ITEMS

A. Measure the Work using the unit of measure indicated in this Section for each unit price line item. Payment will be made only for the actual measured unit and/or computed length, area, solid contents, number, and weight unless other provisions are made in the Contract Documents. Payment on a unit price basis will not be made for Work outside dimensions shown in the Contract Documents.

B. Payment will be made for the actual quantity of Work completed and for materials and equipment stored during the payment period. Payment amount is the Work quantity measured per Paragraph A above multiplied by the unit price for that line item in the Agreement.

1.04 MEASUREMENT AND BASIS FOR PAYMENT FOR BASE ITEMS

A. Item D-01 – Trench Safety.

1. Measurement and payment for Trench Safety shall be made on the basis of the price bid per linear foot for a trench depth of (5) five feet or greater for all the trenching and improvements on the project.

2. Payment shall be full compensation for all materials, equipment, labor and other incidentals necessary to furnish, install and remove the Trench Safety. Included in this item will be all soil borings necessary for preparation of this safety plan.

B. Item D-02 – Bored Crossings

1. Measurement and payment for Bored Crossings will be made at the unit price bid per linear foot of tunnel for the particular location in accordance with the details shown on the plans.

2. Payment for the carrier pipe inside the casing including heavy wall or additional strength pipe (steel pipe) will be included in the price bid for main line pipe. Payment for tunnels shall include all costs of bulkheads, guardrails, casing, spacers, tunneling, access pits, exterior grouting, interior grouting, sealing ends of casing, pipe rails, and all other items for crossing as shown on the plans and required for installation, except the carrier pipe.

C. Item D-03 , 04, & 05 – Blow Offs and Air Valve Assemblies

1. Measurement and payment for Air Valves, and Blowoffs, shall be per each at the price bid for the various sizes and types of air valves and blowoffs. Separate pay items are not included for various types of vault lids or various vault diameters, and these costs shall be included in the items provided. Payment shall include all costs for air valves, piping, flanged outlets, valves, fittings, vaults, lids, crushed gravel, concrete, structural backfill, 24-inch manways, vent piping, painting, and all other accessories as indicated.

D. Item D-06 – Flexible Base Driveway Repair

1. Measurement and payment for the Crushed Stone Road Base shall be per Square Yard at the unit price bid. Measurement will be made per SY replaced as shown in plans.

E. Item D-07 – Concrete Driveway Repair

1. Measurement and payment for the concrete driveway repair shall be per Square Yard at the unit price bid. Measurement will be made per SY replaced as shown in plans and shall include all required surveying.

F. Item D-08 – Asphalt Pavement Repair

1. Measurement and payment for the asphalt pavement replacement shall be per Square Yard at the unit price bid. Measurement will be made per SY replaced as shown in plans and shall include all required surveying.

G. Item D-09 – Concrete Pavement Repair

1. Measurement and payment for the concrete pavement replacement shall be per Square Yard at the unit price bid. Measurement will be made per SY replaced as shown in plans and shall include all required surveying.

H. Item D-17 – Existing 36-Inch Bailey County Pipeline Connection

1. Payment for the connection as shown in the Contract Documents shall be made at the lump sum price bid for all pipe, fittings, specials, bypass, flowable fill, concrete, concrete encasement, or embedment backfill, welding and welded butt-strap or insulated flange connections, miscellaneous joints and couplings, special coatings to the limits shown on the plans, disinfection of the pipe, concrete thrust blocking,

shoring, dewatering, and pumping where necessary, trench excavation, backfilling, embedment material and all other work as specified and shown within the connection limits. The lump sum price shall include costs of uncovering existing pipes prior to manufacturing new pipe to verify tie-in dimensions and requirements, welding of all new and existing pipe joint connections as required and removing temporary test plugs and bypass piping.

I. Item D-18 – Pressure Testing and Draining Pipeline

1. Measurement and payment for Pressure Testing and Draining Pipeline shall be made at the lump sum price bid for all work associated with the initial pressure testing and draining of the pipeline.

J. Item D-19 – Chlorinating, Bac T Testing, and Draining Pipeline

1. Measurement and payment for Chlorinating, Bac T Testing, and Draining Pipeline shall be made at the lump sum price bid for all work associated with the Chlorinating, Bac T Testing, and Draining Pipeline.

K. Item D-20 – Re-Fill, Chlorinate, and Bac T Test the Pipeline up to 120 Days After Pipeline Completion

1. Measurement and payment for Re-Fill, Chlorinate, and Bac T Test the Pipeline up to 120 Days After Pipeline Completion shall be made at the lump sum price bid for all work associated with the Re-Fill, Chlorinate, and Bac T Test the Pipeline up to 120 Days After Pipeline Completion.

L. Item D-21 – MOBFV Electrical Panel and Communications

1. Measurement and payment for MOBFV Electrical Panel and Communications shall be per each at the price bid. Payment shall include all costs for the complete construction the panel and communications as shown in the plans.

M. Item D-22 – 36” Motor Operated Butterfly Valves

1. Measurement and payment for butterfly valves shall be per each at the price bid. Payment shall include all costs for the valve, supports, coupling, harness, wax tape or heat shrink sleeves, flowable fill, vaults, cathodic isolation kits, and accessories. Since measurement for pipe does not include any deduction through the valves, the cost included in the valve pay item should be the increase in cost associated with pipe specials and fittings.

N. Item D-23 – Motor Operated Actuator and Manhole for Existing Manual BFV

1. Measurement and payment for Motor Operated Actuator and Manhole for Existing Manual BFV shall be per each at the price bid. Payment shall include all costs for the actuator and manhole including support, coupling, flowable fill, vaults, and accessories.

O. Item D-24 - Fiber Optic Conduit

1. Includes the complete installation of the fiber conduit and associated accessories. Fiber optic cable for this conduit is not included in the scope of work.

2. Payment made at unit price Bid and shall be measured in linear feet by station. Item includes materials, labor, equipment, and incidentals for complete installation of the

fiber optic system including conduit, posts, tracer wire, grounding, trenching / plowing, backfill, compaction, surface restoration, testing, installation of pull tape and all other items as indicated in the Contract.

P. Item D-25 - Fiber Optic Ground Box

1. Includes the complete installation of the ground boxes for fiber optic conduit.
2. Payment made at unit price Bid and shall be measured per each. Item includes materials, labor, equipment, and incidentals for complete installation of the fiber optic pull boxes as a part of the fiber optic system. Item includes locate post, bedding, wire connections, excavation, backfill, testing, and all other items as indicated in the Contract.

Q. Item D-26 – Seeding

1. Payment for seeding shall be made at the unit price bid per linear foot of pipe, and shall include all materials and labor necessary to furnish and place seed and fertilize and to irrigate as necessary to establish grass along the pipeline ROW. Pipeline under paving or in tunnels will not be measured. The unit cost per linear foot will be the same for all types of seed and seed placement methods as specified.
2. A maximum of 50% payment for seeding will be approved for completion of seedbed preparation, mulching, and temporary and permanent seeding. The remaining percentage will be approved after stand establishment of 75% in all areas.
3. Liquidated Damages will not be assessed for the growth of seeding as long as the initial seeding has been performed. The Contractor will be required to do up to two reseedings until the coverage reaches a minimum of 75% stand to close out the contract.

R. Item D-27 – Mobilization

1. Include the following costs in this offer item:
    a. Bonds and insurance;
    b. Transportation and setup for equipment;
    c. Transportation and/or erection of all field offices, sheds, and storage facilities;
    d. Salaries for preparation of documents required before the first Application for Payment;
    e. Salaries for field personnel assigned to the Project related to the mobilization of the Project; and
    f. Mobilization may not exceed 5 percent of the total Contract Price.
2. Measuring for payment is on a lump sum basis. Payment for mobilization will be based on the earned value of Work completed.
3. Measuring for payment is on a lump sum basis.

1.05 MEASUREMENT AND BASIS FOR PAYMENT FOR ALLOWANCES

A. Item E-01 – Electric Utility Service Allowance.

1. Provide electric power and electrical services described in 01 11 00 Summary of Work.

2. There is no measurement for this item. Payment will be made on the invoiced cost from the utility.

1.06 MEASUREMENT AND BASIS FOR PAYMENT FOR EXTRA WORK ITEMS

A. Item D-10 – Additional CLSM for Utility Protection.

1. Measurement will by the cubic yard based on hauled volumes and truck tickets.

2. Payment will be made at the unit price per cubic yard.

B. Item D-11 – Additional Coarse Gravel for Trench Foundation.

1. Measurement will by the cubic yard based on hauled volumes and truck tickets.

2. Payment will be made at the unit price per cubic yard.

C. Item D-12 – Additional Pipe Zone Embedment Material for Unstable Soils.

1. Measurement will by the cubic yard based on hauled volumes and truck tickets.

2. Payment will be made at the unit price per cubic yard.

D. Item D-13 – Additional Concrete Encasement

1. Measurement will by the lineal foot for each foot that concrete encasement is extended beyond the stations indicated in the Contract Documents and as approved by the Engineer/PCM.

2. Payment will be made at the unit price per lineal foot.

E. Item D-14 – Additional Flowable Fill Encasement

1. Measurement will by the lineal foot for each foot that flowable fill encasement is extended beyond the stations indicated in the Contract Documents and as approved by the PCM.

2. Payment will be made at the unit price per lineal foot.

F. Item D-15 – Additional Curb and Gutter

1. Measurement and payment for the concrete curb and gutter shall be made at the unit price bid per linear foot, and shall include all materials and labor necessary to furnish and install new concrete curb and gutter to the limits shown on the drawings. No additional compensation will be paid for curb replacement required due to damage by Contractors operations. For extra concrete curb and gutter, the Contractor is to use The City of Lubbock Public Works Engineering Design Standards and Specifications, Plate 36-10, latest edition.

G. Item D-16 – Additional 2,000 PSI Concrete

1. The price bid per cubic yard for this extra concrete not shown on the Plans, shall be payment for furnishing and installing 2,000 psi concrete where directed in writing by

the Owner. The quantity will be based on actual volume deposited in accordance with delivery tickets from concrete supplier.

1.07 MEASUREMENT AND BASIS FOR PAYMENT FOR ALTERNATES

A. Description of Pipe Alternates:

1. Item A-01 – 36” AWWA C303 BWCCP Class 150
2. Item B-01 – 36” AWWA C200 Steel Pipe & Fittings Class 150
3. Item C-01 – 36” AWWA C905 DR-18 PVC Pipe & Fittings

B. Measurement and payment for pipe of each pipe material shall be per linear foot of actual horizontal length from center of fitting to center or end of pipe without any deduction for the length of intermediate fittings, specials or valves. Payment made at a unit price bid shall include: furnishing, hauling, and laying of pipe, fittings, flexible joints, joint bonds, special coatings (where indicated), closure sections and tie-ins, welding joints, mechanical thrust restraint, concrete thrust blocking, shoring, dewatering, and pumping where necessary, trench excavation, backfilling, embedment material, pipeline and appurtenance markers, clearing and grubbing, anodes for ductile iron fittings, curb and gutter replacement, permanent grading, replacement of topsoil, diversion dikes, terracing, protecting or replacing or temporarily relocating existing structures or utilities, testing, disposal of surplus materials, cleaning up and maintenance, sign replacement, surveying and replacement of monuments, dust control, removal of mud from roadways, erosion and sedimentation control, test plugs and temporary piping, replacement of sidewalks, pipeline markers and post, replacement of drainage structures, temporary fencing and gates, temporary relocations of power poles, mailboxes, street lights, fire hydrants, flowable fill for depths of cover over 15 feet, VCT sewer line replacements as called out on plans; and any incidental work and materials not otherwise indicated in other pay items, all in strict accordance with the Plans and Specifications.

C. Description of Corrosion Alternates

1. Item A-02 - Corrosion Monitoring Test Stations
2. Item B-02 – Corrosion Monitoring Test Stations

D. Measurement and payment for corrosion monitoring test stations shall be on a per each basis at the unit price bid. Payment shall be for all work and materials as indicated including wiring, post, test station, concrete, wire connections, excavation, backfill, testing, and all other items as indicated on the plans and specifications.

1.08 PRODUCTS (NOT USED)

PART 2 - EXECUTION (NOT USED)

END OF SECTION

01 31 00 PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SUMMARY

A. Furnish resources required to complete the Project in accordance with the Contract Documents and within the Contract Times.

B. Construct Project in accordance with current safety practices.

C. Manage Site to allow access to Site and control construction operations.

D. Construct temporary facilities to provide and maintain control over environmental conditions at the Site. Remove temporary facilities when no longer needed.

E. Provide temporary controls for pollution, management of water, and management of excess earth as required in Section 01 57 00 “Temporary Controls.”

1.02 STANDARDS

A. Perform Work to comply with:

1. Requirements of the Contract Documents;

2. Laws and Regulations; and

3. Specified industry standards.

1.03 DOCUMENTATION

A. Provide documents in accordance with Section 01 33 00 “Document Management.”

B. Provide copies of Supplier’s printed storage instructions prior to furnishing materials or products and installation instructions prior to beginning the installation.

C. Incorporate field notes, sketches, recordings, and computations made by the Contractor in Record Drawings per Section 01 31 13 “Project Coordination.”

1.04 PERMITS

A. Obtain building permits for the Project from the local authorities having jurisdiction. The Owner will pay building permit fees.

B. Obtain environmental permits required for construction at the Site.

C. Provide required permits for transporting heavy or oversized loads.

D. Provide other permits required to conduct any part of the Work.

E. Arrange for inspections and certification by agencies having jurisdiction over the Work and include the cost for these inspections and certifications in the Contract Price.

F. Make arrangements with private utility companies and pay fees associated with obtaining services or inspections.

G. Retain copies of permits and licenses at the Site and comply with all regulations and conditions of the permit or license.

1.05 SAFETY REQUIREMENTS

A. Manage safety to protect the safety and welfare of persons at the Site.

B. Provide safe access to move through the Site. Provide protective devices to warn and protect from hazards at the Site.

C. Provide safe access for those performing tests and inspections.

D. Maintain a supply of personal protective equipment for visitors to the Site.

E. Comply with latest provisions of the Occupational Health and Safety Administration (OSHA) and other Laws and Regulations.

F. Cooperate with accident investigations. Provide two copies of all reports, including insurance company reports, prepared concerning accidents, injuries, or deaths related to the Project to the Construction Manager as Record Data per Section 01 31 13 “Project Coordination.”

1.06 ACCESS TO THE SITE

A. Maintain access to the facilities at all times. Do not obstruct roads, pedestrian walks, or access to the various buildings, structures, stairways, or entrances. Provide safe access for normal operations during construction.

B. Provide adequate and safe access for inspections. Leave ladders, bridges, scaffolding, and protective equipment in place until inspections have been completed. Construct additional safe access if required for inspections.

C. Use roadways for construction traffic only with written approval of the appropriate representatives of each entity. Roadways may not be approved for construction traffic. Obtain written approval to use roads to deliver heavy or oversized loads to the Site. Furnish copies of the written approvals to the Construction Manager as Record Data per Section 01 31 13 “Project Coordination.”

1.07 CONTRACTOR’S USE OF THE SITE

A. Limit the use of Site for Work and storage to those areas designated on the Drawings or approved by the Construction Manager. Coordinate the use of the Site with the Construction Manager.

B. Provide security at the Site as necessary to protect against vandalism and loss by theft.

C. Park construction equipment in designated areas only and provide spill control measures as discussed in Section 01 57 00 “Temporary Controls.”

D. Park employees’ vehicles in designated areas only.

E. Obtain written permission of the property owner before entering privately-owned land outside of the Owner’s property, rights-of-way, or easements.

F. Cooperate with public and private agencies with facilities operating within the limits of the Project. Provide 48 hours’ notice to any applicable agency when Work is anticipated to proceed in the vicinity of any facility by using Texas 811 at 811 and the Lone Star Notification Company at 1-800-669-8344.

G. Conduct of Contractor's or Subcontractor's Employees:

1. Do not permit alcoholic beverages or illegal substances on the Site. Do not allow persons under the influence of alcoholic beverages or illegal substances to enter or remain on the Site at any time. Persons on Site under the influence of alcoholic beverages or illegal substances will be permanently prohibited from returning to the Site. Criminal or civil penalties may also apply.

2. Do not allow the use of offensive language or sexual harassment in any form. These actions will cause immediate and permanent removal of the offender from the premises. Criminal or civil penalties may apply.

3. Require workers to wear clothing that is inoffensive and meets safety requirements. Do not allow sleeveless shirts, shorts, or any exceedingly torn, ripped, or soiled clothing to be worn on the Site.

4. Do not allow the use, possession, concealment, transportation, promotion, or sale of the following prohibited items anywhere on the Site:

   a. Firearms (including air rifles and pistols and BB or pellet guns) and ammunition;

   b. Bows, crossbows, arrows, bolts, or any other projectile weapons;

   c. Explosives of any kind, including fireworks;

   d. Illegal knives;

   e. Other weapons prohibited by state Laws and Regulations; and

   f. Any other item that has been designed or intended to be used as a weapon.

   No exceptions will be made for the possession of a firearm by a person that has a valid state-issued license to carry a firearm. Remove any of the prohibited items listed above from the Site immediately and permanently. Any person found to be in possession of any prohibited item must also be removed from the Site and may be reported to local law enforcement.

1.08 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

A. Examine the Site and review the available information concerning the Site. Locate utilities, underground facilities, and existing structures. Verify the elevations of the structures adjacent to excavations. Report any discrepancies from information in the Contract Documents to the Construction Manager before beginning construction.

B. Determine if existing structures, poles, piping, or other utilities at excavations will require relocation or replacement. Prepare a Plan of Action per Section 01 31 13 "Project Coordination." Coordinate Work with local utility company and others for the relocation or replacement.

C. Protect utilities, underground facilities and existing structures unless they are shown to be replaced or relocated on the Drawings. Restore damaged items to the satisfaction of the Owner and utility or property owner.

D. Carefully support and protect all structures and/or utilities so that there will be no failure or settlement where excavation or demolition endangers adjacent structures and utilities. Do not take existing utilities out of service unless required by the Contract Documents or

approved by the Construction Manager. Notify and cooperate with the utility owner if it is necessary to move services, poles, guy wires, pipelines, or other obstructions.

E. Protect existing trees and landscaping at the Site. Mark trees that may be removed during construction and review with the Construction Manager for approval before removing. Protect trees to remain from damage limiting activity, including stockpiling of materials within the drip line of the tree.

F. Protect buildings from damage when handling material or equipment. Protect finished surfaces, including floors, doors, and jambs. Remove doors and install temporary wood protective coverings over jambs, if needed.

1.09 DISRUPTION TO SERVICES/CONTINUED OPERATIONS

A. Owner's facilities are to continue in service as usual during the construction unless noted otherwise. Owner or utilities must be able to operate and maintain the facilities. Keep disruptions to existing utilities, piping, process piping, or electrical services to a minimum.

1. Do not restrict access to critical valves, operators, or electrical panels.

2. Do not store material or products inside structures unless authorized by the Construction Manager.

3. Limit operations to the minimum amount of space needed to complete the specified Work.

4. Maintain storm sewers and sanitary sewers in service at all times. Provide temporary service around the construction or otherwise construct the Work in a manner that flow is not restricted.

B. Provide a Plan of Action in accordance with Section 01 35 00 "Special Procedures" if facilities must be taken out of operation.

1.10 FIELD VERIFICATION

A. Perform complete field measurements prior to purchasing products or beginning construction for products required to fit existing conditions.

B. Verify property lines, control lines, grades, and levels indicated on the Drawings.

C. Verify pipe class, equipment capacities, existing electrical systems, and power sources for existing conditions.

D. Check Shop Drawings and indicate the actual dimensions available where products are to be installed.

E. Include field measurements in Record Documents as required in Section 01 31 13 "Project Coordination."

1.11 REFERENCE DATA AND CONTROL POINTS

A. Construction Manager will provide the following control points:

1. Base line or grid reference points for horizontal control.

2. Benchmarks for vertical control.

B. Locate and protect control points prior to starting the Work and preserve permanent reference points during construction. Designated control points may be on an existing structure or monument. Do not change or relocate points without prior approval of the Construction Manager. Notify Construction Manager when a reference point is lost, destroyed, or requires relocation. Replace Project control points on the basis of the original survey. Control points or benchmarks damaged, disturbed or destroyed as a result of the Contractor's negligence will be restored by the Construction Manager. Owner will impose a set-off as compensation for the effort required.

C. Provide complete engineering layout of the Work needed for construction.

1. Provide competent personnel. Provide equipment including accurate surveying instruments, stakes, platforms, tools, and materials.

2. Provide surveying with accuracy meeting the requirements established for Category 5 Construction Surveying as established by the Manual of Practice of Land Surveying in Texas published by the Texas Society of Professional Surveyors, latest revision.

3. Provide Record Data per Section 01 31 13 "Project Coordination" and measurements per standards.

1.12 DELIVERY AND STORAGE

A. Deliver products and materials to the Site in time to prevent delays in construction.

B. Deliver packaged products to Site in original undamaged containers with identifying labels attached. Open cartons as necessary to check for damage and to verify invoices. Reseal cartons and store properly until used. Leave products in original packages or other containers until installed. If original packages or containers are damaged, repackage in containers and include packing slips, labels and other information from the original packaging.

C. Deliver products that are too large to fit through openings to the Site in advance of the time enclosing walls and roofs are erected. Set in place, raised above floor on cribs or pallets.

D. Assume full responsibility for the protection and safekeeping of products stored at the Site.

E. Store products at locations acceptable to the Construction Manager and to allow Owner access to maintain and operate existing facilities.

F. Store products in accordance with the Supplier's storage instructions immediately upon delivery. Leave seals and labels intact. Arrange storage to allow access for maintenance of stored items and for inspection. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.

G. Provide additional storage areas as needed for construction. Store products subject to damage by elements in substantial weather-tight enclosures or storage sheds. Provide and maintain storage sheds as required for the protection of products. Provide temperature, humidity control, and ventilation within the ranges stated in the Supplier's instructions. Remove storage facilities at the completion of the Project.

H. Protect the pipe interior. Keep all foreign materials such as dirt, debris, animals, or other objects out of the pipe during the Work.

I. Provide adequate exterior storage for products that may be stored out-of-doors.

1. Provide substantial platforms, blocking, or skids to support materials and products above ground which has been sloped to provide drainage. Protect products from soiling or staining.

2. Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet materials. Provide ventilation to prevent condensation below covering.

3. Store loose, granular materials on clean, solid surfaces, or on rigid sheet materials, to prevent mixing with foreign matter.

4. Provide surface drainage to prevent erosion and ponding of water.

5. Prevent mixing of refuse or chemically injurious materials or liquids with stored materials.

6. Pipes and conduits stored outdoors are to have open ends sealed to prevent the entrance of dirt, moisture, and other injurious materials. Protect PVC pipe from ultraviolet light exposure.

7. Store products to prevent wind damage.

J. Protect and maintain mechanical and electrical equipment in storage.

1. Provide Supplier's service instructions on the exterior of the package.

2. Service equipment on a regular basis as recommended by the Supplier. Maintain a log of maintenance services. Submit the log as Record Data per Section 01 31 13 "Project Coordination" when Owner assumes responsibility for maintenance and operation.

3. Provide power to and energize space heaters for all equipment for which these devices are provided.

4. Provide temporary enclosures for all electrical equipment, including electrical systems on mechanical devices. Provide and maintain heat in the enclosures until equipment is energized.

K. Maintain storage facilities. Inspect stored products on a weekly basis and after periods of severe weather to verify that:

1. Storage facilities continue to meet specified requirements;

2. Supplier's required environmental conditions are continually maintained; and

3. Products that can be damaged by exposure to the elements are not adversely affected.

L. Replace any stored item damaged by inadequate protection or environmental controls.

M. Payment may be withheld for any products not properly stored.

1.13 CLEANING DURING CONSTRUCTION

A. Provide positive methods to minimize raising dust from construction operations and provide positive means to prevent air-borne dust from disbursing into the atmosphere. Control dust and dirt from demolition, cutting, and patching operations.

B. Clean the Site as Work progresses and dispose of waste materials, keeping the Site free from accumulations of waste or rubbish. Provide containers at the Site for waste collection. Do not allow waste materials or debris to blow around or off of the Site. Control dust from waste materials. Transport waste materials with as few handlings as possible.

C. Comply with Laws and Regulations. Do not burn or bury waste materials. Remove waste materials, rubbish, and debris from the Site and legally dispose of these at public or private disposal facilities.

1.14 MAINTENANCE OF ROADS, DRIVEWAYS, AND ACCESS

A. Maintain roads and streets in a manner that is suitable for safe operations of public vehicle during all phases of construction unless the Owner approves a street closing. Do not close public roads overnight. Coordinate and arrange for emergency vehicle access when streets are to be closed.

B. Submit a Notification by Contractor for Owner's approval of a street closing. The request must state:

1. The reason for closing the street.

2. How long the street will remain closed.

3. Procedures to be taken to maintain the flow of traffic.

C. Obtain permits and permissions of the entity that owns the road prior to any Work and provide a copy of the permit or permission Record Data per Section 01 31 13 "Project Coordination."

D. Construct temporary detours, including by-pass roads around construction, with adequately clear width to maintain the free flow of traffic at all times. Maintain barricades, signs, and safety features around the detour and excavations. Maintain barricades, signs, and safety features around the Work in accordance with all provisions of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

E. Assume responsibility for any damage resulting from construction along roads or drives.

1.15 BLASTING

A. Blasting is not allowed for any purpose.

1.16 ARCHAEOLOGICAL REQUIREMENTS

A. Cease operations immediately and contact the Owner for instructions if historical or archaeological artifacts are found during construction.

B. Conduct all construction activities to avoid adverse impact of the sites where significant historical or archaeological artifacts are found or identified as an area where other artifacts could be found.

1. Obtain details for working in these areas from regulatory agencies.

2. Maintain confidentiality regarding the site(s) of artifacts.

3. Adhere to the requirements of applicable local, state, and federal Laws and Regulations.

4. Notify the Construction Manager and any local, state, or federal agency as required by applicable Laws and Regulations.

C. Do not disturb archaeological sites.

1. Obtain the services of a qualified archaeological specialist to instruct construction personnel on how to identify and protect archaeological finds on an emergency basis.

2. Coordinate activities to permit archaeological work to take place within the area.

a. Attempt to archaeologically clear areas needed for construction as soon as possible.

b. Provide a determination of priority for such areas.

D. Assume responsibility for any unauthorized destruction that might result to such sites by construction personnel, and pay all penalties assessed by state or federal agencies for non-compliance with these requirements.

E. Contract Times will be modified to compensate for delays caused by such archaeological finds. No additional compensation will be paid for delays.

1.17 ENDANGERED SPECIES RESOURCES

A. Do not perform any activity that is likely to destroy or adversely modify the habitat or jeopardize the continued existence of a threatened or endangered species as listed or proposed for listing under the Federal Endangered Species Act (ESA) or applicable state Laws and Regulations.

B. Cease Work immediately in the area of the encounter and notify the Construction Manager if a threatened or endangered species is encountered during construction. Construction Manager will implement actions in accordance with the ESA and applicable state statutes. Resume construction in the area of the encounter when authorized to do so by the Construction Manager.

1.18 CUTTING AND PATCHING

A. Perform cutting, fitting, and patching required to complete the Work or to:

1. Uncover Work to provide for installation of new Work or the correction of Defective Work.

2. Provide routine penetrations of non-structural surfaces for installation of mechanical, electrical, and plumbing Work.

3. Uncover Work that has been covered prior to observation by the Construction Manager.

B. Submit Notification by Contractor in accordance with Section 01 31 13 “Project Coordination” to the Construction Manager in advance of performing any cutting which affects:

1. Work of any other contractor or the Owner;

2. Structural integrity of any structure or system of the Project;

3. Integrity or effectiveness of weather exposed or moisture resistant structure or systems;
4. Efficiency, operational life, maintenance, or safety of any structure or system; or
5. Appearance of any structure or surfaces exposed occasionally or constantly to view.

C. Include in request:
1. Location and description of affected Work;
2. Reason for cutting, alteration, or excavation;
3. Effect on the Work of any separate contractor or Owner;
4. Effect on the structural or weatherproof integrity of the Work;
5. Description of proposed Work, including:
a. Scope of cutting, patching, or alteration;
b. Trades that will perform the Work;
c. Products proposed for use; and
d. Extent of refinishing to be performed.
6. Alternatives to cutting and patching;
7. Written authorization from any separate Contractor whose Work would be affected; and
8. Date and time Work will be uncovered or altered.

D. Inspect existing conditions prior to starting the Work, including elements subject to damage or movement during cutting and patching. Uncover elements where required for an adequate inspection. Notify the Construction Manager of any conditions that negatively impact the ability to perform cutting and patching. Contractor is deemed to have accepted the existing conditions and assumed the risk associated with completing the Work when cutting or patching is started after the inspection.

E. Provide adequate support to maintain the structural integrity of facilities, structures, or elements that could be affected by cutting, patching or installing new Work. Provide devices and methods to protect facilities, structures, or elements from damage that could be affected by Contractor's efforts. Provide protection from the weather for portions of the Project that may be exposed by cutting and patching.

F. Make cuts or penetrations using methods that prevent damage to other Work and provide proper surfaces for patching and repairs.

G. Fit and adjust installed products to comply with specified products, functions, tolerances, and finishes.

H. Patch or repair facilities, structures or elements to provide completed Work per the Contract Documents.

I. Fit Work air-tight to pipes, sleeves, ducts, conduit, and other penetrations through the surfaces. Where fire rated separations are penetrated, fill the space around the pipe with materials with physical characteristics equivalent to fire resistance requirements of

penetrated surface. Provide firestop inserts inside pipes, sleeves, ducts, conduit, and other penetrations when required by fire resistance requirements.

J. Patch finished surfaces and building components using new products specified for the original installation. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:

1. For continuous surfaces, refinish to the nearest intersection.
2. For an assembly, refinish the entire unit.

1.19 OCCUPANCY

A. Owner has the right to occupy or operate any portion of the Project that is ready for use after notifying the Contractor of its intent to do so.

B. Testing of equipment and appurtenances including specified test periods, training, and startup does not constitute acceptance for operation.

C. Owner may accept the facility for continued use after startup and testing at the option of the Owner. If acceptance is delayed at the option of the Owner, shut down facilities per approved operation and maintenance procedures.

D. The execution of bonds is understood to indicate the consent of the surety to these provisions for occupancy of the structures and use of equipment.

E. Provide an endorsement from the insurance carrier permitting occupancy of the structures and use of equipment during the remaining period of construction.

F. Conduct operations to ensure the least inconvenience to the Owner and general public.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 31 13 PROJECT COORDINATION

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Administer contract requirements to construct the Project. Provide documentation per the requirements of this Section. Provide information as requested by the OPT.

1.02 DOCUMENTATION

A. Provide documents in accordance with Section 01 33 00 “Document Management.”

1.03 COMMUNICATION DURING THE PROJECT

A. Construction Manager is to be the first point of contact for all parties on matters concerning this Project.

B. Construction Manager will coordinate correspondence concerning:

1. Contract administration;
2. Clarification and interpretation of the Contract Documents;
3. Contract modifications;
4. Observation of Work and testing; and
5. Claims.

C. Construction Manager will normally communicate only with the Contractor. Any required communication with Subcontractors or Suppliers will only be with the direct involvement of the Contractor.

D. Direct written communications to the Construction Manager at the address indicated at the pre-construction conference. Include the following with communications as a minimum:

1. Name of the Owner;
2. Project name;
3. Contract title;
4. Project number;
5. Date; and
6. A reference statement.

E. Submit communications on the forms referenced in this Section or in Section 01 33 00 “Document Management.”

1.04 PROJECT MEETINGS

A. Pre-Construction Conference:

1. Attend a pre-construction conference;
2. The location of the conference will be determined by the Construction Manager;

3. The time of the conference will be determined by the Construction Manager, but will be after the Notice of Award is issued and not later than 15 days after the Notice to Proceed is issued;
4. The OPT, Contractor's project manager and superintendent, representatives of utility companies, and representatives from major Subcontractors and Suppliers may attend the conference; and
5. Provide and be prepared to discuss:
    a. Preliminary construction schedule per Section 01 33 05 "Construction Progress Schedule";
    b. Preliminary Schedule of Documents per Section 01 33 00 "Document Management";
    c. Schedule of Values and anticipated schedule of payments per Section 01 29 00 "Application for Payment Procedures";
    d. List of Subcontractors and Suppliers;
    e. Contractor's organizational chart as it relates to this Project; and
    f. Letter indicating the agents of authority for the Contractor and the limit of that authority with respect to the execution of legal documents, contract modifications, and payment requests.

B. Progress Meetings:
1. Attend meetings with the Construction Manager, Design Professional, and Owner.
    a. Meet monthly or as requested by the Construction Manager to discuss the Project.
    b. Meet at the Site or other location as designated by the Construction Manager.
    c. Contractor's superintendent and other key personnel are to attend the meeting. Other individuals may be requested to attend to discuss specific matters.
    d. Notify the Construction Manager of any specific items to be discussed a minimum of 1 week prior to the meeting.
2. Provide information as requested by the Construction Manager, Design Professional or Owner concerning this Project. Prepare to discuss:
    a. Status of overall project schedule;
    b. Contractor's detailed schedule for the next month;
    c. Anticipated delivery dates for equipment;
    d. Coordination with the Owner;
    e. Status of documents;
    f. Information or clarification of the Contract Documents;
    g. Claims and proposed modifications to the Contract;
    h. Field observations, problems, or conflicts; and

i. Maintenance of quality standards.

3. Construction Manager will prepare a record of meeting proceedings. Review the record of the meeting and notify the Construction Manager of any discrepancies within 10 days of the date the record of the meeting is provided. The record will not be corrected after the 10 days have expired. Corrections will be reflected in the record of the following meeting.

C. Pre-Documentation and Pre-Installation Meetings:

1. Conduct pre documentation and pre installation meetings as required in the individual technical Specifications or as determined necessary by the Construction Manager (for example, instrumentation, roofing, concrete mix design, etc.).

2. Set the time and location of the meetings when ready to proceed with the associated Work. Submit a Notification by Contractor in accordance with Paragraph 1.07 for the meeting 2 weeks before the meeting. OPT must approve of the proposed time and location.

3. Attend the meeting and require the participation of appropriate Subcontractors and Suppliers in the meeting.

4. Construction Manager will prepare a record of meeting proceedings. Review the record of the meeting and notify the Construction Manager of any discrepancies within 10 days of the date the record of the meeting is provided. The record will not be corrected after the 10 days have expired. Corrections will be reflected in the record of the following meeting.

5. Conduct pre-installation meetings for: pipeline laying and backfill; high performance coatings.

D. Weekly Coordination Meetings: Meet on a weekly basis with the Construction Manager or designated on-site representative of the OPT to discuss Work planned for the following week, review coordination issues, testing required, or other issues. Records of these meetings are not required.

1.05 REQUESTS FOR INFORMATION

A. Submit a Request for Information to the Construction Manager to obtain additional information or clarification of the Contract Documents.

1. Submit a separate Request for Information for each item on the form provided by the Construction Manager.

2. Attach adequate information to permit a response without further clarification. Construction Manager will return requests that do not have adequate information to the Contractor for additional information. Contractor is responsible for all delays resulting from multiple reviews due to inadequate information.

3. A response will be made when adequate information is provided. The response will be made on the Request for Information form provided by the Construction Manager.

B. Response to a Request for Information is given to provide additional information, interpretation, or clarification of the requirements of the Contract Documents, and does not modify the Contract Documents.

1. Submit a Change Proposal per Section 01 26 00 “Change Management” if a contract modification is suggested or required.

C. Use the Decision Register to document decisions made at meetings and actions to be taken in accordance with Paragraph 1.06.

D. Use the Action Item Register to document assignments for actions to be taken in accordance with Paragraph 1.06.

1.06 DECISION AND ACTION ITEM REGISTER

A. Construction Manager will maintain a Decision Register to document key decisions made during meetings, telephone conversations, or visits to the Site using the format provided by the Construction Manager:

1. Review the Decision Register prior to each regular meeting.

2. Report any discrepancies to the Construction Manager for correction or discussion at the next monthly meeting.

B. Construction Manager will maintain an Action Item Register in conjunction with the Decision Register to track assignments made during meetings, telephone conversations or visits to the Site using the format provided by the Construction Manager:

1. Review the Action Item Register prior to each regular meeting.

2. Report actions taken after the previous progress meeting on items in the register assigned to the Contractor or through the Contractor to a Subcontractor or Supplier to the Construction Manager. Report on status of progress 1 week prior to each progress meeting established in Paragraph 1.04 to allow Construction Manager to update the register prior to the Progress Meetings.

3. Be prepared to discuss the status at each meeting.

C. Decisions or action items in the register that require a change in the Contract Documents will have the preparation of a Modification as an action items if appropriate. The Contract Documents can only be changed by a Modification.

1.07 NOTIFICATION BY CONTRACTOR

A. Notify the Construction Manager of:

1. Need for testing;

2. Intent to work outside regular working hours;

3. Request to shut down facilities or utilities;

4. Proposed utility connections;

5. Required observation by Construction Manager, Engineer, or inspection agencies prior to covering Work; and

6. Training.

B. Provide notification a minimum of 2 weeks in advance to allow OPT time to respond appropriately to the notification.

C. Use the Notification by Contractor form provided by the Construction Manager.

1.08 REQUESTS FOR MODIFICATIONS

A. Submit requests for Modifications per Section 01 26 00 “Change Management.”

1.09 PLAN OF ACTION

A. Submit a written Plan of Action for approval for shutting down essential services. These include:
   1. Electrical power;
   2. Control power;
   3. Process piping;
   4. Process equipment;
   5. Communications equipment; and
   6. Other designated functions.

B. Describe the following in the Plan of Action:
   1. Scheduled dates for construction;
   2. Work to be performed;
   3. Utilities, piping, or services affected;
   4. Length of time the service or utility will be disturbed;
   5. Procedures to be used to carry out the Work;
   6. Plan of Action to handle emergencies;
   7. List of manpower, equipment, and ancillary supplies;
   8. Backups for key pieces of equipment and key personnel; and
   9. Contingency plan that will be used if the original schedule cannot be met.

C. Submit plan 2 weeks prior to beginning the Work.

1.10 RECORD DATA

A. Submit information required by the Contract Documents that is not related to a product as Record Data using the form provided by the Construction Manager.

1.11 RECORD DOCUMENTS

A. Maintain one complete set of printed Record Documents at the Site including:
   1. Drawings;
   2. Specifications;
   3. Addenda;
   4. Modifications;

5. Product Data and approved Shop Drawings;
6. Construction photographs;
7. Test Reports;
8. Clarifications and other information provided in Request for Information responses; and
9. Reference standards.

B. Store printed Record Documents and Samples in the Contractor's field office.
1. Record Documents are to remain separate from documents used for construction.
2. Provide files and racks for the storage of Record Documents.
3. Provide a secure storage space for the storage of Samples.
4. Maintain Record Documents in clean, dry, legible conditions, and in good order.
5. Make Record Documents and Samples available at all times for inspection by the OPT.

C. Maintain an electronic record of Specifications and Addenda to identify products provided in PDF format.
1. Reference the Product Data number, Shop Drawing number, and O&M manual number for each product and item of equipment furnished or installed.
2. Reference Modifications by type and number for all changes.

D. Maintain an electronic record of Drawings in PDF format.
1. Reference the Product Data number, Shop Drawing number, and O&M manual number for each product and item of equipment furnished or installed.
2. Reference Modifications by type and number for all changes.
3. Record information as construction is being performed. Do not conceal any Work until the required information is recorded.
4. Mark drawings to record actual construction.
    a. Depths of various elements of the foundation in relation to finished first floor datum or the top of walls.
    b. Horizontal and vertical locations of underground utilities and appurtenances constructed, and existing utilities encountered during construction.
    c. Location of utilities and appurtenances concealed in the Work. Refer measurements to permanent structures on the surface. Include the following equipment:
        1) Piping;
        2) Ductwork;
        3) Equipment and control devices requiring periodic maintenance or repair;
        4) Valves, unions, traps, and tanks;
        5) Services entrance;

6) Feeders; and

7) Outlets.

d. Changes of dimension and detail.

e. Changes by Modifications.

f. Information in Requests for Information or included in the Decision Register.

g. Details not on the original Drawings. Include field verified dimensions and clarifications, interpretations, and additional information issued in response to Requests for Information.

5. Mark Drawings with the following colors:

a. Highlight references to other documents, including Modifications in blue.

b. Highlight mark ups for new or revised Work (lines added) in yellow.

c. Highlight items deleted or not installed (lines to be removed) in red.

d. Highlight items constructed per the Contract Documents in green.

6. Submit Record Documents to Construction Manager for review and acceptance 30 days prior to Final Completion of the Project.

E. Applications for Payment will not be recommended for payment if Record Documents are found to be incomplete or not in order. Final payment will not be recommended without complete Record Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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01 33 00 DOCUMENT MANAGEMENT

PART 1 - GENERAL

1.01 SUMMARY

A. Submit documentation as required by the Contract Documents and as requested by the Construction Manager.

B. Use the Project Management Information System (PMIS) provided by the Owner. Software for the PMIS is FNiManager which has the following system requirements:

1. Operating Systems: Windows 7 or later and OS X v10.8 or later.

2. Supported Internet Browsers: Internet Explorer 11.0 or later, Google Chrome 70.0 or later, Firefox 63.0 or later, Safari 11.0 or later, and Microsoft Edge 17.0 or later.

3. Screen Resolution: The recommended screen resolution is 1280 x 1024 or higher. The minimum screen resolution required to support all features is 1024 x 768.

1.02 QUALITY ASSURANCE

A. Submit legible, accurate, complete documents presented in a clear, easily understood manner. Documents not meeting these criteria will be returned without review as “Not Approved.”

1.03 CONTRACTOR’S RESPONSIBILITIES

A. Review documents prior to submission. Make certifications as required by the Contract Documents and as indicated on Construction Manager provided forms.

B. Provide a Schedule of Documents to list the documents that are to be submitted, the dates on which documents are to be sent to the Construction Manager for review. Use the form provided by the Construction Manager for this list.

C. Incorporate the dates for processing documents into the Progress Schedule required by Section 01 33 05 “Construction Progress Schedule.”

1. Provide documents in accordance with the schedule so construction of the Project is not delayed.

2. Allow a reasonable time for the review of documents when preparing the Progress Schedule. Assume a 14-day review cycle for each document unless a longer period of time is indicated in the Contract Documents or agreed to by Construction Manager and Contractor.

3. Schedule delivery of review documents to provide all information for interrelated Work at one time.

4. Allow adequate time for processing documents so construction of the Project is not delayed.

1.04 FORMS AND WORKFLOWS

A. Use the forms or workflow process provided by the Construction Manager for project documentation.

1.05 DOCUMENT PREPARATION AND DELIVERY PROCEDURES

A. Deliver documents in electronic format as directed by the Construction Manager.

1. Do not leave any blanks incomplete. If information is not applicable, enter NA in the space provided.

2. Deliver all documents in Portable Document Format (PDF).

a. Create PDF document using Bluebeam Revu software.

b. Create PDF documents from native format files unless files are only available from scanned documents.

c. Rotate pages so that the top of each document appears at the top of the monitor screen when opened in PDF viewing software.

d. Provide PDF document with adequate resolution to allow documents to be printed in a format equivalent to the document original. Documents are to be scalable to allow printing on standard 8-1/2 x 11 or 11 x 17 paper.

e. Submit color PDF documents where color is required to interpret the document.

f. Create or convert documents to allow text to be selected for comments or searched using text search features. Run scanned documents through Optical Character Recognition (OCR) software if necessary.

g. Flatten markups in documents to prevent markups made by Contractor from being moved or deleted. Flatten documents to allow markup recovery.

h. Use Bluebeam Revu software to reduce file size using default settings except the option for “Drop Metadata”. Uncheck the “Drop Metadata” box when reducing file size.

i. Add footers to each document with the name of the Project.

B. Software Requirements:

1. OPT and Contractor will each acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the following software formats:

Document	Document Format
Email	.htm, .rtf, or .txt without formatting that impairs legibility of content on screen or in printed copies
Submittals	Bluebeam PDF
Applications for Payment	Bluebeam PDF and Microsoft® Excel
Progress Schedules	PDF and Schedule in Native Format

Document	Document Format
Layouts and drawings to be submitted to Owner for future use and modification.	Autodesk® AutoCAD .dwg format
Document submitted to OPT for future word processing use and modification.	Microsoft® Word
Spreadsheets and data submitted to OPT for future data processing use and modification.	Microsoft® Excel

2. Software will be the version currently published at the time Contract is signed, unless a specific software version in listed in the Supplementary Conditions. Prior to using any updated version of the software required in this Section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or convert to comply with this Paragraph 1.05.B.

1.06 DOCUMENT NUMBERING (NOT USED)

1.07 DOCUMENTATION

A. Furnish documents as indicated in Section 01 33 01 “Document Register” or in the individual Specification Sections. Submit documents per the procedures described in the Contract Documents.

B. Submit documents per the Specification Sections shown in the following table:

Document Type	Specification Section
Application for Payment	01 29 00
Certified Test Report	01 33 02 for approval of product 01 40 00 to demonstrate compliance
Change Management	01 26 00
Equipment Installation Report	01 75 00
Graphic Documentation	01 33 06
Notification by Contractor	01 31 13
Operation & Maintenance Manuals	01 33 04
Product Data	01 33 03
Progress Schedules	01 33 05
Record Data	01 31 13
Request for Information	01 31 13
Schedule of Values	01 29 00
Shop Drawing	01 33 02
Substitutions	01 26 00
Suppliers and Subcontractors	01 31 13 01 33 03

1.08 Electronic Documents Protocol

A. The parties shall follow the provisions in this Section, referred to as the Electronic Documents Protocol (“EDP”), for exchange of electronic transmittals.

B. Basic Requirements:

1. Except as otherwise stated elsewhere in the Contract Documents, the OPT and Contractor will send and accept Electronic Documents sent by Electronic Means using the protocols provided in this Section.

2. The contents of the information in any Electronic Document will be the responsibility of the transmitting party. Electronic Documents may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, and are subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

3. Provisions of this Contract regarding Electronic Documents must be incorporated into other agreements or subcontracts on the Project. Nothing in this paragraph reduces or eliminates requirements:

   a. to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations;

   b. to comply with any applicable Law or Regulation governing the signing and sealing of design documents and related Modifications or the signing and electronic transmission of any other documents; or

   c. to comply with the notice requirements.

4. When sending Electronic Documents by Electronic Means the sending party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or sending Electronic Documents.

C. System Infrastructure for Electronic Document Exchange:

1. Contractor will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost. System Infrastructure must comply with these requirements.

2. The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 100 MB. Attachments larger than that may be exchanged in parts or by using large file transfer functions or physical media.

3. Contractor assumes full and complete responsibility for its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software.

4. Contractor is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

5. Contractor will operate and maintain industry-standard, industry-accepted, ISO standard, commercial-grade security software and systems that are intended to

protect others from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. Contractor will not be liable to others for any breach of system security to the extent that Contractor maintains and operates required security software and systems.

6. In the case of disputes, conflicts, or modifications to the use of Electronic Documents required to address issues affecting System Infrastructure, Contractor and OPT will cooperatively resolve the issues; but, failing resolution, OPT is authorized to make and require reasonable and necessary changes meet its original intent. Contractor may submit a Change Proposal if the changes cause additional cost or time to Contractor that could not have reasonably been anticipated.

7. Contractor and OPT are both responsible for their own back-up and archive of documents sent and received during the term of the contract. Contractor and OPT remain solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract as each party deems necessary for its own purposes.

8. If a Contractor or OPT receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

9. OPT will operate a project information management system (Project Website) for use of OPT and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this Contract, use of the Project Website will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information.

D. Software Requirements:

1. OPT and Contractor will each acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the following software formats:

Document	Document Format
Email	.htm, .rtf, or .txt without formatting that impair legibility of content on screen or in printed copies
Submittals	Bluebeam PDF
Applications for Payment	Bluebeam PDF and Microsoft® Excel
Progress Schedules	PDF and Schedule in Schedule in Native Format
Layouts and drawings to be submitted to Owner for future use and modification	Autodesk® AutoCAD .dwg format

Document	Document Format
Document submitted to OPT for future word processing use and modification	Microsoft® Word
Spreadsheets and data submitted to OPT for future data processing use and modification	Microsoft® Excel

2. Software will be the version currently published at the time Contract is signed, unless a specific software version in listed in the Supplementary Conditions. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or convert to comply with this Section.

3. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

E. Requests by Contractor for Electronic Documents in Other Formats:

1. Release of any Electronic Documents developed during the design process (including Contract Documents, Technical Data, Drawings, and computer models) in formats other than those identified in this Section will be at the discretion of the OPT.

2. To the extent determined by OPT, release of Electronic Documents and other project information requested by Contractor ("Request") in formats other than those identified in this Section will be subject to the provisions of Owner's response to the Request, and to the following conditions:

a. The content included in the Electronic Documents covered by the Request was prepared by Design Professional as an internal working document or electronic computer model solely for Design Professional's purposes and not for any construction processes, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Design Professional to Contractor under the Request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and Contractor waives any claims against the Design Professional or Owner arising from use of data in Electronic Documents covered by the Request.

c. **CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND DESIGN PROFESSIONAL AND THEIR SUBCONSULTANTS FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND DEFENSE COSTS ARISING OUT OF OR RESULTING FROM THE CONTRACTOR'S USE, ADAPTATION, OR DISTRIBUTION OF ANY ELECTRONIC DOCUMENTS PROVIDED UNDER THE REQUEST.**

d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Design Professional, unless such distribution is specifically identified in the Request and is limited to the Contractor's subcontractors. Contractor warrants that subsequent use by the Contractor's subcontractors complies with all terms of the Contract Documents and the Owner's response to Request.

3. In the event that Owner elects to provide or directs Design Professional to provide to Contractor any Contractor-requested Electronic Document versions of project information that is not explicitly identified in the Contract Documents as being available to Contractor, Owner shall be reimbursed by Contractor on an hourly basis for any costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Design Professional in accordance with the General Conditions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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01 33 01 DOCUMENT REGISTER

Specification Section	Specification Description	Paragraph No.	Types of Documents Required			
			Product Information	Sample or Mockup	Operation Data	Other
03 11 00	CONCRETE FORMING	1.03	Shop Drawing & Product Data	Sample		
03 21 00	REINFORCING STEEL	1.03	Shop Drawing & Product Data	Sample		Certified Test Reports
03 30 00	CAST-IN-PLACE CONCRETE	1.03	Shop Drawing & Product Data	Sample		Certified Test Reports
03 41 19	PRECAST REINFORCED CONCRETE VALVE VAULT	1.03	Product Data			Concrete Mix and Test Results
07 11 13.01	CONCRETE VAULT BITUMINOUS DAMPPROOFING	1.03	Product Data			Letter of Recommendation
09 96 00.01	HIGH-PERFORMANCE COATINGS	1.03	Product Data	Sample		Certified Test Reports
09 97 16	PIPELINE COATINGS AND LININGS	1.02	Shop Drawing			Quality Control Submittals
13 47 13	CATHODIC PROTECTION	1.03	Shop Drawing & Product Data	Sample	O&M Manual	Cerfications of Equipment and Materials, Certification of Experience, Schedule, Well Drilling Permits
26 01 26	TESTING OF ELECTRICAL SYSTEMS	1.03				Electrical Qualifications, Testing Plan, Testing Report
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	1.03	Shop Drawing & Product Data	Sample	O&M Manual	Master Electrician's and Journeyman's Licenses
26 05 19	LOW-VOLTAGE ELECTRICAL CONDUCTORS AND CABLES	1.03	Product Data	Sample		Product Schedule
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	1.02	Shop Drawing & Product Data			
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	1.03	Product Data			
26 05 33	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	1.04	Product Data			Pull and Junction Boxes Sizing Calculations
26 05 43.01	MANHOLES AND CONCRETE PULL BOXES FOR ELECTRICAL SYSTEMS	1.03	Shop Drawing			Manhole and Concrete Pull Box Calculations
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	1.02	Product Data			Identification Schedule
26 05 73.01	ELECTRICAL POWER SYSTEM STUDIES	1.04	Shop Drawing & Product Data			
26 24 16.02	LIGHTING AND BRANCH PANELBOARDS	1.03	Shop Drawing			
26 27 26	WIRING DEVICES	1.03	Shop Drawing			
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	1.03	Shop Drawing		O&M Manual	
26 41 13	LIGHTNING PROTECTION FOR STRUCTURES	1.03	Shop Drawing			Continuity Test Report, Copy of U.L. Master Label
26 42 00.01	CORROSION MONITORING SYSTEM	1.05	Product Data			Quality Assurance Submittals
26 50 00	LIGHTING	1.03	Product Data			Bill of Material
27 05 00	COMMON WORK RESULTS FOR COMMUNICATIONS	1.03	Shop Drawing & Product Data			System Installer's Resumes, Field Test Reports
27 05 26	GROUNDING AND BONDING FOR COMMUNICATION SYSTEMS	1.02	Shop Drawing & Product Data			Field Quality-Control Test Reports
27 15 23.01	FIBER OPTIC CONDUIT SYSTEM COMPONENTS ALONG PIPELINES	1.03	Shop Drawing			Field Test Reports, Record Drawings
31 05 16	AGGREGATES FOR EARTHWORK	1.02				Classification Testing, Contamination Certification
31 23 10	STRUCTURAL EXCAVATION AND BACKFILL	1.03				Qualification Data, List of Compaction Equipment, Backfill Material Classifications, Compaction Test Results
31 23 23.34	FLOWABLE FILL	1.03				Historical or Trial Mix Data and Test Results
31 23 33.16	TRENCHING AND BACKFILL	1.02				Certified Test Reports
32 01 29	RIGID PAVING REPAIR	1.02				Record Data
32 31 13.53	HIGH-SECURITY CHAIN LINK FENCES AND GATES	1.03	Shop Drawing & Product Data	Sample		Samples for Initial Selection, Samples for Verification, Product Certificates, Preinstallation Conference

01 33 01 DOCUMENT REGISTER

Specification Section	Specification Description	Paragraph No.	Types of Documents Required			
			Product Information	Sample or Mockup	Operation Data	Other
33 05 01.05	BAR-WRAPPED CONCRETE CYLINDER PIPE AND FITTINGS	1.03	Shop Drawing & Product Data	Sample		
33 05 23.33	PIPELINE CROSSING	1.03	Shop Drawing	Sample		
33 11 13.13	STEEL PIPE AND FITTINGS	1.03	Shop Drawing			Certification of Compliance with Contract Documents, Certified Test Reports, Record Data
33 12 16.16	AIR RELEASE AND AIR AND VACUUM VALVES	1.02	Shop Drawing			
33 12 16.23	GATE VALVES	1.03	Shop Drawing		O&M Manual	Certified Test Reports
33 12 16.26	BUTTERFLY VALVES	1.03	Shop Drawing		O&M Manual	Manufacturer's Data
40 90 00	INSTRUMENTATION AND CONTROL FOR PROCESS SYSTEMS	1.06	Shop Drawing & Product Data		O&M Manual	Spare Parts List
40 90 02	SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM	1.02	Shop Drawing & Product Data	Sample	O&M Manual	Factory Test Reports, Equipment Installation Report
40 95 43	COMMUNICATIONS INTERFACE EQUIPMENT	1.02	Shop Drawing		O&M Manual	

01 33 02 SHOP DRAWINGS

PART 1 - GENERAL

1.01 SUMMARY

A. Shop Drawings are required for those products that cannot adequately be described in the Contract Documents to allow fabrication, erection, or installation of the product without additional detailed information from the Supplier.

B. Submit Shop Drawings as required by the Contract Documents and as reasonably requested by the Construction Manager to:

1. Record the products incorporated into the Project;

2. Provide detailed information for the products proposed for the Project regarding their fabrication, installation, commissioning, and testing; and

3. Allow the Design Professional to advise the Owner if products proposed for the Project by the Contractor conform, in general, to the design concepts of the Contract Documents.

C. Contractor's responsibility for full compliance with the Contract Documents is not relieved by the review of Shop Drawings, Samples, or mockups.

D. Submit a Change Proposal per Section 01 26 00 "Change Management" to request modifications to the Contract Documents, including those for approval of "or equal" products when specifically allowed by the Contract Documents or as a substitution for specified products or procedures. Deviations from the Contract Documents can only be approved Change Order or Field Order.

1.02 QUALITY ASSURANCE

A. Submit legible, accurate, and complete documents presented in a clear, easily understood manner. Shop Drawings not meeting these criteria will not be approved.

B. Demonstrate that the proposed products are in full compliance with the design criteria and requirements of the Contract Documents, or will be if deviations requested per Paragraph 1.11 are approved.

C. Furnish and install products that fully comply with the information included in the Shop Drawings.

1.03 CONTRACTOR'S RESPONSIBILITIES

A. Furnish Shop Drawings for products as indicated in Section 01 33 01 "Document Register" or in the individual Specification Sections.

B. Include Shop Drawings in the Document Register required by Section 01 33 00 "Document Management" to indicate the Shop Drawings to be submitted, the dates on which Shop Drawings are to be sent to the Construction Manager for review, and proposed dates that the product will be incorporated into the Project.

C. Incorporate the dates for processing Shop Drawings into the Progress Schedule required by Section 01 33 05 "Construction Progress Schedule."

1. Submit Shop Drawings in accordance with the schedule so construction of the Project is not delayed.
2. Submit Shop Drawings for interrelated Work at one time.
3. Allow adequate time for ordering, fabricating, delivering, and installing products so construction of the Project is not delayed.

D. Complete the following before submitting a Shop Drawing or Sample:

1. Prepare and review the Shop Drawing or Sample. Coordinate the Shop Drawing or Sample with other Shop Drawings and Samples, with the requirements of the Work, and the Contract Documents;
2. Determine and verify specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to Shop Drawings and Samples;
3. Determine and verify the suitability of materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
4. Determine and verify information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

E. Determine and verify:

1. Field measurements, quantities, and dimensions are shown on the Shop Drawing and are accurate;
2. Location of existing structures, utilities, and equipment related to the Shop Drawing have been shown and conflicts between the products, existing structures, utilities, and equipment have been identified;
3. Conflicts that impact the installation of the products have been brought to the attention of the Construction Manager;
4. Shop Drawing is complete for its intended purpose; and
5. Conflicts between the Shop Drawing related to the various Subcontractors and Suppliers have been resolved.

F. Review Shop Drawings prior to submitting to the Construction Manager. Certify that all Shop Drawings have been reviewed by the Contractor and are in strict conformance with the Contract Documents as modified by Addenda, Change Order, Field Order, or Contract Amendment when submitting Shop Drawings except for deviations specifically brought to the Construction Manager's attention on an attached Shop Drawing Deviation Request form in accordance with Paragraph 1.11.

G. Fabrication or installation of any products prior to the approval of Shop Drawings is done at the Contractor's risk. Defective products may be rejected at the Owner's option.

H. Payment will not be made for products for which Shop Drawings or Samples are required until these are approved by the Construction Manager and Design Professional.

1.04 DOCUMENTATION

A. Provide adequate information in Shop Drawings and with Samples so the Design Professional can:

1. Assist the Owner in selecting colors, textures, or other aesthetic features.

2. Compare the proposed features of the product with the specified features and advise Owner that the product does, in general, conform to the Contract Documents.

3. Compare the performance features of the proposed product with those specified and advise the Owner that the product does, in general, conform to the performance criteria specified in the Contract Documents.

4. Review required certifications, guarantees, warranties, and service agreements for compliance with the Contract Documents.

B. Include a complete description of the material or equipment to be furnished, including:

1. Type, dimensions, size, arrangement, model number, and operational parameters of the components;

2. Weights, gauges, materials of construction, external connections, anchors, and supports required;

3. Performance characteristics, capacities, engineering data, motor curves, and other information necessary to allow a complete evaluation of mechanical components;

4. All applicable standards;

5. Fabrication and installation drawings, setting diagrams, manufacturing instructions, templates, patterns, and coordination drawings;

6. Wiring and piping diagrams and related controls;

7. Mix designs for concrete, asphalt, or other materials proportioned for the Project; and

8. Complete and accurate field measurements for products which must fit existing conditions. Indicate on the document that the measurements represent actual dimensions obtained at the Site.

C. Submit Shop Drawings that require coordination with other Shop Drawings for fabrication at the same time. Shop Drawings requiring coordination with other Shop Drawings will not be approved until a complete package is submitted, unless approved by the Construction Manager.

D. Submit information for all of the components and related equipment required for a complete and operational system in one Submittal.

1. Include electrical, mechanical, and other information required to indicate how the various components of the system function together as a system.

2. Provide certifications, warranties, and written guarantees and service contracts with the document package for review when these are required.

1.05 SPECIAL CERTIFICATIONS AND REPORTS

A. Provide all required special certifications, reports, and other documentation with the Shop Drawings as specified in the individual Specification Sections which may include:

1. Certified Test Reports (CTR): A report prepared by an approved testing agency giving results of tests performed on products to indicate their compliance with the Specifications. This report is to demonstrate that the product, when installed, will meet the requirements of the Contract Documents and is part of the Shop Drawing. Field tests may be performed by the Owner to determine that in place materials or products meet the same quality as indicated in the CTR submitted as part of the Shop Drawing.

2. Certification of Local Field Service (CLS): A certified letter stating that field service is available from a factory or supplier approved service organization located within a 300-mile radius of the Site. Include the names, addresses, and telephone numbers of approved service organizations with the certificate.

3. Certification of Adequacy of Design (CAD): A certified letter from the manufacturer of the equipment stating that the equipment has been designed to be structurally stable and to withstand all imposed loads without deformation, failure, or adverse effects to the performance and operational requirements of the unit. The letter must state that mechanical and electrical components have been adequately sized to be fully operational for the conditions specified or normally encountered by the product's intended use.

4. Certification of Applicator/Subcontractor (CSQ): A certified letter stating that the applicator or subcontractor proposed to perform a specified function is duly designated as factory authorized and trained for the application of the specified product.

1.06 (NOT USED)

1.07 WARRANTIES AND GUARANTEES

A. Provide all required warranties, guarantees, and related documents with the Shop Drawing. The effective date of warranties and guarantees will be the date of Substantial Completion.

B. Identify all extended warranties which are defined as any guarantee of performance for the product or system beyond the one-year correction period described in the General Conditions. Issue the warranty certificate in the name of the Owner. Provide a warranty bond for extended warranties if required by the individual Specification Sections.

C. Include an additional copy of equipment warranties in operation and maintenance manuals.

D. Provide a copy of all warranties in a separate document in accordance with Section 01 70 00 "Execution and Closeout Requirements."

1.08 EXTENDED SERVICE AGREEMENTS

A. Provide Extended Service Agreements and related documents with the Product Data. An Extended Service Agreement is a contract between the Owner and an approved

Subcontractor or Supplier to provide service and or maintenance beyond that required to fulfill requirements for warranty repairs, or to perform routine maintenance for a definite period beyond the one-year correction period specified in the General Conditions.

B. An Extended Service Agreement does not relieve the Contractor from obligations under the one-year correction period or warranty provisions specified in the General Conditions.

C. An Extended Service Agreement does not relieve the Contractor from obligations under the maintenance bond, if a maintenance bond is required by the Contract.

D. Requirements for the Extended Service Agreement are described in the Specification Sections for each piece of equipment or system requiring an Extended Service Agreement.

E. Enter into a contract with the service provider and assign the service contract to the Owner on the date Substantial Completion. Once assigned to the Owner, Contract requirements for the Extended Service Agreement will be complete and will not extend the Contract between the Owner and Contractor.

F. Owner may require that a performance bond be provided for the Extended Service Agreement. Provide a separate bond meeting the same requirements as those for the Contractor's performance bond if required. The bond will be in the amount of the Extended Service Agreement.

G. Include an additional copy of Extended Service Agreements in operation and maintenance manuals.

H. Provide a copy of Extended Service Agreements in a separate document in accordance with Section 01 70 00 "Execution and Closeout Requirements."

1.09 SHOP DRAWING SUBMITTAL PROCEDURES

A. Submit Shop Drawings to the Construction Manager. Send all documents in digital format for processing.

1. Provide all information requested. Do not leave any blanks incomplete. If information is not applicable, enter NA in the space provided.

2. Submit all documents in Portable Document Format (PDF) as required by Section 01 33 00 "Document Management." Provide color PDF documents where color is required to interpret the Shop Drawing. Provide Samples and color charts per Paragraph 1.10.

3. Submit each specific product, class of material, or equipment system separately so these can be tracked and processed independently. Do not submit Shop Drawings for more than one independent system in the same Submittal.

4. Submit items specified in different Specification Sections separately unless they are part of an integrated system.

5. Define abbreviations and symbols used in Shop Drawings.

a. Use terms and symbols in Shop Drawings consistent with the Contract Drawings.

b. Provide a list of abbreviations and their meaning as used in the Shop Drawings.

c. Provide a legend for symbols used on Shop Drawings.

6. Mark Shop Drawings to reference:
    a. Related Specification Sections;
    b. Drawing number and detail designation;
    c. Equipment designation or name;
    d. Schedule references;
    e. System into which the product is incorporated; and
    f. Location where the product is incorporated into the Project.

B. Use the following conventions to markup Shop Drawings for review:
    1. Make comments and corrections in the color blue. Add explanatory comments to the markup.
    2. Highlight items in black (redact) that are not being furnished when the Supplier's standard drawings or information sheets are provided so that only the products to be provided are in their original color.
    3. Make comments in yellow where selections or decisions by the Design Professional are required, but such selections do not constitute a deviation from the Contract Documents. Add explanatory comments to the markup to indicate the action requested of the Design Professional.
    4. Make comments in orange that are deviation requests. Include the deviation request number on the Shop Drawing that corresponds to the deviation request on the Shop Drawing Deviation Request form. Include explanatory comments in the Shop Drawing Deviation Request form.
    5. Mark dimensions with the prefix "FD" to indicate field verified dimensions on the Shop Drawings.

C. Designate a document as requiring priority treatment to place the review of the Shop Drawing ahead of other Shop Drawings previously delivered. Shop Drawings are typically reviewed in the order received, unless Contractor requests that a different priority be assigned. Priority Shop Drawings will be reviewed before other Shop Drawings already received but not yet reviewed. Use of this priority designation for Shop Drawings may delay the review of Shop Drawings previously submitted. Contractor is responsible for delays resulting from the use of the priority designation status on Shop Drawings.

D. Complete the certification required by Paragraph 1.03.G.

1.10 SAMPLE AND MOCKUP SUBMITTAL PROCEDURES

A. Submit color charts and Samples for every product requiring color, texture, or finish selection.
    1. Submit color charts and Samples only after Shop Drawings for the products have been approved.
    2. Deliver all color charts and Samples at one time.
    3. Provide Samples of adequate size to clearly illustrate the functional characteristics of the product, with integrally related parts and attachment devices.

4. Indicate the full range of color, texture, and patterns.
5. Deliver color charts and Samples to the field office and store for the duration of the Project.
6. Notify the Construction Manager that color charts and Samples have been delivered for approval using the Notification by Contractor form.
7. Submit color charts and Samples not less than 30 days prior to when these products are to be ordered or released for fabrication to comply with the Project schedule.
8. Remove Samples that have not been approved. Submit new Samples following the same process as for the initial Sample until Samples are approved.
9. Dispose of Samples when related Work has been completed and approved and disposal is approved by the Construction Manager. At Owner's option, Samples will become the property of the Owner.

B. Construct mockups for comparison with the Work being performed.

1. Construct mockups from the actual products to be used in construction per the detailed specifications.
2. Construct mockups of the size and in the area indicated in the Contract Documents.
3. Construct mockups complete with texture and finish to represent the finished product.
4. Notify the Construction Manager that mockups have been constructed and are ready for approval using the Notification by Contractor form. Allow 2 weeks for Construction Manager to approve of the mockup before beginning the Work represented by the mockup.
5. Remove mockups that have not been approved. Construct new mockups following the same process as for the initial mockup until mockup is approved.
6. Protect mockups until Work has been completed and accepted by the Construction Manager.
7. Dispose of mockups when related Work has been completed and disposal is approved by the Construction Manager.

1.11 REQUESTS FOR DEVIATION

A. Submit a Change Proposal per Section 01 26 00 "Change Management" to request modifications to the Contract Documents, including those for approval of "or equal" products when specifically allowed by the Contract Documents or as a substitution for specified products or procedures.

B. Provide a Shop Drawing with the Change Proposal that clearly identifies deviations for any product or component of the product that does not fully comply with the Contract Documents using the Shop Drawing Deviation Request form provided by the Construction Manager. Mark deviations on the Shop Drawing per Paragraph 1.09.B.

C. Include a description of why the deviation is required and the impact on Contract Price or Contract Times. Include the amount of any cost savings to the Owner for deviations that result in a reduction in cost.

D. Identify each deviation request as a separate item. Include all requested deviations that must be approved as a group together and identify them as a single item.

E. Construction Manager will issue a Field Order or Change Order to approve acceptable deviations. Approval of a requested Shop Drawing deviation by the Design Professional on the Shop Drawings Deviation Request form indicates approval of the requested deviation only on its technical merits as generally conforming to the Contract Documents. Deviations from the Contract Documents can only be approved by a Modification issued by the Construction Manager.

1.12 CONSTRUCTION MANAGER AND DESIGN PROFESSIONAL RESPONSIBILITIES

A. Shop Drawings will be received by the Construction Manager. Construction Manager will log the documents and forward to the Design Professional for review per this Section for general conformance with the Contract Documents.

1. Design Professional's review and approval will be only to determine if the products described in the Shop Drawing or Sample will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Design Professional's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Design Professional's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

B. Comments will be made on items called to the attention of the Design Professional for review and comment. Any marks made by the Design Professional do not constitute a blanket review of the document or relieve the Contractor from responsibility for errors or deviations from the Contract requirements.

1. Design Professional will respond to Contractor's markups by either making markups directly in the Shop Drawing file using the color red or by attaching a Document Review Comments form with review comments keyed to the Drawings or Shop Drawing Deviation Request.

2. Shop Drawings that are reviewed will be returned with one or more of the following status designations:

a. Approved: Shop Drawing is found to be acceptable as submitted.

b. Approved as Noted: Shop Drawing is approved so long as corrections or notations made by Design Professional are incorporated into the Shop Drawing.

c. Not Approved: Shop Drawing or products described are not acceptable.

d. Cancelled: This action indicates that for some reason, the Shop Drawing is to be removed from consideration and all efforts regarding the processing of that document are to cease.

3. Shop Drawings will also be designated for one of the following actions:

    a. Documents Filed: Shop Drawing is acceptable without further action and has been filed as a record document.

    b. Shop Drawing Not Required: A Shop Drawing was not required by the Contract Documents. Resubmit the document per Section 01 33 03 “Product Data.”

    c. Cancelled: This action indicates that for some reason, the Shop Drawing is to be removed from consideration and all efforts regarding the processing of that document are to cease.

    d. Revise and Resubmit: Shop Drawing has deviations from the Contract Documents, significant errors, or is inadequate and must be revised and resubmitted for subsequent review.

    Actions “a” through “c” will close out the Shop Drawing review process and no further action is required as a Shop Drawing. Action “d” requires follow up action to close out the review process.

4. Drawings with a significant or substantial number of markings by the Contractor may be marked “Approved as Noted.” These drawings are to be revised to provide a clean record of the document. Proceed with ordering products as the documents are revised.

5. Dimensions or other data that do not appear to conform to the Contract Documents will be marked as “At Variance With” (AVW) the Contract Documents or other information provided. The Contractor is to make revisions as appropriate to comply with the Contract Documents.

C. Bring deviations to the Shop Drawings to the attention of the Design Professional for approval by using the Shop Drawing Deviation Request form. Use a single line for each requested deviation so the Status and Action for each deviation can be determined for that requested deviation. If approval or rejection of a requested deviation will impact other requested deviation, then all related deviations should be included in that requested deviation line so the status and action can be determined on the requested deviation as a whole.

D. Requested deviations will be reviewed as a possible Modification to the Contract Documents.

1. A requested deviation will be marked as “Not Approved” if the requested deviation is unacceptable. Contractor is to revise and resubmit the Shop Drawing with corrections for approval.

2. A Field Order will be issued by the Construction Manager for deviations approved by the Design Professional if the requested deviation is acceptable and if the requested deviation will not result in a change in Contract Price or Contract Times. Requested deviations from the Contract Documents may only be approved by Field Order.

3. A requested deviation will not be approved if the requested deviation is acceptable but the requested deviation will or should result in a change in Contract Price or Contract Times. Submit any requested deviation that requires a change in Contract

Price or Contract Times as a Change Proposal for approval prior to resubmitting the Shop Drawing.

E. Contractor is to resubmit a complete Shop Drawing incorporating revisions until it is acceptable and marked “Approved” or “Approved as Noted” and is assigned an action per Paragraph 1.12.B.3 that indicates that the Shop Drawing process is closed.

F. Information that is submitted as a Shop Drawing that should be submitted as Product Data or other type of document, or is not required may be returned without review, or may be deleted. No further action is required and the Shop Drawing process for this document will be closed.

1.13 RESUBMISSION REQUIREMENTS

A. Make all corrections or changes required by the Design Professional in the document and resubmit to the Construction Manager until approved.

B. Resubmit a complete Shop Drawing for each resubmittal. The last approved Shop Drawing must not rely on previous submissions. The final Shop Drawing is to provide a complete record for the Owner’s records.

C. Revise initial drawings or data and resubmit as specified for the reviewed document.

1. Highlight or cloud in green those revisions which have been made in response to the previous reviews by the Design Professional. This will include changes previously highlighted or clouded in yellow to direct attention to Design Professional to items requiring selections, decisions by the Design Professional or highlighted or clouded in orange for a requested deviation from the Contract Documents, or comments in red made by the Construction Manager.

2. Highlight and cloud new items in yellow where selections or decisions by the Design Professional are required, but such selections do not constitute a deviation from the Contract Documents. Add explanatory comments to the markup to indicate the action to be taken by the Design Professional.

3. Highlight and cloud new items in orange that are deviation requests. Include the deviation request number on the Shop Drawing that corresponds to the deviation request on the Shop Drawing Deviation Request form. Numbering for these new items is to start with the next number following the last Shop Drawing deviation requested. Include explanatory comments in the Shop Drawing Deviation Request form.

D. Pay for excessive review of Shop Drawings.

1. Excessive review of Shop Drawings is defined as any review required after the original review has been made and the first resubmittal has been checked to see that corrections have been made.

2. Review of Shop Drawings or Samples will be an additional service requiring payment by the Contractor if the Contractor submits a substitution for a product for which a Shop Drawing or Sample has previously been approved, unless the need for such change is beyond the control of Contractor.

3. Cost for additional review time will be billed to the Owner by the Design Professional for the actual hours required for the review of Shop Drawings by Design Professional

and in accordance with the rates listed in Section 00 73 00 “Supplementary Conditions.”

4. A set-off will be included in each Application for Payment to pay the cost for the additional review. The set-off will be based on invoices submitted to the Owner for these services.
5. Need for more than one resubmission or any other delay in obtaining Design Professional’s approval of Shop Drawings will not entitle the Contractor to an adjustment in Contract Price or an extension of Contract Times.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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01 33 03 PRODUCT DATA

PART 1 - GENERAL

1.01 SUMMARY

A. Submit Product Data as required by the Contract Documents and as reasonably requested by the Construction Manager. Provide Product Data for all products unless a Shop Drawing is required for the same item.

B. Submit Product Data to provide documents that allow the Owner to:

1. Record the products incorporated into the Project;

2. Record detailed information about products regarding their fabrication, installation, commissioning, and testing; and

3. Provide replacement or repair of products at some future date.

C. Contractor's responsibility for full compliance with the Contract Documents is not relieved by the receipt or cursory review of Product Data.

D. Submit a Change Proposal per Section 01 26 00 "Change Management" to request modifications to the Contract Documents, including those for approval of "or equal" products when specifically allowed by the Contract Documents or as a substitution for specified products or procedures. Deviations from the Contract Documents can only be made by an approved Change Order or Field Order.

1.02 QUALITY ASSURANCE

A. Submit legible, accurate, and complete documents presented in a clear, easily understood manner. Product Data not meeting these criteria will not be accepted and must be resubmitted.

1.03 CONTRACTOR'S RESPONSIBILITIES

A. Furnish Product Data for products as indicated in Section 01 33 01 "Document Register" or in the individual Specification Sections.

B. Include Product Data in the Document Register required by Section 01 33 00 "Document Management" to indicate the Product Data to be submitted, the dates on which documents are to be sent to the Construction Manager for review, and proposed dates that the product will be incorporated into the Project.

C. Complete the following before submitting Product Data:

1. Prepare Product Data and coordinate with Shop Drawings, Samples, Product Data for related products, and with the requirements of the Contract Documents;

2. Determine and verify specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information;

3. Determine and verify the suitability of materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

4. Determine and verify information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

D. Determine and verify:

1. Field measurements, quantities, and dimensions are shown on the Product Data and are accurate;

2. Location of existing structures, utilities, and equipment related to the Product Data have been shown and conflicts between the products, existing structures, utilities, and equipment have been brought to the attention of the Construction Manager;

3. Conflicts that impact the installation of the products have been brought to the attention of the Construction Manager;

4. Product Data is complete for its intended purpose; and

5. Conflicts between the Product Data related to the various Subcontractors and Suppliers have been resolved.

E. Review Product Data prior to submitting to the Construction Manager. Certify that all Product Data has been reviewed by the Contractor and is in strict conformance with the Contract Documents as modified by Addenda, Change Order, Field Order, or Contract Amendment when submitting Product Data.

1.04 DOCUMENTATION

A. Include a complete description of the material or equipment to be furnished, including:

1. Type, dimensions, size, arrangement, model number, and operational parameters of the components;

2. Weights, gauges, materials of construction, external connections, anchors, and supports required;

3. Performance characteristics, capacities, engineering data, motor curves, and other information necessary to allow a complete evaluation of mechanical components;

4. All applicable standards;

5. Fabrication and installation drawings, setting diagrams, manufacturing instructions, templates, patterns, and coordination drawings;

6. Wiring and piping diagrams and related controls;

7. Mix designs for concrete, asphalt, or other materials proportioned for the Project; and

8. Complete and accurate field measurements for products which must fit existing conditions. Indicate on the document that the measurements represent actual dimensions obtained at the Site.

B. Submit information for all components and related equipment required for a complete and operational system in one submittal.

1. Include electrical, mechanical, and other information required to indicate how the various components of the system function together as a system.

2. Provide certifications, warranties, and written guarantees and service contracts with the document package for review when these are required.

1.05 SPECIAL CERTIFICATIONS AND REPORTS

A. Provide all required certifications with the Product Data as specified in the individual Specification Sections:

1. Certified Test Reports (CTR): A report prepared by an approved testing agency giving results of tests performed on products to indicate their compliance with the Specifications. This report is to demonstrate that the product when installed will meet the requirements of the Contract Documents and is part of the Product Data. Field tests may be performed by the Owner to determine that in place materials or products meet the same quality as indicated in the CTR submitted as part of the Product Data.

2. Certification of Local Field Service (CLS): A certified letter stating that field service is available from a factory or supplier approved service organization located within a 300-mile radius of the Site. Include the names, addresses, and telephone numbers of approved service organizations with the certificate.

3. Certification of Adequacy of Design (CAD): A certified letter from the manufacturer of the equipment stating that the equipment has been designed to be structurally stable and to withstand all imposed loads without deformation, failure, or adverse effects to the performance and operational requirements of the unit. The letter must state that mechanical and electrical components have been adequately sized to be fully operational for the conditions specified or normally encountered by the product's intended use.

4. Certification of Applicator/Subcontractor (CSQ): A certified letter stating that the applicator or subcontractor proposed to perform a specified function is duly designated as factory authorized and trained for the application of the specified product.

1.06 (NOT USED)

1.07 WARRANTIES AND GUARANTEES

A. Provide all required warranties, guarantees, and related documents with the Product Data. The effective date of warranties and guarantees will be the date of Substantial Completion.

B. Identify all Extended Warranties which are defined as any guarantee of performance for the product or system beyond the one-year correction period described in the General Conditions. Issue the warranty certificate in the name of the Owner. Provide a warranty bond for extended warranties if required by Specification Sections.

C. Include an additional copy of equipment warranties in operation and maintenance manuals.

D. Provide a copy of all warranties in a separate document in accordance with Section 01 70 00 "Execution and Closeout Requirements."

1.08 EXTENDED SERVICE AGREEMENTS

A. Provide Extended Service Agreements and related documents with the Product Data. An Extended Service Agreement is a contract between the Owner and an approved Subcontractor or Supplier to provide service and or maintenance beyond that required to fulfill requirements for warranty repairs, or to perform routine maintenance for a definite period beyond the one-year correction period specified in the General Conditions.

B. An Extended Service Agreement does not relieve the Contractor from obligations under the one-year correction period or Warranty provisions specified in the General Conditions.

C. An Extended Service Agreement does not relieve the Contractor from obligations under the maintenance bond, if a maintenance bond is required by the Contract.

D. Requirements for the Extended Service Agreement are described in the Specification Sections for each piece of equipment or system requiring an Extended Service Agreement.

E. Enter into a contract with the service provider and assign the service contract to the Owner on the date of Substantial Completion. Once assigned to the Owner, Contract requirements for the Extended Service Agreement will be complete and will not extend the Contract between the Owner and Contractor.

F. Owner may require that a performance bond be provided for the Extended Service Agreement. Provide a separate bond meeting the same requirements as those for the Contractor's performance bond if required. The bond will be in the amount of the Extended Service Agreement.

G. Include an additional copy of Extended Service Agreements in operation and maintenance manuals.

H. Provide a copy of Extended Service Agreements in a separate document in accordance with Section 01 70 00 "Execution and Closeout Requirements."

1.09 PRODUCT DATA SUBMITTAL PROCEDURES

A. Submit Product Data to the Construction Manager. Send all documents in digital format for processing.

1. Provide all information requested. Do not leave any blanks incomplete. If information is not applicable, enter NA in the space provided.

2. Submit all documents in Portable Document Format (PDF) as required by Section 01 33 00 "Document Management." Provide color PDF documents where color is required to interpret the Product Data.

3. Submit each specific product, class of material, or equipment system separately so these can be tracked and processed independently. Do not submit Product Data for more than one system in the same Submittal.

4. Submit items specified in different Specification Sections separately unless they are part of an integrated system.

5. Define abbreviations and symbols used in Product Data.

    a. Use terms and symbols in Product Data consistent with the Contract Drawings.

b. Provide a list of abbreviations and their meaning as used in the Product Data.

c. Provide a legend for symbols used on Product Data.

6. Mark Product Data to reference:

a. Related Specification Sections;

b. Drawing number and detail designation;

c. Equipment designation or name;

d. Schedule references;

e. System into which the product is incorporated; and

f. Location where the product is incorporated into the Project.

B. Complete the certification required by Paragraph 1.03.F.

1.10 CONSTRUCTION MANAGER AND DESIGN PROFESSIONAL RESPONSIBILITIES

A. Product Data will be received by the Construction Manager, logged, and provided to Owner as the Project record.

1. Product Data may be reviewed to see that the information provided is adequate for the purpose intended. Product Data not meeting the requirements of Paragraph 1.02 may not be approved.

2. Product Data is not reviewed for compliance with the Contract Documents. Comments may be returned if deviations from the Contract Documents are noted during the cursory review performed to see that the information is adequate.

3. Contractor's responsibility for full compliance with the Contract Documents is not relieved by the review of Product Data. Contract modifications can only be approved by a Change Order or Field Order.

B. Construction Manager may take the following action in processing Product Data:

1. File Product Data as received if the cursory review indicates that the document meets the requirements of Paragraph 1.02. Document will be marked "Filed as Received" and "Documents Filed." No further action is required on that Product Data.

2. Not approve the Product Data for one of the following reasons:

a. The documentation requirements of the Contract Documents indicate that the document submitted as Product Data should have been submitted as a Shop Drawing. The Product Data will be marked "Not Approved" and "Submit as Shop Drawing." No further action is required on this document as Product Data and the Product Data process will be closed. Resubmit the document as a Shop Drawing per Section 01 33 02 "Shop Drawings."

b. The cursory review indicates that the document does not meet the requirements of Paragraph 1.02. The Product Data will be marked "Not Approved" and "Revise and Resubmit." Contractor is to resubmit the Product Data until it is acceptable and marked "Filed as Received." When Product Data is filed, no further action is required and the Product Data process will be closed.

c. The Product Data is not required by the Contract Documents nor is applicable to the Project. The Product Data will be marked “Not Approved” and “Cancelled.” No further action is required and the Product Data process will be closed.

C. Contractor is to resubmit the Product Data until it is acceptable and marked “Filed as Received.”

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 33 04 OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 SUMMARY

A. Prepare a complete and detailed operation and maintenance manual (manual) for each type and model of equipment or product furnished and installed under this Contract.

B. Prepare manuals in the form of an instruction manual for the Owner. The manuals are to be suitable for use in providing the operation and maintenance instructions required by Section 01 79 00 “Training of Operation and Maintenance Personnel.”

C. Provide complete and detailed information specifically for the products or systems provided for this Project. Include the information required to operate and maintain the product or system.

D. Manuals are to be provided in addition to any information packed with or attached to the product when delivered. Remove information packed with or attached to the product and include this information as an attachment to the manual.

E. Include cost for manuals provided by Suppliers and Subcontractors as described in this Section in the Cost of Work for that equipment item.

1.02 DOCUMENTATION

A. Submit manuals in accordance with Section 01 33 00 “Document Management.” Attach a copy of the Operation and Maintenance Manual Review Report form provided by the Construction Manager to each manual with pertinent information completed.

B. Provide one preliminary electronic copy of the manual to the Construction Manager for review within 15 days after review of any equipment submittal by the OPT.

C. Provide one electronic copy and three printed copies of the final manual after:

1. Preliminary manuals have been approved;

2. Field test records have been incorporated into the manual; and

3. Record Documents per Section 01 31 13 “Project Coordination” have been approved and have been incorporated in the final manual.

D. Provide copies of the manufacturer’s warranties, guarantees, or service agreements in accordance with Section 01 70 00 “Execution and Closeout Requirements.”

PART 2 - PRODUCTS

2.01 MATERIALS

A. Provide digital files for each manual as specified in Paragraph 2.02.

1. Use filenames that correspond to the equipment designation shown in the Contract Documents or other equipment designations provided by the OPT.

2. Submit a preliminary version of the electronic manual for review. Provide a final version of the manual incorporating OPT’s comments.

B. Provide printed copies of each manual as specified in Paragraph 2.03.

2.02 ELECTRONIC MANUAL FORMAT

A. Manual contents are to be submitted in electronic format to the Construction Manager.

B. Provide individual electronic files for each manual.

1. Maximum file size is 75 MB. If manual is greater than maximum allowable file size, provide individual files for each major section of manual.

2. Acceptable file types for written documents are Portable Document File (PDF) or provide manual text in Microsoft Word. Provide drawings in native format and PDF format. All files must be compatible with the latest software version available.

3. Filename must identify the equipment location, equipment manufacturer, and date equipment placed in service, e.g. JCC1-Pump Room-Manufacturer-200503.pdf.

4. Each electronic file must contain a table of contents at the beginning of the file which includes hypertext links or bookmarks to navigate the file contents per section/chapter.

5. Scanned images of written documents are not acceptable. Document must allow character selection. Text within a file must be transferable to other documents.

6. Drawing files must have the ability to turn on/off drawing layers within the file.

2.03 PRINTED MANUAL FORMAT

A. Printed copies of each manual are to be submitted as follows:

1. Print manuals on heavy, first quality 8-1/2 x 11 paper.

a. Reduce drawings and diagrams to 8-1/2 x 11 paper size.

b. When reduction is not practical, fold drawings and place each separately in a clear, super heavy weight, top loading polypropylene sheet protector designed for three-ring binder use. Provide a typed identification label on each sheet protector.

c. Punch paper for standard three-ring binders.

2. Place manuals in heavy duty presentation, d-ring binders with clear front, back, and spine covers.

3. Identify each manual by placing a printed cover sheet in the front cover of the binder and as the first page in the manual. The first page is to be placed in a clear polypropylene sheet protector. The information on first page and the cover page are to include:

a. Name of Owner;

b. Project name;

c. Volume number; and

d. Table of contents.

4. Insert the name of the Project and volume number into the spine covers.

5. Sheet lifters are to be provided.
6. Minimum size is 2-inch capacity. Maximum size is 3-inch capacity. Fill binders to only three-fourths of its indicated capacity to allow for addition of materials to each binder by the Owner.
7. Provide index tabs for each section of the manual. Indexes are to be constructed of heavy-duty paper with a reinforced binding edge. The designation on each index tab is to correspond to the number and letter assigned in the Table of Contents.
8. Manuals for several products or systems may be provided in the same binder. Correlate the data into related groups when multiple products or systems are included in the same binder.
    a. Sections for each product or system must be included in the same binder.
    b. Sections must be in numerical order from volume to volume.

PART 3 - EXECUTION

3.01 MANUAL ORGANIZATION AND CONTENTS

A. Provide a table of contents listing each section of the manual for each product or system.
    1. Assign a number and letter to each section in the manual.
        a. The number is to correspond to the Owner's equipment numbering system or other system designated in the Contract Documents.
        b. The letter assigned will represent the part of the manual, consistent with the manual contents as required by this Section.
    2. Identify each product or system using the nomenclature shown in the Contract Documents. Provide a cross reference to the Owner's numbering system and designations for equipment indicated in the Contract Documents if these are different.
B. Include only the information that pertains to the product described. Annotate each sheet to:
    1. Clearly identify the specific product or component installed;
    2. Clearly identify the data applicable to the installation; and
    3. Delete or strike through references to inapplicable information.
C. Supplement manual information with drawings as necessary to clearly illustrate relations of component parts of equipment and systems, and control and flow diagrams.
D. Manuals for several products or systems may be provided in the same binder.
E. Fill binders to only three-fourths of its indicated capacity to allow for addition of information by the Owner.

3.02 EQUIPMENT AND SYSTEMS MANUAL CONTENT

A. Provide the following information in the first tabbed section of each manual:
    1. A description of the unit and component parts and how it functions.

2. Operating instructions for pre-startup, startup, normal operations, regulation, control, shutdown, emergency conditions, and limiting operating conditions.
3. The sequence of operation by the controls manufacturer. Provide control diagrams by the manufacturer, modified to reflect the as-built, as-installed condition.
4. Include general assembly contract drawings, sections, and photographic views as necessary to completely depict and properly identify the equipment. Indicate the dimensions, weight, capacity, and design conditions for the equipment.

B. Include detailed information to allow for the proper installation, calibration, testing, preventative, and corrective maintenance procedures in the second section of the manual or of each section of the manual information if the manual covers a multi-component equipment system. This information should include the following:

1. Maintenance instructions including assembly, installation, alignment, clearances, tolerances, and interfacing equipment requirements, adjustment, and checking instructions. Include any special rigging required to place the equipment into place, and any special test equipment required to place the equipment in service.
2. A safety subsection which addresses all safety and tag-out procedures necessary to safely operate and maintain the equipment.
3. Lubrication schedule and lubrication procedures. Include a cross reference for recommended lubrication products.
4. Troubleshooting guide.
5. A table showing the schedule of routine maintenance requirements and seasonal work which is not performed at a set frequency. Preventative maintenance tasking must address:
    a. Daily/weekly inspections performed by operations personnel;
    b. Routine preventative maintenance scheduled weekly, monthly, quarterly, semi-annually, or annually through major overhauls by maintenance personnel; and
    c. Predictive maintenance work such as alignment, analysis of the equipment, vibration, flow, oil sampling, etc.
6. Description of sequence of operation by the control manufacturer.
7. Warnings for detrimental maintenance practices.
8. Detailed corrective maintenance procedures including:
    a. Detail equipment for complete disassembly and assembly;
    b. Cross-sectional drawings or exploded views with all parts numbered to correspond with the numbers in the parts list to permit identification of the various parts;
    c. A table of normal clearances, diameters, thickness of new parts, and limits permissible for wearing parts; and
    d. List torque settings for nuts, bolts, and fasteners when critical to the equipment’s performance.

C. Include all necessary diagrammatic piping and wiring diagrams and miscellaneous contract drawings and equipment in the third section of the manual or of each section of the manual if the manual covers a multi-component equipment system.

D. Provide spare parts information in the fourth section of the manual including:

1. Part numbers for ordering new parts;
2. Assembly illustrations showing an exploded view of the complex parts of the product;
3. Predicted life of parts subject to wear;
4. List of the manufacturer's recommended spare parts, current prices with effective date, and number of parts recommended for storage;
5. Directory of a local source of supply for parts with company name, address, and telephone number;
6. Complete nomenclature and list of commercial replacement parts; and
7. Complete list of spare parts, spare equipment, tools, and materials that are turned over to the Owner.

E. Provide statistical information from the original equipment manufacturer as to performance such as pump curves, flow charts insulation resistance, calibration, or test data sheets in the fifth section of the manual, including all field testing records used to verify actual performance.

F. Provide equipment name plate data installed on equipment and valves and equipment data sheets as required and furnished by the Owner in the sixth section of the manual.

G. Provide a copy of warranties and the date the warranty expires for equipment in the seventh section of the manual.

3.03 ELECTRICAL AND ELECTRONICS SYSTEMS MANUAL

A. Provide all of the information listed in Paragraph 3.02 as appropriate and include the following information:

1. Control schematics and point to point wiring diagrams prepared for field installation;
2. Circuit directories of panel boards and terminal strips and as installed color coded wiring diagrams; and
3. Other information as may be required by the individual Specification Sections.

3.04 ARCHITECTURAL PRODUCTS MANUAL

A. Provide the following information:

1. Information required for ordering replacement products;
2. Instructions for care and maintenance;
3. List of the manufacturer's recommended lubricants;
4. The manufacturer's recommendations for types of cleaning agents and methods;

5. Cautions against cleaning agents and methods that are detrimental to the product; and

6. Recommended maintenance and cleaning schedule.

B. Final balancing reports for mechanical systems.

C. Other information as may be required by the individual Specification Sections.

3.05 LIST OF SERVICE ORGANIZATIONS

A. Provide a directory of authorized service organizations with company name, address, telephone number, email address, and the contact person for warranty repair.

END OF SECTION

01 33 05 CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.01 SUMMARY

A. Prepare and submit a Progress Schedule for the Work and update the schedule on a monthly basis for the duration of the Project.

B. Provide Progress Schedule in adequate detail to allow Owner to monitor progress and to relate submittal processing to sequential activities of the Work.

C. Incorporate Contract Milestones into the schedule and show activities leading to achievement of these milestones.

D. Assume complete responsibility for maintaining the progress of the Work per the Progress Schedule submitted.

1.02 DOCUMENTATION

A. Submit the schedules to the Construction Manager. Send all documents in digital format for processing.

B. Do not leave any blanks incomplete. If information is not applicable, enter NA in the space provided.

C. Provide schedules, schedule updates and revisions to the Construction Manager in electronic format in its originating software and in Portable Document Format (PDF) as required by Section 01 33 00 “Document Management.”

D. Submit a preliminary Progress Schedule at the pre-construction conference.

E. Submit a detailed Progress Schedule at least 10 days prior to the first payment request.

F. Submit Progress Schedule updates monthly within 10 days after submitting Applications for Payment to indicate the progress made on the Project to the closing date for the Application for Payment. Failure to submit Progress Schedules will cause delay in the review and approval of subsequent Applications for Payment.

1.03 PROGRESS SCHEDULE REQUIREMENTS

A. Progress Schedule is to be in adequate detail to:

1. Ensure adequate planning, scheduling, and reporting during the execution of the Work;

2. Ensure the coordination of the Work of the Contractor and the various Subcontractors and Suppliers;

3. Monitor the progress of the Work; and

4. Evaluate the impact of proposed changes to the Contract Times and Project Schedule.

B. Provide personnel with 5 years’ minimum experience in scheduling construction work comparable to this Project. Prepare the Progress Schedule using acceptable scheduling software.

C. Provide the Progress Schedule in the form of a computer-generated critical path schedule which includes Work to be performed on the Project. It is intended that the Progress Schedule accomplish the following:

1. Give early warning of delays in time for correction.
2. Provide detailed plans for the execution of the Work in the form of future activities and events in sequential relationships.
3. Establish relationships of significant planned Work activities and provide a logical sequence for planned Work activities.
4. Provide continuous current status information.
5. Allow analysis of the Contractor's program for the completion of the Project.
6. Permit schedules to be revised when the existing schedule is not achievable.
7. Log the progress of the Work as it actually occurs.

D. Provide a time-scaled horizontal bar chart which indicates graphically the Work scheduled at any time during the Project. The chart is to indicate:

1. Complete sequence of construction by activity;
2. Identification of the activity by structure, location, and type of Work;
3. Chronological order of the start of each item of Work;
4. The activity start and stop dates;
5. The activity duration; and production rates used to determine the duration;
6. Successor and predecessor relationships for each activity;
7. A clearly indicated single critical path; and
8. Projected percentage of completion, based on dollar value of the Work included in each activity as of the first day of each month.

E. Provide a Progress Schedule for Submittals:

1. Indicate the specific dates each document is to be delivered to the Construction Manager.
2. Allow a reasonable time to review each document, taking into consideration the size and complexity of the document, other documents being processed, and other factors that may affect review time.
3. Include time for making revisions to the Shop Drawings and resubmitting the Shop Drawing for at least a second review.
4. Assume a 14-day review cycle for each time a Shop Drawing is submitted for review unless a longer period is indicated in the Contract Documents or provided by the Construction Manager.
5. Contractor is responsible for delays associated with additional time required to review incomplete or erroneous documents and for time lost when documents are submitted for products that do not meet specification requirements.

1.04 PROGRESS SCHEDULE REVISIONS

A. Revise the Progress Schedule if it appears that the schedule no longer represents the actual progress of the Work.

1. Submit a Plan of Action for schedule recovery if the Progress Schedule or earned value analysis indicates that the Project is more than 30 days behind schedule. The report is to include:

a. Number of days behind schedule;

b. Narrative description of the steps to be taken to bring the Project back on schedule; and

c. Anticipated time required to bring the Project back on schedule.

2. Submit a revised Progress Schedule indicating the action that the Contractor proposes to take to bring the Project back on schedule.

B. Revise the Progress Schedule to indicate any adjustments in Contract Times approved by a Modification.

1. Include a revised Progress Schedule with Change Proposals if a change in Contract Times is requested.

2. Construction Manager will deem any Change Proposal that does not have a revised Progress Schedule and request for a change in Contract Times as having no impact on the ability of the Contractor to complete the Project within the Contract Times.

C. Updating the Progress Schedule to reflect actual progress is not considered a revision to the schedule.

D. Applications for Payment will not be recommended for payment without a revised Progress Schedule and if required, the report indicating the Contractor's plan for bringing the Project back on schedule.

1.05 FLOAT TIME

A. Define float time as the amount of time between the earliest start date and the latest start date of a chain of activities on the construction schedule.

B. Float time is not for the exclusive use or benefit of either the Contractor or Owner.

C. Where several subsystems each have a critical path, the subsystem with the longest time of completion is the critical path and float time is to be assigned to other subsystems.

D. Schedule completion date must be the same as the Contract completion date. Time between the end of construction and the Contract completion date is float time.

1.06 MODIFICATION OF CONTRACT TIMES

A. Contract Times cannot be changed by the submission of a Progress Schedule. Contract Times can only be modified by a Change Order or Contract Amendment.

B. Submit a Change Proposal for any proposed change in Contract Times, and include justification for the change in accordance with the provisions of the Contract Documents.

1.07 NEAR-TERM LOOK AHEAD SCHEDULES

A. Provide a near-term look ahead schedule (NTLA Schedule) every 30 days, typically at periodic coordination meetings, using the form provided by the Construction Manager which shows the days of planned activity for the following:

1. Submittals to be provided and day of anticipated return;
2. Equipment and material deliveries;
3. Arrival and departure of key construction equipment; and
4. Activities for the Contractor and each Subcontractor.

B. Coordinate NTLA Schedule with Project Schedule. Submit a report with each NTLA Schedule identifying deviations from the Project Schedule.

C. Submit a report of near-term work planned in the previous NTLA Schedule that was delayed or not executed by marking actual activity on the previous near term look ahead schedule. Provide explanation of why planned work was not executed and plan to execute in the future and regain time lost.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 33 06 GRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.01 SUMMARY

A. Provide aerial photographs of the completed Project. Include one photograph for each 1/4 mile of the Project with adequate overlap to provide a continuous photograph of the Project without gaps. Each photograph should be taken from approximately the same distance above ground and that the same angle to provide a consistent perspective.

B. Provide a video recording of the Site.

1. Record the condition of all existing facilities in or abutting the construction area (right-of-way) including streets, curbs and gutter, utilities, driveways, fencing, landscaping, etc., prior to the beginning of construction. Record after construction staking is complete but prior to any clearing. Provide one copy of the dated and labeled recording to the Construction Manager before the start of construction. Provide additional recording as directed by the Construction Manager if the recording provided is not considered suitable for the purpose of recording pre-existing conditions.

2. Provide a video recording of the completed Project. Make the recording from approximately the same distance above ground and that the same angle to provide a consistent perspective. Record the Project while flying the same direction for all segments.

3. Format must allow photographic still shots to be extracted from the video recording.

C. All photographs and video recordings are to become the property of the Owner. Photographs or recordings may not be used for public or private publication or display without the written consent of the Owner.

1.02 DOCUMENTATION

A. Submit photographic documentation and two DVDs of the video recording in accordance with Section 01 33 00 “Document Management.”

1.03 QUALITY ASSURANCE

A. Provide clear photographs and video recordings taken with proper exposure. View photographs and video recordings in the field and take new photographs or video recordings immediately if photos of an adequate print quality cannot be produced or video quality is not adequate. Provide photographs with adequate quality and resolution to permit enlargements.

PART 2 - PRODUCTS

2.01 PHOTOGRAPHS

A. Provide photographs in digital format with a minimum resolution of 1280x960, accomplished without a digital zoom.

B. Take photographs at locations acceptable to the Construction Manager.

C. Provide digital copy on a DVD of each photograph taken.

D. Identify each with:

1. Name of the Project.

2. Date, time, location, and orientation of the exposure.

3. Description of the subject of photograph.

2.02 VIDEO RECORDING

A. Provide video recordings in digital format on a DVD that can be played with Windows Media Player in common format in full screen mode without loss of resolution.

B. Identify Project on video by audio or visual means.

C. Provide video with file size that does not exceed 1 GB.

D. Provide video resolution of at least 1080p.

E. The quality of the video must be sufficient to determine the existing conditions of the construction area. Camera panning must be performed while at rest; do not pan the camera while walking or driving. Camera pans should be performed at intervals sufficient to clearly view the entire construction area.

F. Label the DVD with construction stationing. Stationing is to be annotated in the video.

G. The entire construction area recording must be submitted at once. Sections submitted separately will not be accepted.

H. Linear projects should be recorded linearly from beginning to end.

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 34 00 BUY AMERICAN REQUIREMENTS

PART 1 - GENERAL

1.01 REQUIREMENTS TO BUY AMERICAN

A. Funding for this Project is derived in part or entirely from the Federal Government under the American Recovery and Reinvestment Act (ARRA) of 2009. Comply with Laws and Regulations related specifically to ARRA. This requirement applies regardless of other Laws and Regulations.

1.02 DOCUMENTATION

A. Provide documentation of compliance with Buy American provisions.

B. Provide a tabulation of the manufactured goods to be provided under this Project in the Form provided by the Construction Manager to indicate compliance with Buy American requirements.

C. Provide information and certifications required by Section 01 33 02 “Shop Drawings” and Section 01 33 03 “Product Data” to demonstrate compliance with the Buy American requirements.

1.03 PROVIDING PRODUCTS

A. Obtain certifications from Subcontractors and Suppliers to indicate that products offered for incorporation into the Project comply with Buy American Provisions.

1.04 NONCOMPLIANT PRODUCTS

A. Noncompliant products are Defective. Unless a Late Waiver is obtained, products are to be removed and replaced with products meeting the Buy American Provisions.

B. Owner may elect to accept the Defective Work under provisions of the General Conditions, provided the Contract Price is reduced to reimburse the Owner for money lost from funding agencies.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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01 35 00 SPECIAL PROCEDURES

PART 1 - GENERAL

1.01 CRITICAL OPERATIONS

A. The Owner has identified critical operations that must not be out of service longer than the designated maximum out of service time and/or must be performed only during the designated times. These have been identified in the table below:

Critical Operation	Max. Time Out of Operation	Hours Operation Can Be Shut Down	Liquidated Damages ($/hour)
Shutdown of Bailey County Well Field Supply Line	72-hours	All day	100

1. Work shall start no earlier than November 15th 2020 and mush be complete by February 28th 2021 for the tie-in to the existing Bailey County Well Field Supply Line. Work affecting critical operations is to be performed on a 24-hour a day basis until Owner's normal operations have been restored.
2. Following the work above, work shall proceed to the South.

B. Submit a written Plan of Action per Section 01 31 13 "Project Coordination" for approval for critical operations.

C. Provide additional manpower and equipment as required to complete the Work affecting critical operations within the allotted time.

D. Liquidated damages will be assessed if Work on critical operations is not completed within the time indicated.

1. These items are critical to the supply of potable water for the customers in the City of Lubbock.
2. Loss of potable water supply can subject the Owner to loss of revenue, additional operations cost, and fines from regulatory agencies.
3. Liquidated damages have been established for each critical operation.

1.02 OWNER ASSISTANCE

A. The Owner will assist the Contractor in shutting down and filling the Bailey County Well Field Supply Pipeline. The Contractor will be responsible for the tie-in between the Low Head C Pipeline and the Bailey County Well Field Supply Pipeline. The Contractor is responsible for the means and methods to dewater part of the Bailey County Well Field Supply Pipeline to complete the tie-in.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 40 00 QUALITY MANAGEMENT

PART 1 - GENERAL

1.01 OVERVIEW

A. Quality management refers to the overall process of delivering a completed Project to the Owner that complies with the requirements of the Contract Documents. Quality management applies to documentation, products, services and the Work.

B. The Contractor is responsible for the quality of documentation, products, services and the Work provided.

1. Contractor is to integrate quality control procedures into the execution of the Work that are adequate to produce a Project that meets the requirements of the Contract Documents while minimizing loss of time and increased cost. Contractor is solely responsible for time and cost impacts of correcting Defective Work.

2. Contractor is to provide all testing and inspection required to control the quality of the Work in progress to determine that completed Work will comply with the requirements of the Contract Documents.

3. Contractor is to provide verification or acceptance testing as required by the Contract Documents to demonstrate that the completed Work complies with the requirements of the Contract Documents, except for those test that the OPT has determined are to be conducted independent of the Contractor and identified as OPT testing in the Owner's Quality Management Plan.

1.02 STANDARDS

A. Provide testing laboratories that comply with the American Council of Independent Laboratories (ACIL) "Recommended Requirements for Independent Laboratory Qualifications."

B. Perform testing per recognized test procedures as listed in the various Sections of the Specifications, standards of the State Department of Transportation, ASTM International (American Society for Testing and Materials), or other testing associations. Perform tests in accordance with published procedures for testing issued by these organizations.

1.03 DOCUMENTATION

A. Provide documentation which includes:

1. Contractor's Quality Management Plan that establishes the methods of ensuring compliance with the Contract Documents. Submit this plan as Product Data per Section 01 31 13 "Project Coordination."

2. A statement of qualifications for any proposed testing laboratory that includes a list of the engineers and technical staff that will provide testing services on the Project, descriptions of the qualifications of these individuals, list of tests that can be performed, equipment used with date of last certification, and a list of recent projects for which testing has been performed with references for those projects.

3. Certified Test Reports for products to be incorporated into the Project. Provide reports to indicate that the proposed products comply with the Contract Documents or indicate that the proposed products do not comply with the Contract Documents and why those products do not comply. Submit Certified Test Reports as part of a Shop Drawing submitted per Section 01 33 02 “Shop Drawings.”

4. Certified Test Reports for inspections and testing required in this Section and in other Sections of the Specifications. Provide reports to indicate that the Work complies with the Contract Documents or indicate that the Work does not comply with the Contract Documents and why the Work does not comply. Submit these test reports on forms provided by the Construction Manager per Section 01 33 00 “Document Management.”

5. Certified Test Reports of Defective Work and Certified Test Reports documenting that successful corrective action has produced Work that complies with the Contract Documents. Construction Manager will maintain a Defective Work register. Progress on correction of Defective Work will be discussed at progress meetings as described in Paragraph 1.05.E. The final Defective Work register will be incorporated into closeout documentation required per Section 01 70 00 “Execution and Closeout Requirements” as a record that all Defective Work has been corrected.

1.04 OWNER’S QUALITY MANAGEMENT ACTIVITIES

A. OPT may perform its own verification testing independent of the Contractor. Owner’s Quality Management Plan describes the OPT’s anticipated verification testing program for this Project. The preliminary testing plan is provided as Exhibit A to the Quality Management section. This plan outlines the anticipated testing in general terms and may not reflect the actual testing performed by the OPT. Actual testing will depend on the Contractor’s means, methods, and procedures of construction which will not be known until the Contractor submits the Contractor’s Quality Control Plan (CQCP) to the OPT. There is no guarantee that all testing in the preliminary OQMP included in the Bidding/Proposal Documents will be performed by the OPT. Contractor will arrange and pay for all production control testing deemed necessary by the Contractor to produce quality results.

B. Quality management activities of the OPT are for verifying the results of the Contractor’s Work complies with the requirements of the Contract Documents. Performance or non-performance of verification activities by the OPT:

1. Does not relieve the Contractor of its responsibility to provide Work and furnish products that comply with the requirements of the Contract Documents;

2. Does not relieve the Contractor of its responsibility to provide adequate quality control measures to produce quality documents, products, services or Work;

3. Does not relieve the Contractor of its responsibility for damage to or loss of Work or products before OPT’s acceptance; and

4. Does not affect the continuing rights of the Owner after OPT’s acceptance of the completed Work.

C. The Work is subject to OPT’s observations or testing at any time. Products which have been tested or inspected and accepted by the OPT at a supply source or staging area may be inspected or tested again by the OPT before, during, or after incorporation into the Work

and rejected if products do not comply with the Contract Documents. Verification testing performed by the OPT will be paid for by the Owner, except for testing related to Defective Work as discussed in Paragraph 3.03.

1.05 CONTRACTOR'S RESPONSIBILITIES

A. Review the OQMP and provide a Contractor's Quality Control Plan (CQCP) outlining testing to be provided by the Contractor per Paragraph 1.07.

B. Implement the CQCP to provide Work that complies with the requirements of the Contract Documents.

1. Provide quality documents meeting the requirements of the Contract Documents.

2. Provide services meeting the requirements of the Contract Documents.

3. Provide the services of a Construction Materials Inspection and Testing (CMIT) provider meeting the requirements of this Section to provide testing required by the Contract Documents to demonstrate that products proposed for the Project in Shop Drawings and Product Data fully comply with the Contract Documents.

4. Inspect and test products to be incorporated into the Project to identify defects before installing them. Do not install Defective products. Conspicuously mark Defective products and remove from the Site. If products are installed before the defect is recognized, remove the Defective products, mark them as Defective and remove them from the Site when the defect is recognized.

5. Integrate production quality control measures into construction activities to produce Work meeting the requirements of the Contract Documents. Inspect self-performed Work and the Work of Subcontractors and Suppliers to identify defects. Correct or replace Defective Work.

6. Provide facilities, equipment, and Samples required for inspections and tests.

a. Give the Construction Manager adequate notice before proceeding with Work that would interfere with inspections or testing.

b. Notify the Construction Manager and CMIT provider prior to the time that testing is required, providing adequate lead time to allow arrangements for inspections or testing to be performed.

c. Do not proceed with Work that would impact the ability to correct defects, or with Work that would require that it be removed to correct defects, until testing is complete, and test results indicate that the corrected Work is acceptable.

d. Provide safe access for all CMIT activities, including those to be conducted as part of the Owner's Quality Management Program.

e. Cooperate fully with the performance of sampling, inspection, and testing. Provide personnel to assist with sampling or to assist in making inspections and field tests.

f. Provide Samples and products in adequate quantities for testing at the Site or at the production source of the product for testing.

g. Provide facilities required to store and cure test Samples.

h. Provide calibrated scales and measuring devices for OPT's use in performing inspections and testing.

i. Provide adequate lighting to allow OPT observations.

j. Make Contract Documents available to testing agencies when requested.

C. Perform tests as indicated in Contract Documents. All verification testing is to be observed by the Construction Manager or its designated representative.

D. Submit test reports to the Construction Manager.

E. Provide an update on quality control activities performed the previous month and planned for the coming month at monthly progress meetings required by Section 01 31 13 "Project Coordination."

F. Determine testing or inspections required to implement the CQCP. Include costs for additional testing and inspections required to meet Contractor's quality control obligations in the Contract Price.

1.06 CONTRACTOR'S QUALITY CONTROL MANAGER

A. The resident superintendent or an approved assistant can serve as Quality Control Manager, provided other duties will allow adequate time to serve in this capacity.

1.07 CONTRACTOR'S QUALITY CONTROL PLAN

A. Provide a CQCP that describes testing and inspections for Work performed at the Site and at remote locations. Include Work by Subcontractors and Suppliers. The CQCP is to include:

1. A description of the quality control organization, including an organization chart showing lines of authority to control the quality of Work;

2. Documentation describing name, qualifications (in resume format), duties, responsibilities, and level of authority of the Quality Control Manager.;

3. The name, qualifications (in resume format), duties, responsibilities, and authorities of other persons assigned a quality control function;

4. Procedures for scheduling, reviewing, certifying, and managing documentation including documentation provided by Subcontractors and Suppliers;

5. Control, verification, and acceptance testing procedures for each specific test. Include:

a. Name of tests to be performed,

b. Specification paragraph requiring test,

c. Parameters of Work to be tested,

d. Test frequency,

e. Persons responsible for each test, and

f. Applicable industry testing standards and laboratory facilities to be used for the test;

6. Incorporate the testing specified in the OQMP into the CQCP, specifically identifying the tests or inspections that will be provided by the OQMP;

7. Procedures for tracking and documenting quality management efforts per Paragraph 1.03.

8. Reporting procedures which incorporate the use of forms provided by the Construction Manager.

9. The name of the proposed testing laboratories along with documentation of qualifications per Paragraph 1.03.

B. Use the Contractor's Quality Control Plan Checklist provided by the Construction Manager to review the CQCP before submitting and include a copy of the completed checklist with the CQCP. Do not begin Work until the CQCP is accepted. Submit an interim plan covering only the portion of Work to be performed if the Contractor plans to begin Work prior to submitting the complete CQCP for the Project. Do not begin Work on other parts of the Project until the complete CQCP is accepted.

C. Meet with the OPT 7 days after CQCP is submitted and before start of construction to discuss the CQCP.

D. Notify the Construction Manager of any changes to the CQCP or quality control personnel.

1.08 CONTRACTOR'S USE OF OWNER'S TEST REPORTS

A. Contractor will receive copies of all test reports documenting Owner's verification tests. Contractor is entitled to rely on the accuracy of these tests results and use these as part of its quality control efforts.

B. Contractor may submit a Change Proposal if the Owner's testing program deviates significantly from the OQMP. Contractor must demonstrate that actual testing and inspection costs were incurred implementing the CQCP as a result of OPT's decision to not provide testing described in the OQMP.

1.09 LIMITATION OF AUTHORITY OF THE TESTING LABORATORY

A. The testing laboratory representatives are limited to providing testing services and interpreting the results of the test performed.

B. The testing laboratory is not authorized to:

1. Alter the requirements of the Contract Documents;

2. Accept or reject any portion of the Work;

3. Perform any of the duties of the Contractor; or

4. Direct or stop the Work.

1.10 TEST REPORTS

A. Certified Test Reports are to be prepared for all tests.

1. Tests performed by testing laboratories may be submitted on their standard test report forms if acceptable to the OPT using the process directed by the Construction Manager. These reports must include the following:

a. Name of the Owner, Project title and number, and name of the Contractor;

b. Name, address, and telephone number of the laboratory;

c. Name and signature of the laboratory personnel performing the test;

d. Description of the product being sampled or tested;

e. Date and time of sampling, inspection, and testing;

f. Date the report was issued;

g. Description of the test performed;

h. Weather conditions and temperature at time of test or sampling;

i. Location at the Site or structure where the test was taken;

j. Standard or test procedure used in making the test;

k. A description of the results of the test;

l. Statement of compliance or non-compliance with the Contract Documents; and

m. Interpretations of test results, if appropriate.

2. Submit reports on tests performed by Contractor, Subcontractors, or Suppliers on the as directed by the Construction Manager.

3. OPT will prepare test reports on tests performed by the OPT.

B. Submit test reports as directed by the Construction Manager within 24 hours of completing the test. Flag tests reports with results that do not comply with Contract Documents for immediate attention. Notify the Construction Manager using acceptable means other than the test report, immediately of any test that fails to comply with the Contract Documents.

1.11 DELIVERY, STORAGE, AND HANDLING

A. Handle and protect test specimens of products and construction materials at the Site in accordance with recognized test procedures. Provide facilities for storing, curing, and processing test specimens as required by test standards to maintain the integrity of Samples. Transport test specimens in a manner to prevent damage to specimens while in transit.

PART 2 - PRODUCTS

2.01 TESTING APPARATUS

A. Furnish testing apparatus and related accessories necessary to perform the tests.

2.02 SAMPLE PRODUCTS

A. Provide Samples of products in adequate quantity for testing.

PART 3 - EXECUTION

3.01 IMPLEMENTING CONTRACTOR'S QUALITY CONTROL PLAN

A. Perform quality control observations and testing as required in each Section of the Specifications and where indicated on the Drawings.

B. Include the following phases for each definable work task. A definable work task is one which is separate and distinct from other tasks, has separate control requirements, may be provided by different trades or disciplines, or may be work by the same trade in a different environment.

1. Planning Phase: Perform the following before beginning each definable work task:

a. Review the Contract Documents.

b. Review documents the Contractor will submit and determine that they are complete in accordance with the Contract Documents.

c. Check to ensure that all materials and/or equipment have been tested, submitted, and approved.

d. Examine the work area to ensure that all required preliminary Work has been completed and complies with the Contract Documents.

e. Examine required materials, equipment, and sample Work to ensure that they are on hand, conform to Contract Documents, Shop Drawings and Product Data, and are properly stored.

f. Review requirements for quality control inspection and testing.

g. Discuss procedures for controlling quality of the Work. Document construction tolerances and workmanship standards for the work task.

h. Check that the portion of the plan for the Work to be performed incorporates document review comments.

i. Discuss results of planning phase with the Construction Manager. Conduct a meeting attended by the Construction Manager, Quality Control Manager, superintendent, other quality control personnel as applicable, and the foreman responsible for the work task. Instruct applicable workers as to the acceptable level of workmanship required to meet the requirements of the Contract Documents. Document the results of the planning phase actions by separate meeting minutes prepared by the Quality Control Manager and attached to the quality control report.

j. Do not move to the next phase unless results of investigations required for the planning phase indicate that requirements have been met.

2. Work Phase: Complete this phase after the planning phase:

a. Notify the Construction Manager at least 1 week in advance of beginning the Work and discuss the review of the planning phase effort to indicate that requirements have been met.

b. Check the Work to ensure that it is in full compliance with the Contract Documents.

c. Verify adequacy of controls to ensure full compliance with Contract Documents. Verify required control inspection and testing is performed.

d. Verify that established levels of workmanship meet acceptable workmanship standards. Compare with required Sample panels as appropriate.

e. Repeat the work phase for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

3. Follow-Up Phase: Perform daily checks to ensure control activities, including control testing, are providing continued compliance with contract requirements:

a. Make checks daily and record observations in the quality control documentation.

b. Conduct follow-up checks and correct all defects prior to the start of additional work tasks that may be affected by the Defective Work. Do not build upon nor conceal Defective Work.

c. Conduct a review of the Work at least 1 month prior to the expiration of the correction period prescribed in the General Conditions with the OPT. Correct defects as noted during the review.

C. Conduct additional planning and work phases if:

1. The quality of on-going Work is unacceptable;

2. Changes are made in applicable quality control staff, on-site production supervision, or crews;

3. Work on a task is resumed after a substantial period of inactivity; or

4. Other quality problems develop.

3.02 DEFECTIVE WORK

A. Immediately correct any Defective Work or notify the Construction Manager why the Work is not to be corrected immediately and when corrective action will be completed.

B. Work performed that is connected or adjacent to Defective Work or Work that would have to be removed to correct Defective Work is also considered to be Defective. Contractor is responsible for all costs associated with replacing any acceptable Work that must be removed, or might be damaged by corrective actions.

C. Document Defective Work, corrective actions taken to correct defects and that corrected Work complies with the Contract Documents.

D. Implement countermeasures to prevent future Defective Work.

E. No payment will be made for Defective Work. Remove Work from the Application for Payment if Work paid for on a previous Application for Payment is found to be Defective.

F. Owner will withhold payment for Defective Work or Work that has not been tested or inspected in accordance with the CQCP, OQCP, or the Contract Documents.

3.03 VERIFICATION TESTING FOR CORRECTED DEFECTS

A. Provide verification testing on corrected Work when corrective action is complete to demonstrate that the corrected Work complies with the Contract Documents. Conduct the same tests or inspections used to determine that the original Work was Defective. Different tests or methods may be used if approved by the OPT. Document that Defective Work has been corrected with the Construction Manager.

B. Pay for verification testing until Work meets quality requirement set forth in the Contract Documents. OPT may perform verification testing as part of its Quality Management Program and impose a Set-off to recover the cost for this testing.

END OF SECTION

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Section 01 40 00 Quality Management
Exhibit A - Quality Management Plan

		Division 3 - Concrete	
03 11 00	Concrete Forming	Visual Inspection of Final Placement of Forms	OPT
03 21 00	Reinforcing Steel	Visual Inspection of Final Placement of Reinforcing Steel	OPT
03 30 00	Cast-in-Place Concrete	Mix Design Compressive Strength Field Test - Air / Slump Batch Plant / truck Inspection Temperature Test	Contractor OPT OPT OPT OPT
03 41 19	Precast Reinforced Concrete Valve Vault	Mix Design Compressive Strength Visual Inspection of Valve Vault	Contractor Contractor OPT
		Division 7 - Thermal and Moisture Protection	
07 11 13.01	Concrete Vault Bituminous Dampproofing	Visual Inspection of Substrates, Areas, and Conditions	OPT
		Division 9 - Finishes	
09 96 00.01	High-Performance Coatings	Ambient and Surface Temperature Surface Preparation Visual Inspection Coating Thickness Concrete Surface Adhesion Testing Concrete Soundness Testing Concrete Moisture Content Testing Field - Holiday Testing	OPT OPT OPT OPT OPT OPT Contractor
09 97 16	Pipeline Coatings and Linings	Surface Profile Testing Surface Preparation Visual Inspection Coating Thickness Factory - Adhesion testing Field - Adhesion Testing Field - Holiday Testing	OPT OPT OPT OPT OPT Contractor
		Division 26 - Electrical	
26 01 26	Testing of Electrical Systems	Low Voltage Cables - Insulation Resistance Low Voltage Cables - Continuity Low Voltage Cables - Connection Resistance Low Voltage Cables - Visual Inspections Low Voltage Cables - Mechanical Inspections Low Voltage Cables - NETA Acceptance Testing Low Voltage Cables - Thermographic Scanning Low Voltage Equipment - NETA Acceptance Testing Grounding - Resistance to Ground Testing Power System Testing - Power Operational Test	Contractor Contractor Contractor Contractor Contractor Contractor Contractor Contractor Contractor Contractor
26 05 29	Hangers and Supports for Electrical Systems	Expansion Anchor Testing	OPT
26 27 26	Generator Docking Station	Visual and Mechanical Inspection Electrical Test	OPT OPT
26 28 16	Low Voltage Enclosed Switches and Circuit Breakers	Switch Test and Inspections	Contractor
		Division 31 - Earthwork	
31 05 13	Soils for Earthwork	Classification Testing	Contractor

31 05 16	Aggregates for Earthwork	Classification Testing	Contractor
31 11 00	Clearing and Grubbing	Inspection of Clearing and Grubbing Limits Inspection of Removal of Trees and Brush	OPT OPT
31 23 10	Structural Excavation and Backfill	In place density	OPT
31 23 13.34	Flowable Fill	Mix Design In place comp. strength Fluidity Testing	Contractor OPT OPT
31 23 33.16	Trenching and Backfill	In place density	OPT
Division 32 - Exterior Improvements			
32 01 29	Rigid Paving Repair	Mix Design Plant Check In Place Density Compressive Strength	Contractor OPT OPT OPT
32 31 13.53	High-Security Chain Link Fences and Gates	Fabric Testing Fence Post Rigidity Testing	Contractor Contractor
Division 33 - Utilities			
33 05 01.05	Bar-Wrapped Concrete Cylinder Pipe and Fittings	Absorption Test Hydrostatic Pressure Test Charpy V-Notch Test Elongation Test Strength of Coating Mill Test	Contractor Contractor Contractor Contractor Contractor Contractor
33 10 13	Disinfecting of Water Utility Distribution	Pipe Disinfection Testing	Contractor
33 11 13.13	Steel Pipe and Fittings	Pipe and Material Testing Factory - CWI - verification Field - CWI Factory - Coating Inspection Field - Holiday Testing Field - Deflection Testing Field - Shrink Sleeve Integrity Test Factory - Mortar Thickness Measurement Coating System - Field Holiday Detection Coating system - Field Adhesion Testing Temperature verification Welding procedure Visual Inspection Pipe Disinfection Testing	OPT OPT OPT OPT Contractor OPT OPT OPT Contractor OPT OPT OPT OPT Contractor
33 12 16.23	Gate Valves	Field Acceptance Test	Contractor
33 12 16.26	Butterfly Valves	Field Acceptance Test	Contractor

01 45 16.16 HYDROSTATIC TEST

1.00 GENERAL

1.01 WORK INCLUDED

After piping modifications are installed and backfilled, they shall be subjected to hydrostatic pressure test by raising the pressure to the test pressure indicated in Paragraph 3.02. Each test plug or bulkhead shall be designed to withstand the test pressure on either side with only atmospheric pressure on the opposite side. The Contractor shall install temporary internal test plugs or bulkheads for hydrostatic tests, except where valves are available for testing. Do not test against a closed valves if differential pressure exceeds 75 psi.

The Contractor is responsible for procuring and purchasing the water for filling and testing the pipeline. The City of Lubbock will provide treated water from the nearest fire hydrant. The contractor shall apply and pay for City issued meter. The contractor will be provided water for construction activities, water for filling, test and disinfecting one time at no charge. The City issued meter shall stay on the project site and shall not be used for any other City projects. The Contractor will provide the necessary piping, connections, valves, pressure reducing and backflow prevention services required for testing. The Contractor shall coordinate use of water with other Contractors and the Owner. The Contractor shall leave the pipeline full of water upon completion of the hydrostatic test, except where internal test plugs must be removed to allow construction to continue. The Contractor shall provide, pumps, piping and any appurtenances to retrieve the water.

1.02 SUBMTTALS

A. Submit Hydrostatic Pipe Test Reports per Section 01 33 00 “Document Management.”

1.03 STANDARDS

A. The applicable provisions of the following standards shall apply as if written here in their entirety:

American Water Works Association (AWWA)	
AWWA M9	Concrete Pressure Pipe
AWWA M11	Steel Pipe – A Guide for Design and Installation
AWWA M23	PVC Pipe – Design and Installation

2.00 PRODUCTS (NOT APPLICABLE)

3.00 EXECUTION

3.01 GENERAL

A. Perform hydrostatic test on steel pipe in accordance with AWWA M11 and the pipe Supplier’s recommendations.

B. Perform hydrostatic test on PVC pipe in accordance with AWWA M23 and the pipe Supplier’s recommendations.

3.02 TEST CONDITIONS

A. Test pipe at the test pressure for the duration as indicated below for the various pipe materials:

Pipe Type	Duration (hours)	Test Pressure (psi)
Steel Pipe	8	1.2 Times Pipe Pressure Class
Bar-Wrapped Pipe	8	1.2 Times Pipe Pressure Class
PVC	8	1.2 Times Pipe Pressure Class

3.03 PROCEDURE

A. Pipe:

1. Hydrostatically test the pipe after installation. Test the section of pipe after it has been installed for no less than 7 days. Slowly fill the line with water and vent all air from the pipeline during filling.
2. For mortar lined pipe, allow the pipe to stand under a slight pressure for at least 48 hours to allow the lining to become saturated and/or to allow the escape of remaining air trapped in the line. Examine bulkheads, valves, manholes, flanges, and connections for leaks during this period.
3. Stop leaks before continuing with the test.
4. Measure water volume during the test if existing valves in the main line leak during the test. Measure the water volume leaking from the valve through a meter or by other means approved by the Owner. Furnish all necessary equipment and include the cost for this effort in the Contract Price.
5. Expel all air from the pipe before applying the specified test pressure. Provide taps in the line to expel air from high points where air valves are not provided. These taps must be made by the pipe manufacturer and approved by the Engineer. Tightly plug the tap after tests are complete. Include the cost for these taps in the Contract Price.

3.04 EXAMINATION UNDER PRESSURE

A. Inspect the pipe during the test to locate any leaks or breaks, defective joints, cracked or defective pipe, fittings, or valves. Correct defective Work identified during the pressure test.

B. Correct all identified leaks even if leakage is within the parameters for permissible make up water per Paragraph 3.05.

C. Test the pipe again after defective Work has been corrected. Repeat the test and correction of defective Work until satisfactory test results are obtained.

D. If during the hydrostatic test, the pressure drops 5 psi or more, the Contractor is to immediately pump the line back up to test pressure and record the volume of the water to regain the test pressure.

3.05 PERMISSIBLE MAKEUP WATER

A. Measure make up water required for the section of pipe being tested. Makeup water is the volume of water pumped into the test section of pipe necessary to maintain the specified test pressure after the pipe has been filled with water and the air expelled.

There is no allowable leakage on steel or bar-wrapped pressure pipe.

END OF SECTION

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01 50 00 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SUMMARY

A. Provide temporary facilities, including OPT's field office, Contractor's field offices, storage sheds, workshops, and other facilities needed to complete the Work.

B. Provide temporary utilities needed to support the operation of the facilities and construction activities.

C. Provide and maintain temporary project identification signs for Owner.

D. Provide temporary informational signs to identify key elements of construction and direct the flow of traffic.

E. Provide a weatherproof kiosk for display of permits and other notices required by Laws and Regulations.

1.02 DOCUMENTATION

A. Submit a Shop Drawing, in accordance with Section 01 33 02 "Shop Drawings," showing a scaled office floor plan prior to installation of OPT's field office. Include details for:

1. Telephone equipment;
2. Internet equipment;
3. Computer equipment;
4. Security/alarm systems; and
5. Office furniture and appliances.

1.03 QUALITY ASSURANCE

A. Inspect and test each utility before using facilities. Arrange for all required inspections and tests by regulatory agencies, and obtain required certifications and permits for use of facilities.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Transport, unload, and set up all temporary buildings and utilities.

1.05 JOB CONDITIONS

A. Locate buildings and sheds at the Site as indicated or as approved by the OPT.

B. Prepare the Site by removing trees, brush, or debris and performing demolition or grubbing needed to clear a space adequate for the structures.

C. Provide Contractor's temporary facilities and utilities in time to avoid delays in the performance of the Work.

D. Provide OPT's field office, complete and ready for occupancy, and use no later than 7 days after the Notice to Proceed. Applications for Payment will not be processed until OPT's field office facilities are completed and approved.

E. Provide and maintain temporary facilities and utilities.

F. Operate temporary facilities in a safe and efficient manner.

1. Restrict loads on utilities to operate within their designed or designated capacities.

2. Provide sanitary conditions. Prevent public nuisance or hazardous conditions from developing or existing at the Site.

3. Prevent freezing of pipes, flooding, or the contamination of water.

4. Maintain site security and protection of the facilities.

G. Remove temporary facilities and utilities when construction is complete and removal is approved by the Construction Manager.

PART 2 - PRODUCTS

2.01 SIGN MATERIALS

A. Provide wood or metal signs in sound condition, structurally adequate to withstand wind and weather.

B. Provide 3/4-inch exterior grade A/D face veneer plywood with medium density overlay for sign surface.

C. Provide galvanized or stainless steel bolts, brackets, fasteners, and other hardware.

D. Provide exterior quality coatings.

2.02 OPT FIELD OFFICES

A. Provide and continuously maintain OPT's field office separate from Contractor's field office. Provide an office with a minimum nominal size of 10 feet by 36 feet.

1. Office and/or materials of construction may be new or slightly used but must be serviceable, adequate for the intended purpose, acceptable to the Construction Manager, and must not violate codes or regulations.

2. Offices are to be structurally sound, weather-tight, insulated and have floor raised above the ground. Brace and anchor offices to prevent movement.

3. Skirt around perimeter of structures with the same material as structure siding.

4. Divide the office into two separate spaces (two offices, restroom, and conference). Provide one 10-foot by 10-foot offices at both ends with full height walls and interior 3-foot by 6-foot-8-inch doors.

5. Provide an ADA compliant restroom with door in the center section of the office.

6. Provide vinyl or VCT tile on floors.

7. Provide burglar bar security on doors and windows.

8. Provide outside doors with padlocks and door locks.

9. Provide operable, screened windows with locks.
10. Provide Venetian type window blinds.
11. Provide mounted boot brush / cleaner / scraper on porch at entrances.

B. Construct a wood porch with steps and a covered overhang at doors that ensures that rain will be completely diverted from doors. Provide wooden railing around porch and on the steps.

C. Provide electricity to the field office adequate to power equipment, appliances, and heating and cooling systems.

1. Provide sufficient lighting for office environment using fluorescent light fixtures with lenses energized by wall switches. Provide separate switches just inside exterior doors for the main area, inside of offices and inside the restroom.
2. Provide outside security lighting.
3. Provide three duplex receptacles in each office and five duplex receptacles in remainder of building at locations designated by Construction Manager.

D. Provide an electric heating and cooling system for the field office capable of maintaining the following conditions:

1. Heat to a minimum of 75 deg. F inside when outside temperatures are 10 deg. F.
2. Cool to a minimum 72 deg. F inside temperature when outside temperatures are 105 deg. F.
3. Maintain relative humidity between 48 to 54 percent.

E. Provide fully plumbed indoor restroom with flush toilet, sink, hot water, mirror, and storage cabinet for paper goods. Connect fixtures to complete potable water, sanitary, and vent systems.

F. Provide an electric water cooler and a supply of bottled water.

G. Provide furnishings at the field office as follows:

Qty.	Furnishing
2	2’-6” x 5’-0” office desks with credenzas
2	Fabric covered cushioned arm chairs with swivel/tilt/roll capabilities
10	Folding chairs (Lifetime Commercial Grade white granite)
3	3’-0” x 8’-0” folding tables (Lifetime Commercial Grade white granite)
2	Legal size, four-drawer metal filing cabinets
2	6’' X 48” x 12” book shelves
1	Full-size drafting/plan table
2	Plastic waste cans for each office
2	Large waste cans for open area and restroom

H. Provide Bluetooth digital teleconference speaker with microphone; Jabra or similar.

I. Provide internet service at the field office with the following features:

1. Minimum 10 Mbps download, 3 Mbps upload speed;

2. Maximum file transfer size of 100 MB; and
3. Unlimited email/storage size.

J. Provide wireless router for internet services with adequate range to reach all areas of the office.

K. Provide color copier with the following capabilities:
1. Provide service and maintenance agreement throughout the Project. Provide toner, paper supply for the duration of the Project, and other supplies as needed to operate the copier.
2. Ability to scan to email/file/folder.
3. Ability to print, sort and collate.
4. Produce up to 45 copies per minute in black and white.
5. Ability to scan and print in black and white, grayscale, or color.
6. Ability to auto feed and auto duplex.
7. Provide a minimum of two paper trays with 500-sheet capacity.
8. Reduction and enlargement capability with range from 25 to 400 percent.
9. Ability to scan, copy, and print up to 11 x 17 format.

L. Provide external hard drive with the following capabilities:
1. Dual drive storage system with mirroring.
2. 2 terabyte total capacity with 1 TB capacity in RAID configuration.
3. Provides automatic data backup software.
4. USB 3.0 Connection with serial bus.

M. One projector capable of displaying a computer image 5 feet by 3 feet and projector screen.

N. Provide a fire extinguisher and commercially serviced first aid kit.

O. Furnish a microwave unit with a minimum cooking volume of 1.5 cubic feet.

P. Furnish a refrigerator/freezer with minimum storage capacity of 3.5 cubic feet.

Q. Provide a digital camera with 40X zoom lens capable of taking photographs at 20 MP minimum. Camera should provide date stamp capability. Provide camera accessories including battery charger and leather carrying case.

R. Furnish and maintain office supply stock, including but not limited to, pens, pencils, markers, staples, notepads, paper, posted notes, CD-WR computer disks, file folders, paper clips, binder clips, etc., for duration of Project. Pay for OPT's office supply purchases up to $50 per month.

S. Field office and furniture will remain the property of the Contractor. Computer equipment must be turned over to the Owner at the end of the Project.

T. Provide access to reserved parking spaces for six vehicles adjacent to the OPT's field offices. Provide a durable parking area surface to prevent erosion, mud, dust, or rutting caused by vehicles. Provide a minimum of 4 inches of flexible crushed limestone base material.

2.03 CONTRACTOR'S FIELD OFFICE

A. Furnish a field office of adequate size for Contractor's use.

B. Subcontractors may provide their own field offices only when space is available on the Site and the OPT agrees to its size, condition, and location.

2.04 TEMPORARY STORAGE BUILDINGS

A. Furnish storage buildings of adequate size to store any materials or equipment delivered to the Site that might be affected by weather.

2.05 TEMPORARY SANITARY FACILITIES

A. Provide sanitary facilities at the Site for the entire duration of the Project. Maintain these facilities in a clean and sanitary condition at all times, and comply with the requirements of the local health authority. On large sites, provide portable toilets at such locations so that no point at the Site will be more than 600 feet from a toilet.

B. Use these sanitary facilities. Do not use restrooms within existing or Owner-occupied buildings.

2.06 TEMPORARY HEAT

A. Provide heating devices needed to protect buildings during construction. Provide fuel needed to operate the heating devices and attend the heating devices at all times they are in operation, including overnight operations.

2.07 TEMPORARY UTILITIES

A. Provide the temporary utilities for administration, construction, testing, disinfection, and startup of the Work, including electrical power, water, and telephone. Pay all costs associated with furnishing temporary utilities.

1. Provide a source of temporary electrical power of adequate size for construction procedures.

a. Use existing power systems where spare capacity is available. Provide temporary power connections that do not adversely affect the existing power supply. Submit connections to the Construction Manager for approval prior to installation.

b. Provide electrical pole and service connections that comply with Laws and Regulations and the requirements of the power company.

2. Provide temporary water. Potable water may be purchased from City of Lubbock.

3. Provide telephone service to the Site and install telephones inside the Contractor's and OPT's field offices.

B. Provide power for construction and storage. Provide power to energize space heaters for stored electrical equipment.

2.08 WATER FOR CONSTRUCTION

A. Provide temporary water. Potable water may be purchased from the Owner by obtaining a water meter from the Owner and transporting water from a water hydrant. Non-potable water may be used for hydraulic testing of non-potable basins or pipelines. Include the cost of water in the Contract Price.

PART 3 - EXECUTION

3.01 LOCATION OF TEMPORARY FACILITIES

A. Locate temporary facilities in areas approved by the Construction Manager. Construct and install signs at locations approved by the Construction Manager. Install informational signs so they are clearly visible.

3.02 PROJECT IDENTIFICATION SIGNS

A. Arrange for a professional sign painter to paint and erect a sign for the Site in accordance with the sign information provided in the Contract Documents or provided by Owner.. Sign will include identification of the OPT and Contractor (including appropriate logos, as required) and other Project information as determined by the Construction Manager. Paint sign on a 4-foot by 8-foot by 3/4-inch exterior grade plywood board. Frame plywood with 2 x 4 wood frame and mount on not less than two 4 x 4 posts. House plywood board in a channel routed 1/2 inch deep in the 2 x 4 frame. Shoulder, glue, and screw corners.

3.03 TEMPORARY LIGHTING

A. Provide temporary lighting inside buildings once buildings are weatherproof.

B. Provide exterior security lighting.

C. Provide lighting that is adequate to perform Work within any space. Temporary lights may be removed once the permanent lighting is in service.

D. Provide portable flood lights at any time that Work will be performed outside the structure at night. Provide adequate lighting at any location Work is being performed.

3.04 DRINKING WATER

A. Provide all field offices with potable water. Provide a dispenser and cooling apparatus if bottled drinking water is provided.

B. Pay for water services and maintain daily.

3.05 CONSTRUCTION FENCE

A. Install and maintain a chain-link construction fence around the Site and off-site storage yards. Fence must be a minimum 6 feet high. Provide gates with padlocks.

3.06 REMOVAL OF TEMPORARY FACILITIES

A. Remove temporary buildings, sheds, and utilities at the conclusion of the Project and restore the Site to original condition or finished condition in accordance with the Drawings.

B. Remove informational signs upon completion of construction.

C. Remove project identification signs, framing, supports, and foundations upon completion of the Project.

3.07 MAINTENANCE AND JANITORIAL SERVICE

A. Provide janitorial service for the OPT's field office on a weekly basis or as requested. Empty trash receptacles daily or as needed.

B. Maintain signs and supports in a neat, clean condition. Repair damage to structures, framings, or signs.

C. Repair any damage to Work caused by placement or removal of temporary signage.

D. Service, maintain, and replace, if necessary, the field office computer equipment throughout the Project as required by the OPT including replacement cartridges for all office equipment.

END OF SECTION

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01 57 00 TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 SUMMARY

A. Provide labor, materials, equipment, and incidentals necessary to construct temporary facilities to provide and maintain control over environmental conditions at the Site. Remove temporary facilities when no longer needed.

B. Construct temporary impounding works, channels, diversions, furnishing, and operation of pumps, installing piping and fittings, and other construction for control of conditions at the Site. Remove temporary controls at the end of the Project.

1.02 DOCUMENTATION

A. Provide Shop Drawings in accordance with Section 01 33 02 “Shop Drawings.”

B. Provide copies of notices, records, and reports required by the Contract Documents or Laws and Regulations as Product Data in accordance with Section 01 31 13 “Project Coordination.”

1.03 QUALITY ASSURANCE

A. Construct and maintain temporary controls with adequate workmanship using durable materials to provide effective environmental management systems meeting the requirements of the Contract Documents and Laws and Regulations. Use materials that require minimal maintenance to prevent disruption of construction activities while providing adequate protection of the environment.

B. Periodically inspect systems to determine that they are meeting the requirements of the Contract Documents.

1.04 POLLUTION CONTROL

A. Prevent the contamination of soil, water, or atmosphere by the discharge of noxious substances from construction operations. Provide adequate measures to prevent the creation of noxious air-borne pollutants. Prevent dispersal of pollutants into the atmosphere. Do not dump or otherwise discharge noxious or harmful fluids into drains or sewers, nor allow noxious liquids to contaminate public waterways in any manner.

B. Provide equipment and personnel and perform emergency measures necessary to contain any spillage.

1. Contain chemicals in protective areas and do not dump on soil. Dispose of such materials at off-site locations in an acceptable manner.

2. Excavate contaminated soil and dispose at an off-site location if contamination of the soil does occur. Fill resulting excavations with suitable backfill and compact to the density of the surrounding undisturbed soil.

3. Provide documentation to the Owner which states the nature and strength of the contaminant, method of disposal, and the location of the disposal site.

4. Comply with Laws and Regulations regarding the disposal of pollutants.

C. Groundwater or run-off water which has come into contact with noxious chemicals, sludge, or contaminated soil is considered contaminated. Do not allow contaminated water to enter streams or water courses, leave the Site in a non-contained form, or enter non-contaminated areas of the Site.

1. Construct temporary holding ponds or take other precautions and measures as required to contain the contaminated water and pump to a designated storage area.

2. Wash any equipment used for handling contaminated water or soil within contaminated areas three times with uncontaminated water prior to using such equipment in an uncontaminated area. Dispose of wash water used to wash such equipment as contaminated water.

1.05 EARTH CONTROL

A. Remove excess soil, spoil materials, and other earth not required for backfill. Control stockpiled materials to eliminate interference with Contractor and Owner's operations.

B. Dispose of excess earth off the Site. Provide written approval from the property owner for soils deposited on private property as Product Data per Section 01 31 13 "Project Coordination." Obtain approval of the OPT if this disposal impacts the use of Site or other easements.

1.06 AIR POLLUTION CONTROL

A. Air Pollution Watch Days:

1. Air Pollution Watch Days (APWD) may occur in the following times:

a. Typical Ozone Season: May 1 through October 31.

b. Critical Emission Time: 6:00 a.m. to 10:00 a.m.

2. Watch Days:

a. State or local environmental regulatory agencies, in coordination with the National Weather Service, may designate the following day as an APWD by 3:00 p.m. on the prior afternoon.

b. Begin work after 10:00 a.m. on designated APWD if work requires the use of heavy construction equipment for run times in excess of 1 hour prior to 10:00 a.m. Heavy construction equipment may be used prior to 10:00 a.m. if equipment is certified by EPA as "Low Emitting" or equipment burns Ultra Low Sulfur Diesel (ULSD), diesel emulsions, or alternative fuels such as CNG.

B. Obtain air permit for construction activities per requirements of Laws and Regulations.

1.07 TEMPORARY STORMWATER POLLUTION CONTROL

A. Provide temporary stormwater pollution control per Section 01 57 23 "Temporary Stormwater Pollution Control."

1.08 MANAGEMENT OF WATER

A. Manage water resulting from rains or ground water at the Site. Maintain trenches and excavations free of water at all times.

B. Lower the water table in the construction area by acceptable means if necessary to maintain a dry and workable condition at all times. Provide drains, sumps, casings, well points, and other water control devices as necessary to remove excess water.

C. Provide continuous operation of water management actions. Maintain standby equipment to provide proper and continuous operation for water management.

D. Ensure that water drainage does not damage adjacent property. Divert water into the same natural watercourse in which its headwaters are located, or other natural stream or waterway as approved by the Owner. Assume responsibility for the discharge of water from the Site.

E. Remove the temporary construction and restore the Site in a manner acceptable to the Construction Manager and to match surrounding material at the conclusion of the Work.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Provide materials that comply with Laws and Regulations.

PART 3 - EXECUTION

3.01 CONSTRUCTING, MAINTAINING, AND REMOVING TEMPORARY CONTROLS

A. Construct temporary controls in accordance with Laws and Regulations.

B. Maintain controls in accordance with regulatory requirements where applicable or in accordance with the requirements of the Contract Documents.

C. Remove temporary control when no longer required, but before the Project is complete. Correct any damage or pollution that occurs as the result of removing controls while they are still required.

END OF SECTION

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01 57 23 TEMPORARY STORMWATER POLLUTION CONTROL

PART 1 - GENERAL

1.01 SUMMARY

A. Furnish labor, materials, equipment, and incidentals necessary to provide stormwater pollution prevention for the duration of the construction period including furnishing, installing, and maintaining erosion and sediment control structures and procedures and properly removing the features when no longer required.

B. Develop, implement, and maintain a stormwater pollution prevention plan (SWPPP) in compliance with local, state, and federal Laws and Regulations. Provide preventive measures to keep sediment and other pollutants from the construction activity from entering any stormwater system, including open channels.

C. Comply with the Texas Commission on Environmental Quality General Permit, TXR150000, (General Permit) for storm water discharges from construction activities under the Texas Pollutant Discharge Elimination System (TPDES) program.

D. File all required legal notices and obtain required permits prior to beginning any construction activity.

E. This Section provides guidelines and Best Management Practices information for the Contractor to use in adhering to all local, state, and federal environmental Laws and Regulations with respect to stormwater pollution prevention during construction activities.

1.02 DOCUMENTATION

A. Documentation must be provided in accordance with Section 01 33 00 “Document Management.”

B. Submit copies of required notices and reports to the Construction Manager as Product Data in accordance with Section 01 33 03 “Product Data.” Retain copies of these documents at the Site for review and inspection by the OPT or regulatory agencies at all times.

C. Submit copies of required notices to local, state, and federal authorities and any other entity as required by the General Permit and applicable Laws and Regulations.

D. Post a copy of required notices at the Site in a location where it is readily available for viewing by the general public and local, state, and federal authorities prior to starting construction activities and maintain the posting until completion of the construction activities.

E. Maintain copies of a schedule of major construction activities, inspection reports, and revision documentation with the SWPPP required under the General Permit.

F. Provide schedules in accordance with Paragraph 3.05.

G. Submit a hard copy of the SWPPP and the NOI to the City of Lubbock, for review, approval, and signature before any field work is started.

1.03 QUALITY ASSURANCE

A. Comply with applicable requirements of all governing authorities having jurisdiction. The Specifications and the Drawings are not intended to be prescriptive but rather to convey the intent to provide complete slope protection, erosion control, and stormwater pollution prevention for both the Owner's property and adjacent properties.

B. Perform Work to comply with “Best Practices” as established by the local agency of jurisdiction.

C. Contractor must develop and implement a SWPPP in accordance with the General Permit prior to the beginning of construction activity.

D. Contractor assumes solely responsible for implementing, updating, and modifying the General Permit per Laws and Regulations for the SWPPP and Best Management Practices.

E. Stormwater pollution prevention measures must be established prior to the beginning of construction and maintained during the entire length of construction until final stabilization has been achieved for the area protected.

F. All land-disturbing activities must be planned and conducted to minimize the area to be exposed at any one time as well as time of exposure, off-site erosion, sedimentation, and adverse water quality impacts.

G. Surface water runoff originating upgrade of an exposed area must be managed to minimize erosion and sediment loss during the period of exposure.

H. Install measures to control both the velocity and rate of release so as to minimize erosion and sedimentation of the receiving water body (i.e., ditch, channel, stream) in accordance with regulatory requirements and as directed by the OPT.

I. Periodically clean out and dispose of all sediment and other pollutants as necessary to maintain adequate treatment capacity of each pollution control feature. Clean out and properly dispose of all sediment and other stormwater pollutants at the time of completion of the Work.

1.04 JOB CONDITIONS, CODES AND ORDINANCES

A. Comply with the local codes and ordinances. If local codes and ordinances require more stringent or additional stormwater pollution prevention measures during construction beyond those required by state and federal Laws and Regulations, the Contractor must provide such measures at no additional cost.

PART 2 - PRODUCTS

2.01 MATERIALS

A. All materials used for stormwater pollution prevention must meet the minimum design and specification requirements identified below for commonly used sediment loss prevention The Contractor must use appropriate control devices to protect against stormwater pollution from construction site activities.

B. Erosion control blankets (ECBs) to hold seed and soil in place until vegetation is established on disturbed areas are subject to the following design criteria:

1. The type and class of erosion control mat must be specified as appropriate for the slope of the area to be protected, the flow rate (sheet flow on cut/fill slopes) or velocity (concentrated flow in swales) of stormwater runoff in contact with the ECB, and the anticipated length of service.

2. Erosion control blankets must meet the applicable Texas Department of Transportation (TxDOT) Minimum Performance Standards for TxDOT as provided in its Erosion Control Report and/or be listed on the most current annual Approved Products List for TxDOT applicable to TxDOT Item 169 Soil Retention Blanket and its Special Provisions.

C. Silt fences for perimeter controls located downstream of disturbed areas are subject to the following design criteria:

1. If 50 percent or less soil by weight passes the U.S. Standard sieve No. 200, select the apparent opening size (A.O.S.) to retain 85 percent of the soil.

2. If 85 percent or more of soil by weight passes the U.S. Standard sieve No. 200, silt fences must not be used unless the soil mass is evaluated and deemed suitable by a soil scientist or geotechnical engineer concerning the erodibility of the soil mass, dispersive characteristics, and the potential grain-size characteristics of the material that is likely to be eroded.

3. Silt fence fabric must meet the following minimum criteria:

   a. Tensile Strength, ASTM D4632 Test Method for Grab Breaking Load and Elongation of Geotextiles, 90 pounds.

   b. Puncture Rating, ASTM D4833 Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products, 60 pounds.

   c. Mullen Burst Rating, ASTM D3786 Standard Test Method for Hydraulic Bursting Strength of Textile Fabrics-Diaphragm Bursting Strength Tester Method, 280 psi.

   d. Apparent Opening Size, ASTM D4751 Test Method for Determining Apparent Opening Size of a Geotextile, U.S. Sieve No. 70 (max) to No. 100 (min).

   e. Ultraviolet Resistance, ASTM D4355. Minimum 70 percent.

4. Filter stone for an overflow structure must be 1-1/2-inch washed stone containing no fine material. Angular shaped stone is preferable to rounded shaped stone.

5. Fence posts must be galvanized steel or equivalent and may be T-section or L-section, 1.3 pounds per linear foot minimum, and 4 feet in length minimum. Wood posts may be used depending on anticipated length of service and provided they are 4 feet in length minimum and have a nominal cross-section of 2 inches by 4 inches for pine or 2 inches by 2 inches for hardwoods.

6. Silt fence must be supported by galvanized steel wire fence fabric as follows:

   a. 4-inch by 4-inch mesh size, W1.4/1.4, minimum 14-gauge wire fence fabric;

   b. Hog wire, 12-gauge wire, small openings installed at bottom of silt fence;

c. Standard 2-inch by 2-inch chain link fence fabric; or

d. Other welded or woven steel fabrics consisting of equal or smaller spacing as that listed herein and appropriate gauge wire to provide support.

D. Inlet protection used in new developments that include new inlets or roads with new curb inlets or during repairs to existing roadways are subject to the following design criteria:

1. Filter fabric protection must be designed and maintained in a manner similar to a silt fence.

2. Where applicable, filter fabric, posts, and wire backing must meet the material requirements specified in Paragraph 2.01.C.

3. Filter gravel must be 3/4-inch washed stone containing no fines. Angular shaped stone is preferable to rounded shapes.

4. Concrete blocks must be standard 8-inch by 8-inch by 16-inch concrete masonry units.

5. When organic filter tubes are used, the designer must specify the type of material to be used (or excluded) on a particular site:

a. Straw filter material must be Certified Weed Free Forage. The straw must be in good condition, air-dried, and not rotten or moldy.

b. Compost must conform to the requirements for Erosion Control Compost in TxDOT Special Specification 1001 Compost. Compost may provide some oil and grease removal; however, the large percentage of fines in compost will result in less filtering and more ponding of stormwater.

c. Wood chips must be 100 percent untreated chips and free of inorganic debris, such as plastic, glass, metal, etc. Wood chip size must not be smaller than 1 inch and must not exceed 3 inches in diameter. Shavings must not be more than 5 percent of the total mass.

6. Bags used to secure inlet protection devices on pavement must be filled with aggregate, filter stone, or crushed rock that is less likely than sand to be washed into an inlet if the bag is broken. Filled bags must be 24 to 30 inches long, 16 to 18 inches wide, and 6 to 8 inches thick. Bags must be polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 ounces per square yard and meet the following criteria:

a. Greater than 300 psi Mullen Burst Strength using ASTM D3786 Standard Test Method for Hydraulic Bursting Strength of Textile Fabrics-Diaphragm Bursting Strength Tester Method.

b. Greater than 70 percent UV Stability using ASTM D4355 Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture, and Heat in a Xenon Arc Type Apparatus.

E. Stone outlet sediment traps (bermed or excavated) used in situations where flows are concentrated in a drainage swale or channel are subject to the following design criteria:

1. The embankment must be placed on geotextile fabric meeting the following minimum criteria:

    a. Tensile Strength, ASTM D4632 Text Method for Grab Breaking Load and Elongation of Geotextiles, 250 pounds.

    b. Puncture Rating, ASTM D4833 Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products, 135 pounds.

    c. Mullen Burst Rating, ASTM D3786 Standard Test Method for Hydraulic Bursting Strength of Textile Fabrics-Diaphragm Bursting Strength Tester Method, 420 psi.

    d. Apparent Opening Size, ASTM D4751 Test Method for Determining Apparent Opening Size of a Geotextile, U.S. Sieve No. 20 (max).

2. Fill placed to constrict the swale for construction of the excavated stone outlet sediment trap and fill placed for the berm in the bermed stone outlet sediment trap must consist of clay material, minimum Plasticity Index of 30, using ASTM D4318 Standard Test for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

3. The embankment must be comprised of well graded stone riprap with a size range of 6 to 12 inches in diameter.

F. Sediment basins used as treatment devices for sites with disturbed areas of 10 acres and larger that are part of a common drainage area are subject to the following design criteria:

1. The embankment must be constructed with clay soil, minimum Plasticity Index of 30 using ASTM D4318 Standard Test for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

2. Texas Administrative Code Title 30, Chapter 299 (30 TAC 299), Dams and Reservoirs, contains specific requirements for dams that:

    a. Have a height greater than or equal to 25 feet and a maximum storage capacity greater than or equal to 15 acre-feet;

    b. Have a height greater than 6 feet and a maximum storage capacity greater than or equal to 50 acre feet;

    c. Are a high- or significant-hazard dam as defined in Chapter 299, regardless of height or maximum storage capacity; or

    d. Are used as a pumped storage or terminal storage facility.

3. If the size of the detention basin meets or exceeds the above applicability, the design must be in accordance with state criteria, and the final construction Drawings and Specifications must be submitted to the TCEQ for review and approval.

G. Check dams used for long drainage swales or ditches to reduce erosive velocities are subject to the following design criteria:

1. Use geotextile filter fabric under check dams exceeding 12 inches in height. The fabric must meet the material specified for the Stone Outlet Sediment Trap discussed above.

2. Loose, unconfined soil, wood chips, compost, and other material that can float or be transported by runoff must not be used to construct check dams.
3. Sand bags must not be used for check dams, due to their propensity to break and release sand that is transported by the concentrated flow in the drainage swale or ditch.
4. Rock Check Dams:
    a. Stone must be well graded with stone size ranging from 3 to 6 inches in diameter for a check dam height of 24 inches or less.
    b. The stone size range for check dams greater than 24 inches is 4 to 8 inches in diameter.
5. Rock Bag Check Dams Bags:
    a. Fill material should be pea gravel, filter stone or aggregate that is clean and free of deleterious material.
    b. Bag material must comply with the requirements of Inlet Protection above.
6. Sack Gabion Check Dams:
    a. Sack gabions must be wrapped in galvanized steel, woven wire mesh. The wire must be 20 gauge with 1-inch diameter, hexagonal openings.
    b. Stone must be well graded with a minimum size range from 3 to 6 inches in diameter.
7. Organic Filter Tube Check Dams:
    a. Filter material used within tubes to construct check dams must be limited to coir, straw, aspen fiber and other organic material with high cellulose content.
    b. The material should be slow to decay or leach nutrients in standing water and comply with the requirements for Inlet Protection above.

H. Stabilized construction exits used for sites in which significant truck traffic occurs on a daily basis are subject to the following design criteria:
1. The construction exit material must be a minimum thickness of 6 inches. The stone or recycled concrete used must be 3 to 5 inches in size with little or no fines.
2. The geotextile fabric must meet the following minimum criteria:
    a. Tensile Strength, ASTM D4632 Test Method for Grab Breaking Load and Elongation of Geotextiles, 300 pounds.
    b. Puncture Strength, ASTM D4833 Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products, 120 pounds.
    c. Mullen Burst Rating, ASTM D3786 Standard Test Method for Hydraulic Bursting Strength of Textile Fabrics-Diaphragm Bursting Strength Tester Method, 600 psi.
    d. Apparent Opening Size, ASTM D4751 Test Method for Determining Apparent Opening Size of a Geotextile, U.S. Sieve No. 40 (max).

I. Alternative pollution prevention measures selected by the Contractor must be identified from one or more of the following reference sources, as appropriate for the region of the construction activity:

1. City of Austin Environmental Criteria Manual.
2. North Central Texas Council of Governments (NCTCOG) integrated Stormwater Management (iSWM) Design Manual for Construction.
3. Harris County/Harris County Flood Control District/City of Houston Stormwater Management Handbook for Construction Activities.

PART 3 - EXECUTION

3.01 PREPARATION

A. Prepare a SWPPP in accordance with applicable permit requirements for construction activity. Develop the SWPPP in conformance with the General Permit and any applicable local requirements.

B. Prepare and implement the SWPPP prior to the beginning of construction activity in accordance with local, state, and federal Laws and Regulations.

C. OPT may require Contractor to install stormwater pollution prevention devices and/or practices during construction in addition to those required under the approved SWPPP. Contractor must remain solely responsible for complying with all local, state, and federal Laws and Regulations.

3.02 INSTALLATION

A. Erosion control blankets to hold seed and soil in place until vegetation is established on disturbed areas are subject to the following installation criteria:

1. Prior to the installation of any erosion control matting, all rocks, dirt clods, stumps, roots, trash, and any other obstructions that would prevent the mat from lying in direct contact with the soil must be removed.
2. Anchor trenching must be located along the entire perimeter of the installation area, except for small areas with less than 2 percent slope.
3. Installation and anchoring must conform to the recommendations shown within the manufacturer's published literature for the erosion control blanket.
4. Anchors (staples) must be a minimum of 6 inches in length and 1 inch wide. They must be made of 11-gauge wire, or equivalent, unless the ECB is intended to remain in place with final stabilization and biodegrade.
5. Particular attention must be paid to joints and overlapping material. Overlap along the sides and at the ends of ECBs should be per the manufacturer’s recommendations for site conditions and the type of ECB being installed. At a minimum, the end of each roll of ECB must overlap the next roll by 3 feet and the sides of rolls must overlap 4 inches.
6. After installation, check blankets for uniform contact with the soil, security of the lap joints, and flushness of the staples with the ground.

B. Silt fences for perimeter controls located downstream of disturbed areas are subject to the following installation criteria:

1. Construct fences along a line of constant elevation (along a contour line if possible).
2. Maximum drainage area must be 0.25 acres per 100 linear feet of silt fence.
3. Maximum flow to any 20-foot section of silt fence must be 1 cfs.
4. Maximum distance of flow to silt fence must be 200 feet or less. If the slope exceeds 10 percent, the flow distance must be less than 50 feet.
5. Maximum slope adjacent to the fence must be 2:1.
6. Stone overflow structures or other outlet control devices must be installed at all low points along the fence or spaced at approximately 300 feet if there is no apparent low point.
7. A 6-inch wide trench is to be cut 6 inches deep at the toe of the fence to allow the fabric to be laid below the surface and backfilled with compacted earth or gravel to prevent bypass of runoff under the fence. Fabric must overlap at abutting ends a minimum of 3 feet and must be joined such that no leakage or bypass occurs. If soil conditions prevent a minimum toe-in depth of 6 inches or installation of support post to depth of 12 inches, silt fences must not be used.
8. Sufficient room for the operation of sediment removal equipment must be provided between the silt fence and other obstructions in order to properly maintain the fence.
9. The last 10 feet (or more) at the ends of a line of silt fence must be turned upslope to prevent bypass of stormwater. Additional upslope runs of silt fence may be needed every 200 to 400 linear feet, depending on the traverse slope along the line of silt fence.

C. Inlet protection for new developments that include new inlets or roads with new curb inlets or during repairs to existing roadways are subject to the following installation criteria:

1. Maintain barricades, signs, and safety features around the Work in accordance with all provisions of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), when installing inlet protection on publicly traveled streets or in developed areas. Ensure that inlet protection is properly designed, installed, and maintained to avoid flooding of the roadway or adjacent properties and structures.
2. Maximum depth of flow must be 8 inches or less.
3. A 2-inch overflow gap or weir is required on all curb inlet protection devices.
4. Positive drainage is critical in the design of inlet protection. If overflow is not provided for at the inlet, excess flows must be routed through established swales, streets, or other watercourses to minimize damage due to flooding.
5. Filter Fabric Protection:
    a. Filter fabric protection is appropriate where the drainage area is less than 1 acre and the basin slope is less than 5 percent.
    b. Filter fabric, posts, and wire mesh must meet the material requirements specified in Paragraph 2.01.C.

c. A 6-inch wide trench is to be cut 6 inches deep at the toe of the fence to allow the fabric to be laid below the surface and backfilled with compacted earth or gravel. This entrenchment prevents any bypass of runoff under the fence.

d. Stone overflow structures must be installed where flow to the inlet is concentrated and more than 1 cfs according to the criteria in Paragraph 2.01.

6. Block and Gravel Protection (Curb and Drop Inlets):

a. Concrete blocks are to be placed on their sides in a single row around the perimeter of the inlet, with ends abutting.

b. Openings in the blocks should face outward, not upward. 1/2-inch by 1/2-inch wire mesh must then be placed over the outside face of the blocks covering the holes.

c. Filter stone must then be piled against the wire mesh to the top of the blocks with the base of the stone being a minimum of 18 inches from the blocks.

d. Alternatively, where loose stone is a concern (streets, etc.), the filter stone may be placed in appropriately sized geotextile fabric bags.

7. Excavated Impoundment Protection:

a. Excavated impoundment protection is only applicable to drop inlets.

b. It should not be applied to Y inlets because it will undermine the concrete pad surrounding the inlet opening. Nor can it be used for inlets on pavement.

c. With this protection method, it is necessary to install weep holes to allow the impoundment to drain completely.

d. The impoundment must be sized such that the volume of excavation is equal to or exceeds the runoff volume from the temporary control design storm (2-year, 24-hour) for the inlet's drainage area.

e. The trap must have a minimum depth of 1 foot and a maximum depth of 2 feet as measured from the top of the inlet and must have side slopes of 2:1 or flatter.

8. Organic Filter Tube Protection (Curb and Drop Inlets):

a. Organic filter tubes may be used on paved or unpaved surfaces. On paved surfaces, tubes must be secured in place by rock bags. On unpaved surfaces, the tubes must be embedded in the ground a minimum of 3 inches and staked at 4-foot spacing.

b. Designer must provide calculations and specify the diameter of tube to be used based on the inlet's drainage area and the flow rate of runoff to the inlet.

c. The minimum allowable diameter is 12 inches.

d. For curb protection, the diameter of the tube must be at least 2 inches less than the height of the inlet opening. The tube should not be allowed to block the entire opening, since it will clog.

e. The tube must be placed on 4-inch by 4-inch or 2-inch by 4-inch wire mesh to prevent the tube from sagging into the inlet. The tube should be long enough to extend a minimum of 12 inches past the curb opening on each side of the inlet.

D. Stone outlet sediment traps (excavated or bermed) for situations where flows are concentrated in a drainage swale or channel are subject to the following installation criteria:

1. The maximum drainage area contributing to the trap must be less than 10 acres for the excavated trap, and 5 acres or less for the bermed trap. For larger drainage areas a sediment basin must be used.
2. The minimum storage volume must be the volume of runoff from the temporary control design storm (2-year, 24-hour) for the sediment trap's drainage area.
3. The surface area of the design storage must be 1 percent of the area draining to the device.
4. The maximum embankment height must be 6 feet as measured from the toe of the slope on the downstream side.
5. Minimum width of the embankment at the top must be 2 feet.
6. Embankment slope must be 1:5:1 or flatter.
7. The embankment must have a depressed area to serve as the outlet with a minimum width of 4 feet.
8. A 6-inch minimum thickness layer of 1-1/2-inch filter stone must be placed on the upstream face of the embankment when stormwater runoff contains fine silt and clay particles.
9. The embankment must consist of stone riprap or a combination of compacted fill with stone riprap. The stone may be enclosed in wire mesh or a gabion basket and anchored to the channel bottom to prevent washing away.
10. Fill must be placed in 8-inch loose lifts (maximum) and compacted to 95 percent Standard Proctor Density at optimum moisture content using ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort.
11. Geotextile fabric, covered with a layer of stone, must extend past the base of the embankment on the downstream side a minimum of 2 feet.
12. The outlet must be designed to have a minimum freeboard of 6 inches at design flow.

E. Sediment basins for treatment devices for sites with disturbed areas of 10 acres and larger that are part of a common drainage area are subject to the following installation criteria:

1. Design of the sediment basin should be coordinated with design of the permanent drainage infrastructure for the development. Sediment basin sizing and discharge volumes should be calculated using the NCTCOG iSWM Technical Manual or similar technical manual in accordance with the design criteria of the locality where the basin is constructed.
2. Minimum capacity of the basin must be the calculated volume of runoff from a 2-year, 24-hour duration storm event plus sediment storage capacity of at least 1000 cubic feet.
3. The basin must be laid out such that the effective flow length to width ratio of the basin is a minimum of 4:1. The effectiveness of sediment basins may be increased by using baffles to prevent short-circuiting of flow through the basin.

Resolution No. 2021-R0483
Item No. 6.4
December 14, 2021

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, Change Order No. 1 to that certain Contract No. 15477 by and between the City of Lubbock and Garney Construction, for the Low Head C Pipeline, and related documents. Said Change Order No. 1 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 December 14, 2021.

STEVE MASSENGALE, MAYOR PRO TEM

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES.ChgOrd#1 Contract 15477 Garney Low Head C
11.29.21

Office of Purchasing and Contract Management
Change Order

Contract No: 15477	Contractor: Garney Construction
Change Order No: 01	Contract Title: Low Head C Pipeline
Bid/RFP No: RFP 20-15477-JM	Project No: CIP 92450.9241.30000

"Change Order" means a written order to a Contractor, executed by the Owner, in accordance with the Contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the Contract documents, or an adjustment to the compensation payable to the Contractor, or to the time for performance of the Contract and completion of the project, or a combination thereof, which does not alter the nature of project and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line time in a Unit Price Contract do not require a Change Order. All work that alters the nature of the construction or that is not an integral part of the project objective must be let out for public bid.

Description of Change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attached additional pages is necessary:

Change Order 01 to Contract 15477 includes Proposed Contract Modification (PCM) 001 through 003 as well as Work Change Directive (WCD) 001. These changes include adjusting the pipe alignment in order to provide installation costs to the City, replacing a 24" waterline near abandoned Pump Station 7 in that will ensure the new Low Head C Pipeline will be able to fully function as designed, and adding traffic-rated valve vaults along 26th Street in order to protect the new Low Head C infrastructure now and in the future.

Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial Contract, no deviations are allowed in computing negotiated change order costs.

ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.

ITEM	DESCRIPTION		AMOUNT
A.	ORIGINAL CONTRACT VALUE:		$8,915,699.95
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) $50,000		$450,102.12
	COST CENTER: 92450	ACCOUNT: 92450.9241.30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)		5.05%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:		$0
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)		$450,102.12
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)		5.05%
G.	NEW CONTRACT AMOUNT (A+E):		**$9,365,802.07**

It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of, or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order.

This Change Order is not valid without the following signatures ***(please sign in order and return 3 originals with the Contract Cover Sheet to Purchasing and Contract Management department)***:

(1) Contractor	11/15/21 Date	(2) Project Architect/Engineer	11/15/2021 Date
(3) Owner's Representative	11/15/2021 Date	(4) Director of Purchasing & Contract Management	11.29.2021 Date
(5) Capital Project Manager	11/29/21 Date	(6) City Attorney	11-29-21 Date

Change Orders over $50,000.00 require a Contract Cover Sheet and the following signatures:

(7) Mayor Pro Tem Steve Massengale	12/14/2021 Date	(8) City Secretary	12/14/2021 Date

Council Date: December 14, 2021 Agenda Item #: 6.4 Resolution #: 2021-R0483

Project	Low Head C Pipeline	**Project Number**	
Owner	City of Lubbock	Contract # 15477	
Contractor	Garney Construction	7339	
Construction Manager	Freese and Nichols	LUB19278	
Design Professional	Freese and Nichols	LUB19278	

Change Order No. 001 **Date** 10/22/2021

Make the following modifications to the Contract Documents:

Item	Description	Change Amount
1	**CP-001.1 Pipeline Realignment; + 28 days**	$ (72,907.11)
2	**CP-002 PS 7 24" Waterline Replacement; +40 days**	$ 500,625.54
3	**CP-003 Traffic Rated Valve Vaults on 26th St. and Antenna Relocate; 0 days**	$ 1,439.20
4	**WCD-001 Exploratory Work for PS 7 24" Waterline Replacement, + 5 days**	$ 20,944.49
Net Change in Contract Price this Change Order		$ 450,102.12
Net Change in Contract Times this Change Order		73 days

The compensation in this Change Order is the full, complete, and final compensation for all costs Contractor may incur because of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work because of this Change Order. The changes in Contract Times are the complete and final adjustments for impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor is entitled. All terms and provisions of the Contract Documents remain in effect except as specifically modified by this Change Order.

a. Original Contract Price	$ 8,915,699.95
b. Previously Approved Change Order/Contract Amendment Amounts	$ 0.00
c. Adjusted Contract Price (a + b)	$ 8,915,699.95
d. Contract Amendment Amount	$ 450,102.12
e. Revised Contract Price (c + d)	$ 9,365,802.07
f. Percent Change in Contract Price to Date	5.04 %

	Original	Previous	Current
Substantial Completion Date	11/28/2021	11/28/2021	2/9/2022
Final Completion Date	2/26/2021	2/26/2022	4/10/2022

Recommended by Design Professional

Charles H. Erwin — 10/22/21

Name — *Date*

Recommended by Construction Manager

Bret S. Calvert — 10/22/2021

Name — *Date*

Approved by Garney Construction

Ryan Moloney — 10/25/21

Name — *Date*

Approved by City of Lubbock

Name — *Date*

Project	Low Head C Pipeline	**Project Number**	
Owner	City of Lubbock	Contract # 15477	
Contractor	Garney Construction	7339	
Construction Manager	Freese and Nichols, Inc.	LUB19278	
Design Professional	Freese and Nichols, Inc.	LUB19278	

Make the following additions, modifications, or deletions to the Work described in the Contract Documents:

Replace the following sheets:

- WL-1
- WL-2
- WL-3
- WL-4
- WL-9
- WL-12
- WL-13
- WL-14
- WL-15
- WL-17
- WL-23
- CV-3
- DT-6
- DT-11

Approved by Design Professional

Charles H. Erwin
Name

10/22/2021
Date

STATE OF TEXAS
CHARLES H. ERWIN
118842
LICENSED
PROFESSIONAL ENGINEER
10/22/21

FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

CP-001.1 Pipeline Realignment

FREESE AND NICHOLS

Change Proposal

PROJECT	Low Head C Pipeline	**PROJECT NUMBER**
OWNER	City of Lubbock	15477
BUILDER	Garney Companies	
DESIGNER	Freese and Nichols, Inc.	
CM	Bret Calvert	

CP No.	CP-001.1
CP Description	Garney has found conflicts along the currently alignment that requires alignment and design changes. Issues consist of new infrastructure installed by home builder and utilities found in conflict with current alignment as noted on Exhibit 1. Garney proposes a new alignment as seen in Exhibit 1, that will allow a credit to be offered to the City of Lubbock in the sum of $90,907.11. We would eliminate bid items D2a, propose to increase the tunnel length for bid item D2b by 15LF, and ask to be paid for the costs associated to propose the redesign. The cost associated to propose the redesign consist of, coordination with utility companies to locate the utilities on the East side of Upland, hydro-excavation of all utilities to verify the feasibility of the proposal, and create a proposal that is constructable. Garney is requesting that the 34th street tunnel be extended an additional 15LF from the original bid quantities and to be installed as shown in the proposed new alignment on the East side of Upland Ave due to utility conflicts on the North West side of the bore pit location as sown in the current alignment in Exhibit 1 . Minor adjustments will have to be field verified with RPR regarding total billable quantities to items D6 - flexible base drive way repair and D7 - concrete drive way repair. Garney has also proposed a new alignment from WL-12 to WL-17 that has added one additional 8" blow off due to a sewer utility conflict on Sheet WL-17. The addition of the 8" blow off valve as results in a net credit of $72,907.11 for the Low Head C Pipeline Project
Specification	N/A
Drawing / Detail	WL-1 to WL-4 & WL-12 to WL-17

NOTIFICATION BY BUILDER

The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:

Purpose of Change Proposal	New Change Proposal
Requested Action	Issue a Work Change Directive or Change Order for the described change
Basis of Compensation	Lump Sum calculated using Cost of Work provisions in General Conditions paragraph 13.01
Required Documentation	- Detailed cost breakdown attached showing labor, materials, equipment, and all other costs for this change - Schedule attached to show impacts and justification for requested change in Contract Times
Total Change Proposal Amount	$ -72,907.11
Adjustment in Contract Time	28 days
Attachment	CP-001.1-AlignmentChangestoDateonSheetsWL1-WL4andWL12-WL17-Ryan Moloney-Pending.pdf

Submitted By Ryan Moloney **Date** 05-10-2021

CONSTRUCTION MANAGER'S RESPONSE

Recommended Basis for Compensation:

Unit Prices

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

Status	Recommended for Approval
Action	Final Distribution
Comments	Recommended for approval. Signed and sealed sheets to be provided with the final CO.
Attachments	CP-001.1-AlignmentChangestoDateonSheetsWL1-WL4andWL12-WL17-Ryan Moloney-Pending.pdf

Response By Bret Calvert **Date** 08-31-2021

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CONTRACT MODIFICATION REQUEST

		PROJECT NUMBER
PROJECT:	Low Head C Pipeline	15477
OWNER:	City of Lubbock	7339
CONTRACTOR:	Garney Construction	LUB19278
CM:	Freese & Nichols (Bret Calvert)	LUB19278
ENGINEER:	Freese and Nichols (Michael McBee)	

CHANGE PROPOSAL NO: **001.1**

COP Details: Garney has found conflicts along the currently alignment that requires alignment and design changes. Issues consist of new infrastructure installed by home builder and utilities found in conflict with current alignment as noted on Exhibit 1. Garney proposes a new alignment as seen in Exhibit 1, that will allow a credit to be offered to the City of Lubbock in the sum of $90,907.11. We would eliminate bid items D2a, propose to increase the tunnel length for bid item D2b by 15LF, and ask to be paid for the costs associated to propose the redesign. The cost associated to propose the redesign consist of, coordination with utility companies to locate the utilities on the East side of Upland, hydro-excavation of all utilities to verify the feasibility of the proposal, and create a proposal that is constructable. Garney is requesting that the 34th street tunnel be extended an additional 25LF from the original bid quantities and to be installed as shown in the proposed new alignment on the East side of Upland Ave due to utility conflicts on the North West side of the bore pit location as sown in the current alignment in Exhibit 1 . Minor adjustments will have to be field verified with RPR regarding total billable quantities to items D6 - flexible base drive way repair and D7 - concrete drive way repair.

Item #	Engineering Directive #	Description	Qty	Unit	Cost Per	Extended Cost
Owner Item A.1		Eliminate 15LF of 36" AWWA C303 BWCCP Class 150 with Proposed New Alignment	59	LF	$ (201.00)	$ (11,859.00)
Owner Item D.1		Eliminate 40LF of Trench Safety Systmem with Reduction of Pipe Quantity and Extension of 34th Street Bore	84	LF	$ (4.00)	$ (336.00)
Owner Item D.2.a		Proposal to eliminate of 60" I.D. 26th and Upland Ave	105	LF	$ (1,200.00)	$ (126,000.00)
Owner Item D.2.b		Proposal to add additional footage for 60" I.D. 34th and upland (25LF)	25	LF	$ 1,200.00	$ 30,000.00
Owner Item D.6		Additonal Flexbase Drive Way Repair	74	SY	$ 52.00	$ 3,848.00
Owner Item D.7		Additonal Concrete Drive Way Repair	132	SY	$ 110.00	$ 14,520.00
Owner Item D.8		Reduction of Asphalt Pavement Repair	260	SY	$ (65.00)	$ (16,900.00)
Owner Item D.24		Reduction of Fiber Optic Conduit	59	LF	$ (8.00)	$ (472.00)
Owner Item D.28		Reduction of 12" CMP Culvert Pipe	49	LF	$ (17.00)	$ (833.00)
Owner Item D.3		8" Blow Off Valve Assemble	1	EA	$ 18,000.00	$ 18,000.00
#1		Hydro-Excavation and Exploratory Work for Alignment Porposal	1	LS	$ 17,124.89	$ 17,124.89
					Total	**$ (72,907.11)**

Contractor: Garney Construction By _____
Ryan Moloney

Date: _____

Recommended for Payment by Engineer

By _____ Date

Approved for Payment by City of Lubbock

By _____ Date

Recommended for Payment by Construction Manager

By _____ 10/22/2021 Date

Approved for Payment by [OWNER]

By _____ Date

Change Order Proposal: 7339-01 04/22/21

COP Details: Hydro-excavation and alignment feasibilty exploritory work along the East side of Upland from 26t street to 34th street.

Classification	Un-Burdened Base Rate	FCIA And Medicare 7.65%	Federal Unemployment 0.60%	State Unemployment (Texas) 1.76%	Workmen's Compensation (Texas) 5.70%	General Liability Insurance 1.78%	Pension (ESOP) 12.00%	Pension (401K) 3.50%	Holiday (3.5%) 3.50%	Vacation (6%) 6.00%	Consume ables 9.50%	Health & Dental Insurance $4.53/hour (Per Hour x 40) $ 5.06	Group Life Insurance (Per Hour x 40) Variable	Vehicle Allowance variable per class	Vehicle Fuel and Maintenance $ 4.50	Regular Time =SUM(D:O) Costs	Over Time =SUM(D:L)*1.5 Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
43 PROJECT MANAGER; ASSISTANT	$ 39.90	$ 3.05	$ 0.24	$ 0.70	$ 2.27	$ 0.71	$ 4.79	$ 1.40	$ 1.40	$ 2.39	$ 3.79	$ 5.06	$ 0.09	$ 5.00	$ 4.50	$ 75.30	$ 90.97	40		$ 3,011.93
53 SUPERINTENDENT;	$ 50.48	$ 3.86	$ 0.30	$ 0.89	$ 2.88	$ 0.90	$ 6.06	$ 1.77	$ 1.77	$ 3.03	$ 4.80	$ 5.06	$ 0.10	$ 7.50	$ 4.50	$ 93.89	$ 115.09	40		$ 3,755.58
55 FIELD ENGINEER;	$ 33.65	$ 2.57	$ 0.20	$ 0.59	$ 1.92	$ 0.60	$ 4.04	$ 1.18	$ 1.18	$ 2.02	$ 3.20	$ 5.06	$ 0.07	$ 5.00	$ 4.50	$ 65.78	$ 76.73			$ -
60 OPERATOR; HOURLY	$ 25.22	$ 1.93	$ 0.15	$ 0.44	$ 1.44	$ 0.45	$ 3.03	$ 0.88	$ 0.88	$ 1.51	$ 2.40	$ 5.06	$ 0.04	$ -	$ -	$ 43.43	$ 57.50	40	10.0	$ 2,312.28
70 LABORER; HOURLY	$ 18.72	$ 1.43	$ 0.11	$ 0.33	$ 1.07	$ 0.33	$ 2.25	$ 0.66	$ 0.66	$ 1.12	$ 1.78	$ 5.06	$ 0.04	$ -	$ -	$ 33.55	$ 42.68	80	20.0	$ 3,537.82
																			TOTAL	$ 12,617.61

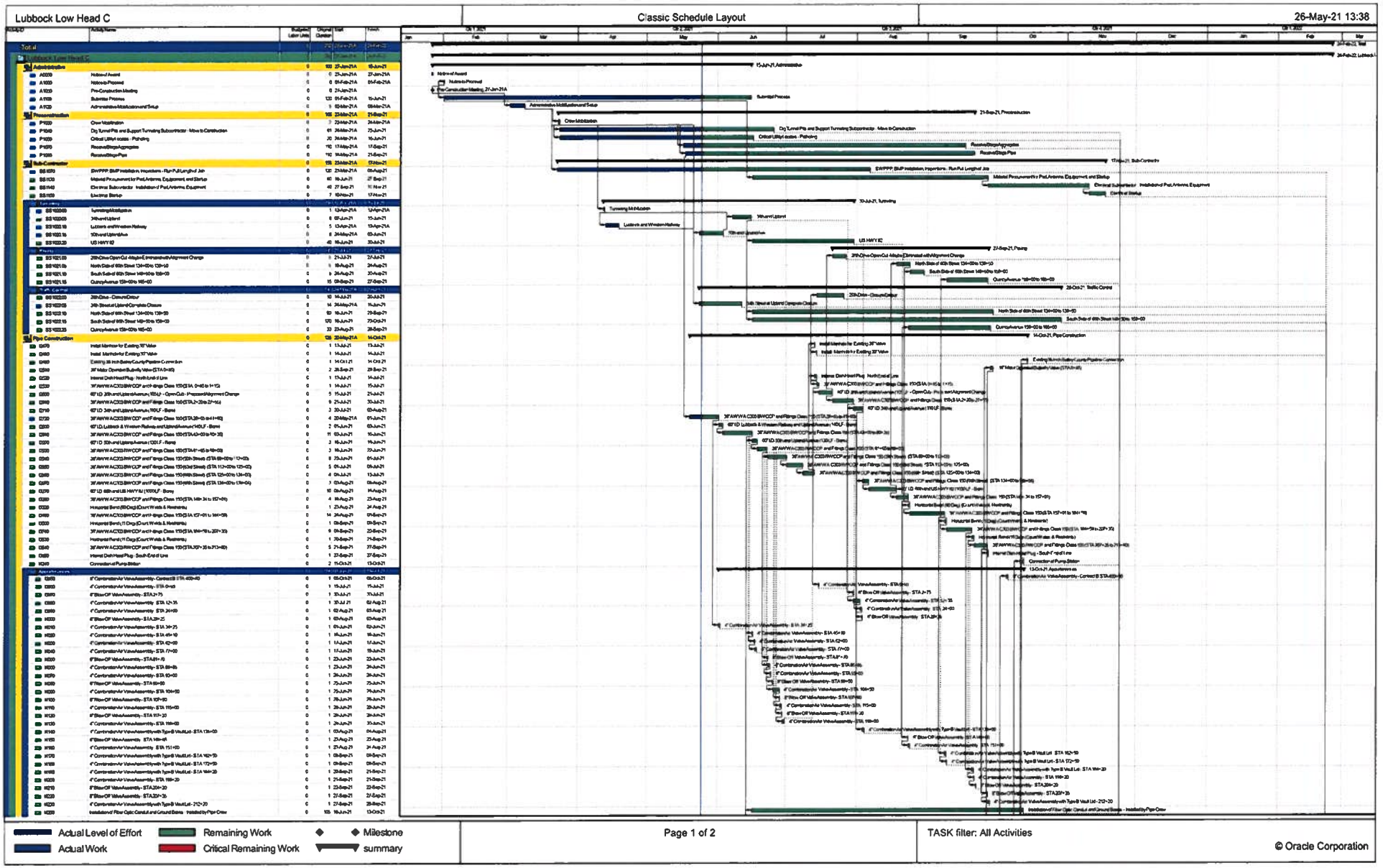
PER DIEM	Days for this Work	Long Term Crews: Monthly Per Diem	Long Term Crews: Working Days per Month	Long Term Crews: Daily Per Diem	Short Term Crews: Fuel	Short Term Crews: Hotel	Short Term Crews: Food	Total Subsitance
53 SUPERINTENDENT;		$ 2,250.00	22.00	$ 102.27				$ -
60 OPERATOR; HOURLY		$ 800.00	22.00	$ 36.36				$ -
70 LABORER; HOURLY		$ 800.00	22.00	$ 36.36				$ -
							TOTAL	$ -

EQUIPMENT Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
John Deere 310 Backhoe			$ 440.00		$ 800.00		$ 6,280.00		$ 41.85				$ -
CAT 2,000 Gallon Water Truck			$ 250.00		$ 1,000.00		$ 2,000.00		$ 23.38		$ 850.00		$ -
CAT 336 Hammer			$ 680.00		$ 3,342.60		$ 9,715.00		$ 16.02		$ 250.00		$ -
Trench Shoring Rental					$ 500.00								$ -
CAT Smooth Drum Roller			$ 560.00		$ 1,450.00		$ 3,975.00		$ 4.50		$ 490.00		$ -
Hydro-Vac Trailer			$ 542.16		$ 1,626.47	1.00	$ 4,879.40		$ 68.15		$ -		$ 1,626.47
												TOTAL	$ 1,626.47

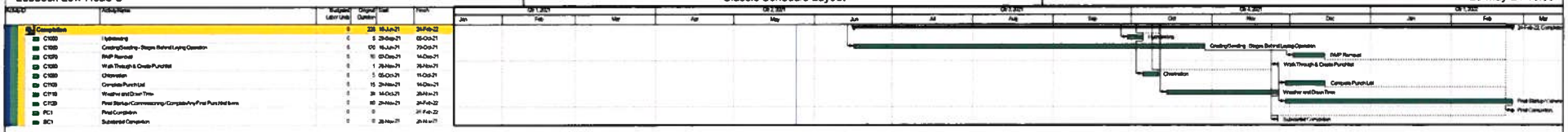
MATERIALS Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
WTG		Fuel for Hrdo Vac Trailer	1	LS	$ 26.67	$ 26.67
						$ -
						$ -
						$ -
					TOTAL	$ 26.67

SERVICES Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
						$ -
					TOTAL	$ -

Summary:	TOTALS
Direct Cost of Labor	$ 12,617.61
Direct Cost of Per Diem	$ -
Direct Cost of Equipment	$ 1,626.47
Direct Cost of Materials	$ 26.67
Direct Cost of Subcontractor	$ -
Contractor's Fee	$ 2,854.15
Subtotal	$ 17,124.89
Direct Cost of Bond Premium	$ -
TOTAL COST	$ 17,124.89



Actual Start Date of Pipe Laying Operation May 20th. 28 Days Impacted



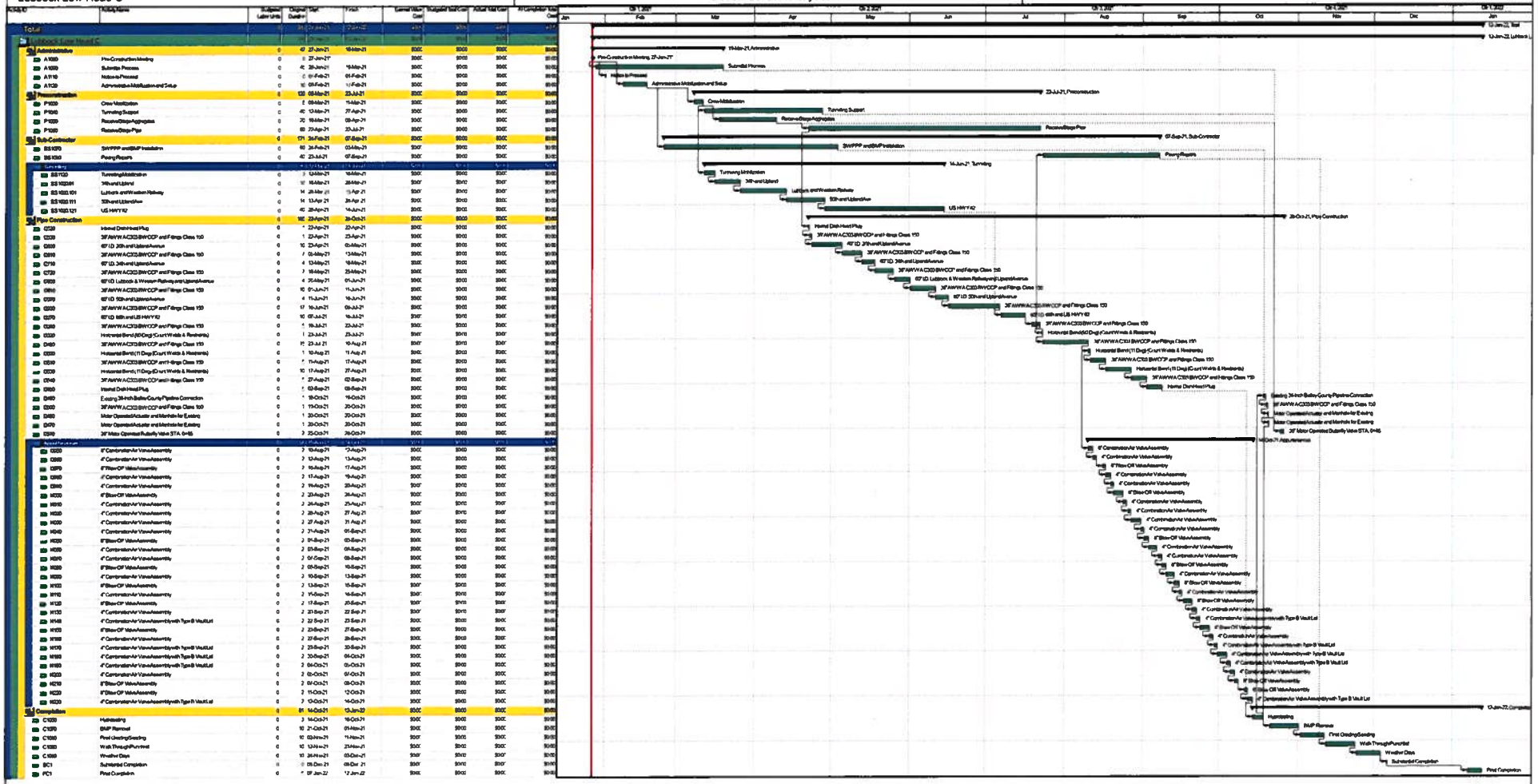
Activity ID	Activity Name	Budgeted Labor Units	Original Duration	Start	Finish
Completion		0	226	16-Jun-21	24-Feb-22
C1000	Hydroseeding	0	5	29-Sep-21	05-Oct-21
C1020	Grading/Seeding - Stages Behind Laying Operation	0	120	16-Jun-21	29-Oct-21
C1070	RAP Removal	0	10	07-Dec-21	14-Dec-21
C1030	Walk Through & Create Punchlist	0	1	29-Nov-21	29-Nov-21
C1080	Chlorination	0	5	05-Oct-21	11-Oct-21
C1100	Complete Punch List	0	15	29-Nov-21	14-Dec-21
C1110	Weather and Down Time	0	39	14-Oct-21	29-Nov-21
C1120	Final Startup/Commissioning/Complete Any Final Punchlist Items	0	60	29-Nov-21	24-Feb-22
FC1	Final Completion	0	0		24-Feb-22
SC1	Substantial Completion	0	0	29-Nov-21	29-Nov-21

Actual Level of Effort | Remaining Work | Milestone
Actual Work | Critical Remaining Work | summary

TASK filter: All Activities

© Oracle Corporation

Lubbock Low Head C | Classic Schedule Layout | 26-Jan-21 19:09



Pre-Construction Schedule Start of Pipe Laying Operation April 22nd.

Actual Level of Effort | Remaining Work | Milestone
Actual Work | Critical Remaining Work | summary

TASK filter: All Activities

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CP-002 PS 7 24” Waterline Replacement

FREESE AND NICHOLS

Change Proposal

PROJECT	Low Head C Pipeline	**PROJECT NUMBER**
OWNER	City of Lubbock	15477
BUILDER	Garney Companies	
DESIGNER	Freese and Nichols, Inc.	
CM	Bret Calvert	

CP No.	CP-002
CP Description	Garney has evaluated your request for the additional work near Marsha Sharp Freeway regarding Pipe & Valve Installation detailed in the Request for Change Proposal No. 2. Please see the below and attached Change Proposal 7339 -02 which includes costs associated with the additional work near Marsha Sharp. To provide clarity to the overall scope Garney has provided a scope breakdown of inclusions & exclusions following the Change Proposal Cover Letter in attached PDF. Garney would like to propose an increase in contract time of 40 days for the additional work in Change Proposal 7339-02. In accordance with the General Conditions of the Agreement – Article 24, Garney would like to propose a Lump Sum Price of $500,625.54 for the Extra Work detailed out in Change Proposal 7340-02. Garney has included an Owner Directed Allowance in the above Lump Sum Price in the amount of $25,000.00. This is intended to reimburse Garney for costs created by shutdown complications or subcontractor delays due to shutdown complications. To meet the requirements of the acceptable shutdown season, material availability, cost, are volatile and material lead times are critical to completing this work for the City. To meet the requirements of the acceptable shutdown season and procure the requested material, we ask the City to provide direction, specifically regarding the valve order, within 5-days of receipt of this proposal. If this is not possible, please let us know so we can discuss what alternatives may be available to lock in schedule and cost. This proposal represents the associated fees for the specified scope of work included. If a 6-day shutdown window cannot be met and additional work is required as a result of this change due to circumstances outside of Garney's control, this will be discussed and addressed under a separate cover.
Specification	N/A
Drawing / Detail	N/A

NOTIFICATION BY BUILDER

The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:

Purpose of Change Proposal	Response to RCP
Requested Action	Issue a Work Change Directive or Change Order for the described change
Basis of Compensation	Lump Sum calculated using Cost of Work provisions in General Conditions paragraph 13.01
Required Documentation	- Detailed cost breakdown attached showing labor, materials, equipment, and all other costs for this change - Schedule attached to show impacts and justification for requested change in Contract Times
Total Change Proposal Amount	$ 500,625.54
Adjustment in Contract Time	40 days
Attachment	CP-002-COP-02_WorkNearMarshaSharpFinalSigned10.05.21-Ryan Moloney-Pending.pdf

Submitted By Ryan Moloney **Date** 10-20-2021

CONSTRUCTION MANAGER'S RESPONSE

Recommended Basis for Compensation:

Lump Sum calculated using Cost of Work provisions in General Conditions paragraph 13.01

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

Status	Recommended for Approval
Action	Final Distribution
Comments	Recommend Approved
Attachments	CP-002-COP-02_WorkNearMarshaSharpFinalSigned10.05.21-Ryan Moloney-Pending.pdf

Response By Bret Calvert **Date** 10-21-2021

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1030 Andrews Highway, STE 304C, Midland Texas
Phone: 816.741.4600
www.garney.com

City of Lubbock
1314 Ave K
Lubbock, Texas, 79401

09/29/2021

Attn: Josh Kristinek

Re: Request for Change Proposal No. 2 – Work Near Marsha Sharp

Dear Mr. Kristinek,

Garney has evaluated your request for the additional work near Marsha Sharp Freeway regarding Pipe & Valve Installation detailed in the Request for Change Proposal No. 2. Please see the below and attached Change Proposal 7339 -02 which includes costs associated with the additional work near Marsha Sharp. To provide clarity to the overall scope Garney has provided a scope breakdown of inclusions & exclusions following the Change Proposal Cover Letter.

Garney would like to propose an increase in contract time of 40 days for the additional work in Change Proposal 7339-02.

In accordance with the General Conditions of the Agreement – Article 24, Garney would like to propose a Lump Sum Price of $500,625.54 for the Extra Work detailed out in Change Proposal 7340-02.

Garney has included an Owner Directed Allowance in the above Lump Sum Price in the amount of $25,000.00. This is intended to reimburse Garney for costs created by shutdown complications or subcontractor delays due to shutdown complications.

To meet the requirements of the acceptable shutdown season, material availability, cost, are volatile and material lead times are critical to completing this work for the City. To meet the requirements of the acceptable shutdown season and procure the requested material, we ask the City to provide direction, specifically regarding the valve order, within 5-days of receipt of this proposal. If this is not possible, please let us know so we can discuss what alternatives may be available to lock in schedule and cost.

This proposal represents the associated fees for the specified scope of work included. If a 6-day shutdown window cannot be met and additional work is required as a result of this change due to circumstances outside of Garney's control, this will be discussed and addressed under a separate cover.

NC.

Taylor Kennedy

CC: John Turpin, Bailey Ratcliffe, Nick Lester, Michael McBee, Bret Calvert, Ryan Moloney

GENERAL SCOPE OF WORK PROPOSED BY GARNEY:

Specifications & Assumptions:

- This proposal is contingent on the City providing a complete & successful isolation that provides minimal flow of 1 ft/sec so that the Line Stop may be inserted in the piping near Marsha Sharp. This proposal is contingent on a full shutdown for 6 Full Working Days. The Line Stop must be on piping that does not exceed 150 PSI. The shutdown would begin when the Line Stop's are Installed, and Pump Station 16 is down. During this window following scopes of work are to be completed:
    - 48-Inch Line Stop
        - 48-Inch Epoxy Coated & Welded Line Stop Saddle
        - 6 Day Shutdown Line Stop
        - Appropriate Thrust Blocking for Line Stops
    - 24-Inch Line Stop
        - 24-Inch Epoxy Coated & Welded Line Stop Saddle
        - 6 Day 24-Inch Line Stop
        - Appropriate Thrust Blocking for Line Stops
    - Removal of 42-Inch Waterline, Existing Valves, and 30 CY Thrust Block
        - To Include all crushing, loading, and haul off
    - Installation 215 LF of 24-Inch Steel Piping (All Welded Joints)
        - Installation of 42-Inch x 24-Inch Reducer
        - Installation of 24-Inch Flanged Valve
        - Installation of 2 EA Manways
        - Grace Clinic Connection
        - Internal & External Grouting of Joints
    - 20-Inch Cut & Plug
        - Removal of 100 LF of existing 20-Inch Piping to include all crushing, loading and haul off
        - Removal of 12 CY Thrust Block
        - Cut & Plug including appropriate blocking
        - Abandonment in place of exiting 20-Inch Piping under 29th Drive.
    - Installation of 48-Inch AVK Double Offset Butterfly Valve (1 Year Warranty)
        - Includes cutting & welding of all required flanges pieces
        - Includes Traffic Rate Manholes
    - Installation of 24-Inch AV-TEK Double Offset Butterfly Valve (10 Year Warranty)

    - Includes cutting & welding of all required flanges pieces
    - Includes Traffic Rate Manholes

- All work assumes the use of existing Garney equipment onsite for the current work under contract. Delay in work will cause additional mobilization costs of equipment and labor.
- Factory Hydrostatic Testing of Pipe Only per the Steel Pipe Specification
- Disinfection Per Demolition of Pump Station 7 - Spec 33 10 13 – 1.01D with Swabbing on all piping east of the new 24-Inch Valve
- Owner directed allowance is to be made available to the Contractor to compensate for equipment and labor down-time in the event the City is unable to isolate the system within 2-days or in the event Tapmaster's work extends beyond the 2 days Per Each Line Stop (48-Inch & 24-Inch) included in the attached proposal.
    - Garney's Equipment & Labor Down-Time Billable Rate will be set at $915.48 Per Hour.

<u>Inclusions</u>

- Includes all appropriate thrust blocking for Line Stops
- Existing 42-Inch & 24-Inch Pipe to be Demolished and Disposed of Offsite (Approx. 210 LF)
- Removal of Existing 42-Inch Valve and associated blocking
- Removal of Existing Line Stop Tapping Saddle and 30 CY Blocking
- Installation of approximately 210 LF of 24-Inch Mortar Coated & Mortar Line Steel Pipe (AWWA C-205)
    - All Welded Joints
    - Installation of Granular Embedment to match per the specification of the Demolition of Pump Station 7 Project
    - Installation of Select Fill to match per the specification of the Demolition of Pump Station 7 Project
- Installation of 2 Each - 24" Manways for Grouting Access (to include 6" Valves for testing)
- Interior and Exterior Joint Welding
- Connection to 24-Inch Main Consisting of a 24" Welded Butt Strap Connection
- All necessary Traffic Control
- SWPPP
- Reseeding of Impacted Area
- Proctors & Testing For Densities
- Cut & Plug of the Existing 20-Inch Waterline
    - To Include Abandonment in Place Material for 20-Inch Piping under 29th Drive

    - Haul off 100 LF of Piping
    - Removal of 12 CY Thrust Blocking
- Installation of 48-Inch Double Offset Valve with 1 Year Warranty and Type B Traffic Rated Manholes
- Installation of 24-Inch Double Offset Valve with 10 Year Warranty and Type B Traffic Rated Manholes
- 12 LF of Sidewalk Repair on Southside of Marsha Sharp

<u>Exclusions</u>

- Excludes Utility Relocations
- Excludes Gravel or Paving Restoration in front of Storage Units Located North of Marsha Sharp Freeway
- Excludes additional Permitting not included above
- Excludes Internal Dished Plugs

CONTRACT MODIFICATION REQUEST

PROJECT:	Low Head C Pipeline	**PROJECT NUMBER**
OWNER:	City of Lubbock	15477
CONTRACTOR:	Garney Construction	7339
CM:	Freese & Nichols (Bret Calvert)	LUB19278
ENGINEER:	Freese and Nichols (Michael McBee)	LUB19278

Change Proposal **002**

Item #	Engineering Directive #	Description	Qty	Unit	Cost Per	Extended Cost
1		48-Inch Linestop	1	LS	$ 104,406.95	$ 104,406.95
2		24-Inch Linestop	1	LS	$ 43,605.04	$ 43,605.04
3		Removal of Existing 42-Inch	1	LS	$ 37,760.05	$ 37,760.05
4		Install Owner Provided 42-Inch x 24-Inch Reducer	1	LS	$ 8,975.67	$ 8,975.67
5		Install Owner Provided 24-Inch x 4-Inch Tee (Manway)	1	LS	$ 1,560.43	$ 1,560.43
6		Install Owner Provided 24-Inch C205 Steel Pipe	1	LS	$ 88,927.06	$ 88,927.06
7		Installation of Owner Provided 24-Inch Valve (No Manhole)	1	LS	$ 7,735.49	$ 7,735.49
8		Connection to Grace Line	1	LS	$ 7,285.27	$ 7,285.27
9		20-Inch Cut & Plug	1	LS	$ 17,938.30	$ 17,938.30
10		Installation of 48-Inch Valve & Manhole	1	LS	$ 102,975.47	$ 102,975.47
11		Installation of 24-Inch Valve & Manhole	1	LS	$ 54,455.80	$ 54,455.80
12		Allowance for Standby and Down Time	1	LS	$ 25,000.00	$ 25,000.00
					Total	**$ 500,625.54**

Contractor: Garney Construction By _____

Date: 10/05/2021

Recommended for Payment by Engineer

By _____ 10/05/2021
Date

Recommended for Payment by Construction Manager

By _____ 10/05/2021
Date

Approved for Payment by City of Lubbock

By _____ 10/05/2021
Date

Approved for Payment by [OWNER]

By _____
Date

Change Order Proposal: 7339-02 48-Inch Linestop 10/01/21

Details: The below is a breakdown of the costs associated with a single 48-Inch Epoxy Coated Welded Linestop Providing a 5-Day Shutdown Window. This would allow for the installation of the 24-Inch Piping, 20-Inch Cut & Plug, as well as the 24-Inch Double Offset Gatevalve. These costs also include a remobilization for a 3 day restop for the 48-Inch Valve Installation. This includes labor and equipment for a single day of preparation for the linestop.

SINGLE LINE STOP - 1 Day Of Excavation & Prep	Regular Time Costs	Over Time Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
43 PROJECT MANAGER: ASSISTANT PRIMARY	$ 76.77	$ 93.18	8.0		$ 614.18
53 SUPERINTENDENT:	$ 108.65	$ 137.23	8.0		$ 869.18
60 OPERATOR: HOURLY	$ 47.28	$ 63.27	8.0	4.0	$ 631.29
60 OPERATOR: HOURLY	$ 41.58	$ 54.72	8.0	4.0	$ 551.49
70 LABORER: HOURLY	$ 38.54	$ 50.16	8.0	4.0	$ 508.94
70 LABORER: HOURLY	$ 36.64	$ 47.31	8.0	4.0	$ 482.34
70 LABORER: HOURLY	$ 35.50	$ 45.60	8.0	4.0	$ 466.38
70 LABORER: HOURLY	$ 33.98	$ 43.32	8.0	4.0	$ 445.10
				TOTAL:	$ 4,568.89

RESTOP - (*Not Anticipated At This Time) 1 - Day Remobilization, Re-Excavation 1 - Dav Linestop Prep & Linestop Installation	Regular Time Costs	Over Time Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
43 PROJECT MANAGER: ASSISTANT PRIMARY	$ 76.77	$ 93.18	16.0		N/A
53 SUPERINTENDENT:	$ 108.65	$ 137.23	16.0		N/A
60 OPERATOR: HOURLY	$ 47.28	$ 63.27	16.0	8.0	N/A
60 OPERATOR: HOURLY	$ 41.58	$ 54.72	16.0	8.0	N/A
70 LABORER: HOURLY	$ 38.54	$ 50.16	16.0	8.0	N/A
70 LABORER: HOURLY	$ 36.64	$ 47.31	16.0	8.0	N/A
70 LABORER: HOURLY	$ 35.50	$ 45.60	16.0	8.0	N/A
70 LABORER: HOURLY	$ 33.98	$ 43.32	16.0	8.0	N/A
				TOTAL:	N/A

		Long Term Crews			Short Term Crews			
PER DIEM - Single Line Stop	Days for this Work	Monthly Per Diem	Working Days per Month	Daily Per Diem	Fuel	Hotel	Food	Total Subsitance
43 PROJECT MANAGER: ASSISTANT PRIMARY	1.00	$ 1,700.00	22.00	$ 77.27				$ 77.27
53 SUPERINTENDENT:	1.00	$ 2,250.00	22.00	$ 102.27				$ 102.27
60 OPERATOR: HOURLY	3.00	$ 800.00	22.00	$ 36.36				$ 109.09
70 LABORER: HOURLY	5.00	$ 800.00	22.00	$ 36.36				$ 181.82
							TOTAL	$ 470.45

		Long Term Crews			Short Term Crews			
PER DIEM - Restop (*Not Anticipated At This Time)	Days for this Work	Monthly Per Diem	Working Days per Month	Daily Per Diem	Fuel	Hotel	Food	Total Subsitance
43 PROJECT MANAGER: ASSISTANT PRIMARY	2.00	$ 1,700.00	22.00	$ 77.27				N/A
53 SUPERINTENDENT:	2.00	$ 2,250.00	22.00	$ 102.27				N/A
60 OPERATOR: HOURLY	6.00	$ 800.00	22.00	$ 36.36				N/A
70 LABORER: HOURLY	10.00	$ 800.00	22.00	$ 36.36				N/A
							TOTAL	N/A

EQUIPMENT - Onsite for Linestop	Hourly	Hours	Daily	Days	Weekly	Weeks	Monthly	Months	Operating	Operating	Delivery /		Extended
Description	Rate	On Site	Rate	On Site	Rate	On Site	Rate	On Site	Cost/Hr	Hours	Pick Up	Quantity	Cost
CAT 335 Excavator	$ 185.00		$ 1,245.00		$ 4,970.00		$ 17,740.00		$ 74.76		$ 965.00		$ -
CAT 349 Excavator	$ 265.00		$ 1,770.00	1.00	$ 7,080.00		$ 25,285.00		$ 115.86	10.00	$ 1,750.00	2.00	$ 6,428.60
Komatsu WA 380 - Rental	$ 94.00		$ 625.00	1.00	$ 2,500.00		$ 8,925.00		$ 33.62	8.00	$ 965.00	2.00	$ 2,823.96
4,000 Gallon Water Truck	$ 40.00		$ 265.00		$ 1,060.00		$ 3,785.00		$ 31.08		$ 965.00		$ -
Air Compressor	$ 10.00		$ 69.00	2.00	$ 275.00		$ 985.00		$ 9.82	8.00	$ 150.00	2.00	$ 516.56
Chipping Hammer	$ 26.00		$ 53.00	2.00	$ 125.00		$ 287.00						$ 106.00
Trash Pump	$ 14.00		$ 95.00	2.00	$ 380.00		$ 1,350.00		$ 15.15	8.00	$ 150.00	2.00	$ 611.20
John Deere 310 SL Backhoe	$ 44.00		$ 295.00		$ 1,180.00		$ 4,215.00		$ 21.75				$ -
												TOTAL	$ 10,486.32

Change Order Proposal: 7339-02 48-Inch Linestop 10/01/21

EQUIPMENT - Restop & Remobilization & Excavation (*Not Anticipated At This Time) Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 335 Excavator	$ 185.00		$ 1,245.00		$ 4,970.00		$ 17,740.00		$ 74.76		$ 965.00		N/A
CAT 349 Excavator	$ 265.00		$ 1,770.00	2.00	$ 7,080.00		$ 25,285.00		$ 115.86		$ 1,750.00		N/A
Komatsu WA 380 - Rental	$ 94.00		$ 625.00	2.00	$ 2,500.00		$ 8,925.00		$ 33.62		$ 965.00		N/A
4,000 Gallon Water Truck	$ 40.00		$ 265.00		$ 1,060.00		$ 3,785.00		$ 31.08		$ 965.00		N/A
Air Compressor	$ 10.00		$ 69.00	4.00	$ 275.00		$ 985.00		$ 9.82		$ 150.00		N/A
Chipping Hammer	$ 26.00		$ 53.00	4.00	$ 125.00		$ 287.00						N/A
Trash Pump	$ 14.00		$ 95.00	4.00	$ 380.00		$ 1,350.00		$ 15.15		$ 150.00		N/A
John Deere 310 SL Backhoe	$ 44.00		$ 295.00		$ 1,180.00		$ 4,215.00		$ 21.75				N/A
												TOTAL	N/A

MATERIALS - LINESTOP Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
PB Materials		30 CY Thrust Block for Linestop	30	CY	$ 140.00	$ 4,200.00
Mobilization		Mobilization of Garney Trench Boxes for Linestop	1	LS	$ 900.00	$ 900.00
					TOTAL	$ 5,100.00

MATERIALS - RESTOP (*Not Anticipated At This Time) Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Mobilization		Remobilization of Garney Conex's	1	LS	$ 850.00	N/A
Mobilization		Remobilization of Garney Trench Boxes for Linestop	1	LS	$ 900.00	N/A
					TOTAL	N/A

SERVICES - LINESTOP Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Tap Master	CCP Waterline	48" - Epoxy Coated & Welded Line Stop Fittings Linestop (5 Days)	1	LS	$ 71,650.00	$ 71,650.00
Tap Master	CCP Waterline	48" - Epoxy Coated & Welded Line Stop Fittings Linestop (Additional Days)	1	EA	$ 4,213.00	$ 4,213.00
					TOTAL	$ 75,863.00

SERVICES - RESTOP (*Not Anticipated At This Time) Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Tap Master	CCP Waterline	48" Restop (3 Days)	1	LS	$ 49,425.00	N/A
Tap Master	CCP Waterline	48" Restop Remobilization	1	EA	$ 2,500.00	N/A
					TOTAL	N/A

Summary: LINESTOP	TOTALS
Direct Cost of Labor	$ 4,568.89
Direct Cost of Per Diem	$ 470.45
Direct Cost of Equipment	$ 10,486.32
Direct Cost of Materials	$ 5,100.00
Direct Cost of Subcontractor	$ 75,863.00
Contractor's Fee on Self Performing Work	$ 4,125.13
Contractor's Fee on Subcontractor Work	$ 3,793.15
Subtotal	$ 104,406.95
Direct Cost of Bond Premium	$
TOTAL COST	$ 104,406.95

Summary: RESTOP (*Not Anticipated At This Time)	TOTALS
Direct Cost of Labor	N/A
Direct Cost of Per Diem	N/A
Direct Cost of Equipment	N/A
Direct Cost of Materials	N/A
Direct Cost of Subcontractor	N/A
Contractor's Fee	$ -
Subtotal	$ -
Direct Cost of Bond Premium	$ -
TOTAL COST	$ -

Linestop & Restop - Total	$ 104,406.95

Change Order Proposal: 7339-02 24-Inch Linestop 10/01/21

Details: The below is a breakdown of the costs associated with a single 24-Inch Epoxy Coated Welded Linestop Providing a 5-Day Shutdown Window. This would allow for the installation of the 24-Inch Piping, 20-Inch Cut & Plug, as well as the 24-Inch Double Offset Gatevalve. This includes mobilization across 62-82 and labor and equipment for a single day of preparation for the linestop.

SINGLE LINE STOP - 1 Day Of Excavation & Prep	Regular Time Costs	Over Time Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
43 PROJECT MANAGER: ASSISTANT PRIMARY	$ 76.77	$ 93.18	8.0		$ 614.18
53 SUPERINTENDENT:	$ 108.65	$ 137.23	8.0		$ 869.18
60 OPERATOR: HOURLY	$ 47.28	$ 63.27	8.0	4.0	$ 631.29
60 OPERATOR: HOURLY	$ 41.58	$ 54.72	8.0	4.0	$ 551.49
70 LABORER: HOURLY	$ 38.54	$ 50.16	8.0	4.0	$ 508.94
70 LABORER: HOURLY	$ 36.64	$ 47.31	8.0	4.0	$ 482.34
70 LABORER: HOURLY	$ 35.50	$ 45.60	8.0	4.0	$ 466.38
70 LABORER: HOURLY	$ 33.98	$ 43.32	8.0	4.0	$ 445.10
				TOTAL:	$ 4,568.89

RESTOP - (*Not Anticipated At This Time) 1 - Day Remobilization, Re-Excavation 1 - Day Linestop Prep & Linestop Installation	Regular Time Costs	Over Time Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
43 PROJECT MANAGER: ASSISTANT PRIMARY	$ 76.77	$ 93.18	16.0		N/A
53 SUPERINTENDENT:	$ 108.65	$ 137.23	16.0		N/A
60 OPERATOR: HOURLY	$ 47.28	$ 63.27	16.0	8.0	N/A
60 OPERATOR: HOURLY	$ 41.58	$ 54.72	16.0	8.0	N/A
70 LABORER: HOURLY	$ 38.54	$ 50.16	16.0	8.0	N/A
70 LABORER: HOURLY	$ 36.64	$ 47.31	16.0	8.0	N/A
70 LABORER: HOURLY	$ 35.50	$ 45.60	16.0	8.0	N/A
70 LABORER: HOURLY	$ 33.98	$ 43.32	16.0	8.0	N/A
				TOTAL:	N/A

		Long Term Crews			Short Term Crews			
PER DIEM - Single Line Stop	Days for this Work	Monthly Per Diem	Working Days per Month	Daily Per Diem	Fuel	Hotel	Food	Total Substance
43 PROJECT MANAGER: ASSISTANT PRIMARY	1.00	$ 1,700.00	22.00	$ 77.27				$ 77.27
53 SUPERINTENDENT:	1.00	$ 2,250.00	22.00	$ 102.27				$ 102.27
60 OPERATOR: HOURLY	3.00	$ 800.00	22.00	$ 36.36				$ 109.09
70 LABORER: HOURLY	5.00	$ 800.00	22.00	$ 36.36				$ 181.82
							TOTAL	$ 470.45

		Long Term Crews			Short Term Crews			
PER DIEM - Restop (*Not Anticipated At This Time)	Days for this Work	Monthly Per Diem	Working Days per Month	Daily Per Diem	Fuel	Hotel	Food	Total Substance
43 PROJECT MANAGER: ASSISTANT PRIMARY	2.00	$ 1,700.00	22.00	$ 77.27				N/A
53 SUPERINTENDENT:	2.00	$ 2,250.00	22.00	$ 102.27				N/A
60 OPERATOR: HOURLY	6.00	$ 800.00	22.00	$ 36.36				N/A
70 LABORER: HOURLY	10.00	$ 800.00	22.00	$ 36.36				N/A
							TOTAL	N/A

EQUIPMENT - Onsite for Linestop Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 335 Excavator	$ 185.00		$ 1,245.00		$ 4,970.00		$ 17,740.00		$ 74.76		$ 500.00		$ -
CAT 349 Excavator	$ 265.00		$ 1,770.00	1.00	$ 7,080.00		$ 25,285.00		$ 115.86	10.00	$ 1,750.00	1.00	$ 4,678.60
Komatsu WA 380 - Rental	$ 94.00		$ 625.00	1.00	$ 2,500.00		$ 8,925.00		$ 33.62	10.00	$ 965.00		$ 961.20
4,000 Gallon Water Truck	$ 40.00		$ 265.00		$ 1,060.00		$ 3,785.00		$ 31.08		$ 965.00		$ -
Air Compressor	$ 10.00		$ 69.00	2.00	$ 275.00		$ 985.00		$ 9.82	8.00	$ 150.00		$ 216.56
Chipping Hammer	$ 26.00		$ 53.00	2.00	$ 125.00		$ 287.00						$ 106.00
Trash Pump	$ 14.00		$ 95.00	2.00	$ 380.00		$ 1,350.00		$ 15.15	8.00	$ 150.00		$ 311.20
John Deere 310 SL Backhoe	$ 44.00		$ 295.00		$ 1,180.00		$ 4,215.00		$ 21.75				$ -
												TOTAL	$ 6,273.56

Change Order Proposal: 7339-02 24-Inch Linestop 10/01/21

EQUIPMENT - Restop & Remobilization & Excavation (*Not Anticipated At This Time) Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 335 Excavator	$ 185.00		$ 1,245.00		$ 4,970.00		$ 17,740.00		$ 74.76		$ 965.00		N/A
CAT 349 Excavator	$ 265.00		$ 1,770.00	2.00	$ 7,080.00		$ 25,285.00		$ 115.86		$ 1,750.00		N/A
Komatsu WA 380 - Rental	$ 94.00		$ 625.00	2.00	$ 2,500.00		$ 8,925.00		$ 33.62		$ 965.00		N/A
4,000 Gallon Water Truck	$ 40.00		$ 265.00		$ 1,060.00		$ 3,785.00		$ 31.08		$ 965.00		N/A
Air Compressor	$ 10.00		$ 69.00	4.00	$ 275.00		$ 985.00		$ 9.82		$ 150.00		N/A
Chipping Hammer	$ 26.00		$ 53.00	4.00	$ 125.00		$ 287.00						N/A
Trash Pump	$ 14.00		$ 95.00	4.00	$ 380.00		$ 1,350.00		$ 15.15		$ 150.00		N/A
John Deere 310 SL Backhoe	$ 44.00		$ 295.00		$ 1,180.00		$ 4,215.00		$ 21.75				N/A
												TOTAL	N/A

MATERIALS - LINESTOP Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
PB Materials		12 CY Thrust Block for Linestop	12	CY	$ 140.00	$ 1,680.00
Mobilization		Mobilization of Garney Trench Boxes for Linestop	1	LS	$ 900.00	$ 900.00
					TOTAL	$ 2,580.00

MATERIALS - RESTOP (*Not Anticipated At This Time) Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended
Mobilization		Remobilization of Garney Conex's		LS	$ 850.00	N/A
Mobilization		Remobilization of Garney Trench Boxes for Linestop		LS	$ 900.00	N/A
					TOTAL	N/A

SERVICES - LINESTOP Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Tap Master	CCP Waterline	24" - Epoxy Coated & Welded Line Stop Fittings Linestop (5 Days)	1	LS	$ 23,851.00	$ 23,851.00
Tap Master	CCP Waterline	24" - Epoxy Coated & Welded Line Stop Fittings Linestop (Additional Days)	1	EA	$ 1,800.00	$ 1,800.00
					TOTAL	$ 25,651.00

SERVICES - RESTOP (*Not Anticipated At This Time) Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended
Tap Master	CCP Waterline	24" Restop (3 Days)		LS	$ 18,726.00	N/A
Tap Master	CCP Waterline	24" Remobilization		EA	$ 2,500.00	N/A
					TOTAL	N/A

Summary: LINESTOP	TOTALS
Direct Cost of Labor	$ 4,568.89
Direct Cost of Per Diem	$ 470.45
Direct Cost of Equipment	$ 6,273.56
Direct Cost of Materials	$ 2,580.00
Direct Cost of Subcontractor	$ 25,651.00
Contractor's Fee on Self Performing Work	$ 2,778.58
Contractor's Fee on Subcontractor Work	$ 1,282.55
Subtotal	$ 43,605.04
Direct Cost of Bond Premium	$ -
TOTAL COST	$ 43,605.04

Summary: RESTOP (*Not Anticipated At This Time)	TOTALS
Direct Cost of Labor	N/A
Direct Cost of Per Diem	N/A
Direct Cost of Equipment	N/A
Direct Cost of Materials	N/A
Direct Cost of Subcontractor	N/A
Contractor's Fee	$ -
Subtotal	$ -
Direct Cost of Bond Premium	$ -
TOTAL COST	$ -

Linestop & Restop - Total	$ 43,605.04

Change Order Proposal: 7339-02 **42-Inch Pipe Removal** 09/29/21

Details: The below is a breakdown of the costs associated with the excavation and removal of 210 LF of existing 42-Inch Piping. This would also include the breaking and excavating of the existing 30 CY Thrust Block.

All Existing Pipe will be crushed, loaded and hauled off site. This includes 1 day for mobilizing equipment and prepping the pipeline removal as well as 1 day for removal of the thrust blocking and piping.

Pipe Removal - 2 Days of Exposing, Prepping, and Removing Pipe	Regular Time Costs	Over Time Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
43 PROJECT MANAGER: ASSISTANT PRIMARY	$ 76.77	$ 93.18	16.0		$ 1,228.36
53 SUPERINTENDENT:	$ 108.65	$ 137.23	16.0		$ 1,738.37
60 OPERATOR: HOURLY	$ 47.28	$ 63.27	16.0	8.0	$ 1,262.58
60 OPERATOR: HOURLY	$ 41.58	$ 54.72	16.0	8.0	$ 1,102.99
70 LABORER: HOURLY	$ 38.54	$ 50.16	16.0	8.0	$ 1,017.87
70 LABORER: HOURLY	$ 36.64	$ 47.31	16.0	8.0	$ 964.67
70 LABORER: HOURLY	$ 35.50	$ 45.60	16.0	8.0	$ 932.76
70 LABORER: HOURLY	$ 33.98	$ 43.32	16.0	8.0	$ 890.20
				TOTAL:	$ 9,137.79

PER DIEM - Pipe Removal	Days for this Work	Long Term Crews: Monthly Per Diem	Long Term Crews: Working Days per Month	Long Term Crews: Daily Per Diem	Short Term Crews: Fuel	Short Term Crews: Hotel	Short Term Crews: Food	Total Subsitance
43 PROJECT MANAGER: ASSISTANT PRIMARY	2.00	$ 1,700.00	22.00	$ 77.27				$ 154.55
53 SUPERINTENDENT:	2.00	$ 2,250.00	22.00	$ 102.27				$ 204.55
60 OPERATOR: HOURLY	6.00	$ 800.00	22.00	$ 36.36				$ 218.18
70 LABORER: HOURLY	10.00	$ 800.00	22.00	$ 36.36				$ 363.64
							TOTAL	$ 940.91

EQUIPMENT - Pipe Removal Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 335 Excavator	$ 185.00		$ 1,245.00	2.00	$ 4,970.00		$ 17,740.00		$ 74.76	24.00	$ 965.00	1.00	$ 5,249.24
CAT 349 Excavator	$ 265.00		$ 1,790.00	2.00	$ 7,080.00		$ 25,285.00		$ 115.86	24.00	$ 1,750.00	1.00	$ 8,070.64
Komatsu WA 380 - Rental	$ 94.00		$ 625.00	2.00	$ 2,500.00		$ 8,925.00		$ 33.62	24.00	$ 965.00		$ 2,056.88
4,000 Gallon Water Truck	$ 40.00		$ 265.00		$ 1,060.00		$ 3,785.00		$ 31.08		$ 965.00		$ -
Air Compressor	$ 10.00		$ 69.00		$ 275.00		$ 985.00		$ 9.82		$ 150.00		$ -
Chipping Hammer	$ 26.00		$ 53.00		$ 125.00		$ 287.00						$ -
Trash Pump	$ 14.00		$ 95.00		$ 380.00		$ 1,350.00		$ 15.15		$ 150.00		$ -
John Deere 310 SL Backhoe	$ 44.00		$ 295.00		$ 1,180.00		$ 4,215.00		$ 21.75				$ -
Excavator DB Linkage Hammer - Rental			$ 1,240.00	2.00	$ 3,000.00		$ 8,500.00				$ 300.00	2.00	$ 3,080.00
												TOTAL	$ 18,456.76

MATERIALS - Pipe Removal Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
						$ -
						$ -
					TOTAL	$ -

SERVICES - Pipe Removal Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Intercon Demo	Quote	Haul off of 300LF 42-Inch Pipe	1.00	LS	$ 2,500.00	$ 2,500.00
Intercon Demo	Quote	Haul off of 20CY of Concrete	1.00	LS	$ 850.00	$ 850.00
					TOTAL	$ 3,350.00

Summary: Pipe Removal	TOTALS
Direct Cost of Labor	$ 9,137.79
Direct Cost of Per Diem	$ 940.91
Direct Cost of Equipment	$ 18,456.76
Direct Cost of Material	$ -
Direct Cost of Subcontractor	$ 3,350.00
Contractor's Fee on Self Performing Work	$ 5,707.09
Contractor's Fee on Subcontractor Work	$ 167.50
Subtotal	$ 37,760.05
Direct Cost of Bond Premium	$ -
TOTAL COST	$ 37,760.05

Change Order Proposal: 7339-02 **42-Inch by 24-inch Reducer Installation** 10/01/21

Details: The below is a breakdown of the costs associated with the installation & welding of the owner provided 42-Inch by 24-Inch Reducer.
This inclues a half day of labor for prepping and installation.

Install 42-Inch x 24-Inch Reducer - Half Day of Prep and Installation	Regular Time Costs	Over Time Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
43 PROJECT MANAGER: ASSISTANT PRIMARY	$ 76.77	$ 93.18	4.0		$ 307.09
53 SUPERINTENDENT:	$ 108.65	$ 137.23	4.0		$ 434.59
60 OPERATOR: HOURLY	$ 47.28	$ 61.27	6.0		$ 283.67
60 OPERATOR: HOURLY	$ 41.58	$ 54.72	6.0		$ 249.47
70 LABORER: HOURLY	$ 38.54	$ 50.16	6.0		$ 231.23
70 LABORER: HOURLY	$ 36.64	$ 47.31	6.0		$ 219.83
70 LABORER: HOURLY	$ 35.50	$ 45.60	6.0		$ 212.99
70 LABORER: HOURLY	$ 33.98	$ 43.32	6.0		$ 203.87
				TOTAL:	$ 2,142.74

		Long Term Crews			Short Term Crews			
PER DIEM - Install 42-Inch x 24-Inch Reducer	Days for this Work	Monthly Per Diem	Working Days per Month	Daily Per Diem	Fuel	Hotel	Food	Total Subsitance
43 PROJECT MANAGER: ASSISTANT PRIMARY	1.00	$ 1,700.00	22.00	$ 77.27				$ 77.27
53 SUPERINTENDENT:	1.00	$ 2,250.00	22.00	$ 102.27				$ 102.27
60 OPERATOR: HOURLY	3.00	$ 800.00	22.00	$ 36.36				$ 109.09
70 LABORER: HOURLY	5.00	$ 800.00	22.00	$ 36.36				$ 181.82
							TOTAL	$ 470.45

EQUIPMENT - Install 42-Inch x 24-Inch Reducer Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 335 Excavator	$ 185.00		$ 1,245.00	0.50	$ 4,970.00		$ 17,740.00		$ 74.76	6.00	$ 965.00		$ 1,071.06
CAT 349 Excavator	$ 265.00		$ 1,770.00		$ 7,080.00		$ 25,285.00		$ 115.86		$ 1,750.00		$ -
Komatsu WA 380 - Rental	$ 94.00		$ 625.00	0.50	$ 2,500.00		$ 8,925.00		$ 33.62	6.00	$ 965.00		$ 514.22
4,000 Gallon Water Truck	$ 40.00		$ 265.00		$ 1,060.00		$ 3,785.00		$ 31.08		$ 965.00		$ -
Air Compressor	$ 10.00		$ 69.00		$ 275.00		$ 985.00		$ 9.82		$ 150.00		$ -
Chipping Hammer	$ 26.00		$ 53.00		$ 125.00		$ 287.00						$ -
Trash Pump	$ 14.00		$ 95.00		$ 380.00		$ 1,350.00		$ 15.15		$ 150.00		$ -
John Deere 310 SL Backhoe	$ 44.00		$ 295.00		$ 1,180.00		$ 4,215.00		$ 21.75				$ -
												TOTAL	$ 1,585.28

MATERIALS - Install 42-Inch x 24-Inch Reducer Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Lubbock		42-Inch x 24-Inch Reducer	1	EA	Included	Included
Lubbock		42-Inch Buttstrap	1	EA	Included	Included
Lubbock		24-Inch Buttstrap	1	EA	Included	Included
						$ -
					TOTAL	$ -

SERVICES - Install 42-Inch x 24-Inch Reducer Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Welding: 42-Inch Weld - Buttstrap	Quote	Mobile Welding Services	1	LS	$ 2,250.00	$ 2,250.00
Welding: 24-Inch Weld - Buttstrap	Quote	Mobile Welding Services	1	LS	$ 1,500.00	$ 1,500.00
					TOTAL	$ 3,750.00

Summary: Install 42-Inch x 24-Inch Reducer	TOTALS
Direct Cost of Labor	$ 2,142.74
Direct Cost of Per Diem	$ 470.45
Direct Cost of Equipment	$ 1,585.28
Direct Cost of Materials	$ -
Direct Cost of Subcontractors	$ 3,750.00
Contractor's Fee on Self Performing Work	$ 839.69
Contractor's Fee on Subcontractor Work	$ 187.50
Subtotal	$ 8,975.67
Direct Cost of Bond Premium	$ -
	TOTAL COST $ 8,975.67

Change Order Proposal: 7339-02 **24-Inch Access Manways** 10/01/21

Details: The below is a breakdown of the costs associated with the installation of the owner provided 24-Inch Manways.

Install 24-Inch x 4-Inch Tee	Regular Time Costs	Over Time Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
43 PROJECT MANAGER: ASSISTANT PRIMARY	$ 76.77	$ 93.18			$ -
53 SUPERINTENDENT:	$ 108.65	$ 137.23	0.5		$ 54.32
60 OPERATOR: HOURLY	$ 47.28	$ 63.27			$ -
60 OPERATOR: HOURLY	$ 41.58	$ 54.72			$ -
70 LABORER: HOURLY	$ 38.54	$ 50.16	1.0		$ 38.54
70 LABORER: HOURLY	$ 36.64	$ 47.31			$ -
70 LABORER: HOURLY	$ 35.50	$ 45.60			$ -
70 LABORER: HOURLY	$ 33.98	$ 43.32			$ -
				TOTAL:	$ 92.86

PER DIEM - Install 24-Inch x 4-Inch Tee	Days for this Work	Long Term Crews: Monthly Per Diem	Long Term Crews: Working Days per Month	Long Term Crews: Daily Per Diem	Short Term Crews: Fuel	Short Term Crews: Hotel	Short Term Crews: Food	Total Subsitance
43 PROJECT MANAGER: ASSISTANT PRIMARY		$ 1,700.00	22.00	$ 77.27				$ -
53 SUPERINTENDENT:	0.50	$ 2,250.00	22.00	$ 102.27				$ 51.14
60 OPERATOR: HOURLY		$ 800.00	22.00	$ 36.36				$ -
70 LABORER: HOURLY	1.00	$ 800.00	22.00	$ 36.36				$ 36.36
							TOTAL	$ 87.50

EQUIPMENT - Install 24-Inch x 4-Inch Tee Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 335 Excavator	$ 185.00		$ 1,245.00		$ 4,970.00		$ 17,740.00		$ 74.76		$ 965.00		$ -
CAT 349 Excavator	$ 265.00		$ 1,770.00		$ 7,080.00		$ 25,285.00		$ 115.86		$ 1,750.00		$ -
Komatsu WA 380 - Rental	$ 94.00		$ 625.00		$ 2,500.00		$ 8,925.00		$ 33.62		$ 965.00		$ -
4,000 Gallon Water Truck	$ 40.00		$ 265.00		$ 1,060.00		$ 3,785.00		$ 31.08		$ 965.00		$ -
Air Compressor	$ 10.00		$ 69.00		$ 275.00		$ 985.00		$ 9.82		$ 150.00		$ -
Chipping Hammer	$ 26.00		$ 53.00		$ 125.00		$ 287.00						$ -
Trash Pump	$ 14.00		$ 95.00		$ 380.00		$ 1,350.00		$ 15.15		$ 150.00		$ -
John Deere 310 SL Backhoe	$ 44.00		$ 295.00		$ 1,180.00		$ 4,215.00		$ 21.75				$ -
												TOTAL	$ -

MATERIALS - Install 24-Inch x 4-Inch Tee Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
PB Materials		Flowable Fill	10	CY	$ 112.00	$ 1,120.00
						$ -
					TOTAL	$ 1,120.00

SERVICES - Install 24-Inch x 4-Inch Tee Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
					TOTAL	$ -

Summary: Install 24-Inch x 4-Inch Tee	TOTALS
Direct Cost of Labor	$ 92.86
Direct Cost of Per Diem	$ 87.50
Direct Cost of Equipment	$ -
Direct Cost of Materials	$ 1,120.00
Direct Cost of Subcontractor	$ -
Contractor's Fee on Self Performing Work	$ 260.07
Contractor's Fee on Subcontractor Work	$ -
Subtotal	$ 1,560.43
Direct Cost of Bond Premium	$ -
TOTAL COST	$ 1,560.43

Change Order Proposal: 7339-02 **24-Inch Pipe Installation** 10/01/21

Details: The below is a breakdown of the costs associated with the installation of the owner provided 24-inch C205 Steel Pipeng. This includes 2 days of pipe installation, welding, grouting, and backfill This also includes 1 day of ROW clean up and restoration as well as demobilization.

Installation 24-Inch C205 Steel Pipe - 3 Days of Prep and Installation	Regular Time Costs	Over Time Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
43 PROJECT MANAGER ASSISTANT PRIMARY	$ 79.77	$ 93.38	24.0		$ 1,842.54
53 SUPERINTENDENT	$ 108.65	$ 117.23	24.0		$ 2,607.55
60 OPERATOR, HOURLY	$ 47.29	$ 83.27	24.0	12.0	$ 1,891.87
60 OPERATOR HOURLY	$ 43.58	$ 54.73	24.0	12.0	$ 1,654.48
70 LABORER, HOURLY	$ 38.54	$ 50.18	24.0	12.0	$ 1,526.81
70 LABORER, HOURLY	$ 36.64	$ 47.51	24.0	12.0	$ 1,447.01
70 LABORER, HOURLY	$ 35.58	$ 45.60	24.0	12.0	$ 1,398.13
70 LABORER, HOURLY	$ 33.98	$ 43.33	24.0	12.0	$ 1,335.30
				TOTAL:	$ 13,706.68

PER DIEM - Installation 24-Inch C205 Steel Pipe	Days for this Work	Long Term Crews: Monthly Per Diem	Long Term Crews: Working Days per Month	Long Term Crews: Daily Per Diem	Short Term Crews: Fuel	Short Term Crews: Hotel	Short Term Crews: Food	Total Subsistence
43 PROJECT MANAGER ASSISTANT PRIMARY	3.00	$ 1,700.00	22.00	$ 77.27				$ 231.82
53 SUPERINTENDENT	3.00	$ 2,250.00	22.00	$ 102.27				$ 306.82
60 OPERATOR, HOURLY	9.00	$ 800.00	22.00	$ 36.36				$ 327.27
70 LABORER, HOURLY	15.00	$ 800.00	22.00	$ 36.36				$ 545.45
							TOTAL	$ 1,411.36

EQUIPMENT - Installation 24-Inch C205 Steel Pipe Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 335 Excavator	$ 185.00		$ 1,295.00	3.00	$ 4,970.00		$ 17,740.00		$ 71.79	36.00	$ 965.00		$ 6,426.16
CAT 349 Excavator	$ 265.00		$ 1,770.00	3.00	$ 7,080.00		$ 25,295.00		$ 115.86	36.00	$ 1,750.00		$ 9,480.96
Komatsu WA 380 Rental	$ 94.00		$ 625.00	3.00	$ 2,500.00		$ 8,925.00		$ 33.62	36.00	$ 965.00		$ 3,085.32
4,000 Gallon Water Truck	$ 46.00		$ 305.00		$ 1,080.00		$ 3,795.00		$ 31.68		$ 965.00		$
Air Compressor	$ 10.00		$ 89.00		$ 375.00		$ 985.00		$ 9.62		$ 150.00		$
Chopping Hammer	$ 26.00		$ 53.00		$ 175.00		$ 387.00		$		$		$
Trash Pump	$ 14.00		$ 95.00		$ 380.00		$ 1,330.00		$ 15.15		$ 150.00		$
John Deere 310 SL Backhoe	$ 44.00		$ 295.00		$ 1,180.00		$ 4,215.00		$ 21.75		$		$
Joint Box Rental	$		$ 279.00	3.00	$ 372.00		$ 1,428.00		$		$ 300.00	1.00	$ 827.00
Joint Box Rental	$		$ 279.00	3.00	$ 372.00		$ 1,428.00		$		$ 300.00	1.00	$ 827.00
Compaction Roller	$ 31.00		$ 230.00	3.00	$ 915.00		$ 3,270.00		$ 21.70	36.00	$ 900.00	2.00	$ 2,471.20
	$		$		$		$		$		$		$
	$		$		$		$		$		$		$
												TOTAL	$ 23,237.84

MATERIALS - Installation 24-Inch C205 Steel Pipe Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Lubbock		24 Inch AWWA C 205 Pipe Class 150	215	LF	Included	Included
Lubbock		Testing 4 Inch Blind Flange with 2 Inch Threaded Tap	1	EA	Included	Included
Garney		2 Inch Hose	215	LF	Included	Included
Lubbock		24 Inch Manway	3	EA	Included	Included
Lubbock		24 Inch Blind Flange with 6 Inch Flange	3	EA	Included	Included
Lubbock		24 Inch Flange Kits	3	EA	Included	Included
Lubbock		8" x 6" Flg x Flg Gate Valve & Reducer	3	EA	Included	Included
Lubbock		Joint Wrappers	8	EA	Included	Included
Supply House		Grout Materials	1	LS	$ 1,000.00	$ 1,000.00
Aggregate Supplier		Granular Embedment	110	Tons	$ 29.00	$ 3,190.00
Aggregate Supplier		Select Fill	120	CY	$ 20.00	$ 2,400.00
						$
					TOTAL	$ 8,590.00

SERVICES - Installation 24-Inch C205 Steel Pipe Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Atlas		Proctors for Densities	1	LS	$ 1,500.00	$ 1,500.00
V Techs		SWPPP	1	LS	$ 3,500.00	$ 3,500.00
Barricades Unlimited		Traffic Control Barrells	1	LS	$ 2,000.00	$ 2,000.00
Envirosend		Reseeding	1	LS	$ 3,250.00	$ 3,250.00
Riley Industrial		Hydroseed	1	LS	$ 1,500.00	$ 1,500.00
Parkhill		Survey	1	LS	$ 2,300.00	$ 2,300.00
Mobile Welding		Welding 24 inch Pipe (2 Welders)	26	Hrs	$ 200.00	$ 5,200.00
Mobile Welding		Welding Per Diem (2 Welders)	6	Day	$ 175.00	$ 1,050.00
Mobile Welding		Welding Mobilization (2 Welders)	1400	Miles	$ 1.60	$ 2,240.00
Mobile Welding		Welding Standbye Time (2 Welders)	10	Hr	$ 200.00	$ 2,000.00
Atlas CTS		Welding Inspection Including Fittings in other GCI Items	36.00	Hrs	$ 125.00	$ 4,500.00
					TOTAL	$ 31,040.00

Summary: 24-Inch Pipe Installation	TOTALS
Direct Cost of Labor	$ 13,706.68
Direct Cost of Per Diem	$ 1,411.36
Direct Cost of Equipment	$ 23,237.84
Direct Cost of Materials	$ 8,590.00
Direct Cost of Subcontractors	$ 31,040.00
Computation's Fee on Self Performed Work	$ 9,385.18
Contractor's Fee on Subcontractor Work	$ 1,557.00
Labor	$ 88,927.06
Direct Cost of Bond Premium	$
TOTAL COST	$ 88,927.06

Change Order Proposal: 7339-02 **24-Inch Valve Installation - No Manhole** 10/01/21

Details: The below is a breakdown of the costs associated with the installation of the owner provided 24-Inch Gate Valve. This includes .5 day of installation.

24-Inch Valve - 0.5 Day Of Excavation & Prep	Regular Time Costs	Over Time Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
43 PROJECT MANAGER; ASSISTANT PRIMARY	$ 76.77	$ 93.18	4.0		$ 307.09
53 SUPERINTENDENT	$ 108.65	$ 137.23	4.0		$ 434.59
60 OPERATOR; HOURLY	$ 47.28	$ 63.27	6.0		$ 283.67
60 OPERATOR; HOURLY	$ 41.58	$ 54.72	6.0		$ 249.47
70 LABORER; HOURLY	$ 38.54	$ 50.18	6.0		$ 231.23
70 LABORER; HOURLY	$ 36.64	$ 47.31	6.0		$ 219.83
70 LABORER; HOURLY	$ 35.50	$ 45.60	6.0		$ 212.99
70 LABORER; HOURLY	$ 33.98	$ 43.32	6.0		$ 203.87
				TOTAL:	$ 2,142.74

		Long Term Crews			Short Term Crews			
PER DIEM	Days for this Work	Monthly Per Diem	Working Days per Month	Daily Per Diem	Fuel	Hotel	Food	Total Subsitance
43 PROJECT MANAGER; ASSISTANT PRIMARY	0.50	$ 1,700.00	22.00	$ 77.27				$ 38.64
53 SUPERINTENDENT	0.50	$ 2,250.00	22.00	$ 102.27				$ 51.14
60 OPERATOR; HOURLY	1.50	$ 800.00	22.00	$ 36.36				$ 54.55
70 LABORER; HOURLY	2.50	$ 800.00	22.00	$ 36.36				$ 90.91
							TOTAL	$ 235.23

EQUIPMENT Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 335 Excavator	$ 185.00		$ 1,245.00	0.50	$ 4,970.00		$ 17,740.00		$ 74.76	6.00	$ 965.00		$ 1,071.06
CAT 349 Excavator	$ 265.00		$ 1,770.00		$ 7,080.00		$ 25,285.00		$ 115.86		$ 1,750.00		$ -
Komatsu WA 380 - Rental	$ 94.00		$ 625.00	0.50	$ 2,500.00		$ 8,925.00		$ 33.62	6.00	$ 965.00		$ 514.22
4,000 Gallon Water Truck	$ 40.00		$ 265.00		$ 1,060.00		$ 3,785.00		$ 31.08		$ 965.00		$ -
Air Compressor	$ 10.00		$ 69.00		$ 275.00		$ 985.00		$ 9.82		$ 150.00		$ -
Chipping Hammer	$ 26.00		$ 53.00		$ 125.00		$ 287.00						$ -
Trash Pump	$ 14.00		$ 95.00		$ 380.00		$ 1,350.00		$ 15.15		$ 150.00		$ -
John Deere 310 SL Backhoe	$ 44.00		$ 295.00	0.50	$ 1,180.00		$ 4,215.00		$ 21.75	6.00			$ 278.00
												TOTAL	$ 1,863.28

MATERIALS Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Benmark Supply		Wax Tape	7	Roll	$ 101.00	$ 707.00
PB Materials		Concrete for Valve Box	1	LS	$ 900.00	$ 900.00
		Blocking for Valve	1	LS	$ 150.00	$ 150.00
PB Materials		Flowable Fill around Valve	4	CY	$ 112.00	$ 448.00
					TOTAL	$ 2,205.00

SERVICES Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
						$ -
					TOTAL	$ -

Summary: 24-Inch Valve Installation	TOTALS
Direct Cost of Labor	$ 2,142.74
Direct Cost of Per Diem	$ 235.23
Direct Cost of Equipment	$ 1,863.28
Direct Cost of Materials	$ 2,205.00
Direct Cost of Subcontractor	$ -
Contractor's Fee on Self Performing Work	$ 1,289.25
Contractor's Fee on Subcontractor Work	$ -
Subtotal	$ 7,735.49
Direct Cost of Bond Premium	$ -
	TOTAL COST $ 7,735.49

Change Order Proposal: 7339-02 **Grace Line Connection & Disinfection** 10/01/21

Details: The below is a breakdown of the costs associated with the connection to the Grace Line. This also includes a swap disinfectant.

Connection to Grace Cljnic Line - Half Day of Disinfecting and Connecting	Regular Time Costs	Over Time Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
43 PROJECT MANAGER: ASSISTANT PRIMARY	$ 76 77	$ 93 18	4.0		$ 307.09
53 SUPERINTENDENT:	$ 108 65	$ 137.23	4.0		$ 434.59
60 OPERATOR: HOURLY	$ 47 28	$ 63 27	6.0		$ 283.67
60 OPERATOR: HOURLY	$ 41 58	$ 54 72	6.0		$ 249.47
70 LABORER: HOURLY	$ 38 54	$ 50 16	6.0		$ 231.23
70 LABORER: HOURLY	$ 36 64	$ 47.31	6.0		$ 219.83
70 LABORER: HOURLY	$ 35 50	$ 45 60	6.0		$ 212.99
70 LABORER: HOURLY	$ 33 98	$ 43 32	6.0		$ 203.87
				TOTAL:	$ 2,142.74

		Long Term Crews			Short Term Crews			
PER DIEM	Days for this Work	Monthly Per Diem	Working Days per Month	Daily Per Diem	Fuel	Hotel	Food	Total Substance
43 PROJECT MANAGER: ASSISTANT PRIMARY	0.50	$ 1,700.00	22 00	$ 77 27				$ 38.64
53 SUPERINTENDENT:	0.50	$ 2,250 00	22 00	$ 102.27				$ 51.14
60 OPERATOR: HOURLY	1.50	$ 800.00	22 00	$ 36 36				$ 54.55
70 LABORER: HOURLY	2 50	$ 800.00	22 00	$ 36 36				$ 90.91
							TOTAL	$ 235.23

EQUIPMENT Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 335 Excavator	$ 185 00		$ 1,245 00	0.50	$ 4,970 00		$ 17,740 00		$ 74 76	6.00	$ 965 00		$ 1,071.06
CAT 349 Excavator	$ 265 00		$ 1,770 00		$ 7,080 00		$ 25,285 00		$ 115.86		$ 1,750 00		$ -
Komatsu WA 380 - Rental	$ 94 00		$ 625 00	0.50	$ 2,500 00		$ 8,925 00		$ 33 62	6.00	$ 965 00		$ 514.22
4,000 Gallon Water Truck	$ 40 00		$ 265 00		$ 1,060 00		$ 3,785 00		$ 31 08		$ 965 00		$ -
Air Compressor	$ 10 00		$ 69 00		$ 275.00		$ 985 00		$ 9.82		$ 150.00		$ -
Chipping Hammer	$ 26.00		$ 53 00		$ 125.00		$ 287 00						$ -
Trash Pump	$ 14 00		$ 95 00		$ 380.00		$ 1,350 00		$ 15.15		$ 150.00		$ -
John Deere 310 SL Backhoe	$ 44 00		$ 295 00		$ 1,180 00		$ 4,215 00		$ 21 75				$ -
												TOTAL	$ 1,585.28

MATERIALS Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
		Grout	1	EA	$ 350.00	$ 350.00
		Chlorine & Misc. Small Parts	1	LS	$ 500.00	$ 500.00
						$ -
						$ -
					TOTAL	$ 850.00

SERVICES Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Mobile Welding		Welding Per Diem (1 Welder)	0.5	Day	$ 175.00	$ 87.50
Mobile Welding		Welding Standbye Time (1 Welders)	3	Hr	$ 100.00	$ 300.00
Mark Scott Mobile Welding		Hourly Welding	3.00	EA	$ 100.00	$ 300.00
Atlas - CTS		Welding Inspection - Including Fittings in other GCI Items	6.00	Hrly	$ 125.00	$ 750.00
					TOTAL	$ 1,437.50

Summary: Grace Connection	TOTALS
Direct Cost of Labor	$ 2,142.74
Direct Cost of Per Diem	$ 235 23
Direct Cost of Equipment	$ 1,585 28
Direct Cost of Materials	$ 850.00
Direct Cost of Subcontractor	$ 1,437 50
Contractor's Fee on Self Performing Work	$ 962 65
Contractor's Fee on Subcontractor Work	$ 71 88
Subtotal	$ 7,285.27
Direct Cost of Bond Premium	$ -
TOTAL COST	$ 7,285.27

Change Order Proposal: 7339-02 — 20-Inch Cut & Plug — 10/01/21

Details: The below is a breakdown of the costs associated with the 20-Inch Cut & Plug. This also includes removing, crushing, loading and hauling off 100 LF of 20-Inch Piping on the Pump Station No. 7 Site.
This also includes filling the existing 20-Inch Piping under 29th Drive with Flowable Fill.

20-Inch Cut & Plug - 1 Day Of Excavation & Prep & Cut/Plug	Regular Time Costs	Over Time Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
43 PROJECT MANAGER: ASSISTANT PRIMARY	$ 76.77	$ 93.18	8		$ 614.18
53 SUPERINTENDENT:	$ 108.65	$ 137.23	8		$ 869.18
60 OPERATOR: HOURLY	$ 47.28	$ 63.27	8	4.0	$ 631.29
60 OPERATOR: HOURLY	$ 41.58	$ 54.72	8	4.0	$ 551.49
70 LABORER: HOURLY	$ 38.54	$ 50.16	8	4.0	$ 508.94
70 LABORER: HOURLY	$ 36.64	$ 47.31	8	4.0	$ 482.34
70 LABORER: HOURLY	$ 35.50	$ 45.60	8	4.0	$ 466.38
70 LABORER: HOURLY	$ 33.98	$ 43.32	8	4.0	$ 445.10
				TOTAL:	$ 4,568.89

		Long Term Crews			Short Term Crews			
PER DIEM	Days for this Work	Monthly Per Diem	Working Days per Month	Daily Per Diem	Fuel	Hotel	Food	Total Subsitance
43 PROJECT MANAGER: ASSISTANT PRIMARY	1.00	$ 1,700.00	22.00	$ 77.27				$ 77.27
53 SUPERINTENDENT:	1.00	$ 2,250.00	22.00	$ 102.27				$ 102.27
60 OPERATOR: HOURLY	3.00	$ 800.00	22.00	$ 36.36				$ 109.09
70 LABORER: HOURLY	5.00	$ 800.00	22.00	$ 36.36				$ 181.82
							TOTAL	$ 470.45

EQUIPMENT Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 335 Excavator	$ 185.00		$ 1,245.00	1.00	$ 4,970.00		$ 17,740.00		$ 74.76	12.00	$ 965.00		$ 2,142.12
CAT 349 Excavator	$ 285.00		$ 1,770.00		$ 7,080.00		$ 25,285.00		$ 115.86		$ 1,750.00		$ -
Komatsu WA 380 - Rental	$ 94.00		$ 625.00	1.00	$ 2,500.00		$ 8,925.00		$ 33.62	12.00	$ 965.00		$ 1,028.44
4,000 Gallon Water Truck	$ 40.00		$ 265.00		$ 1,060.00		$ 3,785.00		$ 31.08		$ 965.00		$ -
Air Compressor	$ 10.00		$ 69.00		$ 275.00		$ 985.00		$ 9.82		$ 150.00		$ -
Chipping Hammer	$ 26.00		$ 53.00		$ 125.00		$ 287.00						$ -
Trash Pump	$ 14.00		$ 95.00	1.00	$ 380.00		$ 1,350.00		$ 15.15	12.00	$ 150.00		$ 276.80
John Deere 310 SL Backhoe	$ 44.00		$ 295.00		$ 1,180.00		$ 4,215.00		$ 23.75				$ -
												TOTAL	$ 3,447.36

MATERIALS Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
PB Materials		6 Yard Thrust Block	6	CY	$ 140.00	$ 840.00
PB Materials		Abandon in Place Flowable Fill	25	CY	$ 112.00	$ 2,800.00
						$ -
						$ -
					TOTAL	$ 3,640.00

SERVICES - LINESTOP Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Intercon Demo		100 LF of Pipe Haul Off	1	LS	$ 1,850.00	$ 1,850.00
Mobile Welding		Welding Per Diem (1 Welder)	1	Day	$ 175.00	$ 175.00
Mobile Welding		Welding Standbye Time (1 Welders)	6	Hr	$ 100.00	$ 600.00
Mark Scott Mobile Welding		Hourly Welding	6.00	EA	$ 100.00	$ 600.00
Atlas - CTS		Welding Inspection - Including Fittings in other GCI Items	12.00	Hrly	$ 125.00	$ 1,500.00
					TOTAL	$ 3,225.00

Summary: 20-Inch Cut & Plug	TOTALS
Direct Cost of Labor	$ 4,568.89
Direct Cost of Per Diem	$ 470.45
Direct Cost of Equipment	$ 3,447.36
Direct Cost of Materials	$ 3,640.00
Direct Cost of Subcontractor	$ 3,225.00
Contractor's Fee on Self Performing Work	$ 2,425.34
Contractor's Fee on Subcontractor Work	$ 161.25
Subtotal	$ 17,938.30
Direct Cost of Bond Premium	$ -
TOTAL COST	$ 17,938.30

Change Order Proposal: 7339-02 **48-Inch Valve & Manhole** 10/01/21

Details: The below is a breakdown of the costs associated with the installation of the 48-Inch Valve, Concrete (Traffic Rated) Manholes. This includes 1 day of installation & **welding of flanges**, valve installation, and the concrete manhole.

This includes the installation of an AVK 48-Inch Double Offset Valve with a 1 Year Warranty. This valve is readily available today.

48-Inch Valve - 1 Day Of Excavation & Installation	Regular Time Costs	Over Time Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
43 PROJECT MANAGER: ASSISTANT PRIMARY	$ 76.77	$ 93.18	8		$ 614.18
53 SUPERINTENDENT	$ 108.63	$ 137.23	8		$ 869.18
60 OPERATOR: HOURLY	$ 47.28	$ 63.27	8	4.0	$ 631.29
60 OPERATOR: HOURLY	$ 41.58	$ 54.72	8	4.0	$ 551.49
70 LABORER: HOURLY	$ 38.54	$ 50.16	8	4.0	$ 508.94
70 LABORER: HOURLY	$ 36.64	$ 47.31	8	4.0	$ 482.34
70 LABORER: HOURLY	$ 35.50	$ 45.60	8	4.0	$ 464.38
70 LABORER: HOURLY	$ 33.98	$ 43.32	8	4.0	$ 445.10
				TOTAL:	$ 4,568.89

PER DIEM	Days for this Work	Long Term Crews: Monthly Per Diem	Long Term Crews: Working Days per Month	Long Term Crews: Daily Per Diem	Short Term Crews: Fuel	Short Term Crews: Hotel	Short Term Crews: Food	Total Subsistence
43 PROJECT MANAGER: ASSISTANT PRIMARY	1.00	$ 1,700.00	22.00	$ 77.27				$ 77.27
53 SUPERINTENDENT	1.00	$ 2,250.00	22.00	$ 102.27				$ 102.27
60 OPERATOR: HOURLY	1.00	$ 800.00	22.00	$ 36.36				$ 109.09
70 LABORER: HOURLY	5.00	$ 800.00	22.00	$ 36.36				$ 181.82
							TOTAL	$ 470.45

EQUIPMENT Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 335 Excavator	$ 185.00		$ 1,245.00	1.00	$ 4,970.00		$ 17,740.00		$ 74.76	12.00	$ 965.00		$ 2,142.12
CAT 349 Excavator	$ 265.00		$ 1,770.00		$ 7,080.00		$ 25,285.00		$ 115.86		$ 1,750.00		$ -
Komatsu WA 380 - Rental	$ 94.00		$ 625.00	1.00	$ 2,500.00		$ 8,925.00		$ 33.62		$ 965.00		$ 625.00
4,000 Gallon Water Truck	$ 40.00		$ 265.00		$ 1,060.00		$ 3,785.00		$ 31.08		$ 965.00		$ -
Air Compressor	$ 10.00		$ 69.00		$ 275.00		$ 985.00		$ 9.82		$ 150.00		$ -
Chopping Hammer	$ 26.00		$ 53.00		$ 125.00		$ 287.00						$ -
Trash Pump	$ 14.00		$ 95.00	1.00	$ 380.00		$ 1,350.00		$ 15.15	12.00	$ 150.00		$ 276.80
John Deere 310 SL Backhoe	$ 44.00		$ 295.00	1.00	$ 1,180.00		$ 4,215.00		$ 21.75	12.00			$ 556.00
												TOTAL	$ 3,599.92

MATERIALS Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Benmark Supply		10 VF of Traffic Rate Manholes & Lid	1	EA	$ 7,397.00	$ 7,397.00
Benmark Supply		48-Inch Epoxy Coated Flange by PE	2	EA	$ 5,910.00	$ 11,820.00
Benmark Supply		48-Inch Butt Strap	2	EA	$ 545.00	$ 1,090.00
Benmark Supply		48-Inch Flange & Bolts Kits	2	EA	$ 4,283.00	$ 8,566.00
		Grout	1	EA	$ 350.00	$ 350.00
Benmark Supply		48" Double Offset BFV (FLG x FLG) - Manufactuer AVK (1 Year Warranty)	1	EA	$ 44,560.00	$ 44,560.00
Benmark Supply		48" Double Offset BFV (FLG x FLG) - Manufactuer AV-TEK (10 Year Warranty)		EA	$ 58,296.00	$ -
Benmark Supply		Expedited Shipping of Valve via Plane		EA	$ 10,400.00	$ -
						$ -
						$ -
		2 In Stock as of 9/22/21				$ -
		16-20 Week Lead Time				$ -
						$ -
					TOTAL	$ 73,783.00

SERVICES Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Mark Scott Mobile Welding		Hourly Welding & Perdiem	10	HRS	$ 100.00	$ 1,000.00
Mobile Welding		Welding Per Diem (1 Welder)	1	Day	$ 175.00	$ 175.00
Mobile Welding		Welding Standbye Time (1 Welders)	6	Hr	$ 100.00	$ 600.00
Mark Scott Mobile Welding		Hourly Welding	6.00	EA	$ 100.00	$ 600.00
Atlas - CTS		Welding Inspection - Including Fittings in other GCI Items	12.00	Hrly	$ 125.00	$ 1,500.00
					TOTAL	$ 3,875.00

Summary: 48-Inch Valve & Manhole	TOTALS
Direct Cost of Labor	$ 4,568.89
Direct Cost of Per Diem	$ 470.45
Direct Cost of Equipment	$ 3,599.92
Direct Cost of Materials	$ 73,783.00
Direct Cost of Subcontractor	$ 3,875.00
Contractor's Fee on Self Performing Work	$ 16,484.45
Contractor's Fee on Subcontractor Work	$ 193.75
Subtotal	$ 102,975.47
Direct Cost of Bond Premium	$ -
	TOTAL COST $ 102,975.47

Change Order Proposal: 7339-02 — **24-Inch Valve & Manhole Installation** — 10/01/21

Details: The below is a breakdown of the costs associated with the installation of the 24-Inch Valve, Concrete (Traffic Rated) Manholes. This includes 1 day of installation & welding of flanges, valve installation, and the concrete manhole.

This includes the installation of an AV-TECH 24-Inch Double Offset Valve with a 10 Year Warranty. This valve is readily available today.

24-Inch Valve Installation - 1 Day Of Excavation & Installation	Regular Time Costs	Over Time Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
43 PROJECT MANAGER, ASSISTANT PRIMARY	$ 76.77	$ 93.18	8		$ 614.18
53 SUPERINTENDENT	$ 108.63	$ 137.21	8		$ 869.18
60 OPERATOR: HOURLY	$ 47.28	$ 65.27	8	4.0	$ 631.29
60 OPERATOR: HOURLY	$ 43.58	$ 54.72	8	4.0	$ 551.49
70 LABORER: HOURLY	$ 38.54	$ 50.16	8	4.0	$ 508.94
70 LABORER: HOURLY	$ 36.64	$ 47.33	8	4.0	$ 482.34
70 LABORER: HOURLY	$ 35.50	$ 45.60	8	4.0	$ 466.38
70 LABORER: HOURLY	$ 33.98	$ 43.82	8	4.0	$ 445.10
				TOTAL:	$ 4,568.89

PER DIEM	Days for this Work	Long Term Crews: Monthly Per Diem	Long Term Crews: Working Days per Month	Long Term Crews: Daily Per Diem	Short Term Crews: Fuel	Short Term Crews: Hotel	Short Term Crews: Food	Total Substance
43 PROJECT MANAGER, ASSISTANT PRIMARY	1.00	$ 1,700.00	22.00	$ 77.27				$ 77.27
53 SUPERINTENDENT	1.00	$ 2,250.00	22.00	$ 102.27				$ 102.27
60 OPERATOR: HOURLY	1.00	$ 800.00	22.00	$ 36.36				$ 109.09
70 LABORER: HOURLY	5.00	$ 800.00	22.00	$ 36.36				$ 181.82
							TOTAL	$ 470.45

EQUIPMENT Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 335 Excavator	$ 185.00		$ 1,245.00	1.00	$ 4,970.00		$ 17,700.00		$ 74.76	12.00	$ 963.00		$ 2,142.12
CAT 349 Excavator	$ 263.00		$ 1,770.00		$ 7,080.00		$ 25,265.00		$ 115.86		$ 1,750.00		$ -
Komatsu WA 380 - Rental	$ 94.00		$ 625.00	1.00	$ 2,500.00		$ 8,925.00		$ 53.62	12.00	$ 963.00		$ 1,028.44
4,000 Gallon Water Truck	$ 40.00		$ 265.00		$ 1,060.00		$ 3,785.00		$ 31.08		$ 963.00		$ -
Air Compressor	$ 10.00		$ 69.00		$ 275.00		$ 985.00		$ 9.82		$ 150.00		$ -
Chipping Hammer	$ 26.00		$ 53.00		$ 125.00		$ 287.00						$ -
Trash Pump	$ 14.00		$ 95.00	1.00	$ 380.00		$ 1,350.00		$ 15.35	12.00	$ 150.00		$ 276.80
John Deere 310 SL Backhoe	$ 44.00		$ 295.00	1.00	$ 1,180.00		$ 4,215.00		$ 21.75	12.00			$ 556.00
												TOTAL	$ 4,003.36

MATERIALS Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Benmark Supply		15 VF of Traffic Rate Manholes & Lid	1	EA	$ 8,706.00	$ 8,706.00
Benmark Supply		24-Inch Epoxy Coated Flange by PE	2	EA	$ 3,441.00	$ 6,882.00
Benmark Supply		24-Inch Butt Strap	2	EA	$ 377.00	$ 754.00
Benmark Supply		24-Inch Flange & Bolts Kits	2	EA	$ 1,313.00	$ 2,626.00
		Rock Replacement in front of Storage Unit	1	LS	$ 750.00	$ 750.00
		Grout	1	LS	$ 350.00	$ 350.00
Benmark Supply		24" Double Offset BFV (FLG x FLG) - Manufacturer AVK (1 Year Warranty)		EA	$ 10,110.00	$ -
Benmark Supply		24" Double Offset BFV (FLG x FLG) - Manufacturer AV-TEK (10 Year Warranty)	1	EA	$ 11,216.00	$ 11,216.00
Benmark Supply		Expedited Shipping of Valve via Plane		EA	$ 3,900.00	$ -
						$ -
		2 In Stock as of 9/22/21				$ -
		1 Valve In Stock as of 9/27/21				$ -
						$ -
					TOTAL	$ 31,284.00

SERVICES Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Pavecon		12 LF of Sidewalk Repair	12	LF	$ 100.00	$ 1,200.00
Mobile Welding		Welding Per Diem (1 Welder)	1	Day	$ 175.00	$ 175.00
Mobile Welding		Welding Standbye Time (1 Welders)	6	Hr	$ 100.00	$ 600.00
Mark Scott Mobile Welding		Hourly Welding	6.00	EA	$ 100.00	$ 600.00
Atlas - CTS		Welding Inspection - Including Fittings in other GCI Items	12.00	Hrs	$ 125.00	$ 1,500.00
					TOTAL	$ 5,775.00

Summary: 24-Inch Valve & Manhole Installation	TOTALS
Direct Cost of Labor	$ 4,568.89
Direct Cost of Per Diem	$ 470.45
Direct Cost of Equipment	$ 4,003.36
Direct Cost of Materials	$ 31,284.00
Direct Cost of Subcontractor	$ 5,775.00
Contractor's Fee on Self Performing Work	$ 8,065.34
Contractor's Fee on Subcontractor Work	$ 288.75
Subtotal	$ 54,455.80
Direct Cost of Bond Premium	$ -
	TOTAL COST $ 54,455.80

BENMARK
SUPPLY COMPANY INC

To: All Bidders **Date: 8/23/2021**
From: John Reinert **Terms: Net 30**
Re: Lubbock Additional BFV

Item 1: **Lot ea** **Additional Butterfly Valve (AV-TEK - Same as sold on Pipeline C)**

~~1 ea~~	~~48" Double Offset BFV Flg x Flg~~	~~$36,290.00~~	~~$36,290.00~~
1 ea	24" Double Offset BFV Flg x Flg	$11,216.00	$11,216.00
~~1 ea~~	~~42" Double Offset BFV Flg x Flg~~	~~$30,720.00~~	~~$30,720.00~~

20-24 Weeks on the 48"
10-12 Weeks on the 24"

To save 4 weeks on each with air freight add the following

48" Air Freight	$10,400.00
24" Air Freight	$3,900.00
~~42" Air Freight~~	~~$8,800.00~~

Total Net Price This Item **$106,232.00**

Item 2: **Lot ea** **Bolt Kits and Precast**

1 ea	72" x 15' Precast Manhole w/ Flat Lid	$8,121.00	$8,121.00
1 ea	72" x 10' Precast Manhole w/ Flat Lid	$6,812.00	$6,812.00
2 ea	City of Lubbock CI Frame & Cover "Water"	$585.00	$1,170.00
2 ea	48" Flange Bolt Set for 48" BFV	$3,012.00	$6,024.00
2 ea	48" Insulation Kit	$1,271.00	$2,542.00
~~2 ea~~	~~42" Flange Bolt Set for 48" BFV~~	~~$2,535.00~~	~~$5,070.00~~
~~2 ea~~	~~42" Insulation Kit~~	~~$1,117.00~~	~~$2,234.00~~
2 ea	24" Flange Bolt Set for 48" BFV	$858.00	$1,716.00
2 ea	24" Insulation Kit	$455.00	$910.00

Total Net Price This Item **$34,599.00**

Total Net Price For Alternate Items Listed Above **$140,831.00**

All prices quoted include freight to jobsite. Applicable sales tax NOT INCLUDED.
If you have any questions, please feel free to call me at 432-967-3346.

Thanks for being our customer,

John Reinert

BENMARK
SUPPLY COMPANY INC

To: All Bidders **Date: 9/22/2021**
From: John Reinert **Terms: Net 30**
Re: Lubbock Additional BFV

Item 1:	**Lot ea**	**Additional Butterfly Valve (AVK Valve) Double Offset**		
	1 ea	48" Double Offset BFV Flg x Flg	$44,560.00	$44,560.00
	~~1 ea~~	~~24" Double Offset BFV Flg x Flg~~	~~$10,110.00~~	~~$10,110.00~~
		2 in In Stock as of today of each size		
		Total Net Price This Item		**$54,670.00**
Item 2:	**Lot ea**	**Bolt Kits and Precast**		
	1 ea	72" x 15' Precast Manhole w/ Flat Lid	$8,121.00	$8,121.00
	1 ea	72" x 10' Precast Manhole w/ Flat Lid	$6,812.00	$6,812.00
	2 ea	City of Lubbock CI Frame & Cover "Water"	$585.00	$1,170.00
	2 ea	48" Flange Bolt Set for 48" BFV	$3,012.00	$6,024.00
	2 ea	48" Insulation Kit	$1,271.00	$2,542.00
	~~2 ea~~	~~42" Flange Bolt Set for 48" BFV~~	~~$2,535.00~~	~~$5,070.00~~
	~~2 ea~~	~~42" Insulation Kit~~	~~$1,117.00~~	~~$2,234.00~~
	2 ea	24" Flange Bolt Set for 48" BFV	$858.00	$1,716.00
	2 ea	24" Insulation Kit	$455.00	$910.00
		Total Net Price This Item		**$34,599.00**
Item 3:	**Lot ea**	**Steel Spools**		
	2 ea	48" x 3' Steel Spool Epoxy Coated	$5,910.00	$11,820.00
	2 ea	24" x 3' Steel Spool Epoxy Coated	$3,441.00	$6,882.00
	2 ea	48" Butt Strap 10" Long	$545.00	$1,090.00
	2 ea	24" Butt Strap 10" Long	$377.00	$754.00
		Total Net Price This Item		**$20,546.00**
		Total Net Price For Alternate Items Listed Above		**$109,815.00**

All prices quoted include freight to jobsite. Applicable sales tax NOT INCLUDED.
If you have any questions, please feel free to call me at 432-967-3346.

Thanks for being our customer,

John Reinert

New Mexico Tap Master Inc.
3167 San Mateo NE #215
Albuquerque NM 87110
Phone (505) 595-4066
NM Lic. #396536

New Mexico TAP MASTER
Pipeline Specialty Services

Date: Oct. 1st, 2021
Quotation#:
Customer ID:
Quotation Valid Until: Nov. 1ST, 2021
Prepared by: New Mexico Tap Master

Quotation For:
Taylor Kennedy
Garney Construction
1031 Andrews Hwy Ste 304C
Midland TX 79701
Cell: 806-662-7052
Email: tkennedy@garney.com

Job Name: Lubbock TX Job

Comments or Special Instructions: Customer to Provide Pipe OD/PSI and a Signed Quote prior to any material being ordered. MUST Supply All Ladders, Lifts, and clear Access to Waterline. Customer responsible for Concrete Thrust Block Large Excavator with Operator for placement of Equipment and have a tow behind air compressor at job site. Customer to safely store Equipment while equipment is on site. Prices are subject to change after 30 days due to current market shortages & rapid increases from Manufacture. All Material is special order NON-Returnable

Salesperson	P.O. Number	Ship Date	Ship Via	F.O.B. Point	Terms
Paul Monahan	Required				COD

Quantity	Description	Unit Price	Amount
1	48" Single Linestops on Concrete Cylinder Waterline W/ 6" Blow Off Epoxy Coated Weld on Linestop Sleeve Line Pressure Must NOT exceed 100PSI Linestop will be in Place for 6 Days while contractor completes work. After 6 Days Contractor will be charged $ 4,213.00 Per Day After	$ 71,650.00	$ 71,650.00
1	24" Single Linestops on Concrete Cylinder Waterline W/ 2" Blow Off Epoxy Coated Weld on Linestop Sleeve Line Pressure Must NOT exceed 100PSI Linestop will be in Place for 6 Days while contractor completes work. After 6 Day's contractor will be charged $ 1,800.00 Per day after.	$ 23,851.00	$ 23,851.00
2	Mobilization included in above pricing **Note: NO Flow for 2 days Max for both 48" and 24" Linestop While Waterline is being Tapped and Linestop Heads are placed into Pipe.** **Price includes** 5 Tec on Jobsite for 5 days Welding on Linestop Sleeves Epoxy Coated Weld on Linestop Sleeves with Blow off Assembles. Tap Master Will Strip Waterline install Sleeves Pressure Test Tap Waterline and Insert Linestops. **Contractor:** Must supply and Install Concrete for Thrust Blocking. Must have Tow behind Air compressor at job site. Large excavator with operator to move and place all Linestop Equipment. Equipment is about 17,000lbs and 28' long. Stop Flow while Linestop heads are being installed in waterline. Contractor to		
1	Bonding Fee (Requested from Customer)	$ 5,279.80	$ 5,279.80
1	Tap master to supply Butt Straps and Spool Pieces Material Only 2qty 48"x 3' Flange x PE Spool Pieces (Material Only) See Drawing 2qty 48" Butt Straps (Material Only) See Drawing 2qty 24" x3' Flange x PE Spool Pieces (Material Only) See Drawing 2qty 24" Butt Straps (Material Only) See Drawing	$ 36,479.30	$ 36,479.30
		Subtotal	$ 137,260.10
		Grand Total	$ 137,260.10

Business Gross Receipts Tax
*Please Submit Non-Taxable Transaction Certificates brianne@tapmasterinc.com or nicole@tapmasterinc.com if applicable. **NM CRS# 03-414869-00-8**

If you have any questions concerning this quotation, contact Paul Monahan.

Phone: (505) 377-3933 – Email: paul@tapmasterinc.com
THANKS FOR YOUR BUSINESS!

CUSTOMER TO SUPPLY

All Excavation, shoring (if required), ladders, scaffolding, man lifts, lifting devices and rigging for all equipment and materials, clear access to pipe, schedule all inspections, permits and taxes required. Crane, forklift, Backhoe, track hoe, to lift all equipment on/off trucks, into work area and set into place for all Hot Tap and Line Stop equipment 16" or larger and if TMI cannot get service truck within 10' of excavation, for 6"-12" linestops. Maintain a dry and workable environment within the excavation when possible. Chlorination of hot tap/linestop fittings and piping of new or existing. Containment and disposal for all spills, disposal of all asbestos pipe (including all cut outs, coupons from all hot taps), and any hazardous and or nonhazardous materials, and or liquids. Repair of any mortar lining/coating that may be damaged due to the hot tap or linestop insertion process for all CCP Pipe. Supply all lighting is work is to be performed after hours. All expedited freight cost for equipment and/or material requested by the customer. Coordinate with the City to isolate and stop flow temporarily for all linestops 16" or larger during the insertion of linestop(s) to ensure that the linestop equipment is not damaged during the process. Customer to verify all pipe OD's and submit a list prior to ordering all fittings.

SPECIAL CONDITIONS

Any materials ordered and returned will be subject to a 30% restocking fee. All special-order material may not be returned. Customer PO is required prior to ordering all materials. *This Quote is based on normal business hours (unless otherwise noted). Any delays caused on jobsite that are of no fault to Tap Master, will be billed Standby Time at $165.00hr. per Technician for standard rate, $195.00 hr. for overtime rate per Technician, and $250.00 hr. for Premium time per Technician*. A **COD Customer** Must Pay 50% up front before any Material can be ordered. Balance is due at Time of Completion of Job.

HOT TAPS

Tap Master does not guarantee the retrieval of the coupon. Mechanical Failure could cause the coupon to enter the piping system. Hot Tapping generates cutting chips. These chips may also enter the piping system. Both chips and coupons can be carried a substantial distance by the flow. Tap Master is not responsible for retrieving the coupon or chips that may have entered the piping system and the customer agrees to hold Tap Master Inc. harmless from any damages or losses, direct or incidental, which might be caused by these materials. All cost associated with retrieving these materials will the customers responsibility.

HOT TAPS/LINESTOPS ON CONCRETE LINED AND MORTAR COATED STEEL CYLINDER PIPE

There is no guarantee the concrete lining will be fully recovered. Tap Master accepts no Responsibility of the recovery or repair of the pipe lining. Should part of the concrete lining be lost during the hot tap, all costs associated with retrieving the lining will be the responsibility of the customer. Tap Master will not be responsible for any pipe failure.

MECHANICAL BOLT ON TAPPING SLEEVES

All Mechanical bolt on hot tap/linestop sleeves are provided with a SBR or Buna Gasket material that can expand and contract with temperature fluctuations causing the fitting to leak and should not be installed on pipe temperatures exceeding 180 degrees. Tap Master **cannot** be responsible for any leaking sleeves due to temperature fluctuation of piping system. If fluctuation is present on piping system, please notify Tap Master to seek other alternatives. Hot tapping sleeves are only rated for 150psi working pressure.

LINESTOPS

Tap Master does not guarantee a 100% shut down due to unknown and/or unforeseen internal pipe conditions but will give a workable condition downstream of the linestop. Price is based on the information provided by the customer. Tap Master to be notified by the customer of any changes in the scope of work within a reasonable time and/or as soon as they are aware of changes. Price includes Linestop Fittings, equipment, and labor to complete. NM Tap Master makes no guarantee that the placement of the linestop head(s) into the pipe the first time will provide a workable stop. It may be necessary to remove the linestop(s) and replace the sealing element. This is not considered delay of work at the jobsite. All Linestop fittings are rated to 150PSI (Customer to verify pipe pressure does not exceed 150PSI)

Customer to Verify PSI and Linestop equipment to be onsite for up to (5) calendar days, (3) Technicians onsite for (3) consecutive business days at (10) hours per day. No weekend/Holiday's and or premium time included in costs. Each Additional day equipment to be onsite will be charged and billed at () per day per linestop unit. Plus, all man hrs. per day per man at hourly rate.

MOBILIZATIONS AND ADDITIONAL COSTS

Additional Mobilization Cost: ($2,500.00) Per Trip. Additional charges will apply for extra days on site, extra periderm costs, and Hotel costs. Should work be cancelled or rescheduled, Customer to pay all cost and expenses incurred by NM Tap Master.

PUBLIC WORKS OR PREVAILING WAGE CERTIFIED PAYROLL

If this is a Public Works, Prevailing Wage, or PLA agreement project requiring certified payroll please contact our office for a revised quote to include the additional labor costs if not noted on the quote.

INSURANCE

Tap Master supplies most standard insurance certificates. If this project is OCIP/CCIP insurance job, please contact Tap master for a revised quote. All Modified or Special insurances requests are priced on request.

PAYMENT TERMS: NET 30

I have read the attached quote, terms and conditions and any special requirements necessary to complete the work. I agree that the technical data is correct and that I understand "Customer to Supply" requirements. Should I have any questions or need to make any changes to this quotation. I will have contacted Tap master Inc. and requested a revised quotation prior to signing and returning this acceptance.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

Pipe OD: _____

Wall Thickness/ Pipe ID: _____

Type of Pipe: _____

Class of Pipe: _____

Line Pressure: _____

Customer PO#: _____

Prevailing Wage: **YES** **NO**

EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

January 15, 2021

Caterpillar 335F L CR
Crawler Mounted Hydraulic Excavators

Size Class:
40.1 - 50.0 MTons
Weight:
N/A

Configuration for 335F L CR

Bucket Capacity	**2.2 cu yd**	Horsepower	**199.8 hp**
Operating Weight	**84604.6 lbs**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $17,740.00	USD $4,970.00	USD $1,245.00	USD $185.00	USD $74.76	USD $175.56
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $17,740.00**	**USD $4,970.00**	**USD $1,245.00**	**USD $185.00**	**USD $74.76**	**USD $175.56**

Non-Active Use Rates

	Hourly
Standby Rate	USD $52.41
Idling Rate	USD $122.00

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42%	USD $7,450.80/mo
Overhaul (ownership)	48%	USD $8,515.20/mo
CFC (ownership)	3%	USD $532.20/mo
Indirect (ownership)	7%	USD $1,241.80/mo
Fuel (operating) @ USD 2.53	28%	USD $21.20/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for HEATHER MANNING (hmanning@garney.com)

www.equipmentwatch.com

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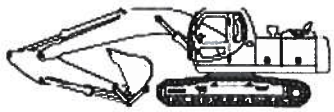
www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for HEATHERMANNING1 in All Saved Models

September 8, 2021

Caterpillar 349F (disc. 2019)
Crawler Mounted Hydraulic Excavators



Size Class:
50.1 - 66.0 MTons
Weight:
N/A

Configuration for 349F (disc. 2019)

Operating Weight	**117500.0 lbs**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $25,285.00	USD $7,080.00	USD $1,770.00	USD $265.00	USD $115.86	USD $259.52
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-			
Hourly Operating Cost (100%)					-	
Total:	**USD $25,285.00**	**USD $7,080.00**	**USD $1,770.00**	**USD $265.00**	**USD $115.86**	**USD $259.52**

Non-Active Use Rates	Hourly
Standby Rate	USD $70.40
Idling Rate	USD $174.84

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	USD $9,608.30/mo
Overhaul (ownership)	51%	USD $12,895.35/mo
CFC (ownership)	3%	USD $758.55/mo
Indirect (ownership)	8%	USD $2,022.80/mo
Fuel (operating) @ USD 3.27	27%	USD $31.18/hr

Revised Date: 3rd quarter 2021

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www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

September 2, 2021

Komatsu WA380-8
4-Wd Articulated Wheel Loaders

Size Class:
175 - 199 HP
Weight:
N/A



Configuration for WA380-8

Bucket Capacity	**4.3 cu yd**	Horsepower	**191.0 hp**
Operator Protection	**EROPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $8,925.00	USD $2,500.00	USD $625.00	USD $94.00	USD $33.62	USD $84.33
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $8,925.00**	**USD $2,500.00**	**USD $625.00**	**USD $94.00**	**USD $33.62**	**USD $84.33**

Non-Active Use Rates	Hourly
Standby Rate	USD $31.44
Idling Rate	USD $62.33

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	47%	USD $4,194.75/mo
Overhaul (ownership)	38%	USD $3,391.50/mo
CFC (ownership)	3%	USD $267.75/mo
Indirect (ownership)	12%	USD $1,071.00/mo
Fuel (operating) @ USD 3.27	35%	USD $11.62/hr

Revised Date: 3rd quarter 2021

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All prices shown in US dollars ($)

Rental Rate Blue Book®

May 20, 2021

Miscellaneous DSL 6X4 4000
On-Highway Water Tankers

Size Class:
200 HP & Over
Weight:
14000 lbs



Configuration for DSL 6X4 4000

Horsepower	**250.0**	Power Mode	**Diesel**
Tank Capacity	**4000.0 gal**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $3,785.00	USD $1,060.00	USD $265.00	USD $40.00	USD $31.08	USD $52.59
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,785.00**	**USD $1,060.00**	**USD $265.00**	**USD $40.00**	**USD $31.08**	**USD $52.59**

Non-Active Use Rates

	Hourly
Standby Rate	USD $14.41
Idling Rate	USD $37.30

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	51%	USD $1,930.35/mo
Overhaul (ownership)	33%	USD $1,249.05/mo
CFC (ownership)	3%	USD $113.55/mo
Indirect (ownership)	13%	USD $492.05/mo
Fuel (operating) @ USD 2.53	51%	USD $15.79/hr

Revised Date: 1st half 2021

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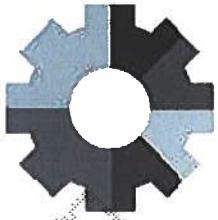
All prices shown in US dollars ($)

Rental Rate Blue Book®

May 20, 2021

Ingersoll Rand P185WD
Portable Rotary Screw Air Compressors

Size Class:
125 - 249 cfm
Weight:
1955 lbs



Configuration for P185WD

Air Delivery Rating	**185.0 cu ft/min**	Horsepower	**61.4**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $985.00	USD $275.00	USD $69.00	USD $10.00	USD $9.82	USD $15.42
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $985.00**	**USD $275.00**	**USD $69.00**	**USD $10.00**	**USD $9.82**	**USD $15.42**

Non-Active Use Rates	Hourly
Standby Rate	USD $1.96
Idling Rate	USD $11.18

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27%	USD $265.95/mo
Overhaul (ownership)	65%	USD $640.25/mo
CFC (ownership)	2%	USD $19.70/mo
Indirect (ownership)	6%	USD $59.10/mo
Fuel (operating) @ USD 2.53	57%	USD $5.58/hr

Revised Date: 1st half 2021

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All prices shown in US dollars ($)

Rental Rate Blue Book®

August 21, 2020

Miscellaneous 4 DIESEL/35MT
Self Priming Trash Pumps

Size Class:
3 - 4
Weight:
N/A



Configuration for 4 DIESEL/35MT

Cpb Rating	**35MT**	Horsepower	**60.0**
Power Mode	**Diesel**	Pump Capacity	**44000.0 gal/hr**
Pump Size	**4.0 in**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $1,350.00	USD $380.00	USD $95.00	USD $14.00	USD $15.15	USD $22.82
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $1,350.00**	**USD $380.00**	**USD $95.00**	**USD $14.00**	**USD $15.15**	**USD $22.82**

Non-Active Use Rates

	Hourly
Standby Rate	USD $4.60
Idling Rate	USD $17.75

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	46%	USD $621.00/mo
Overhaul (ownership)	40%	USD $540.00/mo
CFC (ownership)	4%	USD $54.00/mo
Indirect (ownership)	10%	USD $135.00/mo
Fuel (operating) @ USD 2.40	67%	USD $10.08/hr

Revised Date: 2nd half 2020

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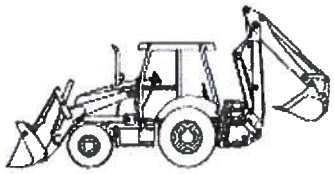
All prices shown in US dollars ($)

Rental Rate Blue Book®

May 20, 2021

Deere 310SL
Tractor-Loader-Backhoes

Size Class:
14' to Under 15'
Weight:
N/A



Configuration for 310SL

Drive	**4WD**	Operator Protection	**EROPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $4,215.00	USD $1,180.00	USD $295.00	USD $44.00	USD $21.75	USD $45.70
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $4,215.00**	**USD $1,180.00**	**USD $295.00**	**USD $44.00**	**USD $21.75**	**USD $45.70**

Non-Active Use Rates	Hourly
Standby Rate	USD $12.21
Idling Rate	USD $33.68

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	USD $1,601.70/mo
Overhaul (ownership)	49%	USD $2,065.35/mo
CFC (ownership)	4%	USD $168.60/mo
Indirect (ownership)	9%	USD $379.35/mo
Fuel (operating) @ USD 2.53	45%	USD $9.73/hr

Revised Date: 1st half 2021

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All prices shown in US dollars ($)

Rental Rate Blue Book®

December 8, 2020

Hamm 3205PB (disc. 2013)
Single Drum Vibratory Compactors

Size Class:
5.0 - 7.9 MTons
Weight:
12941 lbs

Configuration for 3205PB (disc. 2013)

Drum Type	**Padfoot**	Drum Width	**54.0 in**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $3,270.00	USD $915.00	USD $230.00	USD $35.00	USD $21.70	USD $40.28
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2013: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,270.00**	**USD $915.00**	**USD $230.00**	**USD $35.00**	**USD $21.70**	**USD $40.28**

Non-Active Use Rates

	Hourly
Standby Rate	USD $13.38
Idling Rate	USD $22.59

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	53%	USD $1,733.10/mo
Overhaul (ownership)	28%	USD $915.60/mo
CFC (ownership)	8%	USD $261.60/mo
Indirect (ownership)	11%	USD $359.70/mo
Fuel (operating) @ USD 2.40	18%	USD $4.01/hr

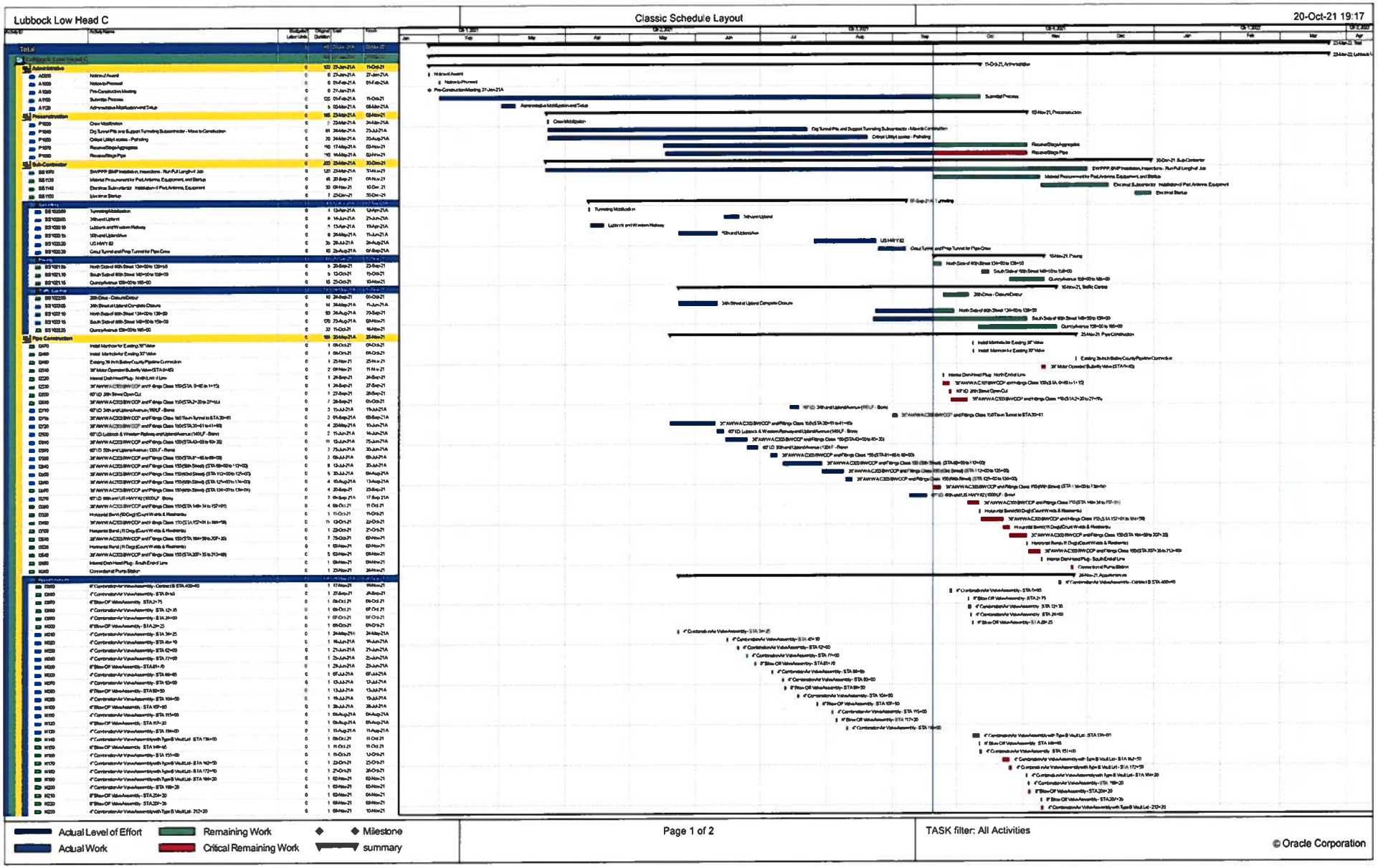
Revised Date: 2nd half 2020

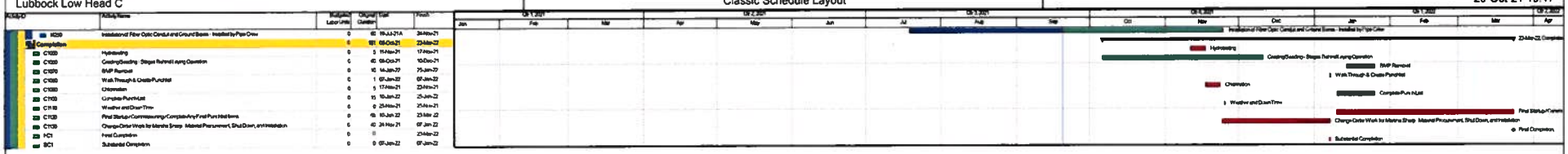
These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for HEATHER MANNING (hmanning@garney.com)

www.equipmentwatch.com

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Lubbock Low Head C
Classic Schedule Layout
20-Oct-21 19:17
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
summary
Page 1 of 2
TASK filter: All Activities
© Oracle Corporation



Activity ID	Activity Name	Budgeted Labor Units	Original Duration	Start	Finish
M250	Installation of Fiber Optic Conduit and Ground Boxes - Installed by Pipe Crew	0	60	19-Jul-21A	24-Nov-21
Completion		0	101	08-Oct-21	23-Mar-22
C1020	Hydroseeding	0	5	11-Nov-21	17-Nov-21
C1030	Grading/Seeding - Stages Rehmat/Laying Operation	0	40	08-Oct-21	10-Dec-21
C1070	SWP Removal	0	10	14-Jan-22	25-Jan-22
C1080	Walk Through & Create Punchlist	0	1	07-Jan-22	07-Jan-22
C1090	Chlorination	0	5	17-Nov-21	23-Nov-21
C1100	Complete Punchlist	0	15	10-Jan-22	21-Jan-22
C1110	Weather and Down Time	0	0	25-Nov-21	25-Nov-21
C1120	Final Startup/Commissioning/Complete Any Final Punchlist Items	0	15	10-Jan-22	23-Mar-22
C1130	Change Order Work for Marsha Sharp Material Procurement, Shut Down, and Installation	0	40	24-Nov-21	07-Jan-22
MC1	Final Completion	0	0		23-Mar-22
SC1	Substantial Completion	0	0	07-Jan-22	07-Jan-22

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CP-003 Traffic Rated Valve Vaults on 26th Street and Antenna Relocation

FREESE AND NICHOLS

Change Proposal

PROJECT	Low Head C Pipeline	**PROJECT NUMBER**
OWNER	City of Lubbock	15477
BUILDER	Garney Companies	
DESIGNER	Freese and Nichols, Inc.	
CM	Bret Calvert	

CP No.	CP-003
CP Description	COP Details: Air Valve installations along 26th Street- RCP003 1) Modify the air valve assembly on the Low Head C Pipeline at Station 1+07.63 (on the revised alignment that is part of the current change modifications) by: o Install valve assembly in a Type "B" Manhole with traffic rated components; o Installing a 2-inch air valve assembly instead of 4-inch assembly; o Install a 2-inch outlet in the 24-inch blind flange for the valve assembly; o Use a 2-inch stainless steel ball valve for isolation instead of a gate valve; o Route air vent piping below grade to fenced area next to electrical pad (coordinate final location for candy cane in the field with City); o Turn over 4-inch air valve assembly to City as spare parts; o Install a 4-inch blind flange on the 4-inch flanged outlet. 2) Replace existing 4-inch CAV on Bailey County Line Station 400+80 with an 8-inch CAV as indicated on sheet DT-11 with the following additions: o Move the vent piping from the south side of the vault to the north side of the vault. o Seal the penetration in the vault where the existing vent piping is removed. Modify BFV's and Manholes and Relocate Antenna- RCP002 1. Relocate electrical pad and communication antenna shown on Sheets WL-1, DT-11, and E-3 detail 1 so that the southern most edge of pad is 50 feet north of the existing 36-inch water line. 2. Modify proposed BFV and MH at LHC PL STA 0+99.63 by: a. Flipping the MH and actuator to the north side of the proposed pipe. b. Modifying the MH from the detail shown on DT-5 to the traffic rated detail shown on DT-6. c. Modifying the actuator attachment by removing the floor stand bracing plan shown on DT-5 and directly mounting the motor actuator to the proposed BFV so that it will fit inside the traffic rated MH. d. Add to the MH at STA 0+99.63 a 2-inch sump rated for a flow of at least 30 gpm with maximum ½ HP 115V, 1-phase motor rated for continuous duty. Add four 316 SS float switches and 2-inch PVC piping routed from the sump pump through the MH wall with minimum 2' cover to adjacent storm drain. Add pump control panel and associated instrumentation at the electrical pad shown on sheet E-3. 3. Modify existing BOV manhole on the Bailey County Pipeline Contract B to be traffic rated by removing the existing manhole and replacing it with a traffic rated manhole as shown on DT-6 Detail 5. 4. Modify existing BFV manhole on the Bailey County Pipeline Contract B (STA 389+95) to be traffic rated by removing the existing manhole and replacing it with a traffic rated manhole as shown on DT-6 Detail 5. 5. Modify the proposed improvements for the existing BFV at Bailey County Pipeline Contract B STA 389+95 by removing the contract requirement for installation of a motor operator. The existing BFV and actuator can remain in place as currently installed once the traffic rated manhole is in place.
Specification	N/A
Drawing / Detail	N/A

NOTIFICATION BY BUILDER

The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:

Purpose of Change Proposal	Response to RCP
Requested Action	Issue a Work Change Directive or Change Order for the described change
Basis of Compensation	Lump Sum calculated using Cost of Work provisions in General Conditions paragraph 13.01
Required Documentation	- Detailed cost breakdown attached showing labor, materials, equipment, and all other costs for this change - Schedule attached to show impacts and justification for requested change in Contract Times
Total Change Proposal Amount	$ 1,439.20
Adjustment in Contract Time	0 days
Attachment	CP-003-COP-003Modificationat26thandUplandasOutlinedinRCP-002andRCP-003-Ryan Moloney-Pending.pdf

Submitted By Ryan Moloney **Date** 10-21-2021

CONSTRUCTION MANAGER'S RESPONSE

Recommended Basis for Compensation:

Lump Sum calculated using Cost of Work provisions in General Conditions paragraph 13.01

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

Status	Recommended for Approval
Action	Final Distribution
Comments	No final comment.
Attachments	CP-003-COP-003Modificationat26thandUplandasOutlinedinRCP-002andRCP-003-Ryan Moloney-Pending.pdf

Response By Bret Calvert **Date** 10-22-2021

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1030 Andrews Highway, STE 304C, Midland Texas
Phone: 816.741.4600
www.garney.com

City of Lubbock
1314 Ave K
Lubbock, Texas, 79401

10/21/2021

Attn: Josh Kristinek

Re: Request for Change Proposal No. 002 – Modify BFV's and Manholes and Relocate Antenna
Request for Change Proposal No. 003 – Air valve installations along 26th Street

Dear Mr. Kristinek,

Garney has evaluated your request for the modifications to the contract documents as outlined in RCP – 002 and RCP - 003. Garney has provided the following costs associated with the changes in CP-003 following this cover page.

Garney would like to propose an increase in contract time of 0 days for the additional work in Change Proposal 7339-03.

In accordance with the General Conditions of the Agreement – Article 24, Garney would like to propose a Lump Sum Price of $1,439.20 for the Extra Work detailed out in Change Proposal 7339-03.

Sincerely,

GARNEY COMPANIES, INC.

Ryan Moloney
Project Manager

CC: John Turpin, Bailey Ratcliffe, Nick Lester, Michael McBee, Bret Calvert, Taylor Kennedy

CONTRACT MODIFICATION REQUEST

		PROJECT NUMBER
PROJECT:	Low Head C Pipeline	
OWNER:	City of Lubbock	15477
CONTRACTOR:	Garney Construction	7339
CM:	Freese & Nichols (Bret Calvert)	LUB19278
ENGINEER:	Freese and Nichols (Michael McBee)	LUB19278

CHANGE PROPOSAL NO: **003**

COP Details:

Air Valve Installations along 26th Street- RCP003

1) Modify the air valve assembly on the Low Head C Pipeline at Station 1+07.63 (on the revised alignment that is part of the current change modifications) by:
   - o Install valve assembly in a Type "B" Manhole with traffic rated components;
   - o Installing a 2-inch air valve assembly instead of 4-inch assembly;
   - o Install a 2-inch outlet in the 24-inch blind flange for the valve assembly;
   - o Use a 2-inch stainless steel ball valve for isolation instead of a gate valve;
   - o Route air vent piping below grade to fenced area next to electrical pad (coordinate final location for candy cane in the field with City);
   - o Turn over 4-inch air valve assembly to City as spare parts;
   - o Install a 4-inch blind flange on the 4-inch flanged outlet.
2) Replace existing 4-inch CAV on Bailey County Line Station 400+80 with an 8-inch CAV as indicated on sheet DT-11 with the following additions:
   - o Move the vent piping from the south side of the vault to the north side of the vault.
   - o Seal the penetration in the vault where the existing vent piping is removed.

Modify BFV's and Manholes and Relocate Antenna-RCP002 1.

Relocate electrical pad and communication antenna shown on Sheets WL-1, DT-11, and E-3 detail 1 so that the southern most edge of pad is 50 feet north of the existing 36-inch water line

2. Modify proposed BFV and MH at LHC PL STA 0+99.63 by:
   - a. Flipping the MH and actuator to the north side of the proposed pipe.
   - b. Modifying the MH from the detail shown on DT-5 to the traffic rated detail shown on DT-6.
   - c. Modifying the actuator attachment by removing the floor stand bracing plan shown on DT-5 and directly mounting the motor actuator to the proposed BFV so that it will fit inside the traffic rated MH.
   - d. Add to the MH at STA 0+99.63 a 2-inch sump rated for a flow of at least 30 gpm with maximum ½ HP 115V, 1-phase motor rated for continuous duty. Add four 316 SS float switches and 2-inch PVC piping routed from the sump pump through the MH wall with minimum 2' cover to adjacent storm drain. Add pump control panel and associated instrumentation at the electrical pad shown on sheet E-3.
3. Modify existing BOV manhole on the Bailey County Pipeline Contract B to be traffic rated by removing the existing manhole and replacing it with a traffic rated manhole as shown on DT-6 Detail 5.
4. Modify existing BFV manhole on the Bailey County Pipeline Contract B (STA 389+95) to be traffic rated by removing the existing manhole and replacing it with a traffic rated manhole as shown on DT-6 Detail 5.
5. Modify the proposed improvements for the existing BFV at Bailey County Pipeline Contract B STA 389+95 by removing the contract requirement for installation of a motor operator. The existing BFV and actuator can remain in place as currently installed once the traffic rated manhole is in place.

Item #	Engineering Directive #	Description	Qty	Unit	Cost Per	Extended Cost
Owner Item D.23		Eliminate 1 Each of Motor Operated Actuatoir and Manhole for Existing BFV	1	EA	$ (20,000.00)	$ (20,000.00)
#1		Costs for Associated Changes in RCP-002 and RCP-003	1	LS	$ 21,439.20	$ 21,439.20
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					Total	**$ 1,439.20**

Contractor: Garney Construction By _____ Ryan Moloney

Date: _____

Recommended for Payment by Engineer

By _____ Date

Approved for Payment by Construction Manager

By _____ 10/22/2021 Date

Approved for Payment by [OWNER]

By _____ Date

Approved for Payment by [OWNER]

By _____ Date

Change Order Proposal: 7339-03 10/21/21

COP Details: Costs associated with RCP 002 - Modify BFV's and Manholes and Relocate Antenna & Costs associated with RCP 003 - Air Valve Installations Along 26th Street.

Classification	Un-Burdened Base Rate	FICA And Medicare 7.65%	Federal Unemployment 0.60%	State Unemployment (Texas) 1.76%	Workmen's Compensation (Texas) 5.70%	General Liability Insurance 1.78%	Pension (ESOP) 12.00%	Pension (401K) 3.50%	Holiday (3.5%) 3.50%	Vacation (6%) 6.00%	Consumables 9.50%	Health & Dental Insurance $4.53/hour (Per Hour x 40) $ 5.06	Group Life Insurance (Per Hour x 40) Variable	Vehicle Allowance variable per class	Vehicle Fuel and Maintenance $ 4.50	Regular Time =SUM(D:D) Costs	Over Time =SUM(D:L)*1.5 Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
43 PROJECT MANAGER, ASSISTANT	$ 39.90	$ 3.05	$ 0.24	$ 0.70	$ 2.27	$ 0.71	$ 4.79	$ 1.40	$ 1.40	$ 2.39	$ 3.79	$ 5.06	$ 0.07	$ 5.00	$ 4.50	$ 75.30	$ 90.97			$ -
53 SUPERINTENDENT:	$ 50.48	$ 3.86	$ 0.30	$ 0.89	$ 2.88	$ 0.90	$ 6.06	$ 1.77	$ 1.77	$ 3.03	$ 4.80	$ 5.06	$ 0.10	$ 7.50	$ 4.50	$ 93.89	$ 115.09			$ -
55 FIELD ENGINEER:	$ 33.65	$ 2.57	$ 0.20	$ 0.59	$ 1.92	$ 0.60	$ 4.04	$ 1.18	$ 1.18	$ 2.02	$ 3.20	$ 5.06	$ 0.07	$ 5.00	$ 4.50	$ 65.78	$ 76.73			$ -
60 OPERATOR: HOURLY	$ 25.22	$ 1.93	$ 0.15	$ 0.44	$ 1.44	$ 0.45	$ 3.03	$ 0.88	$ 0.88	$ 1.51	$ 2.40	$ 5.06	$ 0.04	$ -	$ -	$ 49.43	$ 57.50			$ -
70 LABORER: HOURLY	$ 18.72	$ 1.43	$ 0.11	$ 0.33	$ 1.07	$ 0.33	$ 2.25	$ 0.66	$ 0.66	$ 1.12	$ 1.78	$ 5.06	$ 0.04	$ -	$ -	$ 33.55	$ 42.68			$ -
																			TOTAL	$ -

PER DIEM	Days for this Work	Long Term Crews: Monthly Per Diem	Long Term Crews: Working Days per Month	Long Term Crews: Daily Per Diem	Short Term Crews: Fuel	Short Term Crews: Hotel	Short Term Crews: Food	Total Substance
53 SUPERINTENDENT:		$ 2,250.00	22.00	$ 102.27				$ -
60 OPERATOR: HOURLY		$ 800.00	22.00	$ 36.36				$ -
70 LABORER: HOURLY		$ 800.00	22.00	$ 36.36				$ -
							TOTAL	$ -

EQUIPMENT Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
John Deere 310 Backhoe			$ 440.00		$ 800.00		$ 2,280.00		$ 41.85				$ -
CAT 2,000 Gallon Water Truck			$ 250.00		$ 1,000.00		$ 2,000.00		$ 23.38		$ 850.00		$ -
CAT 336 Hammer			$ 680.00		$ 3,342.50		$ 9,715.00		$ 59.02		$ 250.00		$ -
CAT Smooth Drum Roller			$ 560.00		$ 1,450.00		$ 3,975.00		$ 4.50		$ 490.00		$ -
Hydro-Vac Trailer			$ 542.16		$ 1,626.47		$ 4,879.40		$ 58.15		$ -		$ -
												TOTAL	$ -

MATERIALS Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Supply House		Precast Flattop, Ring and Lid for BFV MH at STA. 0+99.63	1	LS	$ 2,021.00	$ 2,021.00
Supply House		Sump Pump Cost in BFV Manhole at STA. 0+99.63	1	LS	$ 3,286.00	$ 3,286.00
Supply House		Discharge Piping for Sump Pump in BFV Manhole	1	LS	$ 475.00	$ 475.00
Supply House		Precast Flattop, Ring and Lid for BOV on Bailey County	1	LS	$ 1,721.00	$ 1,721.00
Supply House		Precast Risers, Precast Flattop Flattop, Ring and Lid for BFV on Bailey County Line (Sta 389+95)	1	LS	$ 3,326.00	$ 3,326.00
Supply House		Precast Flattop, Ring and Lid for CAV at STA 1+07.63	1	LS	$ 1,721.00	$ 1,721.00
Supply House		2-inch Air Valve Assembly w/ All Components Except Vent Pipe	1	LS	$ 1,176.00	$ 1,176.00
Supply House		Air Vent Piping to Electrical Pad from CAV at STA 1+07.63	1	LS	$ 775.00	$ 775.00
Supply House		Grouting Matreial for Sealing Vault at 400+80	1	LS	$ 50.00	$ 50.00
						$ -
						$ -
					TOTAL	$ 14,551.00

SERVICES Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Acme Electric		Materials and Supplies for Pad Relocation	1	LS	No Cost Change	No Cost Change
Fencing		Increase Fencing to Include Tower	1	LS	$ 2,750.00	$ 2,750.00
SPEC		Costs of transitioning to underground electrical service will be covered in the project allowance for electrical utility service	1	LS	No Cost Change	No Cost Change
Llano Waste		Disposal of Precast at BOV on Bailey County Line	1	LS	$ 565.00	$ 565.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					TOTAL	$ 3,315.00

Summary:	TOTALS
Direct Cost of Labor	$ -
Direct Cost of Per Diem	$ -
Direct Cost of Equipment	$ -
Direct Cost of Materials	$ 14,551.00
Direct Cost of Subcontractors	$ 3,315.00
Contractor's Fee	$ 3,573.20
Subtotal	$ 21,439.20
Direct Cost of Bond Premium	$ -
TOTAL COST	$ 21,439.20

BENMARK
SUPPLY COMPANY INC

To: All Bidders
From: John Reinert
Re: Lubbock Additional BFV

Item 1: **Lot ea** **4" to 2" Air Valve Change**

1 ea	2" Combination air relief valve	$970.00	$970.00
2 ea	2" x 6" SS Nipple	$22.00	$44.00
1 ea	2" SS Ball Valve	$118.00	$118.00
1 ea	4" DI Blind Flange	$44.00	$44.00

Total Net Price This Item **$1,176.00**

Total Net Price For Alternate Items Listed Above **$1,176.00**

All prices quoted include freight to jobsite. Applicable sales tax NOT INCLUDED.
If you have any questions, please feel free to call me at 432-967-3346.

Thanks for being our customer,

John Reinert

BENMARK
SUPPLY COMPANY INC

To: All Bidders
From: John Reinert
Re: Lubbock Change Order Items

Item 1:	**Lot ea**	**Concrete Change Items**		
	2 ea	72" x 18" Flat Lid	$1,425.00 ea	$2,850.00
	1 ea	60" x 12" Flat Lid	$1,125.00 ea	$1,125.00
	3 ea	30" Bolted CI Ring & Cover	$514.00 ea	$1,542.00
	6 ea	30" Poly Adjusting Rings	$82.00 ea	$492.00
	1 ea	BFV Actuator	-$9,100.00 ea	-$9,100.00
		Air Valve Manholes		
		Station 0+93 to 1+07 - No Change		
		Station 12+35 to 12+50 - Add 2' Riser		
	1 ea	2" Concrete Riser Secction	$450.00 ea	$450.00
		Station 24+00 to 21+97 - Add 2' Riser		
	1 ea	2" Concrete Riser Secction	$450.00 ea	$450.00
		Blow Off Manholes		
		No Change to Blow-Off Manholes		
		Station 2+75 to 2+59		
		Station 29+25 to 29+22		
		Total Net Price This Item		**-$2,191.00**

Total Net Price For Alternate Items Listed Above **-$2,191.00**

All prices quoted include freight to jobsite. Applicable sales tax NOT INCLUDED.
If you have any questions, please feel free to call me at 432-967-3346.

Thanks for being our customer,

John Reinert

BENMARK
SUPPLY COMPANY INC

To: All Bidders
From: John Reinert
Re: Lubbock Pump Items

Item 1: **Lot ea** **Pump For BFV Vault**

1 ea FL51M-2 Pump 115V, 1/2HP
1 ea NEMA 4x Control Panel

3 ea 3 Float Bracket Kit
25 ft Power Cord

Not Included: Piping out of vault; SS Guide Rails or Lifting Chains

Total Net Price This Item **$3,286.00**

Total Net Price For Alternate Items Listed Above **$3,286.00**

All prices quoted include freight to jobsite. Applicable sales tax NOT INCLUDED.
If you have any questions, please feel free to call me at 432-967-3346.

Thanks for being our customer,

John Reinert

Quoted By: Rusty Buckley
Low Head C Pipeline
Lubbock, Tx.
This project is quoted- Non AIS or Buy America

BENMARK
SUPPLY COMPANY INC

Bid Item #D23 -EMO Actuators f/Exist BFVs

1 ea	EMO F/ 36" BFV	$9,100.00 ea	$9,100.00
1 ea	EMO F/ 30" BFV	$9,100.00 ea	$9,100.00
2 ea	72" X 11' Precast Vault- Type A Cover	$5,145.00 ea	$10,290.00
2 ea	Aluminum Ladder to fit 72" ID Vault	$413.65 ea	$827.30
2 ea	Valve Stem Extension	$428.45 ea	$856.90
4 ea	Stem Guide w/Brz Bshg (367-4960)	$167.50 ea	$670.00
SUBTOTAL- Bid Item #D23			$30,844.20

WCD-001 Exploratory Work for PS 7 24" Waterline Replacement

WORK CHANGE DIRECTIVE

		PROJECT NUMBER
PROJECT:	Low Head C Pipeline	15477
OWNER:	City of Lubbock	7339
CONTRACTOR:	Garney Construction	LUB19278
CM:	Freese & Nichols (Bret Calvert)	LUB19278
ENGINEER:	Freese and Nichols (Michael McBee)	

WORK CHANGE DIRECTIVE **001**

WCD Details: Exploration Work Necessary to confirm diameter and pipe type of the exiting 42/48 – Inch Water Line in front of the storage business north of Marsha Sharp & West 29th Drive. Exploration Work Necessary to confirm diameter and pipe type of the existing 24 – Inch Water Line on the south of Marsha Sharp & West 29th Drive. Exploration work necessary to locate the existing 20 – Inch Water Line location in relation to the 42/48 Inch Water Line connection point. If it is not located at the connection point then an attempt to locate it on the west side of 29th drive will be made. All exploratory work includes the use of Hydro Excavation by Riley Industrial, a Garney 335 Excavator, and a rental WA 380 loader. If anything, additional is needed this proposal will be revisited.

Item #	Engineering Directive #	Description	Qty	Unit	Cost Per	Extended Cost
#1		WCD - Exploratory Work - Do Not Exceed Price	1	LS	$ 57,526.41	$ 57,526.41
					Total	$ ~~57,526.41~~

$ 20,944.49

Contractor: Garney Construction By Ryan Moloney

Date: 09/03/21

Recommended for Payment by Engineer

By Michael McBee 09/03/2021

Date

Recommended for Payment by Construction Manager

By Bret Calvert 9/03/2021

Date

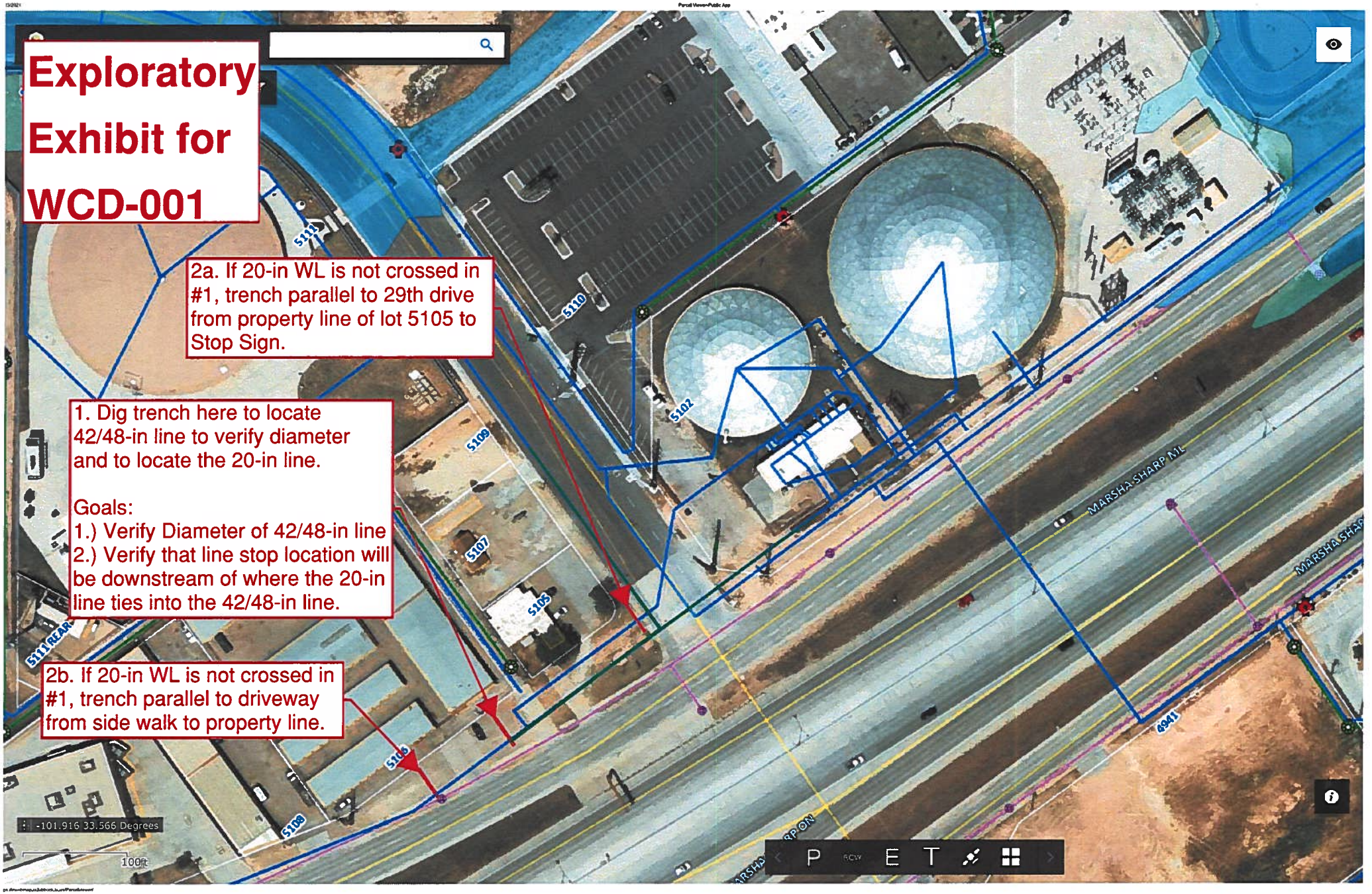
Approved for Payment by City of Lubbock

By 09/03/2021

Date

WCD-001 PS 7 Exploritory Work, Time and Materials Totals

9/7/2021 to 9/10/2021	$1,655.11
9/16/2021	$7,701.51
9/17/2021	$9,055.18
9/20/2021	$2,532.69
Total	$20,944.49


Exploratory Exhibit for WCD-001
2a. If 20-in WL is not crossed in #1, trench parallel to 29th drive from property line of lot 5105 to Stop Sign.
1. Dig trench here to locate 42/48-in line to verify diameter and to locate the 20-in line.
Goals:
1.) Verify Diameter of 42/48-in line
2.) Verify that line stop location will be downstream of where the 20-in line ties into the 42/48-in line.
2b. If 20-in WL is not crossed in #1, trench parallel to driveway from side walk to property line.
5111
5110
5102
5109
5107
5105
5111 REAR
5106
5108
MARSHA SHARP N/L
4941
-101.916 33.566 Degrees
100ft

1031 Andrews Highway Ste 304C, Midland, Texas, 79701
Phone: 816.741.4600
www.garney.com

City of Lubbock
1314 Ave K
Lubbock, Texas, 79401

09/01/2021

Attn: Josh Kristinek

Re: Exploratory Work Near Marsha Sharp

Dear Mr. Kristinek,

Garney has evaluated your request for the exploration work to confirm the pipe type & diameter of the existing utilities including the 42/48-Inch WL, 24-Inch, and 20-Inch located along North Marsha Sharp. Please see the attached Change Order Proposal 7339-03 which includes costs associated with the exploratory work detailed out in Work Change Directive 001. A scope breakdown is included following the Work Change Directive Cover Letter.

Garney would like to propose an increase in contract time of 5 days.

Garney would like to propose the Work Change Directive in the Not to Exceed amount of $57,526.41

To proceed forward with the anticipated project schedule, this proposal is considered good for 5 business days to help provide expedited services in lieu of Valve Lead Times.

This proposal represents the direct cost of the referenced work only. If additional work is required as a result of this change due to circumstances outside of Garney's control, this will be discussed and addressed under a separate cover.

Sincerely,

GARNEY COMPANIES, INC.

Ryan Moloney
Project Manager

CC: Bailey Ratcliff, Michael McBee, Bret Calvert, Taylor Kennedy

GENERAL SCOPE OF WORK PROPOSED BY GARNEY:

- Exploration Work Necessary to confirm diameter and pipe type of the exiting 42/48 – Inch Water Line in front of the storage business north of Marsha Sharp & West 29th Drive.
- Exploration Work Necessary to confirm diameter and pipe type of the exiting 24 – Inch Water Line on the south of Marsha Sharp & West 29th Drive.
- Exploration work necessary to locate the existing 20 – Inch Water Line location in relation to the 42/48 Inch Water Line connection point. If it is not located at the connection point then an attempt to locate it on the west side of 29th drive will be made.
- All exploratory work includes the use of Hydro Excavation by Riley Industrial, a Garney 335 Excavator, and a rental WA 380 loader. If anything, additional is needed this proposal will be revisited.

Change Order Proposal: 7339-01 Exploratory Work - Not To Exeed Costs 09/02/21

WCD Details: Exploration Work Necessary to confirm diameter and pipe type of the exiting 42/48 – Inch Water Line in front of the storage business north of Marsha Sharp & West 29th Drive.

Exploration Work Necessary to confirm diameter and pipe type of the exiting 24 – Inch Water Line on the south of Marsha Sharp & West 29th Drive.

Exploration work necessary to locate the existing 20 – Inch Water Line location in relation to the 42/48 Inch Water Line connection point. If it is not located at the connection point then an attempt to locate it on the west side of 29th drive will be made.

All exploratory work includes the use of Hydro Excavation by Riley Industrial, a Garney 335 Excavator, and a rental WA 380 loader. If anything, additional is needed this proposal will be revisited.

Classification	Un-Burdened Base Rate	FOA And Medicare 7.65%	Federal Unemployment 0.60%	State Unemployment (Texas) 1.76%	Workmen's Compensation (Texas) 5.70%	General Liability Insurance 1.78%	Pension (ESOP) 12.00%	Pension (401K) 3.50%	Holiday (3.5%) 3.50%	Vacation (6%) 6.00%	Consumables 9.50%	Health & Dental Insurance $4.53/hour (Per Hour x 40) $ 5.06	Group Life Insurance (Per Hour x 40) Variable	Vehicle Allowance variable per class	Vehicle Fuel and Maintenance $ 4.50	Regular Time =SUM(D:O) Costs	Over Time =SUM(D:L)*1.5 Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILLING RATE
43 PROJECT MANAGER: ASSISTANT PRIMARY	$ 40.72	$ 3.12	$ 0.24	$ 0.72	$ 2.32	$ 0.73	$ 4.89	$ 1.43	$ 1.43	$ 2.44	$ 3.87	$ 5.06	$ 0.09	$ 5.00	$ 4.50	$ 76.54	$ 92.84	32		$ 2,449.43
43 PROJECT MANAGER: ASSISTANT SECONDARY	$ 37.81	$ 2.89	$ 0.23	$ 0.67	$ 2.16	$ 0.67	$ 4.54	$ 1.32	$ 1.32	$ 2.27	$ 3.59	$ 5.06	$ 0.07	$ 5.00	$ 4.50	$ 72.10	$ 86.20	16		$ 1,153.61
53 SUPERINTENDENT:	$ 53.00	$ 4.05	$ 0.32	$ 0.93	$ 3.02	$ 0.94	$ 6.36	$ 1.86	$ 1.86	$ 3.18	$ 5.04	$ 5.06	$ 0.10	$ 7.50	$ 4.50	$ 97.72	$ 120.83	32		$ 3,127.03
60 OPERATOR: HOURLY	$ 27.75	$ 2.12	$ 0.17	$ 0.49	$ 1.58	$ 0.49	$ 3.33	$ 0.97	$ 0.97	$ 1.67	$ 2.64	$ 5.06	$ 0.04	$ -	$ -	$ 47.28	$ 63.27	64	16.0	$ 4,038.04
70 LABORER: HOURLY	$ 22.00	$ 1.68	$ 0.13	$ 0.39	$ 1.25	$ 0.39	$ 2.64	$ 0.77	$ 0.77	$ 1.32	$ 2.09	$ 5.06	$ 0.04	$ -	$ -	$ 38.54	$ 50.16	64	16.0	$ 3,268.97
																			TOTAL:	$ 25,737.28

PER DIEM	Days for this Work	Long Term Crews: Monthly Per Diem	Long Term Crews: Working Days per Month	Long Term Crews: Daily Per Diem	Short Term Crews: Fuel	Short Term Crews: Hotel	Short Term Crews: Food	Total Subsitance
43 PROJECT MANAGER: ASSISTANT	4.00	$ 1,700.00	22.00	$ 77.27				$ 309.09
53 SUPERINTENDENT:	4.00	$ 2,250.00	22.00	$ 102.27				$ 409.09
60 OPERATOR: HOURLY	8.00	$ 800.00	22.00	$ 36.36				$ 290.91
70 LABORER: HOURLY	8.00	$ 800.00	22.00	$ 36.36				$ 290.91
							TOTAL	$ 1,300.00

EQUIPMENT Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 335 Excavator	$ 185.00		$ 1,245.00	3.00	$ 4,970.00		$ 17,740.00		$ 74.76	30.00	$ 965.00	2.00	$ 7,907.80
Komatsu WA 380 - Rental	$ 94.00		$ 625.00	3.00	$ 2,500.00		$ 8,925.00		$ 33.62	30.00	$ 965.00	2.00	$ 4,813.60
													$ -
													$ -
													$ -
											$ -		$ -
												TOTAL	$ 12,721.40

MATERIALS Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Garney Trench Boxes & Plates		Garney Trench Boxes & Plates	1	LS	$ -	$ -
						$ -
						$ -
						$ -
					TOTAL	$ -

SERVICES Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Riley Industrail Services		Potholing Services	3	DAY	$ 2,500.00	$ 7,500.00
Hourly Trucking - Western Logistics		Hauling Backfill Material for Potholing	8	HR	$ 85.00	$ 680.00
						$ -
						$ -
						$ -
					TOTAL	$ 8,180.00

Summary:	TOTALS
Direct Cost of Labor	$ 25,737.28
Direct Cost of Per Diem	$ 1,300.00
Direct Cost of Equipment	$ 12,721.40
Direct Cost of Materials	$ -
Direct Cost of Subcontractor	$ 8,180.00
Contractor's Fee	$ 9,587.74
Subtotal	$ 57,526.41
Direct Cost of Bond Premium	$ -
TOTAL COST	$ 57,526.41

EquipmentWatch

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All prices shown in US dollars ($)

Rental Rate Blue Book®

January 15, 2021

Caterpillar 335F L CR
Crawler Mounted Hydraulic Excavators

Size Class:
40.1 - 50.0 MTons
Weight:
N/A

Configuration for 335F L CR

Bucket Capacity	**2.2 cu yd**	Horsepower	**199.8 hp**
Operating Weight	**84604.6 lbs**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $17,740.00	USD $4,970.00	USD $1,245.00	USD $185.00	USD $74.76	USD $175.56
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $17,740.00**	**USD $4,970.00**	**USD $1,245.00**	**USD $185.00**	**USD $74.76**	**USD $175.56**

Non-Active Use Rates

	Hourly
Standby Rate	USD $52.41
Idling Rate	USD $122.00

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42%	USD $7,450.80/mo
Overhaul (ownership)	48%	USD $8,515.20/mo
CFC (ownership)	3%	USD $532.20/mo
Indirect (ownership)	7%	USD $1,241.80/mo
Fuel (operating) @ USD 2.53	28%	USD $21.20/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for HEATHER MANNING (hmanning@garney.com)

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All prices shown in US dollars ($)

Rental Rate Blue Book®

September 2, 2021

Komatsu WA380-8
4-Wd Articulated Wheel Loaders

Size Class:
175 - 199 HP
Weight:
N/A



Configuration for WA380-8

Bucket Capacity	**4.3 cu yd**	Horsepower	**191.0 hp**
Operator Protection	**EROPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $8,925.00	USD $2,500.00	USD $625.00	USD $94.00	USD $33.62	USD $84.33
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $8,925.00**	**USD $2,500.00**	**USD $625.00**	**USD $94.00**	**USD $33.62**	**USD $84.33**

Non-Active Use Rates	Hourly
Standby Rate	USD $31.44
Idling Rate	USD $62.33

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	47%	USD $4,194.75/mo
Overhaul (ownership)	38%	USD $3,391.50/mo
CFC (ownership)	3%	USD $267.75/mo
Indirect (ownership)	12%	USD $1,071.00/mo
Fuel (operating) @ USD 3.27	35%	USD $11.62/hr

Revised Date: 3rd quarter 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for DUSTIN CRONIN (dcronin@garney.com)

www.equipmentwatch.com

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WCD: 7339-01 9/7/21 to 9/10/21

WCD Daily Details: Working with locators and white flagging the jobsite
Made multiple onsite visits with locators and researching as-builts.

Classification	Un-Burdened Base Rate	FOA And Medicare 7.65%	Federal Unemployment 0.60%	State Unemployment (Texas) 1.76%	Workmen's Compensation (Texas) 5.70%	General Liability Insurance 1.78%	Pension (1SOP) 12.00%	Pension (401K) 3.50%	Holiday (3.5%) 3.50%	Vacation (6%) 6.00%	Consumables 9.50%	Health & Dental Insurance $4.53/hour (Per Hour x 40) $ 5.06	Group Life Insurance (Per Hour x 40) Variable	Vehicle Allowance variable per class	Vehicle Fuel and Maintenance $ 4.50	Regular Time =SUM(D:H) Costs	Over Time =SUM(D:I)*1.5 Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
43 PROJECT MANAGER: ASSISTANT PRIMARY	$ 40.72	$ 3.12	$ 0.24	$ 0.72	$ 2.32	$ 0.73	$ 4.89	$ 1.43	$ 1.43	$ 2.44	$ 3.87	$ 5.06	$ 0.09	$ 5.00	$ 4.50	$ 79.54	$ 92.84	16		$ 1,224.71
43 PROJECT MANAGER: ASSISTANT SECONDARY	$ 37.81	$ 2.89	$ 0.23	$ 0.67	$ 2.16	$ 0.67	$ 4.54	$ 1.32	$ 1.32	$ 2.27	$ 3.59	$ 5.06	$ 0.07	$ 5.00	$ 4.50	$ 72.10	$ 86.20			$ -
53 SUPERINTENDENT:	$ 53.00	$ 4.05	$ 0.32	$ 0.93	$ 3.02	$ 0.94	$ 6.36	$ 1.86	$ 1.86	$ 3.18	$ 5.04	$ 5.06	$ 0.10	$ 7.50	$ 4.50	$ 97.72	$ 120.83			$ -
60 OPERATOR: HOURLY	$ 27.75	$ 2.12	$ 0.17	$ 0.49	$ 1.58	$ 0.49	$ 3.33	$ 0.97	$ 0.97	$ 1.67	$ 2.64	$ 5.06	$ 0.04	$ -	$ -	$ 47.28	$ 63.27			$ -
70 LABORER: HOURLY	$ 22.00	$ 1.68	$ 0.13	$ 0.39	$ 1.25	$ 0.39	$ 2.64	$ 0.77	$ 0.77	$ 1.32	$ 2.09	$ 5.06	$ 0.06	$ -	$ -	$ 38.54	$ 50.16			$ -
																			TOTAL	$ 1,224.71

PER DIEM	Days for this Work	Long Term Crews: Monthly Per Diem	Long Term Crews: Working Days per Month	Long Term Crews: Daily Per Diem	Short Term Crews: Fuel	Short Term Crews: Hotel	Short Term Crews: Food	Total Substance
43 PROJECT MANAGER: ASSISTANT PRIMARY	2.00	$ 1,700.00	22.00	$ 77.27				$ 154.55
53 SUPERINTENDENT:		$ 2,250.00	22.00	$ 102.27				$ -
60 OPERATOR: HOURLY		$ 800.00	22.00	$ 36.36				$ -
70 LABORER: HOURLY		$ 800.00	22.00	$ 36.36				$ -
							TOTAL	$ 154.55

EQUIPMENT Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr.	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 335 Excavator	$ 185.00		$ 1,245.00		$ 4,970.00		$ 17,760.00		$ 79.78		$ 965.00		$ -
Komatsu WA 380 - Rental	$ 94.00		$ 625.00		$ 2,500.00		$ 8,925.00		$ 33.63		$ 965.00		$ -
Garney Trench Box	$ -		$ -		$ -		$ -		$ -		$ 250.00		$ -
John Deere 310	$ 36.00		$ 240.00		$ 960.00		$ 3,425.00		$ 23.27				$ -
													$ -
											$ -		$ -
												TOTAL	$ -

MATERIALS Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
						$ -
						$ -
					TOTAL	$ -

SERVICES Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Riley Industrial Services		Potholing Services ($250/HR)	0	Day	$ 2,500.00	$ -
Hourly Trucking - Western Logistics		Hauling Backfill Material for Potholing	0	HR	$ 85.00	$ -
						$ -
					TOTAL	$ -

Summary:	TOTALS
Direct Cost of Labor	$ 1,224.71
Direct Cost of Per Diem	$ 154.55
Direct Cost of Equipment	$ -
Direct Cost of Materials	$ -
Direct Cost of Subcontractor	$ -
Contractor's Fee	$ 279.85
Subtotal	$ [illegible]
Direct Cost of Bond Premium	$ -
TOTAL COST	1,659.11

Garney Representative:

Signature *Date*

Recommended for Payment by:
Freese and Nichols Engineering

Signature *Date*

WCD: 7339-01 09/16/21

WCD Daily Details: Riley Industrial onsite for daily rate to hydro excavate the 42"/48" and 20" lines in front of the storage facility.

Found 42"/48" line and have searched multiple locations for the 20" line and have not found it yet.

Mobilized 335 excavator and joint box to 29th street.

Talked with Suddenlink representative (Chris Graham - 806-7777-2446) onsite and discussed location of live fiber and shadow conduit in relation to the 24" waterline on the south side of Marsha Sharp.

Classification	Un-Burdened Base Rate	FCIA And Medicare 7.65%	Federal Unemployment 0.60%	State Unemployment (Texas) 1.76%	Workmen's Compensation (Texas) 5.70%	General Liability Insurance 1.78%	Pension (ESOP) 12.00%	Pension (401K) 3.50%	Holiday (3.5%) 3.50%	Vacation (6%) 6.00%	Consumables 9.50%	Health & Dental Insurance $4.53/hour (Per Hour x 40) $ 5.06	Group Life Insurance (Per Hour x 40) Variable	Vehicle Allowance variable per class	Vehicle Fuel and Maintenance $ 4.50	Regular Time =SUM(D:O) Costs	Over Time =SUM(D:L)*1.5 Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
43 PROJECT MANAGER: ASSISTANT PRIMARY	$ 40.72	$ 3.12	$ 0.24	$ 0.72	$ 2.32	$ 0.73	$ 4.89	$ 1.43	$ 1.43	$ 2.44	$ 3.87	$ 5.06	$ 0.09	$ 5.00	$ 4.50	$ 76.54	$ 92.84	8		$ 612.36
43 PROJECT MANAGER: ASSISTANT SECONDARY	$ 37.81	$ 2.89	$ 0.23	$ 0.67	$ 2.16	$ 0.67	$ 4.54	$ 1.32	$ 1.32	$ 2.27	$ 3.59	$ 5.06	$ 0.07	$ 5.00	$ 4.50	$ 72.10	$ 86.20			$ -
53 SUPERINTENDENT:	$ 53.00	$ 4.05	$ 0.32	$ 0.93	$ 3.02	$ 0.94	$ 6.36	$ 1.86	$ 1.86	$ 3.18	$ 5.04	$ 5.06	$ 0.10	$ 7.50	$ 4.50	$ 97.72	$ 120.83	4		$ 390.88
60 OPERATOR: HOURLY	$ 27.75	$ 2.12	$ 0.17	$ 0.49	$ 1.58	$ 0.49	$ 3.33	$ 0.97	$ 0.97	$ 1.67	$ 2.64	$ 5.06	$ 0.04	$ -	$ -	$ 47.28	$ 63.27	3		$ 141.83
70 LABORER: HOURLY	$ 22.00	$ 1.68	$ 0.13	$ 0.39	$ 1.25	$ 0.39	$ 2.64	$ 0.77	$ 0.77	$ 1.32	$ 2.09	$ 5.06	$ 0.04	$ -	$ -	$ 38.54	$ 50.16	10		$ 385.38
																			TOTAL:	$ 1,530.45

PER DIEM	Days for this Work	Long Term Crews: Monthly Per Diem	Working Days per Month	Daily Per Diem	Short Term Crews: Fuel	Hotel	Food	Total Substance
43 PROJECT MANAGER: ASSISTANT PRIMARY	1.00	$ 1,700.00	22.00	$ 77.27				$ 77.27
53 SUPERINTENDENT:	0.50	$ 2,250.00	22.00	$ 102.27				$ 51.14
60 OPERATOR: HOURLY	0.50	$ 800.00	22.00	$ 36.36				$ 18.18
70 LABORER: HOURLY	1.00	$ 800.00	22.00	$ 36.36				$ 36.36
							TOTAL	$ 182.95

EQUIPMENT Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr.	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 335 Excavator	$ 185.00	4.00	$ 1,245.00		$ 4,970.00		$ 17,740.00		$ 74.76	2.00	$ 965.00	1.00	$ 1,854.52
Komatsu WA 380 - Rental	$ 94.00		$ 625.00		$ 2,500.00		$ 8,925.00		$ 33.62		$ 965.00		$ -
Garney Trench Box	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ 350.00	1.00	$ 350.00
John Deere 310	$ 36.00		$ 240.00		$ 960.00		$ 3,425.00		$ 21.29				$ -
													$ -
											$ -		$ -
												TOTAL	$ 2,204.52

MATERIALS Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
						$ -
						$ -
					TOTAL	$ -

SERVICES Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Riley Industrial Services		Potholing Services ($250/HR)	1	Day	$ 2,500.00	$ 2,500.00
Hourly Trucking - Western Logistics		Hauling Backfill Material for Potholing	0	HR	$ 85.00	$ -
						$ -
					TOTAL	$ 2,500.00

Summary:	TOTALS
Direct Cost of Labor	$ 1,530.45
Direct Cost of Per Diem	$ 182.95
Direct Cost of Equipment	$ 2,204.52
Direct Cost of Materials	$ -
Direct Cost of Subcontractor	$ 2,500.00
Contractor's Fee	$ 1,283.59
Subtotal	$ 7,701.51
Direct Cost of Bond Premium	$ -
TOTAL COST	$ 7,701.51

WCD: 7339-01 09/17/21

Garney CONSTRUCTION — ADVANCING WATER

WCD Daily Details: Riley Industrial onsite for daily rate to hydro excavate the 24" line on Southeast side of Marsha Sharp and help hydro excavate the 42"/48" and 20" in front of the storage facility.

Exposed the 48" waterline and verified OD to be 13.94'.

Exposed the 20" waterline, 48" x20" tee, and buttstrap on 48" waterline in front of storage facility.

Exposed 8" steel gas line that parallels the 24" waterline on the Southeast side of Marsha Sharp at 5'-6" Deep. Suddenlink fiber and shadow conduit is at 7' deep.

24" Waterline on the Southeast side of Marsha Sharp is approximately 10'-10" deep and is under fiber conduit and sidewalk.

Classification	Un-Burdened Base Rate	FCIA And Medicare 7.65%	Federal Unemployment 0.60%	State Unemployment (Texas) 1.76%	Workmen's Compensation (Texas) 5.70%	General Liability Insurance 1.78%	Pension (ESOP) 12.00%	Pension (401K) 3.50%	Holiday (3.5%) 3.50%	Vacation (6%) 6.00%	Consumables 9.50%	Health & Dental Insurance $4.53/hour (Per Hour x 40) $ 5.06	Group Life Insurance (Per Hour x 40) Variable	Vehicle Allowance variable per class	Vehicle Fuel and Maintenance $ 4.50	Regular Time =SUM(D:O) Costs	Over Time =SUM(D:L)*1.5 Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILLING RATE
43 PROJECT MANAGER: ASSISTANT PRIMARY	$ 40.72	$ 3.12	$ 0.24	$ 0.72	$ 2.32	$ 0.73	$ 4.89	$ 1.43	$ 1.43	$ 2.44	$ 3.87	$ 5.06	$ 0.09	$ 5.00	$ 4.50	$ 76.54	$ 92.84	8		$ 612.36
43 PROJECT MANAGER: ASSISTANT SECONDARY	$ 37.81	$ 2.89	$ 0.23	$ 0.67	$ 2.16	$ 0.67	$ 4.54	$ 1.32	$ 1.32	$ 2.27	$ 3.59	$ 5.06	$ 0.07	$ 5.00	$ 4.50	$ 72.10	$ 86.20			$ -
53 SUPERINTENDENT:	$ 53.00	$ 4.05	$ 0.32	$ 0.93	$ 3.02	$ 0.94	$ 6.36	$ 1.86	$ 1.86	$ 3.18	$ 5.04	$ 5.06	$ 0.10	$ 7.50	$ 4.50	$ 97.72	$ 120.83	8		$ 781.76
60 OPERATOR: HOURLY	$ 27.75	$ 2.12	$ 0.17	$ 0.49	$ 1.58	$ 0.49	$ 3.33	$ 0.97	$ 0.97	$ 1.67	$ 2.64	$ 5.06	$ 0.04	$ -	$ -	$ 47.28	$ 63.27	8		$ 378.22
70 LABORER: HOURLY	$ 22.00	$ 1.68	$ 0.13	$ 0.39	$ 1.25	$ 0.39	$ 2.64	$ 0.77	$ 0.77	$ 1.32	$ 2.09	$ 5.06	$ 0.04	$ -	$ -	$ 38.54	$ 50.16	16		$ 616.61
																			TOTAL	$ 2,388.95

PER DIEM	Days for this Work	Long Term Crews: Monthly Per Diem	Long Term Crews: Working Days per Month	Long Term Crews: Daily Per Diem	Short Term Crews: Fuel	Short Term Crews: Hotel	Short Term Crews: Food	Total Substance
43 PROJECT MANAGER: ASSISTANT PRIMARY	1.00	$ 1,700.00	22.00	$ 77.27				$ 77.27
53 SUPERINTENDENT:	1.00	$ 2,250.00	22.00	$ 102.27				$ 102.27
60 OPERATOR: HOURLY	1.00	$ 800.00	22.00	$ 36.36				$ 36.36
70 LABORER: HOURLY	2.00	$ 800.00	22.00	$ 36.36				$ 72.73
							TOTAL	$ 288.64

EQUIPMENT Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr.	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 335 Excavator	$ 185.00		$ 1,245.00	1.00	$ 4,970.00		$ 17,740.00		$ 74.76	8.00	$ 965.00		$ 1,843.08
Komatsu WA 380 - Rental	$ 94.00		$ 625.00		$ 2,500.00		$ 8,925.00		$ 33.62		$ 965.00		$ -
Garney Trench Box	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ 350.00		$ -
John Deere 310	$ 36.00		$ 240.00	1.00	$ 960.00		$ 3,425.00		$ 21.29	8.00			$ 410.32
Rental 24" Bucket for 335 Excavator			$ 115.00	1.00									$ 115.00
											$ -		$ -
												TOTAL	$ 2,368.40

MATERIALS Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
						$ -
						$ -
					TOTAL	$ -

SERVICES Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Riley Industrial Services		Potholing Services ($250/HR)	1	Day	$ 2,500.00	$ 2,500.00
Hourly Trucking - Western Logistics		Hauling Backfill Material for Potholing	0	HR	$ 85.00	$ -
						$ -
					TOTAL	$ 2,500.00

Summary:	TOTALS
Direct Cost of Labor	$ 2,388.95
Direct Cost of Per Diem	$ 288.64
Direct Cost of Equipment	$ 2,368.40
Direct Cost of Materials	$ -
Direct Cost of Subcontractor	$ 2,500.00
Contractor's Fee	$ 1,509.20
Subtotal	$ 9,055.18
Direct Cost of Bond Premium	$
TOTAL COST	$ 9,055.18

WCD: 7339-01 09/20/21

WCD Daily Details: Demobilization of CAT 335 and Trench Box from site.

Classification	Un-Burdened Base Rate	FCIA And Medicare 7.65%	Federal Unemployment 0.60%	State Unemployment (Texas) 1.76%	Workmen's Compensation (Texas) 5.70%	General Liability Insurance 1.78%	Pension (ESOP) 12.00%	Pension (401K) 3.50%	Holiday (3.5%) 3.50%	Vacation (6%) 6.00%	Consumables 9.50%	Health & Dental Insurance $4.53/hour (Per Hour x 40) $ 5.06	Group Life Insurance (Per Hour x 40) Variable	Vehicle Allowance variable per class	Vehicle Fuel and Maintenance $ 4.50	Regular Time =SUM(D:O) Costs	Over Time =SUM(D:L)*1.5 Costs	Regular Time Hours	Over Time Hours	SUGGESTED BILING RATE
43 PROJECT MANAGER: ASSISTANT PRIMARY	$ 40.72	$ 3.12	$ 0.24	$ 0.72	$ 2.32	$ 0.73	$ 4.89	$ 1.43	$ 1.43	$ 2.44	$ 3.87	$ 5.06	$ 0.09	$ 5.00	$ 4.50	$ 76.54	$ 92.84	2		$ 153.09
43 PROJECT MANAGER: ASSISTANT SECONDARY	$ 37.81	$ 2.89	$ 0.23	$ 0.67	$ 2.16	$ 0.67	$ 4.54	$ 1.32	$ 1.32	$ 2.27	$ 3.59	$ 5.06	$ 0.07	$ 5.00	$ 4.50	$ 72.10	$ 86.20			$ -
53 SUPERINTENDENT:	$ 53.00	$ 4.05	$ 0.32	$ 0.93	$ 3.02	$ 0.94	$ 6.36	$ 1.86	$ 1.86	$ 3.18	$ 5.04	$ 5.06	$ 0.10	$ 7.50	$ 4.50	$ 97.72	$ 120.83			$ -
60 OPERATOR: HOURLY	$ 27.75	$ 2.12	$ 0.17	$ 0.49	$ 1.58	$ 0.49	$ 3.33	$ 0.97	$ 0.97	$ 1.67	$ 2.64	$ 5.06	$ 0.04	$ -	$ -	$ 47.28	$ 63.27	2		$ 94.56
70 LABORER: HOURLY	$ 22.00	$ 1.68	$ 0.13	$ 0.39	$ 1.25	$ 0.39	$ 2.64	$ 0.77	$ 0.77	$ 1.32	$ 2.09	$ 5.06	$ 0.04	$ -	$ -	$ 38.54	$ 50.16			$ -
																			TOTAL:	$ 247.64

PER DIEM	Days for this Work	Long Term Crews: Monthly Per Diem	Working Days per Month	Daily Per Diem	Short Term Crews: Fuel	Hotel	Food	Total Substance
43 PROJECT MANAGER: ASSISTANT PRIMARY	0.25	$ 1,700.00	22.00	$ 77.27				$ 19.32
53 SUPERINTENDENT:		$ 2,250.00	22.00	$ 102.27				$ -
60 OPERATOR: HOURLY	0.25	$ 800.00	22.00	$ 36.36				$ 9.09
70 LABORER: HOURLY		$ 800.00	22.00	$ 36.36				$ -
							TOTAL	$ 28.41

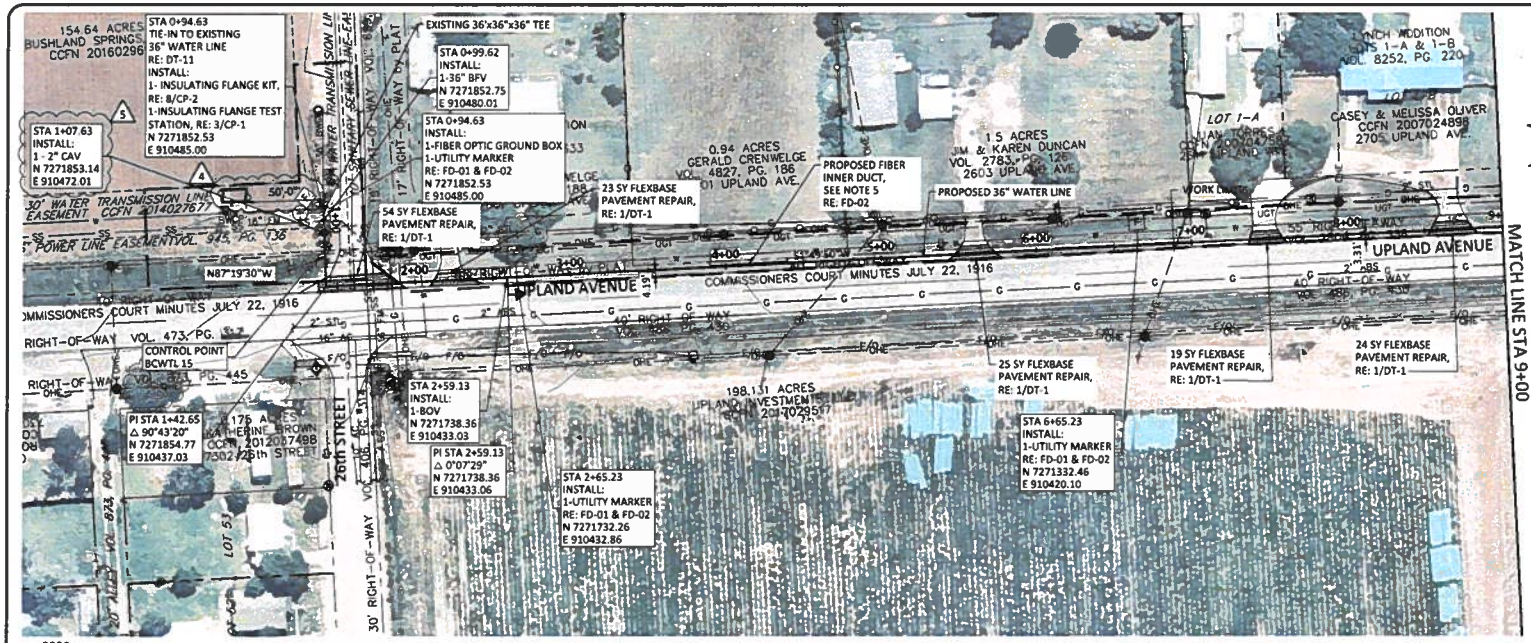
EQUIPMENT Description	Hourly Rate	Hours On Site	Daily Rate	Days On Site	Weekly Rate	Weeks On Site	Monthly Rate	Months On Site	Operating Cost/Hr.	Operating Hours	Delivery / Pick Up	Quantity	Extended Cost
CAT 335 Excavator	$ 185.00	2.00	$ 1,245.00		$ 4,970.00		$ 17,740.00		$ 74.76	2.00	$ 965.00	1.00	$ 1,484.52
Komatsu WA 380 - Rental	$ 94.00		$ 625.00		$ 2,500.00		$ 8,925.00		$ 33.62		$ 965.00		$ -
Garney Trench Box	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ 350.00	1.00	$ 350.00
John Deere 310	$ 36.00		$ 240.00		$ 960.00		$ 3,425.00		$ 21.29				$ -
													$ -
											$ -		$ -
												TOTAL	$ 1,834.52

MATERIALS Vendor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
						$ -
						$ -
					TOTAL	$ -

SERVICES Vendor / Subcontractor	Reference	Description	Quantity	Unit	Unit Cost	Extended Cost
Riley Industrial Services		Potholing Services ($250/HR)	0	Day	$ 2,500.00	$ -
Hourly Trucking - Western Logistics		Hauling Backfill Material for Potholing	0	HR	$ 85.00	$ -
						$ -
					TOTAL	$ -

Summary:	TOTALS
Direct Cost of Labor	$ 247.64
Direct Cost of Per Diem	$ 28.41
Direct Cost of Equipment	$ 1,834.52
Direct Cost of Materials	$ -
Direct Cost of Subcontractor	$ -
Contractor's Fee	$ 422.11
Subtotal	$ 2,532.69
Direct Cost of Bond Premium	$ -
TOTAL COST	2,532.69

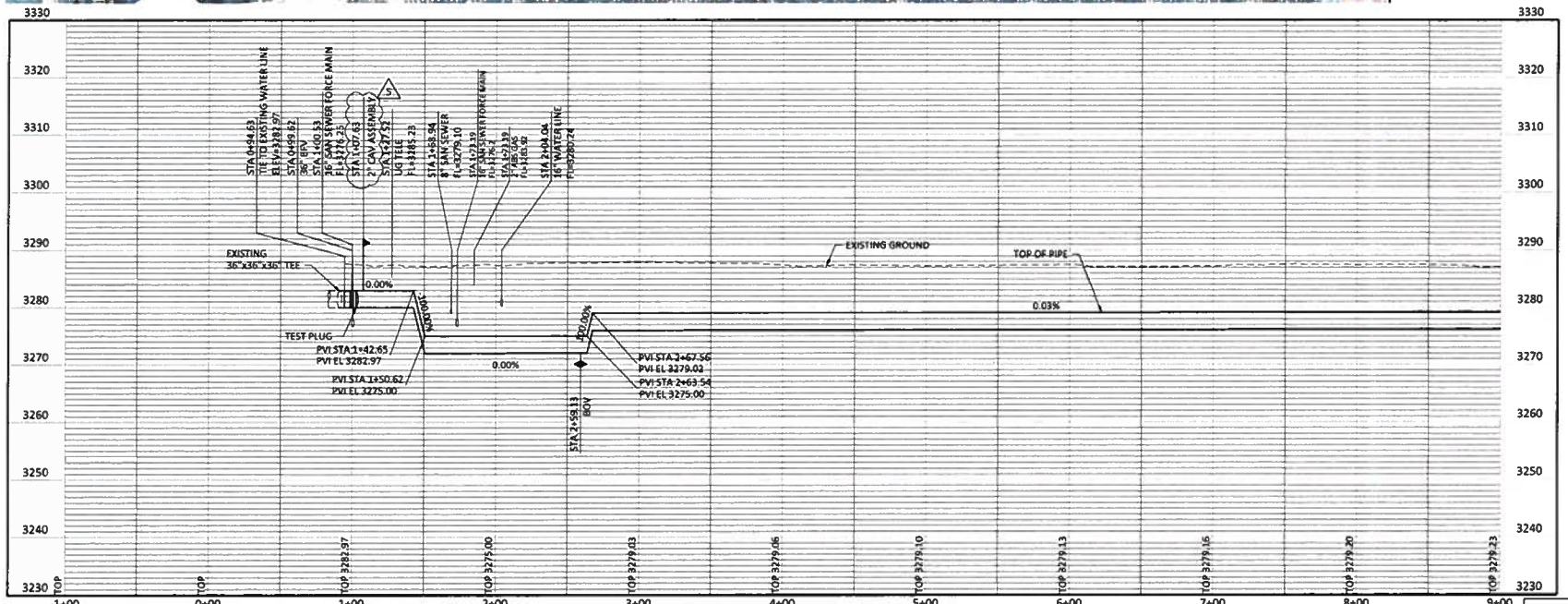
Revised Signed and Sealed Plan Sheets Associated with CO-001



CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA. 48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. WORK LIMITS ARE SHOWN ON THIS SHEET. ROAD CROSSINGS ARE TO BE OPEN CUT ONE LANE AT A TIME. CONTRACTOR SHALL MAINTAIN TWO LANES OF TRAFFIC ON UPLAND AT ALL TIMES, AND CONSTRUCT TEMPORARY BYPASS IF NECESSARY.
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5. FIBER INNER DUCT SHALL BE INSTALLED ON THE SIDE OF THE PIPELINE FURTHEST FROM THE STREET.



NORTH
0 40' 80'
SCALE IN FEET
HORIZONTAL
0 10' 20'
SCALE IN FEET
VERTICAL

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

STATE OF TEXAS
CHARLES H. EDWARDS
118642
LICENSED PROFESSIONAL ENGINEER
10/21/2021

FREESE NICHOLS
4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4895
Phone (817) 735-7300
Web: www.freese.com

CITY OF LUBBOCK, TEXAS

LOW HEAD C PIPELINE

PIPELINE PLAN AND PROFILE

PLAN AND PROFILE STA. 1+00 TO STA. 9+00

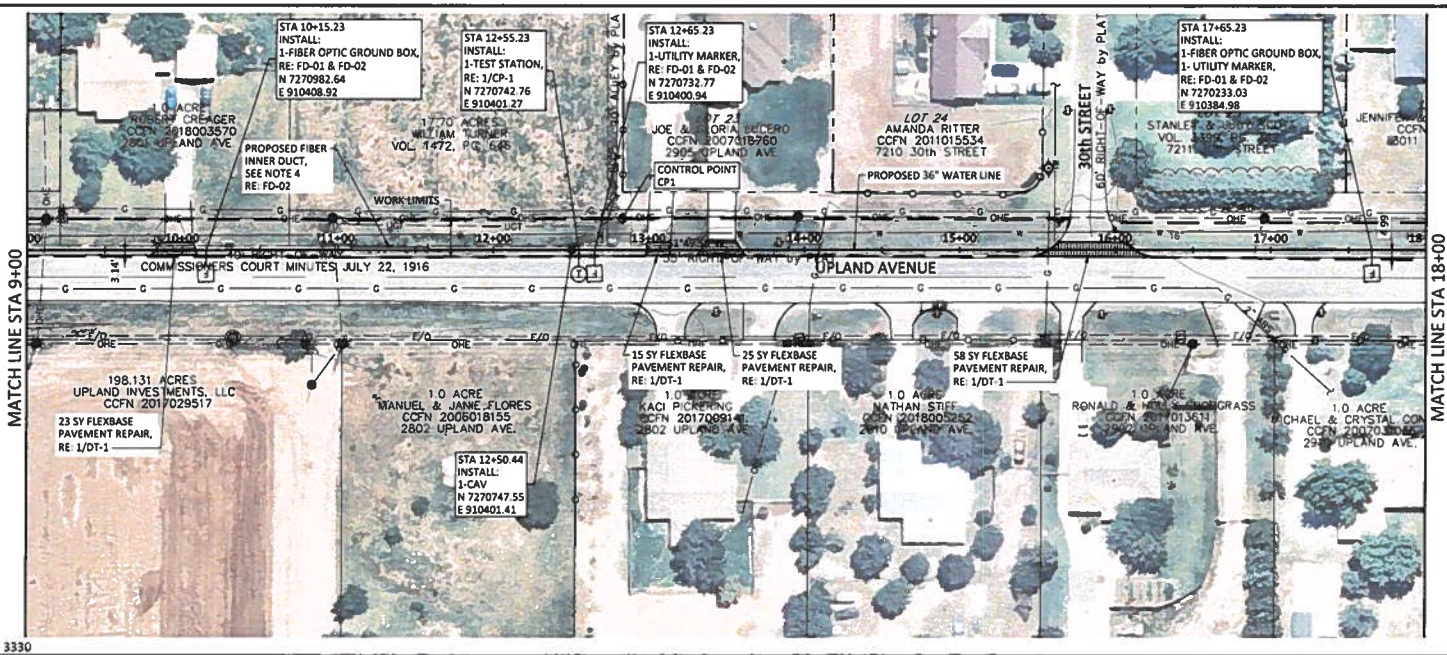
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1	CHANGE ORDER NO. 1	CHE	10/20/21	
2	REQUEST FOR CHANGE PROPOSAL NO. 2	MAM	08/04/21	DATE SEPT. 2020
1	REQUEST FOR CHANGE PROPOSAL NO. 1	MAM	05/10/21	DESIGNED CHE
	ISSUED FOR CONSTRUCTION	MAM	01/27/21	DRAWN MDC
	ADDENDUM NO. 2	MAM	11/12/20	REVIEWED MDC
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0 1"				CV-WLC-PP-WATR01.dwg

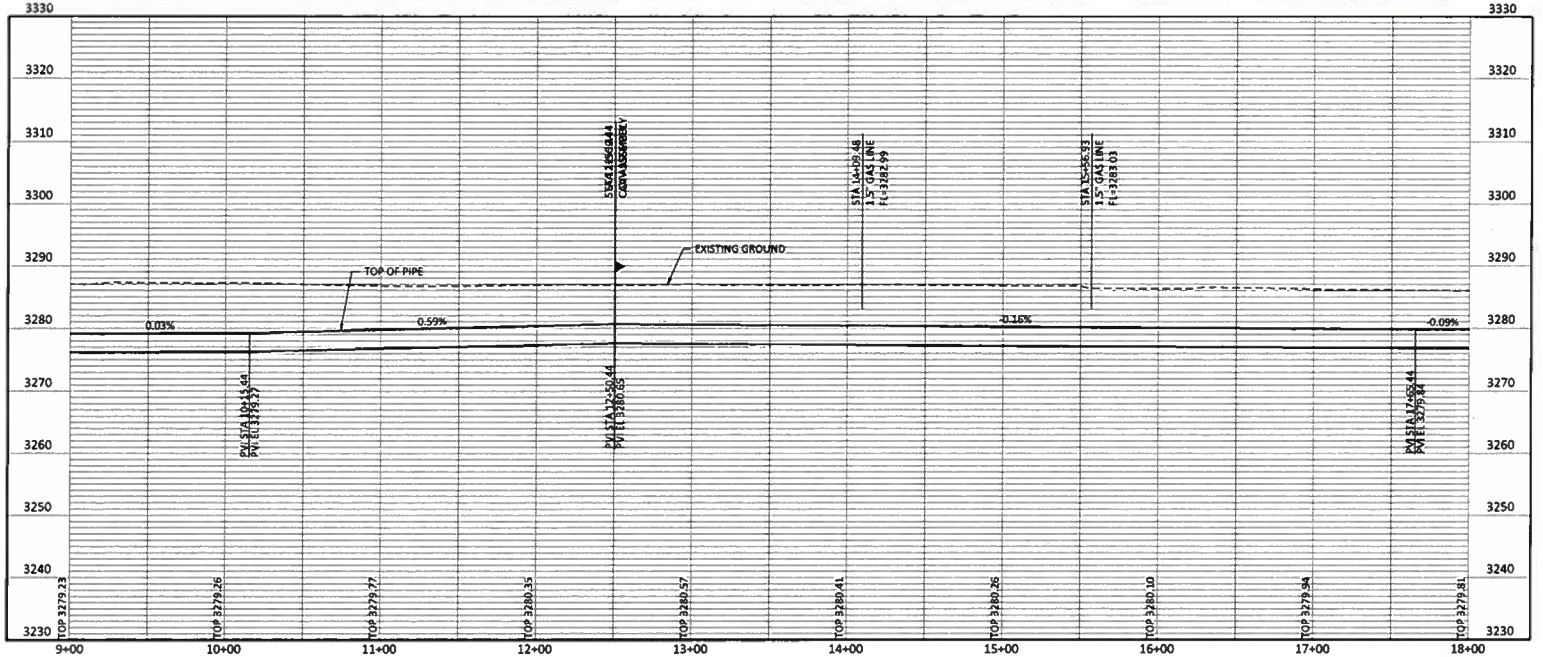
SHEET WL-1

ISSUED FOR CONSTRUCTION

SEQ. 7

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Filename: N:\WTU\Drawings\Waterline\CV-WLC-PP-WATR01.dwg
Last Saved 10/21/2021 4:44 PM Saved By: 02930





NOTES:

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4. FIBER INNER DUCT SHALL BE INSTALLED ON THE SIDE OF THE PIPELINE FURTHEST FROM THE STREET.

NORTH

SCALE IN FEET HORIZONTAL: 0 40' 80'

SCALE IN FEET VERTICAL: 0 10' 20'

ISSUED FOR CONSTRUCTION

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

CHARLES H. GREEN
118842
LICENSED PROFESSIONAL ENGINEER
07-01-21

FREESE NICHOLS
4055 International Plaza, Suite 200
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Web www.freese.com

CITY OF LUBBOCK, TEXAS

LOW HEAD C PIPELINE

PIPELINE PLAN AND PROFILE

PLAN AND PROFILE STA. 9+00 TO STA. 18+00

NO	ISSUE	BY	DATE
1	CHANGE ORDER NO. 1	CHE	09/03/21
0	ISSUED FOR CONSTRUCTION	MAM	01/27/21

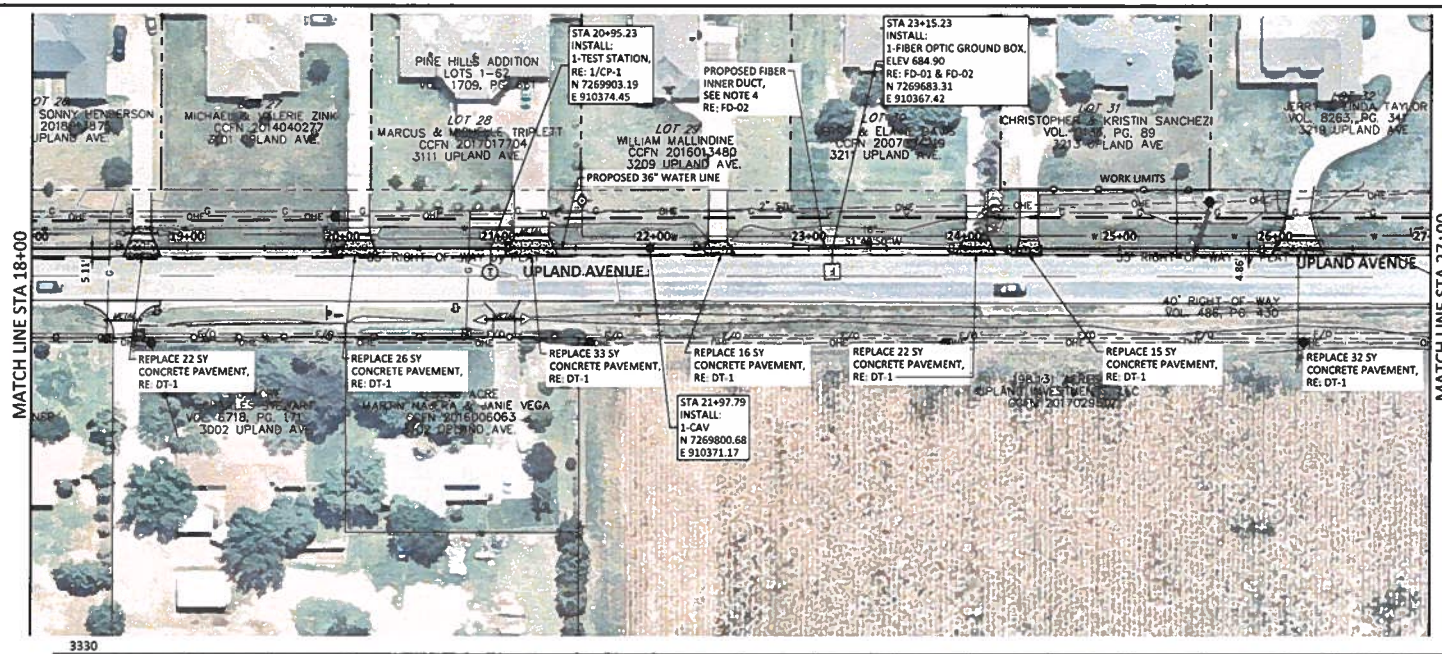
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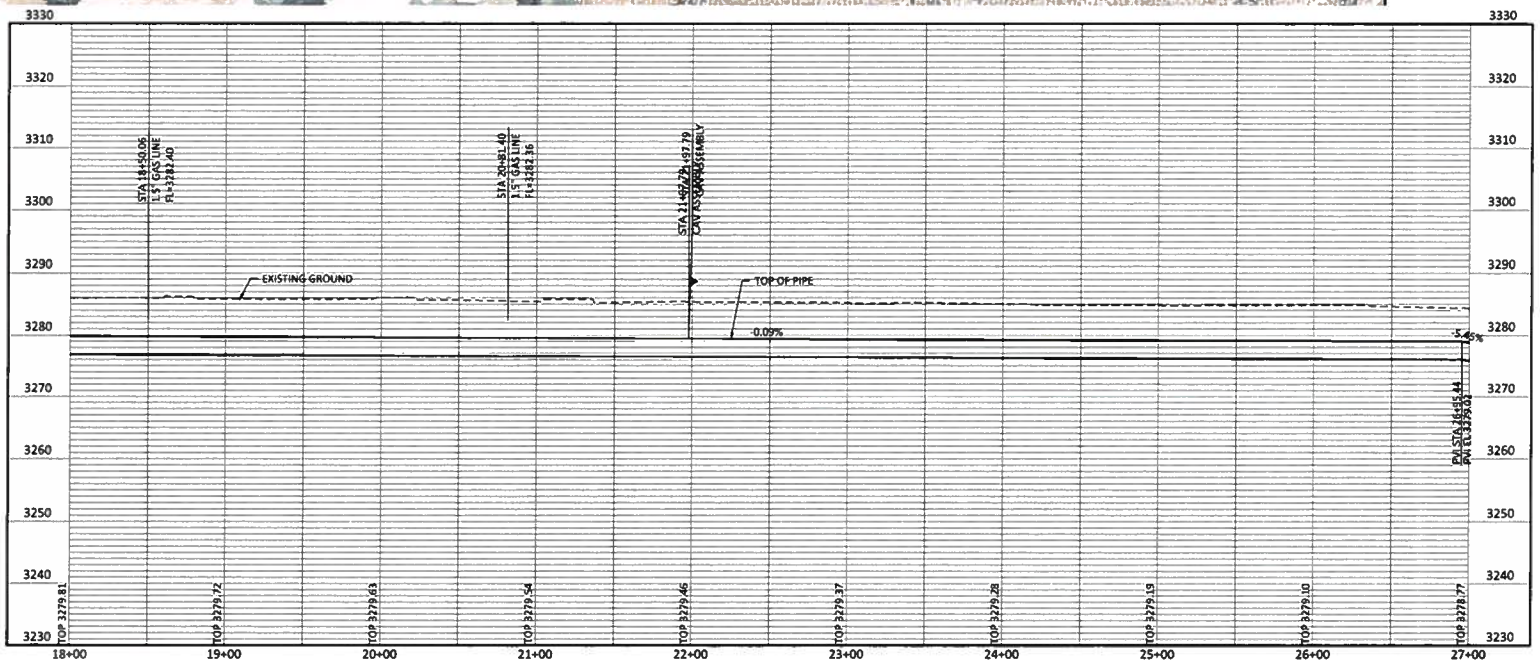
J&N JOB NO	LUB19278
DATE	SEPT 2020
DESIGNED	CHE
DRAWN	MDC
REVISED	MDC
CHECKED	HCL
FILE NAME	CV-WLC-PP-WATR01.dwg

SHEET NO. WL-2

SEQ. 8

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Last Saved: 5/11/2021 3:46 PM Saved By: mdc





CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA. 48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

NORTH

0 40' 80'
SCALE IN FEET
HORIZONTAL

0 10' 20'
SCALE IN FEET
VERTICAL

NOTES:

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4. FIBER INNER DUCT SHALL BE INSTALLED ON THE SIDE OF THE PIPELINE FURTHEST FROM THE STREET.

ISSUED FOR CONSTRUCTION

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

CHARLES E. CROWN
118642
LICENSED PROFESSIONAL ENGINEER
5/11/2021

FREESE NICHOLS
4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4895
Phone: (817) 735-7300
Web: www.freese.com

CITY OF LUBBOCK, TEXAS

LOW HEAD C PIPELINE

PIPELINE PLAN AND PROFILE

PLAN AND PROFILE STA. 18+00 TO STA. 27+00

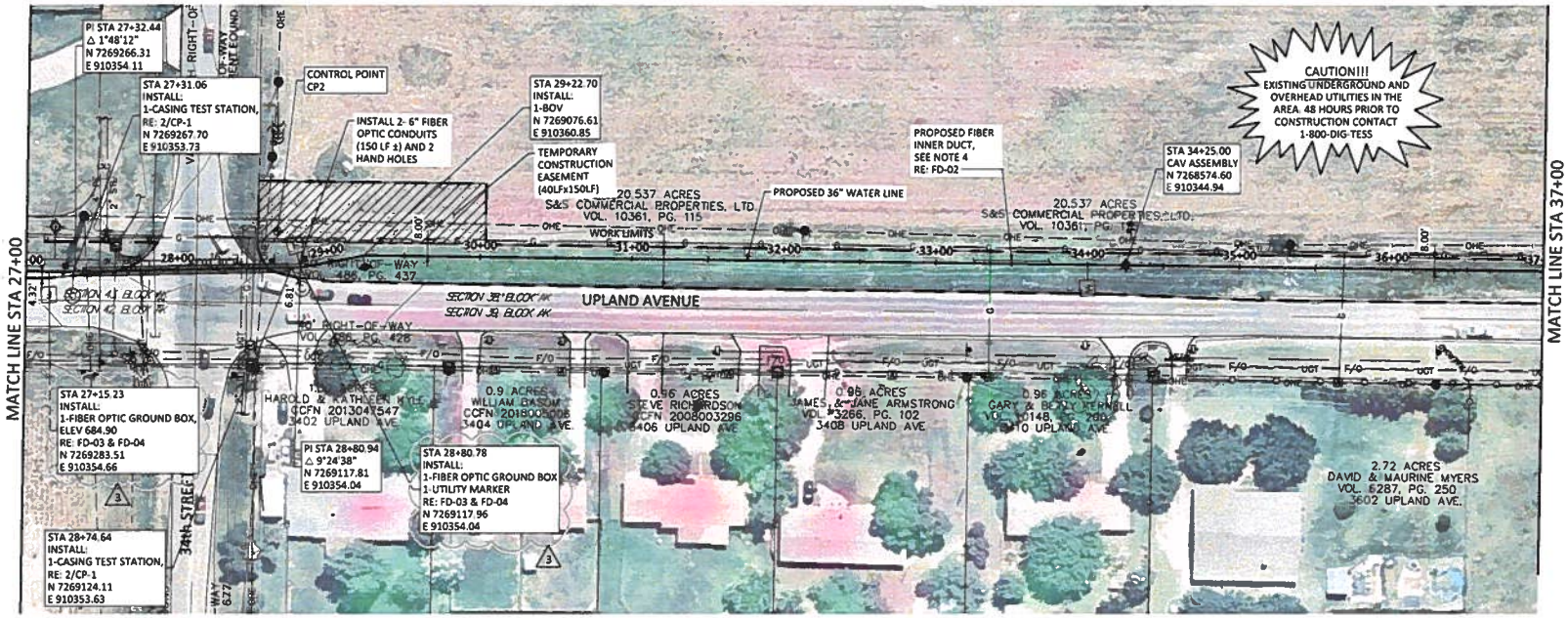
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1	CHANGE ORDER NO.1	CHE	09/03/21
0	ISSUED FOR CONSTRUCTION	HAM	01/27/21

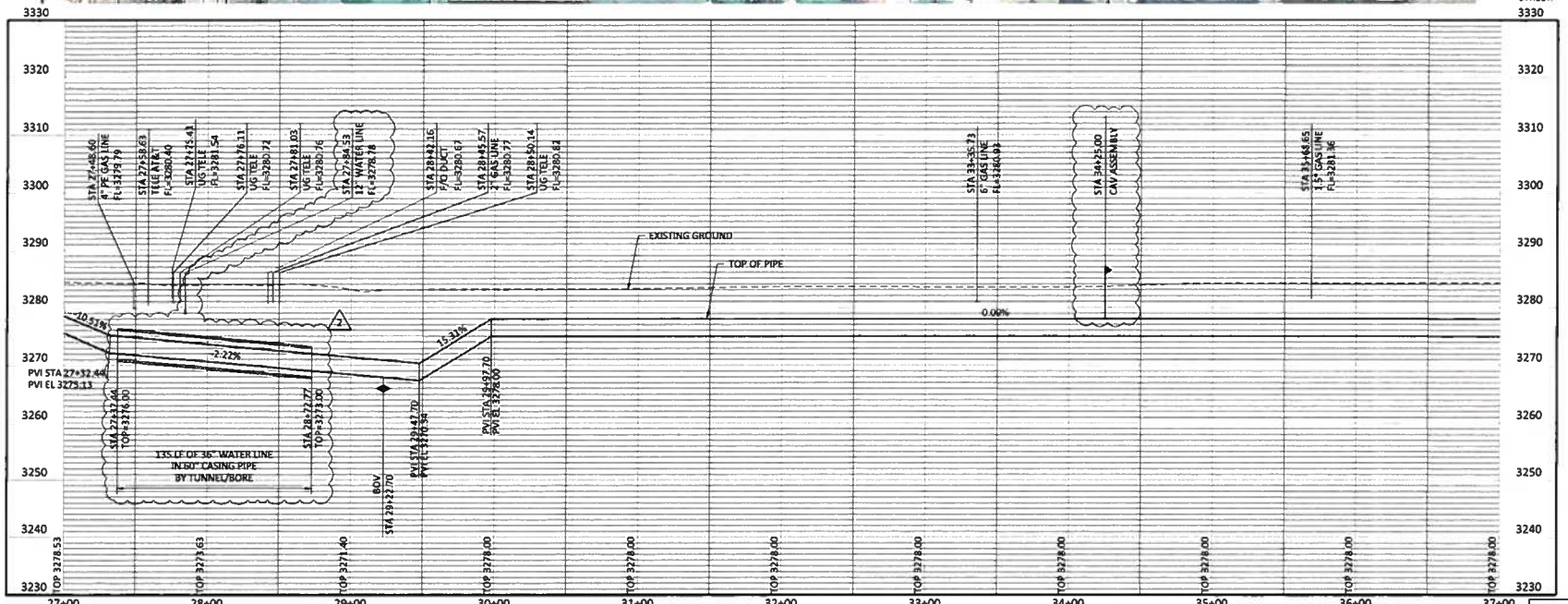
VERIFY SCALE
Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

PW PROJECT NO. LUB19278
DATE SEPT. 2020
DESIGNED CHE
DRAWN MDC
CHECKED MDC
APPROVED NCL
FILE NAME CV-WLC-PP-WATR01.dwg

SHEET WL-3
SEQ. 9

Plot Date: 5/11/2021 3:46 PM Plot By: mdc Filename: N:\WTU\Drawings\Waterline\CV-WLC-PP-WATR01.dwg
Last Saved: 5/11/2021 3:46 PM Saved By: mdc





ISSUED FOR CONSTRUCTION

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6. FIBER INNER DUCT SHALL BE INSTALLED ON THE SIDE OF THE PIPELINE FURTHEST FROM THE STREET.

SCALE IN FEET HORIZONTAL: 0, 40', 80'
SCALE IN FEET VERTICAL: 0, 10', 20'

Freese and Nichols, Inc
Texas Registered Engineering Firm F-2144

CHARLES H. EPPES 118847 LICENSED PROFESSIONAL ENGINEER

FREESE NICHOLS
4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4895
Phone - (817) 735-7300
Web - www.freese.com

CITY OF LUBBOCK, TEXAS

LOW HEAD C PIPELINE

PIPELINE PLAN AND PROFILE

PLAN AND PROFILE STA. 27+00 TO STA. 37+00

NO	ISSUE	BY	DATE
1	REQUEST FOR CHANGE PROPOSAL NO. 1	MAM	05/10/21
2	CHANGE ORDER NO.1	CHE	10/20/21
3	ISSUED FOR CONSTRUCTION	MAM	01/27/21

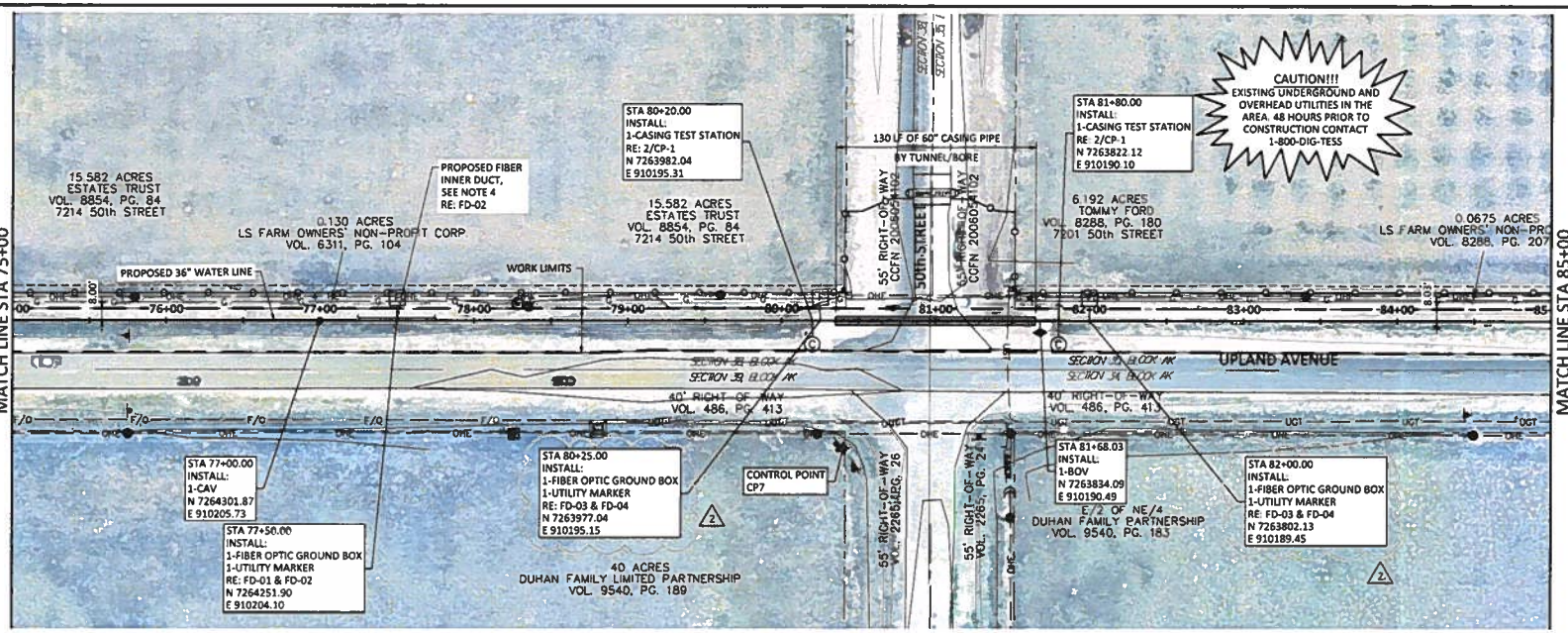
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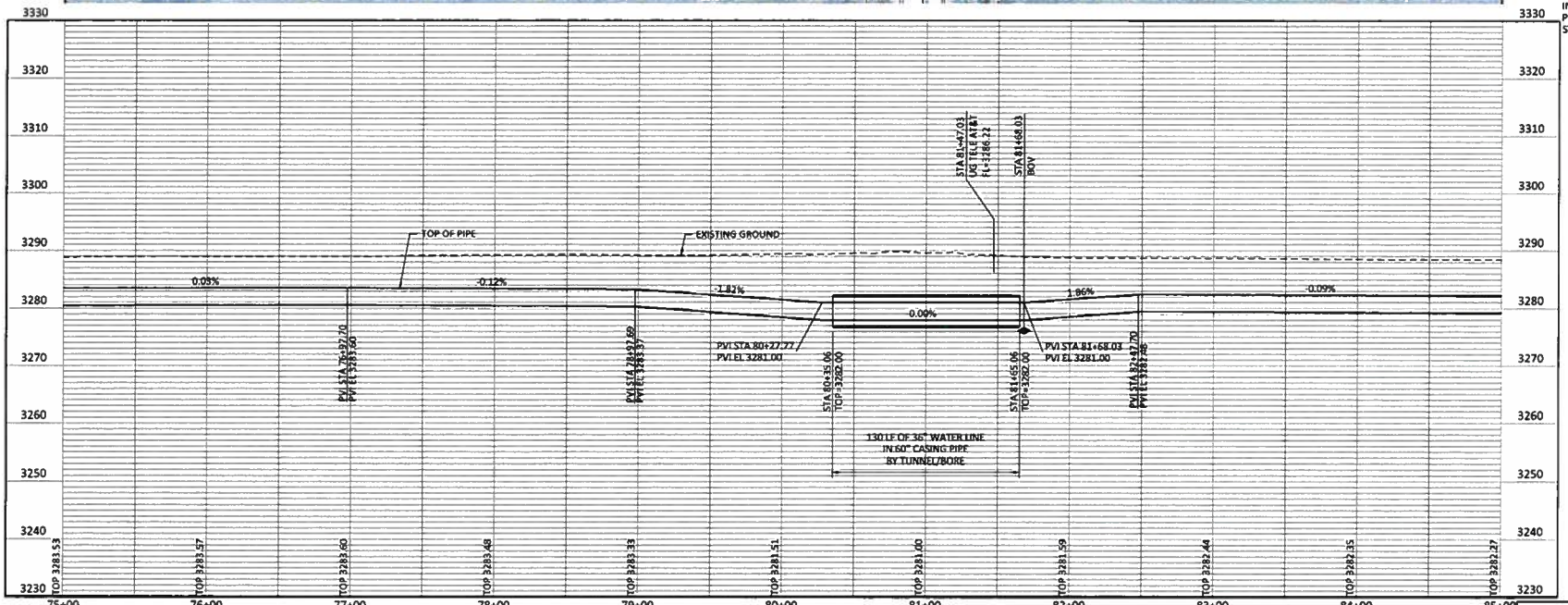
FAN JOB NO	LUB19378
DATE	SEPT 2020
DESIGNED	CHE
DRAWN	MDC
REVISED	MDC
CHECKED	HCL
FILE NAME	CV-WLC-PP-WATR01.dwg

SHEET WL-4

SEQ. 10

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Last Saved: 10/21/2021 4:44 PM Saved By: 01930





NOTES:

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NORTH

SCALE IN FEET HORIZONTAL: 0, 40', 80'

SCALE IN FEET VERTICAL: 0, 10', 20'

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

CHARLES H. GRIMM
103884
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

FREESE NICHOLS

4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4895
Phone: (817) 735-7300
Web: www.freese.com

CITY OF LUBBOCK, TEXAS

LOW HEAD C PIPELINE

PIPELINE PLAN AND PROFILE

PLAN AND PROFILE STA. 75+00 TO STA. 85+00

NO	ISSUE	BY	DATE
1	CHANGE ORDER NO. 1	CHE	09/03/21
0	ISSUED FOR CONSTRUCTION	MAM	01/27/21

FNI NUMBER: LUB19278
DATE: SEPT. 2020
DESIGNED: CHE
DRAWN: MDC
REVISED: MDC
CHECKED: MCL
FILE NAME: CV-WLC-PP-WAT801.dwg

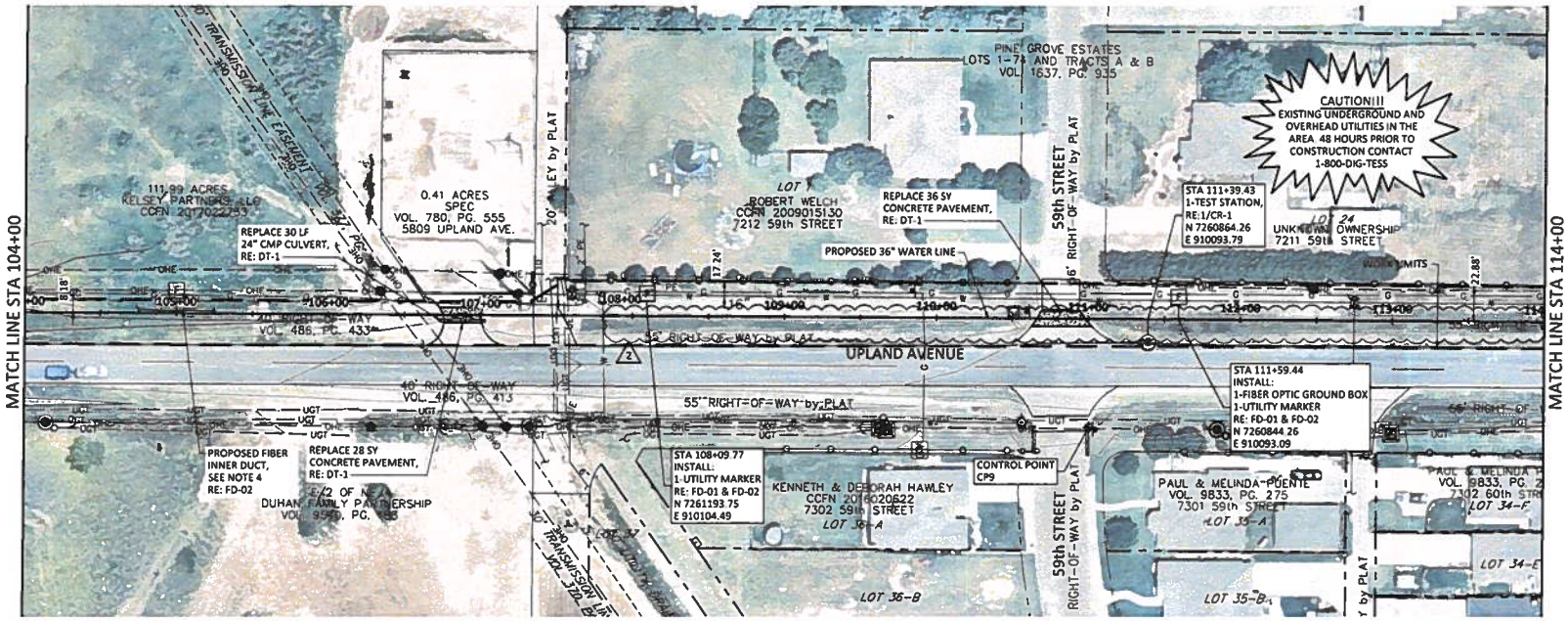
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SHEET: WL-9

SEQ. 15

ISSUED FOR CONSTRUCTION

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NOTES:

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NORTH

0 40' 80'
SCALE IN FEET
HORIZONTAL

0 10' 20'
SCALE IN FEET
VERTICAL

ISSUED FOR CONSTRUCTION

CITY OF LUBBOCK, TEXAS

LOW HEAD C PIPELINE

PIPELINE PLAN AND PROFILE

PLAN AND PROFILE
STA. 104+00 TO STA. 114+00

NO	ISSUE	BY	DATE
1	CHANGE ORDER NO. 1	CHE	10/20/21
0	ISSUED FOR CONSTRUCTION	MAM	01/22/21

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale

P&W JOB NO	LUB19278
DATE	SEPT. 2020
DESIGNED	CHE
DRAWN	MDC
CHECKED	MDC
QA/QC	MCL
FILE NAME	CV-WLC-PP-WATR01.dwg

SHEET WL-12
SEQ. 18

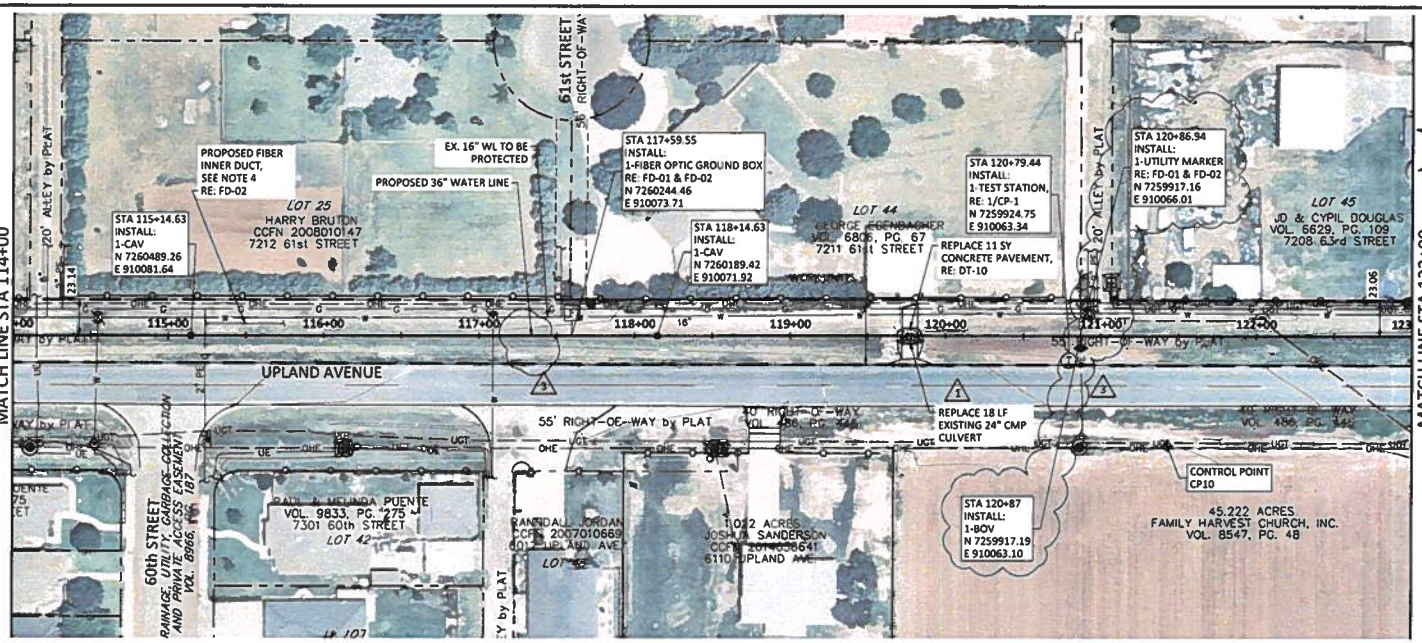
Freese and Nichols, Inc
Texas Registered Engineering Firm F-2144

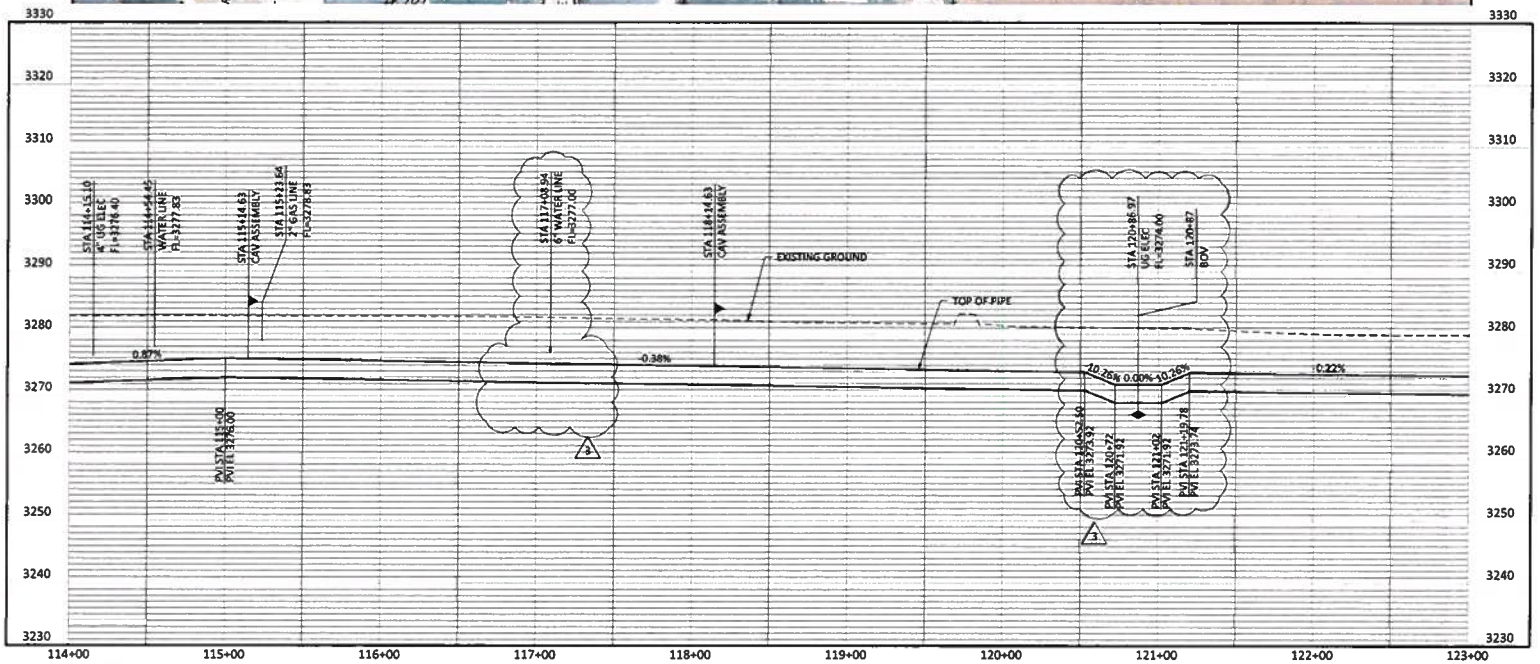
STATE OF TEXAS
CHARLES M. CRAIN
118842
LICENSED
PROFESSIONAL
ENGINEER

FREESE NICHOLS

4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4895
Phone: (817) 735-7300
Web: www.freese.com

Plot Date: 10/21/2021 4:55 PM Plot By: 02930 Filename: N:\WTL\Drawings\Waterline\CV-WLC-PP-WATR01.dwg
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CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA. 48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

NORTH

0 40' 80'
SCALE IN FEET HORIZONTAL

0 10' 20'
SCALE IN FEET VERTICAL

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ISSUED FOR CONSTRUCTION

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Texas Registered Engineering Firm F-2144

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Fort Worth, Texas 76109-4895
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Web - www.freese.com

CITY OF LUBBOCK, TEXAS

LOW HEAD C PIPELINE

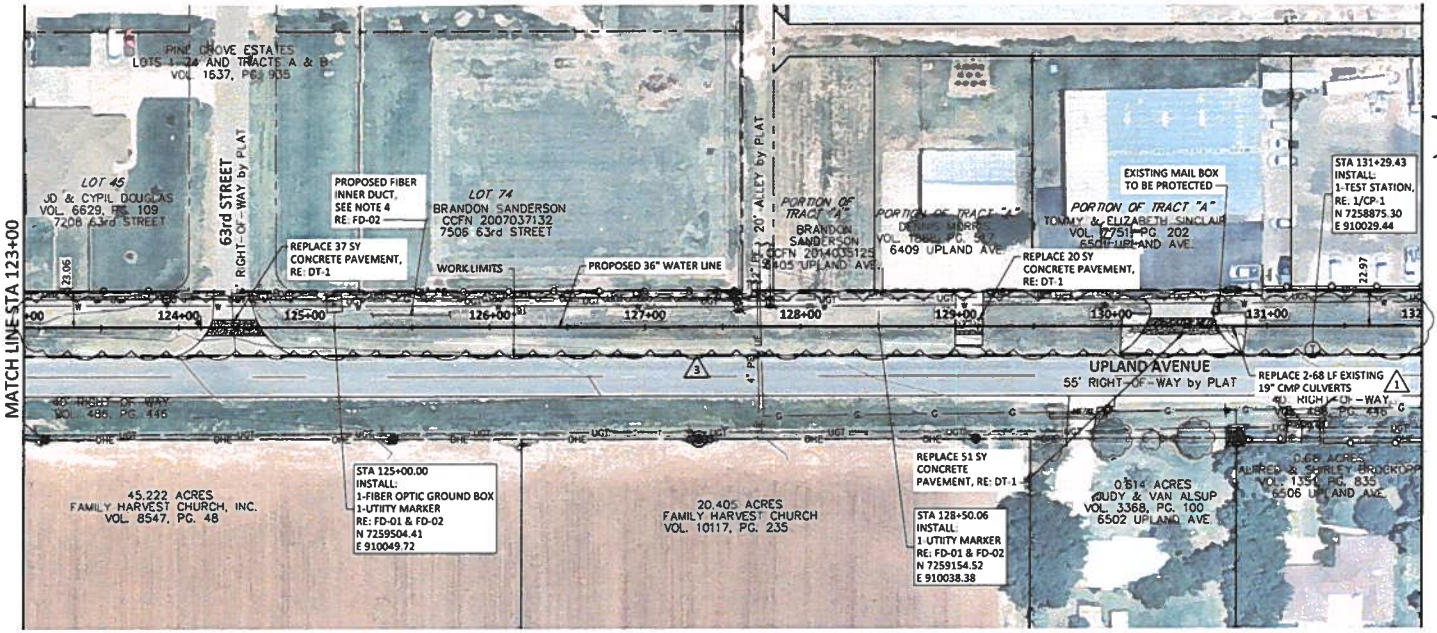
PIPELINE PLAN AND PROFILE

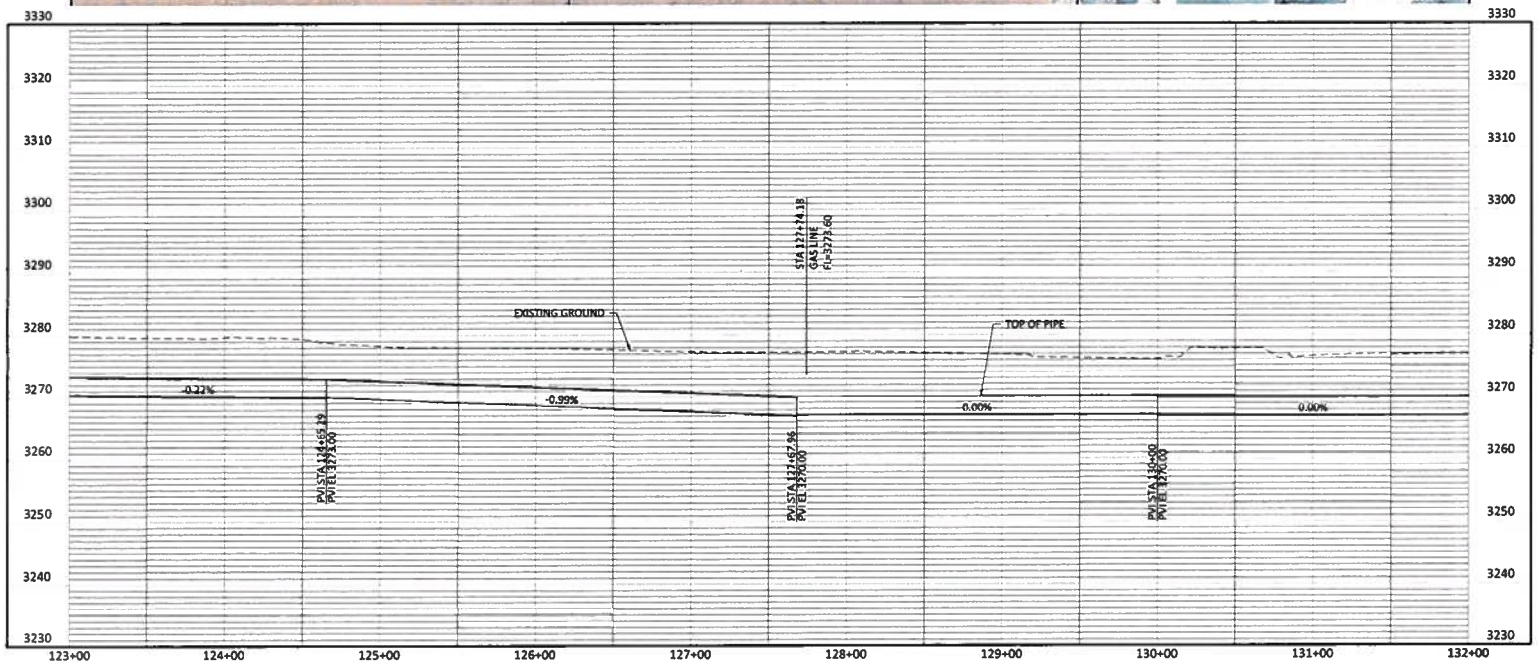
PLAN AND PROFILE
STA. 114+00 TO STA. 123+00

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			PLAN FOR 90
			DATE SEPT 2021
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2	ISSUED FOR CONSTRUCTION	MAM	01/27/21 DRAWN MDC
3	ADDENDUM NO 2	MAM	11/12/20 REVISED MDC
	VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale		FILE NAME CHECKED HCL
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SHEET WL-13
SEQ. 19

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Last Saved: 10/21/2021 4:44 PM Saved By: 02930





CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA. 48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

NORTH

SCALE IN FEET HORIZONTAL
0 40' 80'

SCALE IN FEET VERTICAL
0 10' 20'

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. WORK LIMITS ARE SHOWN ON THIS SHEET. ASPHALT PAVING IS NOT TO BE DAMAGED. IF CONTRACTOR DAMAGES THE ASPHALT PAVING IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO SEPARATE PAYMENT WILL BE MADE.
3. CONTRACTOR SHALL MAINTAIN VEHICLE ACCESS TO HOMEOWNERS, WHOSE DRIVEWAYS ARE CROSSED BY THE PROPOSED PIPELINE ALIGNMENT, AT ALL TIMES.
4. FIBER INNER DUCT SHALL BE INSTALLED ON THE SIDE OF THE PIPELINE FURTHEST FROM THE STREET.

ISSUED FOR CONSTRUCTION

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144
4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4895
Phone - (817) 735-7300
Web - www.freese.com

CITY OF LUBBOCK, TEXAS

LOW HEAD C PIPELINE

PIPELINE PLAN AND PROFILE

PLAN AND PROFILE STA. 123+00 TO STA. 132+00

NO	ISSUE	BY	DATE
1	CHANGE ORDER NO 1	CHE	10/20/21
2	ISSUED FOR CONSTRUCTION	MAW	01/27/21
3	ADDENDUM NO 2	MAW	11/12/20

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale

F&N JOB NO LUB19278

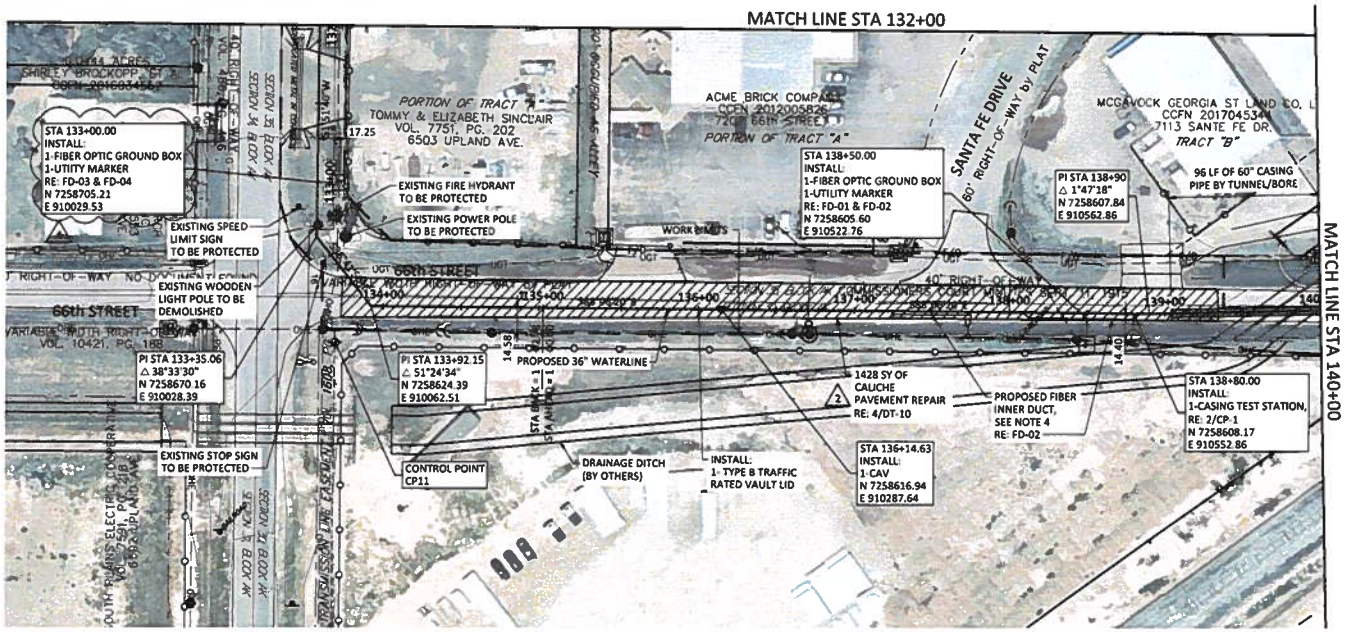
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	SEPT 2020	DRAWN	MDC
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		CHECKED	NCL

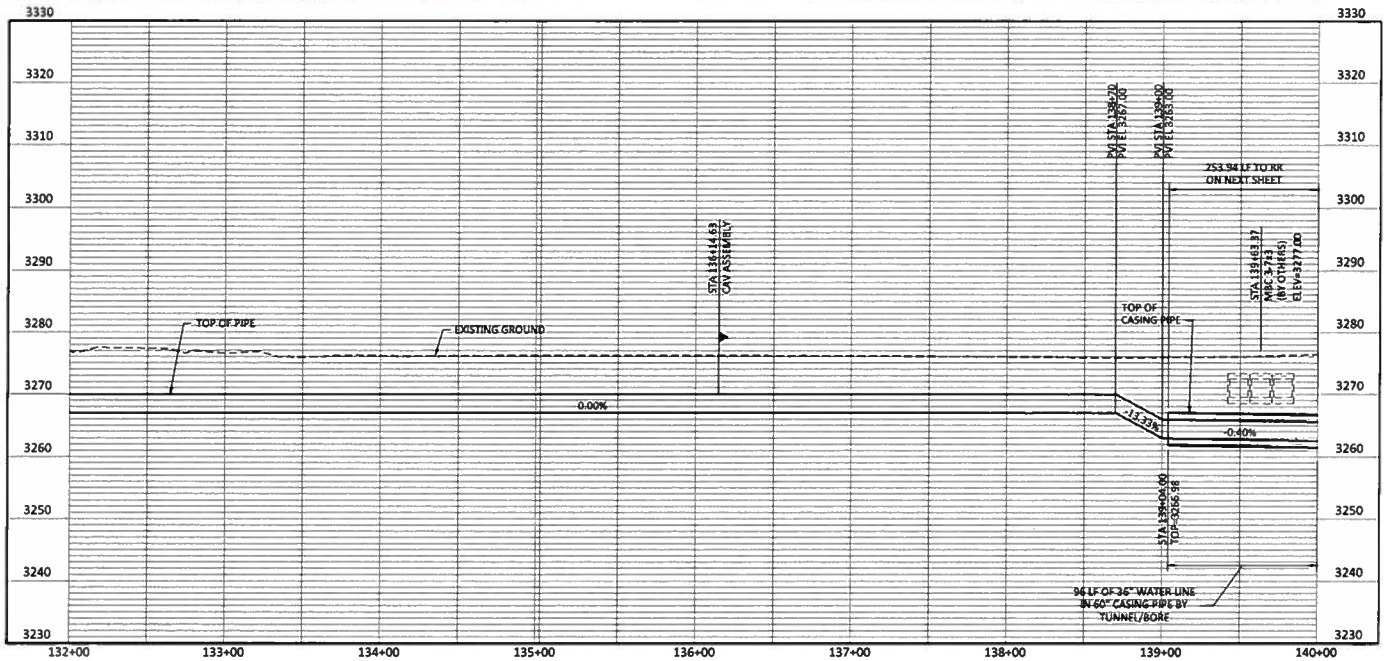
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SHEET WL-14

SEQ. 20

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CAUTION!!!
EXISTING UNDERGROUND AND OVERHEAD UTILITIES IN THE AREA. 48 HOURS PRIOR TO CONSTRUCTION CONTACT 1-800-DIG-TESS

NORTH

SCALE IN FEET HORIZONTAL
0 40' 80'

SCALE IN FEET VERTICAL
0 10' 20'

NOTES:

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3. CONTRACTOR SHALL MAINTAIN VEHICLE ACCESS TO HOMEOWNERS, WHOSE DRIVEWAYS ARE CROSSED BY THE PROPOSED PIPELINE ALIGNMENT, AT ALL TIMES.
4. FIBER INNER DUCT SHALL BE INSTALLED ON THE SIDE OF THE PIPELINE FURTHEST FROM THE STREET.

ISSUED FOR CONSTRUCTION

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

STATE OF TEXAS
Daniel S. H. Brown
118423
LICENSED PROFESSIONAL ENGINEER
SURVEYED 10/2020

FREESE NICHOLS
4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4895
Phone - (817) 735-7300
Web - www.freese.com

CITY OF LUBBOCK, TEXAS
LOW HEAD C PIPELINE
PIPELINE PLAN AND PROFILE
PLAN AND PROFILE
STA. 132+00 TO STA. 140+00

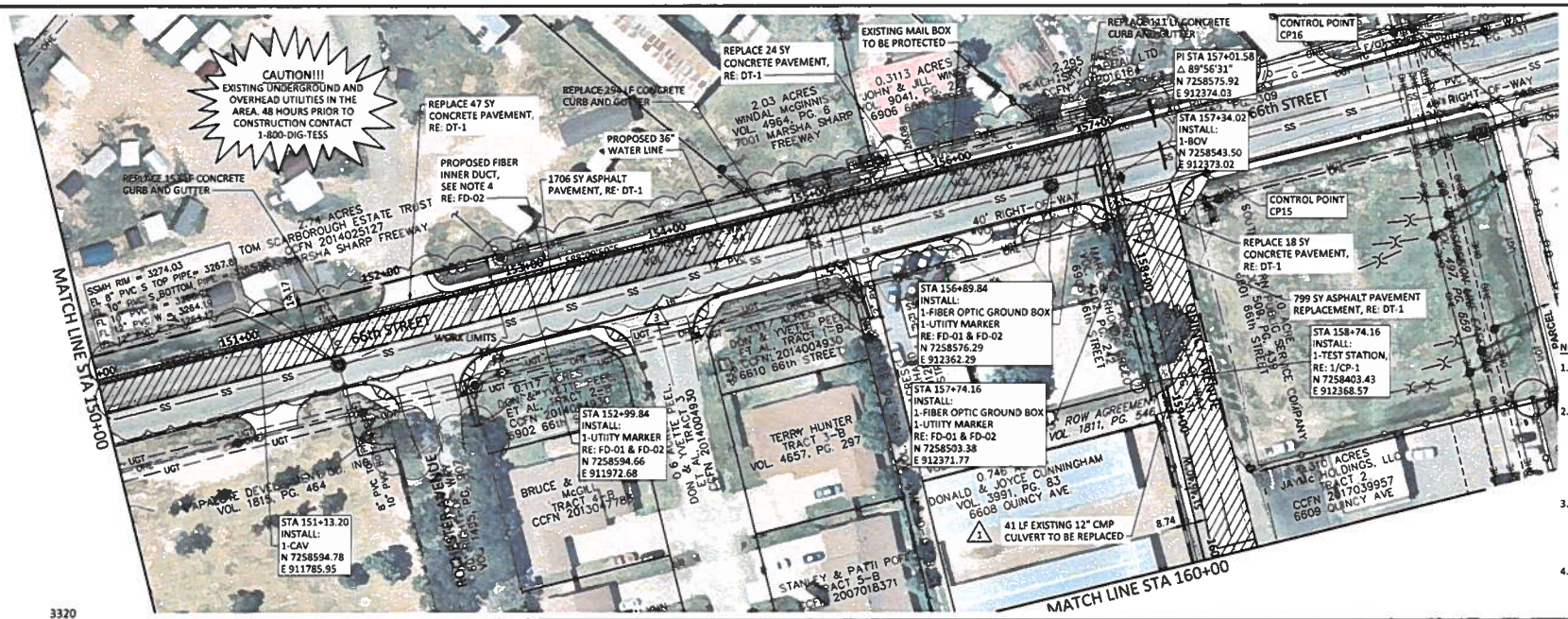
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4	ADDENDUM NO. 2	MAM	11/12/20	REVISED MDC
	VERIFY SCALE 1 0	Bar is one inch on original drawing. If not one inch on this sheet, adjust scale		CHECKED MC

PAT NUMBER
CV-WLC-PP-WATR02.dwg

SHEET
WL-15

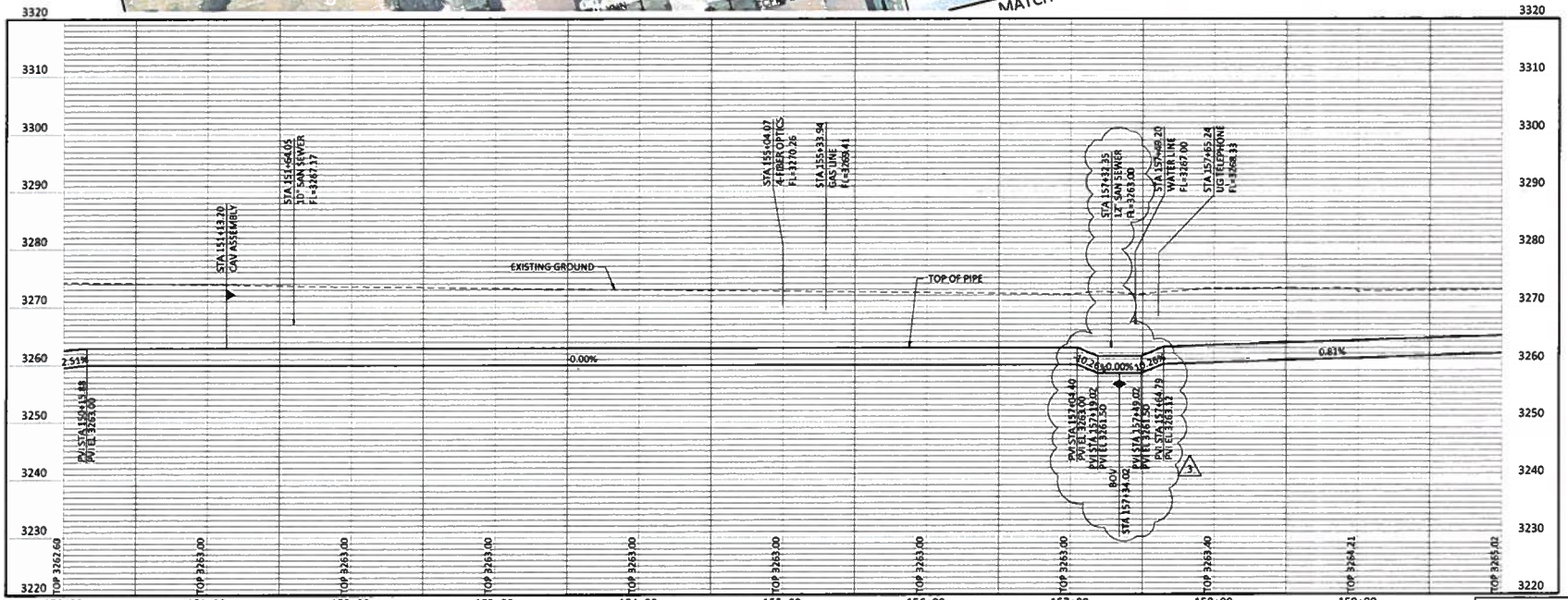
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Last Saved: 5/10/2021 12:17 PM Saved By: mdc



NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. WORK LIMITS ARE SHOWN ON THIS SHEET. ASPHALT PAVING IS NOT TO BE DAMAGED. IF CONTRACTOR DAMAGES THE ASPHALT PAVING IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO SEPARATE PAYMENT WILL BE MADE.
3. CONTRACTOR SHALL MAINTAIN VEHICLE ACCESS TO HOMEOWNERS, WHOSE DRIVEWAYS ARE CROSSED BY THE PROPOSED PIPELINE ALIGNMENT, AT ALL TIMES.
4. FIBER INNER DUCT SHALL BE INSTALLED ON THE SIDE OF THE PIPELINE FURTHEST FROM THE STREET.



ISSUED FOR CONSTRUCTION

NO	ISSUE	BY	DATE
1	CHANGE ORDER NO 1	CHE	10/20/21
2	ISSUED FOR CONSTRUCTION	MAM	01/27/21
3	ADDENDUM NO 2	MAM	11/12/20

VERIFY SCALE: Bar is one inch on original drawing. If not one inch on this sheet, adjust scale

PLAN NO LUB19278
DESIGNED CHE SEPT. 2020
DRAWN MDC
REVISED MDC
CHECKED NCL
PLT NAME CV-WLC-PP-WATR02.dwg

Texas Registered Engineering Firm F-2144

FREESE NICHOLS
4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4895
Phone - (817) 735-7300
Web - www.freese.com

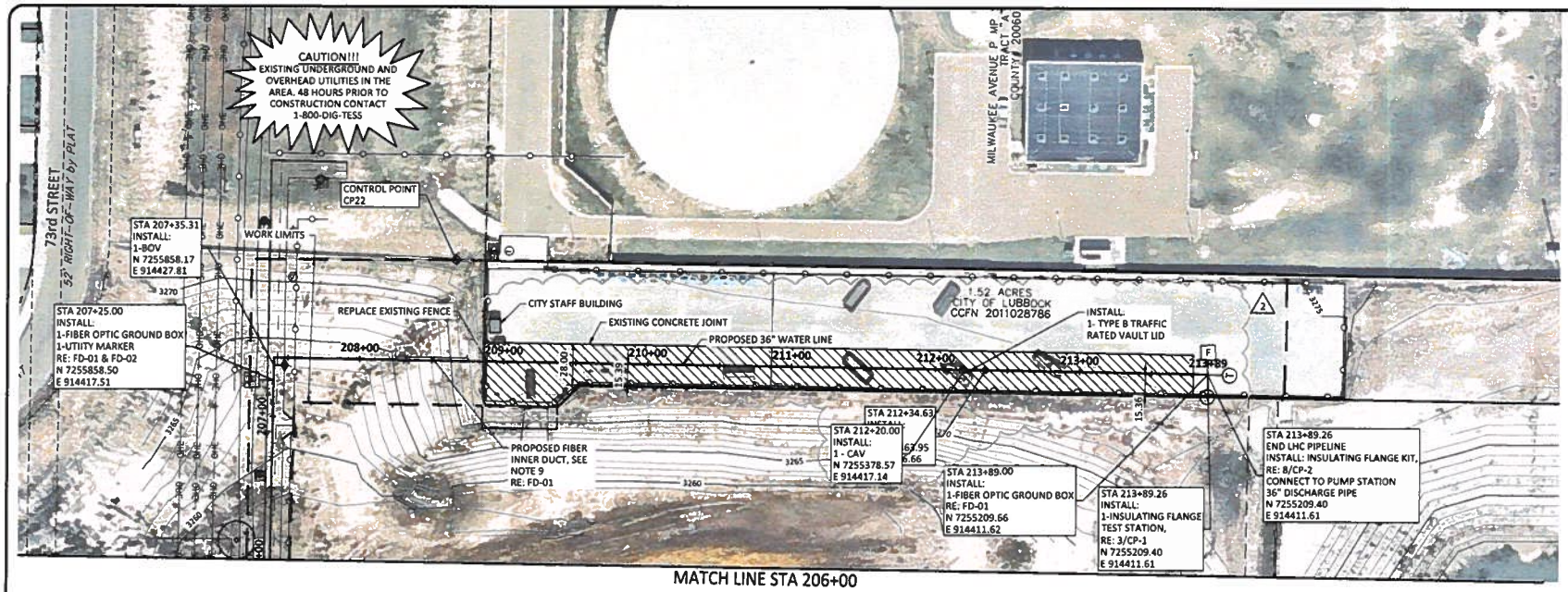
CITY OF LUBBOCK, TEXAS

LOW HEAD C PIPELINE

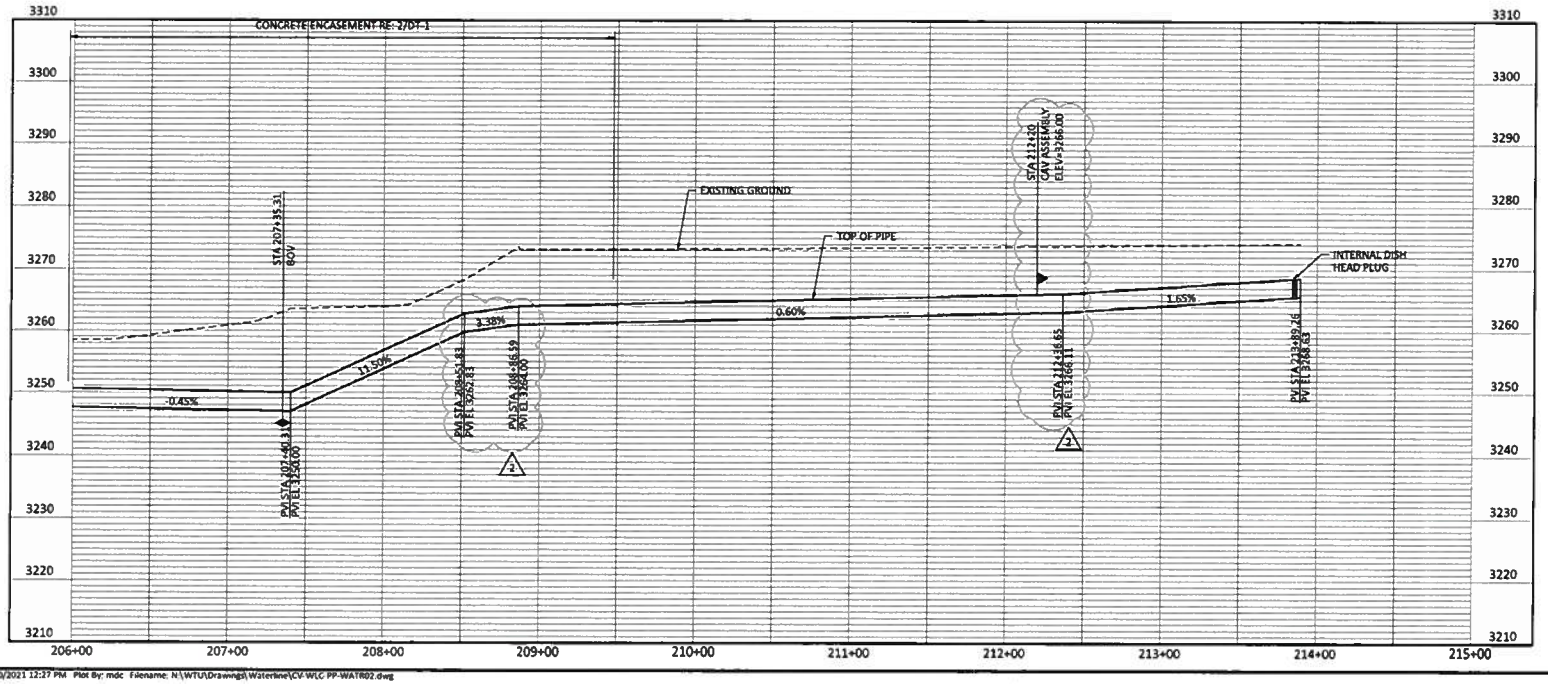
PIPELINE PLAN AND PROFILE
PLAN AND PROFILE
STA. 150+00 TO STA. 160+00

SHEET WL-17
SEQ. 23

Plot Date: 10/21/2021 4:47 PM Plot By: 02930 Filename: N:\WTU\Drawings\Waterline\CV-WLC-PP-WATR02.dwg



MATCH LINE STA 206+00



NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. WORK LIMITS ARE SHOWN ON THIS SHEET. CONCRETE PAVING OUTSIDE OF THE PAVEMENT REPLACEMENT LIMITS IS NOT TO BE DAMAGED. IF CONTRACTOR DAMAGES THE CONCRETE PAVING IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO SEPARATE PAYMENT WILL BE MADE.
3. RETURN GRADES OF PLAYA LAKE EMBANKMENTS AND DISTURBED AREAS TO PRECONSTRUCTION GRADES AFTER INSTALLATION ACTIVITIES ARE COMPLETE. MAINTAIN ZERO NET FILL FOR BACKFILL AND FILLS IN THE PLAYA LAKE FROM STATION 188+50 TO STATION 209+00. DISPOSE OF EXCESS MATERIALS FROM EXCAVATION OFF SITE.
4. DO NOT STOCKPILE MATERIALS IN THE PLAYA LAKE.
5. INSTALL INTERNAL DISHED PLUG TO TEST THE PIPELINE. TEST PLUFS SHALL BE DESIGNED FOR HYDROSTATICALLY TESTING THE PIPELINE. CONTRACTOR SHALL LEAVE TEST PLUG FOR PUMP STATION CONTRACTOR TO TEST AGAINST.
6. CONTRACTOR SHALL LEAVE PLAIN END PIPE AT TIE-IN LOCATION.
7. IN THE EVENT THE PIPE BY PUMP STATION CONTRACTOR IS INSTALLED PRIOR TO PIPELINE CONTRACTOR'S ABILITY TO MAKE TIE-IN, THE PIPELINE CONTRACTOR SHALL TIE-IN TO THE EXISTING PIPE WITH A BUTT STRAP CONNECTION. CONFIRM PIPE OD OF CONNECTING PIPE PRIOR TO SHOP DRAWING PREPARATION AND INSTALL. THIS CONNECTION WILL BE BORNE SOLELY BY THE PIPELINE CONTRACTOR AT NO ADDITIONAL EXPENSE TO OWNER.
8. COORDINATE REMOVAL OF TEST PLUG WITH OTHER CONTRACTOR.
9. FIBER INNER DUCT SHALL BE INSTALLED ON THE SIDE OF THE PIPELINE FURTHEST FROM THE STREET.

NORTH

0 40' 80'
SCALE IN FEET
HORIZONTAL

0 10' 20'
SCALE IN FEET
VERTICAL

ISSUED FOR CONSTRUCTION

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

Douglas N. Dixon
118432
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS
9/8/2021

FREESE NICHOLS
4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4895
Phone - (817) 735-7300
Web - www.freese.com

CITY OF LUBBOCK, TEXAS

LOW HEAD C PIPELINE

PIPELINE PLAN AND PROFILE

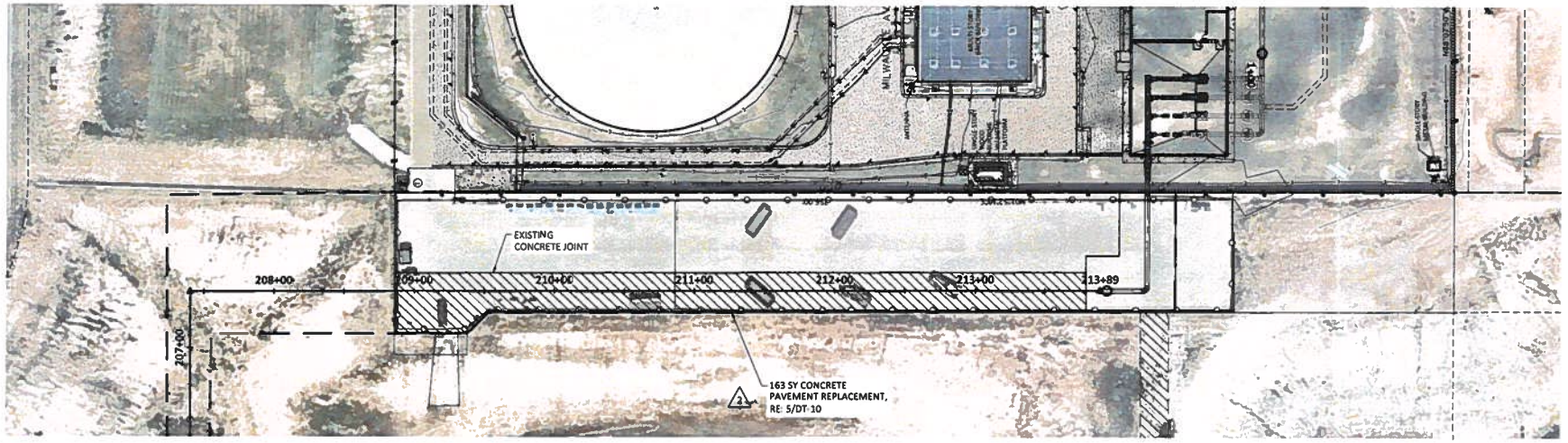
PLAN AND PROFILE STA. 206+00 TO END

NO	ISSUE	BY	DATE	FNI JOB NO	LUB19276
				DATE	SEPT. 2020
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2	REQUEST FOR CHANGE PROPOSAL NO. 1	MAM	01/27/21	REVISED	MDC
3	ISSUED FOR CONSTRUCTION	MAM		CHECKED	MCL
	VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.			FILE NAME	CV-WLC-PP-WAT802.dwg

SHEET
WL-23
SEQ.
29

Plotted On: 5/10/2021 12:17 PM
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Plot Date: 5/10/2021 12:27 PM Plot By: mdc Filename: N:\WTU\Drawings\Waterline\CV-WLC PP-WAT802.dwg



CITIZEN CONVENIENCE STATION
PLAN VIEW

1" = 40'

NOTES:

1. LOW HEAD C PIPELINE CONTRACTOR TO PROVIDE CITY OF LUBBOCK AT LEAST 2 WEEK NOTICE PRIOR TO WORK IN THIS AREA.
2. EXISTING CONCRETE PAVEMENT IS APPROXIMATELY 8-INCHES THICK.
3. CONTRACTOR TO PROTECT EXISTING PAVEMENT TO REMAIN. IF EXISTING PAVEMENT IS DAMAGED, CONTRACTOR TO REPLACE OR REPAIR TO MATCH OR EXCEED THE CONDITION PRIOR TO CONSTRUCTION.
4. LOW HEAD C PUMP STATION (BY OTHERS) WILL BE UNDER CONSTRUCTION WHILE THE LOW HEAD C PIPELINE IS IN CONSTRUCTION.
5. LOW HEAD C PIPELINE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING 1/2 WIDTH OF EXISTING PAVEMENT UP TO THE CONNECTION TO THE LOW HEAD C PUMP STATION DISCHARGE PIPING.
6. CONCRETE REPLACEMENT SHLL BE 8-INCH THICK AND MEET REQUIREMENTS OF THE CITY OF LUBBOCK PUBLIC WORKS ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS FOR CLASS C CONCRETE. CONCRETE MIX DESIGN SHALL INCLUDE A MINIMUM 6 SACKS CEMENT PER CUBIC YARD, HAVE A WATER/CEMENT RATIO OF 0.35-0.45, AND HAVE A MAXIMUM SLUMP OF 3 INCHES. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS. CONTRACTOR SHALL USE CITY OF LUBBOCK PUBLIC WORKS ENGINEERING DESIGN STANDARDS LATEST EDITION PLATE NO. UEM-02 CONCRETE STREET AND ALLEY CUT REPAIR.

NORTH

0 40' 80'
SCALE IN FEET
HORIZONTAL

ISSUED FOR CONSTRUCTION

Freese and Nichols, Inc
Texas Registered Engineering Firm F-2144

FREESE NICHOLS
4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4895
Phone: (817) 335-7300
Web: www.freese.com

CITY OF LUBBOCK, TEXAS
LOW HEAD C PIPELINE
PLAN
PAVING REPAIR PLAN RECYCLE & PARKING AREA

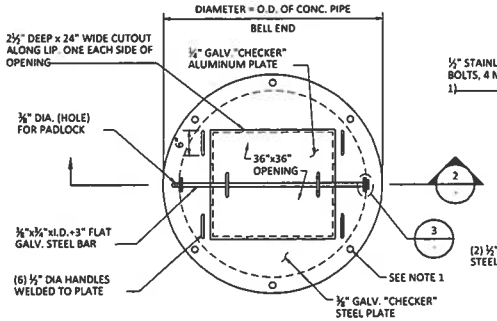
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2	ISSUED FOR CONSTRUCTION	MAM	01/27/21
3	ADDENDUM NO. 2	MAM	11/13/20

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale

F&N JOB NO	LUB19178
DATE	SEPT. 2020
DESIGNED	MAM
DRAWN	MDC
REVISED	MDC
CHECKED	MCL
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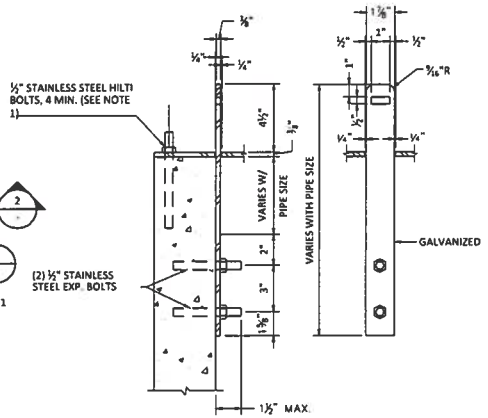
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PLAN

NOT TO SCALE

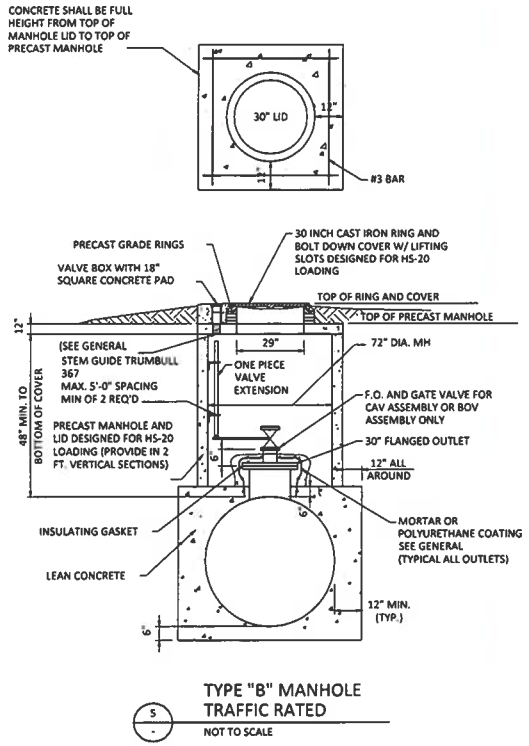


3 DETAIL

NOT TO SCALE

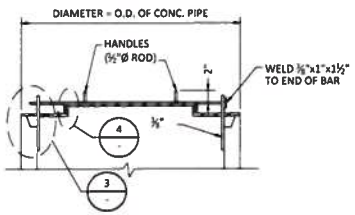
TOP OF PRECAST MANHOLE ELEVATIONS
30"/36" PIPELINE

Station	Type	Appurtenance	Top of Precast Elevation
1+07.63	B	CAV	3290
2+59.13	A	BOV	3288
12+50.44	A	CAV	3289
21+97.79	A	CAV	3287
29+22.70	A	BOV	3285
34+25	A	CAV	3286
45+10	A	CAV	3288
62+00	A	CAV	3290
77+00	A	CAV	3291
81+70	A	BOV	3291
86+85	A	CAV	3290
93+00	A	CAV	3283
99+50	A	BOV	3279
104+25	A	CAV	3282
157+42	A	BOV	3283
115+25	A	CAV	3285
120+87	A	BOV	3285
131+05	A	CAV	3284
136+00	B	CAV	3276
149+85	A	BOV	3277
151+00	B	CAV	3275
162+50	B	CAV	3274
172+50	B	CAV	3276
184+20	B	CAV	3274
199+20	A	CAV	3274
204+20	A	BOV	3261
207+35	A	BOV	3265
212+20	B	CAV	3274



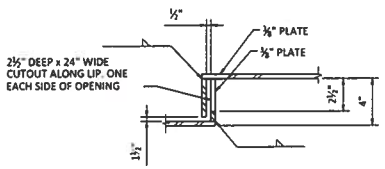
TYPE "B" MANHOLE
TRAFFIC RATED

NOT TO SCALE



2 SECTION

NOT TO SCALE



4 DETAIL

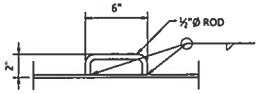
NOT TO SCALE

1 TYPE A MANHOLE COVER

NOT TO SCALE

GENERAL NOTES:

1. CONTRACTOR SHALL FASTEN VAULT LID TO CONCRETE VAULT WITH BOLTS.
2. ALL METAL COMPONENTS SHALL BE GALVANIZED STEEL, UNLESS OTHERWISE NOTED.
3. THE VAULT COVER MANUFACTURER SHALL BE RESPONSIBLE FOR PREVENTING WARPING DUE TO THE GALVANIZING PROCESS.
4. PROVIDE ONE PADLOCK WITH EACH COVER. PADLOCK SHALL BE KEYED TO MATCH OWNER'S LOCKS.



TYPICAL HANDLE DETAIL

NOT TO SCALE

SHEET GENERAL NOTES:

1. ALL METAL SURFACES INSIDE OF MANHOLES SHALL RECEIVE A MINIMUM OF TWO (2) COATS OF BITUMASTIC COATING (KOPPERS 50 OR APPROVED EQUAL). CARE SHALL BE TAKEN TO APPLY THE COATING IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS.
2. ALL FLANGE BOLTS FOR APPURTENANCES SHALL BE TYPE 304 STAINLESS STEEL AND COATED WITH ANTI-SEIZE COMPOUND.
3. THE VALVE EXTENSION SHALL BE ONE PIECE AND POSITIONED INSIDE THE MANHOLE SUCH THAT THE VALVE CAN BE OPERATED FROM GROUND LEVEL THROUGH THE MANHOLE TOP. VALVE STEM EXTENSION SHALL EXTEND TO WITHIN 4" OF THE MANHOLE TOP. ACCESS TO VALVE EXTENSION SHALL NOT BE THROUGH MANHOLE COVER.
4. ALL BLOW OFF AND AIR VALVE PIPING SHALL BE 504 40 STEEL PIPE WITH FLANGED JOINTS. PIPING INSIDE MANHOLE AND BURIED PIPE SHOWN SHALL BE PAINTED WITH COLOR CHOSEN BY OWNER.
5. TRAFFIC RATED MANHOLES SHALL BE FOR AIR VALVES, BLOWOFF VALVES, AND ACCESS MANWAYS. CONTRACTOR SHALL REFER TO THE SCHEDULE ON THIS SHEET TO IDENTIFY WHAT MANHOLE AND LID TO USE AT EACH LOCATION.
6. THE TOP OF PRECAST MANHOLE ELEVATIONS SHOWN IN THE SCHEDULE ARE FOR INFORMATION/BIDDING PURPOSES. THE CONTRACTOR IS TO SURVEY EXACT ELEVATIONS AND REVISED TOP OF MANHOLE ELEVATIONS TO MATCH EXISTING/NEW GRADE.

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

STATE OF TEXAS
CHARLES H. EPPERS
118642
LICENSED PROFESSIONAL ENGINEER
10/22/21

FREESE NICHOLS

4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4895
Phone - (817) 735-7300
Web - www.freese.com

CITY OF LUBBOCK, TEXAS

LOW HEAD C PIPELINE

PLAN AND PROFILE
MANHOLE COVER DETAILS

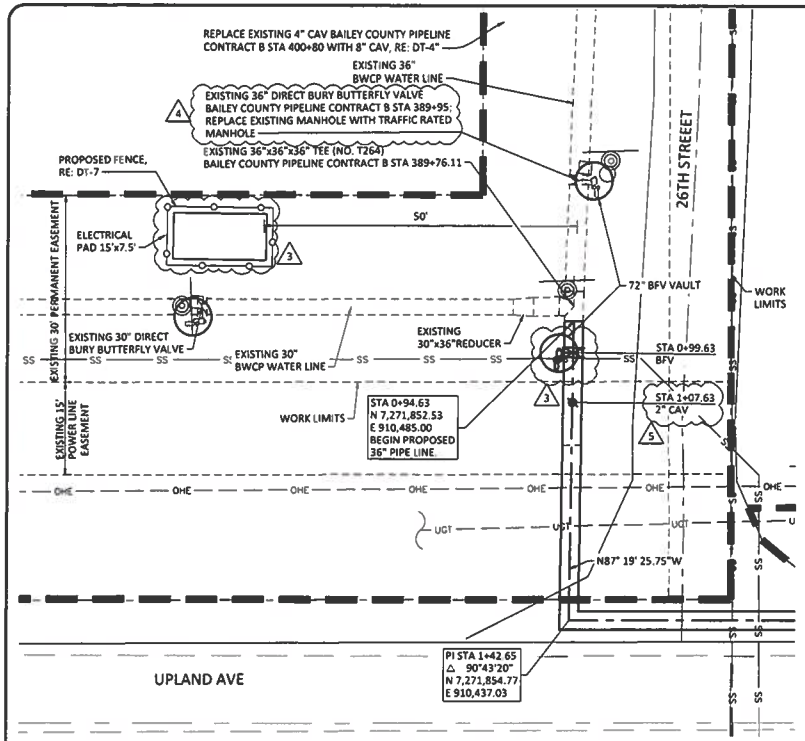
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2	REQUEST FOR CHANGE PROPOSAL NO 1	MAM	05/10/21	DRAWN MDC
1	ISSUED FOR CONSTRUCTION	MAM	01/27/21	REVISED MDC
0	VERIFY SCALE 1 Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.			CHECKED MCL
				PRT NAME CV-PLC-DT-MHOLD1.dwg

SHEET DT-6

SEQ. 38

ISSUED FOR CONSTRUCTION

Plotted on: 4/13/2021 - 10:47
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Last Saved: 10/21/2021 4:46 PM Saved By: 02930



NORTH

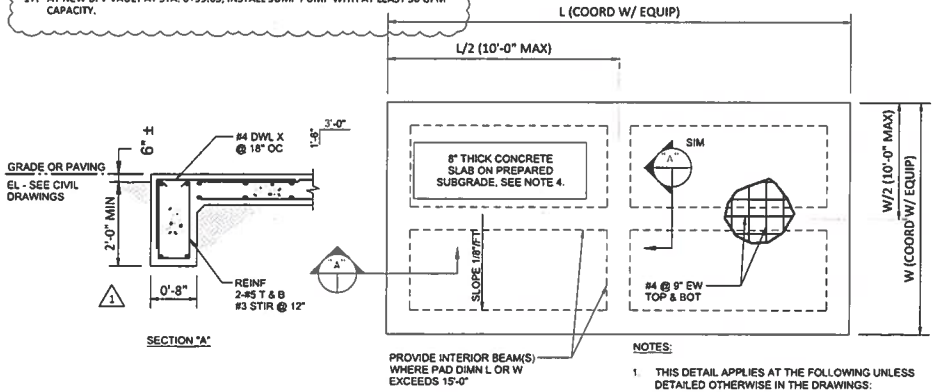
1 WL-1 CONNECTION DETAIL I
1"=10'

36" PIPELINE CONNECTION NOTES:

1. CONTRACTOR TO VERIFY ELEVATION OF EXISTING 36" PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO PROVIDE ALL FITTINGS ADAPTERS AND APPURTENANCES TO MAKE THE MODIFICATION AND TO COMPLETE THE REQUIRED CONNECTION. CONNECT NEW LOW HEAD C PIPE TO EXITING BAILEY COUNTY WELL FIELD SUPPLY PIPELINE TE NO. T264. REMOVE EXISTING PIPE NO. BX265 WITH PLUG NO. D70 BEFORE MAKING THE CONNECTION.
3. CAV AT STA 1+07.63 MAY FUNCTION AS AN ACCESS MANWAY DURING CONSTRUCTION.
4. CONTRACTOR TO INSTALL INTERNAL DISH HEAD PLUG FOR TESTING AND THEN REMOVE AFTER COMPLETION OF TESTING.
5. CONTRACTOR SHALL COORDINATE SHUTDOWN OF EXISTING 36" WITH THE CITY OF LUBBOCK. CONTRACTOR MUST GIVE THE CITY OF LUBBOCK 7 DAYS NOTICE PRIOR TO CONNECTIONS.
6. CONTRACTOR/PIPE MANUFACTURER TO REVIEW EXISTING PIPE FOR THRUST AND WELD EXISTING PIPE JOINT NECESSARY TO PROVIDED NECESSARY RESTRAINT.
7. INSTALL BONDING CLIPS BETWEEN NEW PIPE AND EXISTING TEE.
8. FOR FENCE AND GATE DETAIL, RE: DT-7.
9. RESTORE SURFACE WITHIN FENCE WITH GEOTEXTILE FABRIC AND 3-INCHES OF 57 STONE.
10. FOR SLAB FOR ELECTRICAL PAD RE: DT-11.
11. REMOVE EXISTING DUCTILE IRON VALVE BOX W/ CONCRETE CAP ON EXISTING 30" AND 36" BFV.
12. FOR BFV VAULT DETAIL, RE: DT-5.
13. ADD MOTOR OPERATOR TO THE EXISTING 30" BUTTERFLY VALVE, ADD TRAFFIC RATED VAULT TO THE EXISTING 36" BUTTERFLY VALVE.
14. INSTALL TEMPORARY LINE STOP ON EXISTING 30" AND 36" LINE IF REQUIRED BY OWNER DURING CONSTRUCTION.
15. AT BAILEY COUNTY STA. 400+80, MOVE VENT PIPE TO NORTH SIDE OF VAULT.
16. ROUTE AIR VENT PIPING FROM CAV ON LHC TO FENCED AREA NEXT TO ELECTRICAL PAD.
17. AT NEW BFV VAULT AT STA. 0+99.63, INSTALL SUMP PUMP WITH AT LEAST 30 GPM CAPACITY.

SHEET NOTES:

1. PIPE CONTRACTOR TO INSTALL INTERNAL DISHEAD PLUG TO TEST THE PIPELINE. TEST PLUGS SHALL BE DESIGNED FOR HYDROSTATIC TESTING OF EACH SEGMENT INDEPENDENTLY. CONTRACTOR SHALL LEAVE TEST PLUG FOR THE PUMP STATION CONTRACTOR TO TEST AGAINST.
2. THE CONTRACTOR SHALL LEAVE PLAIN END PIPE AT EACH TIE-IN LOCATION.
3. IN THE EVENT THE PIPE BY OTHERS IS INSTALLED PRIOR TO THIS CONTRACT THE PIPELINE CONTRACTOR SHALL TIE-IN TO THE EXISTING PIPE WITH A BUTT STRAP CONNECTION. THE CONTRACTOR SHALL VERIFY THE O.D. OF THE 36-INCH PIPE BY OTHERS PRIOR TO SHOP DRAWING PREPARATION AND INSTALL. THIS TIE-IN REGARDLESS OF THE INSTALLATION SHALL BE BORNE SOLELY ON THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
4. COORDINATE THE REMOVAL OF THE INTERNAL PLUG WITH THE OTHER CONTRACTOR.



NOTES:

1. THIS DETAIL APPLIES AT THE FOLLOWING UNLESS DETAILED OTHERWISE IN THE DRAWINGS:
   A. SITE ELECTRICAL EQUIP PADS
   B. SITE MECH EQUIP PADS
2. REFER TO ELEC/MECH DRAWINGS FOR EXACT SITE LOCATIONS OF PADS.
3. COORD W/ EQUIP MFR FOR ANY OPENINGS AND PENETRATIONS REQUIRED IN SITE PADS.
4. FOUND SLAB AND BEAMS ON SOUND UNDISTURBED SOIL. IF SOIL BELOW PAD IS COMPACTED, THEN DEPTH OF COMPACTED MATERIAL SHALL BE UNIFORM BELOW ENTIRE SLAB PLUS 2 FT ON ALL SIDES. COMPACT SPECIFIED FILL TO A MINIMUM OF 98% MAX DRY DENSITY PER ASTM D698 AT A MOISTURE CONTENT BETWEEN 0% AND 4% OF OPTIMUM.
5. FENCE AROUND ELECTRICAL PAD TO ENCLOSE PAD AND COMMUNICATIONS ANTENNA.

2 WL-1 TYPICAL MECHANICAL OR ELECTRICAL PAD
1"=10'

0 10' 20'
SCALE IN FEET HORIZONTAL

ISSUED FOR CONSTRUCTION

Prepared by/Records, Inc.
Texas Registered Engineering Firm F-1144

CHARLES H. ERWIN 116842 LICENSED PROFESSIONAL ENGINEER 10/20/21

FREESE NICHOLS
4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4895
Phone - (817) 735-7300
Web - www.freese.com

CITY OF LUBBOCK, TEXAS
LOW HEAD C PIPELINE
PLAN AND PROFILE
CONNECTION DETAILS

NO	ISSUE	BY	DATE	F&N JOB NO LUB19378
0	CHANGE ORDER NO. 1	CHE	10/20/21	
1	REQUEST FOR CHANGE PROPOSAL NO. 2	MAM	08/04/21	DATE SEPT. 2020
2	REQUEST FOR CHANGE PROPOSAL NO. 1	MAM	05/10/21	DESIGNED CHE
3	ISSUED FOR CONSTRUCTION	MAM	01/27/21	DRAWN MDC
4	ADDENDUM NO. 2	MAM	11/12/20	REVISED MDC
				CHECKED MEL

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale

Plot Date: 10/21/2021 4:39 PM Plot By: 02930 Filename: N:\WTU\Drawings\Waterline\CV-PLC-DT-CONN01.dwg
Last Saved: 10/21/2021 4:39 PM Saved By: 02930

Plot Date: 10/21/2021 4:47 PM Plot By: 02930 Filename: N:\WTU\Drawings\Waterline\CV-PLC-DT-CONN01.dwg

FILE NAME CV-PLC-DT-CONN01.dwg

SHEET DT-11

SEQ. 43

Office of Purchasing and Contract Management
Change Order

Contract No: 15477	Contractor: Garney Construction
Change Order No: 002	Contract Title: Low Head C Supply Pipeline
Bid/RFP No: PUR-2020-15477	Project No: 92450.9241.30000

"Change Order" means a written order to a Contractor, executed by the Owner, in accordance with the Contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the Contract documents, or an adjustment to the compensation payable to the Contractor, or to the time for performance of the Contract and completion of the project, or a combination thereof, which does not alter the nature of project and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line time in a Unit Price Contract do not require a Change Order. All work that alters the nature of the construction or that is not an integral part of the project objective must be let out for public bid.

Description of Change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attached additional pages is necessary:

Change Order 002 to Contract 15477 is a time-only change order to add 99 days to the project substantial completion time. This request for additional time is due project delays – specifically delays to the filling of the Low Head C Supply Pipeline for disinfection and pressure testing and to the critical shutdown of Pump Station 16 to complete the work authorized by Change Order 001. The delays were caused by unfavorable weather conditions and an unrelated line break in the City of Lubbock distribution system.

Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial Contract, no deviations are allowed in computing negotiated change order costs.

ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.

ITEM	DESCRIPTION		AMOUNT
A.	ORIGINAL CONTRACT VALUE:		$8,915,699.95
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) $50,000		$0.00
	COST CENTER: 92450	ACCOUNT: 92450.9241.30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)		0%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:		$450,102.12
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)		$450,102.12
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)		5.04%
G.	NEW CONTRACT AMOUNT (A+E):		**$9,365,802.07**

It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of, or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order.

This Change Order is not valid without the following signatures *(please sign in order and return 3 originals with the Contract Cover Sheet to Purchasing and Contract Management department)*:

(1) Contractor	2/08/2022 Date	(2) Project Architect/Engineer	2/08/2022 Date
(3) Owner's Representative	2/08/2022 Date	(4) Director of Purchasing & Contract Management	2/11/2022 Date
(5) Capital Project Manager	2/11/22 Date	(6) City Attorney	2-14-22 Date

Change Orders over $50,000.00 require a Contract Cover Sheet and the following signatures:

(7) Mayor	Date	(8) City Secretary	Date

Council Date: _____ Agenda Item #: _____ Resolution #: _____

Project	Low Head C Pipeline	**Project Number**	
Owner	City of Lubbock	Contract # 15477	
Contractor	Garney Construction	7339	
Construction Manager	Freese and Nichols	LUB19278	
Design Professional	Freese and Nichols	LUB19278	

Change Order No. 002 **Date** 2/8/2022

Make the following modifications to the Contract Documents:

Item	Description	Change Amount
1	CP-004 Time Only Extension; + 99 days	$ 0
Net Change in Contract Price this Change Order		$ 0
Net Change in Contract Times this Change Order		99 days

The compensation in this Change Order is the full, complete, and final compensation for all costs Contractor may incur because of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work because of this Change Order. The changes in Contract Times are the complete and final adjustments for impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor is entitled. All terms and provisions of the Contract Documents remain in effect except as specifically modified by this Change Order.

a. Original Contract Price	$ 8,915,699.95
b. Previously Approved Change Order/Contract Amendment Amounts	$ 450,102.12
c. Adjusted Contract Price (a + b)	$ 9,365,802.07
d. Contract Amendment Amount	$ 0
e. Revised Contract Price (c + d)	$ 9,365,802.07
f. Percent Change in Contract Price to Date	5.04 %

	Original	Previous	Current
Substantial Completion Date	11/28/2021	2/9/2022	5/19/2022
Final Completion Date	2/26/2021	4/10/2022	7/18/2022

Recommended by Design Professional

Michael McBee — 2/8/2022
Name — *Date*

Recommended by Construction Manager

Bob Cook — 2/8/2022
Name — *Date*

Approved by Garney Construction

Ryan Mahaney — 2/8/2022
Name — *Date*

Approved by City of Lubbock

Name — *Date*

1030 Andrews Highway, STE 304C, Midland Texas
Phone: 816.741.4600
www.garney.com

City of Lubbock
1314 Ave K
Lubbock, Texas, 79401

2/08/2022

Attn: Josh Kristinek

Re: Request for Change Proposal No. 004 – Contract Time Extension for Low Head C Pipeline

Dear Mr. Kristinek,

Garney would like to propose an increase in contract time of 99 calendar days for the procurement of materials and work associated with completing the tie-in at Bailey County Pump Station per RFI-012, filling delays due to Bailey County Pipeline damage, weather delays for pouring concrete thrust blocks for line stops on change order work for critical shutdown scheduled for the week of 2/7/22, material procurement delays for line stops to be performed on the critical shutdown, and delays on the PS 7 shut down work to be completed.

Sincerely,
GARNEY COMPANIES, INC.

Ryan Moloney
Project Manager

CC: John Turpin, Bailey Ratcliffe, Nick Lester, Michael McBee, Bret Calvert, Taylor Kennedy

CONTRACT MODIFICATION REQUEST

		PROJECT NUMBER
PROJECT:	Low Head C Pipeline	15477
OWNER:	City of Lubbock	7339
CONTRACTOR:	Garney Construction	LUB19278
CM:	Freese & Nichols (Bret Calvert)	LUB19278
ENGINEER:	Freese and Nichols (Michael McBee)	

CHANGE PROPOSAL NO: **004**

COP Details:

1) RFI-012 - Modification to Archer Western Pipe to Complete Connection Between Pump Station and Pipeline (42 Calendar Days Requested to Be Added to Contract Time)

- o 12/7/21 - RFI 012 returned by FNI.
- o 12/8/21 - Garney started research on connection options and lead times from TPG, Mid America pipe, and signal flange.
- o 12/20/21 - Garney presented FNI with options for flange connection and lead times. Slip flange from signal flange was selected.
- o 12/20/21 - Slip flange ordered from signal flange.
- o 1/12/22 - Slip flange onsite and fit up performed.
- o 1/18/22 - Isolation flange arrived onsite and connection bolted u+B19p.
- o A half day of welding and weld inspection will be completed on 2/7/22 when certified welder is back onsite for shut down work.

2) Filling of Low Head C Pipeline Delayed Due to Bailey County Pipeline Damage (9 Calendar Days Requested to Be Added to Contract Time)

- o 1/24/22 - Requested to start filling Low Head C Pipeline and denied because of damage to Bailey County Line by another contractor
- o 2/1/22 - Granted permission to start filling Low Head C Pipeline for pressure testing.

3) Weather Delay on PS16 Shutdown After Formal Approval Given on 2/1/22 (4 Calendar Days Requested to Be Added to Contract Time)

- o 2/3/22 - Scheduled to pour concrete thrust restraints for line stops on PS16 shutdown and unable to pour until Monday 2/7/22 because of on going weather conditions.
- o 2/7/22 - First availability of concrete post subfreezing weather conditions.

4) Material Procurement Delay Saddle for Line Stops (14 Calendar Days Requested to Be Added to Contract Time)

- o Subcontract with Tap master can be provided upon request to show initial anticipated start dates and end dates. Saddles for line stops were delayed two weeks from original projections.

5) PS 7 Shutdown Down Delayed to Weather and Increased Water Demand (Estimated 30 Days)

- o Due to cold weather and increased water consumption. City of Lubbock will not be able to shut down the pump station for line stop work.

Item #	Engineering Directive #	Description	Qty	Unit
#1		Modification to Archer Western Pipe to Complete Connection Between Pump Station and Pipeline	42	Days
#2		Delay in Filling Low Head C pipeline Due to Bailey County Line Damage	9	Days
#3		Weather Delay on PS16 Shutdown After formal Approval Received on 2/1/22	4	Days
#4		Material Procurement Delay for Line Stops	14	Days
#5		PS 7 Shut Down Delay	30	Days
			99	**Total Days**

Contractor: Garney Construction

Date: February 8, 2022

By Ryan Moloney

Ryan Moloney

Recommended for Payment by Engineer

By _____ Date

Approved for Payment by Construction Manager

By _____ Date

Approved for Payment by [OWNER]

By _____ Date

Approved for Payment by [OWNER]

By _____ Date

FREESE AND NICHOLS

CP004 - Item #1 RFI-012 (pg 1 of 10)

Request For Information

PROJECT	Low Head C Pipeline	**PROJECT NUMBER**	
OWNER	City of Lubbock		15477
BUILDER	Garney Companies		
DESIGNER	Freese and Nichols, Inc.		
CM	Bret Calvert		

RFI No.	RFI-012	**Builder Submittal No.**	RFI-012
Specification	N/A		
Drawing / Detail	WL-23		

Builder Requests: Information for the items described below or in the attached material referenced below:

Pipe was manufactured with flange as indicated in lay schedule and in contract drawings to provide a insulating flange by flange connection at STA 213+89.26 that can be seen in the following pages of this document. Pump station pipe was manufactured with a plain end and has no flange connection currently built into pipe. Please indicate if flange needs to be cut off pipe in field on Low Head C pipe or if Pump Station pipe needs to be modified to add a flange connection.

Builder's Proposed Solution:

Have pump station contractor cut flange connection off pipe when they tie-into pipe or have the pump station contractor add flange to pipe for insulated flange connection as shown in the contract drawings.

Attachment	RFI-012-InsluatingFlangeatLowHeadCPumpStationConnection-Ryan Moloney-Pending.pdf		
Requested By	Ryan Moloney	**Date**	12-06-2021

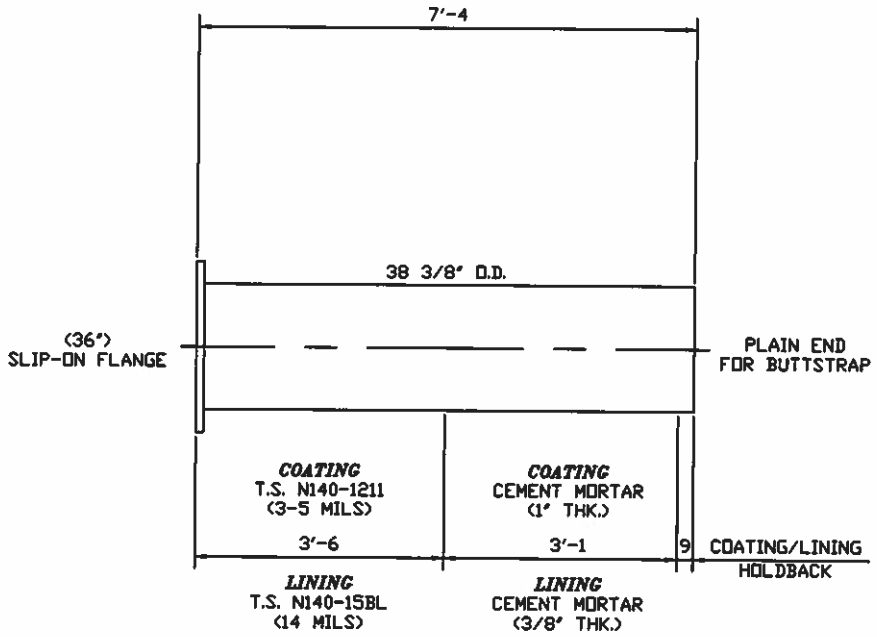
Response: Information for the items described above or in the attached material referenced:

Isolation is required between the pipeline and pump station piping. RCP forthcoming to add flanged to pipe connection bolted to the end of joint T660 at station 219+90.33. See attached insert from PS Steel Fittings SD.

Status	Filed as Received		
Action	Final Distribution		
Attachments	RFI-012-InsluatingFlangeatLowHeadCPumpStationConnection-Bret Calvert-Filed as Received.pdf RFI-012-InsluatingFlangeatLowHeadCPumpStationConnection-Ryan Moloney-Pending.pdf		
Response By	Bret Calvert	**Date**	12-07-2021

CP004 - Item #1 RFI-012
(pg 2 of 10)

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PLAN

NOTES: (1) TOP CENTERLINE DESIGNATED BY 'T' IN PC. NO.
(2) STULL PIPE AS REQ'D. PER DETAIL 'A'

C DIM. _____

_____ CML _____ XB _____ PC _____ EC _____ TW _____ CMC _____

PE AWWA C200 COIL ASTM A1018 (42000 MIN. YIELD) APPROX. SQ. FT. 80

LL THK. 1/4 COATING AS NOTED APPROX. STEEL WT. 1015

ANGE RING - D (1/4 fw) APPROX. TOTAL WT. 1760

ATE ASTM A36 LINING AS NOTED NDT VT PT

CURRENT STATUS OF THIS DRAWING IS LISTED AT RIGHT. PLEASE NOTE THAT THE CONTRACTOR MUST SIGN OFF AND DATE THIS DRAWING BEFORE ANY FABRICATION MAY BEGIN.

☐ REVISE AND RESUBMIT
☐ APPROVED AS NOTED FOR FABRICATION
☐ APPROVED AS SUBMITTED FOR FABRICATION

APPROVED BY _____ DATE _____

NO.	DATE	REVISION	BY	CK

DOMESTIC/AIS MATERIAL

PC. # 2526-1-8

DRAWN BY B. LERO

CHECKED _____

DATE 12-29-20

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CP004 - Item #1 RFI-012
(pg 6 of 10)

Low Head C Pipeline

City of Lubbock

REQUEST FOR INFORMATION

Garney CONSTRUCTION
ADVANCING WATER

RFI #: 12
JOB#: 7339
DATE: 12/6/2021

Submitted To:	*Submitted By:*
Freese & Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth Texas 76102 **ATTN: Michael McBee**	Garney Construction 5120 29th Street, Suite D Lubbock, Texas, 79407

Subject	*Co-Author*	*Copies To:*
Sta. 213+89 tie-in location for Low Head C Pipeline to Pump Station		Bret Calvert

Cost Impact	*Amount*	*Schedule Impact*	*Days*	*Drawing Impact*
TBD	TBD	TBD	TBD	TBD

Information Requested ***Date Required:*** **12/7/2021**

Pipe was manufactured with flange as indicated in lay schedule and in contract drawings to provide a insulating flange by flange connection at STA 213+89.26 that can be seen in the following pages of this document. Pump station pipe was manufactured with a plain end and has no flange connection currently built into pipe. Please indicate if flange needs to be cut off pipe in field on Low Head C pipe or if Pump Station pipe needs to be modified to add a flange connection.

Response

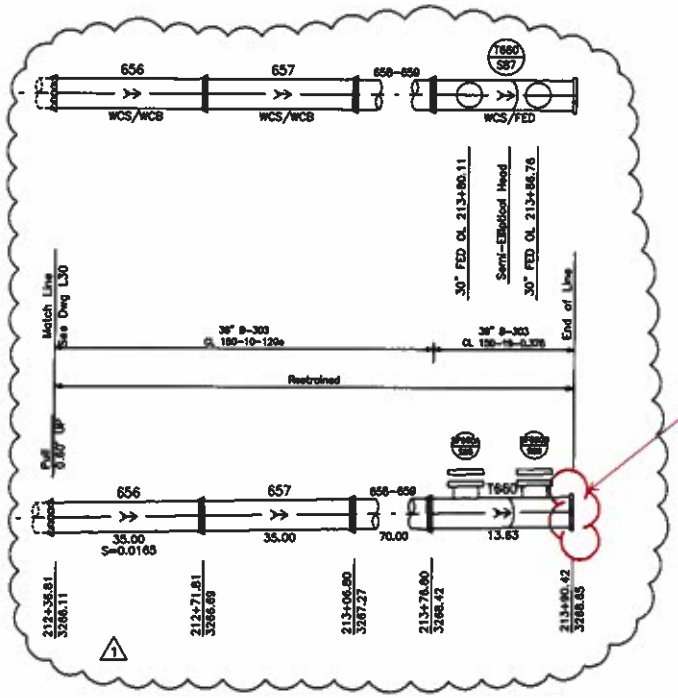
Answered By: _____ Date Answered: _____

Accepted By: _____ Date Accepted: _____

PLAN

NOTES:
UNLESS FIELD WELDED, ALL JOINTS ARE TO BE BONDED PER SHEET G7

CP004 - Item #1 RFI-012
(pg 7 of 10)



Flange Built to Accommodate Insulation Flange As Indicated at Sta. 213+89.26 on Sheet WL-23 of Plans

PROFILE

Elevation Reference = Top.
All dimensions in 'ft' unless specified.

NO.	REVISION	DATE	BY	CHK
1	REVISED LAYOUT PER ENGINEER'S REVISED PRINTS	7/19/21	KDJ	

THOMPSON PIPEGROUP PRESSURE

RELEASED COPY
ISSUED FOR FABRICATION
JUL 19, 2021
SCALE: NONE

LOW HEAD C PIPELINE
LUBBOCK, TEXAS

DRAWN	KDJ	7/9/21	QUOTE: 180703-051	200067	L31
CHECKED					

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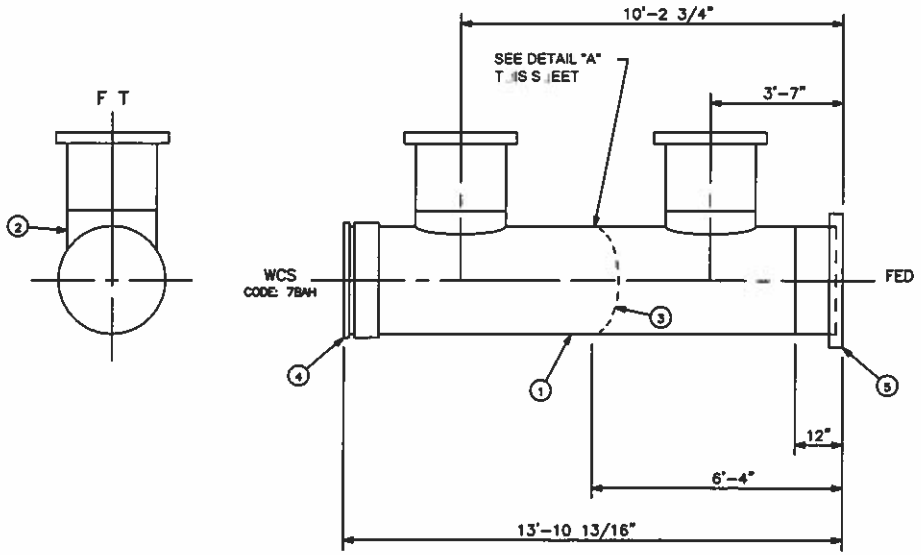
CP004 - Item #1 RFI-012 (pg 8 of 10)

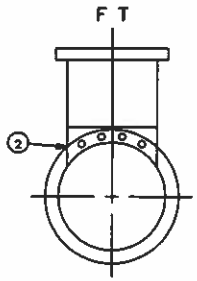
Detail Sheet of MK T660 at the Tie-in Location of Low Head C Pump Station

WCS	HOLDBACK	GRIND
INTERIOR	FLUSH	
EXTERIOR	4	

FED	HOLDBACK	GRIND
INTERIOR	FLUSH	
EXTERIOR	6.0	

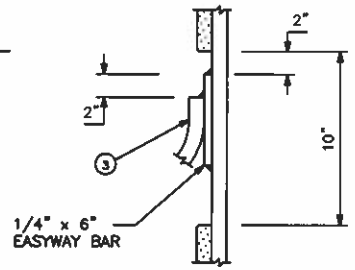
ITEM No	QTY	DESCRIPTION	REF SHEET
1	1	37.875" OD x 0.375" x 12'-7" ROLLED CYL	
2	2	30" FED RADIAL OUTLET	D11-B
3	1	36 3/8" OD x 0.438" SEMI-ELLIPTICAL HEAD	D16-A
4	1	WCS END	D4-A
5	1	FED INSULATING SKIRTED FLANGE	D7-D





FLANGES TO BE TWO-HOLED ON FIELD TOP.

FLG EDGE & BACK: Shop Primer
FLG MACHINED FACE: Shop Primer



DETAIL "A"

EXTERIOR COATING NOT SHOWN

Lining: C303 Cement Mortar, 9/16"
Coating: C303 Cement Mortar, 1"
Class: 150-19-0.375

T660 / L31

CS# 12

NO.	REVISION	DATE	BY	CHK

THOMPSON PIPEGROUP PRESSURE

RELEASED COPY
ISSUED FOR FABRICATION
MAR 25, 2021
SCALE: NONE

LOW HEAD C PIPELINE
LUBBOCK, TEXAS

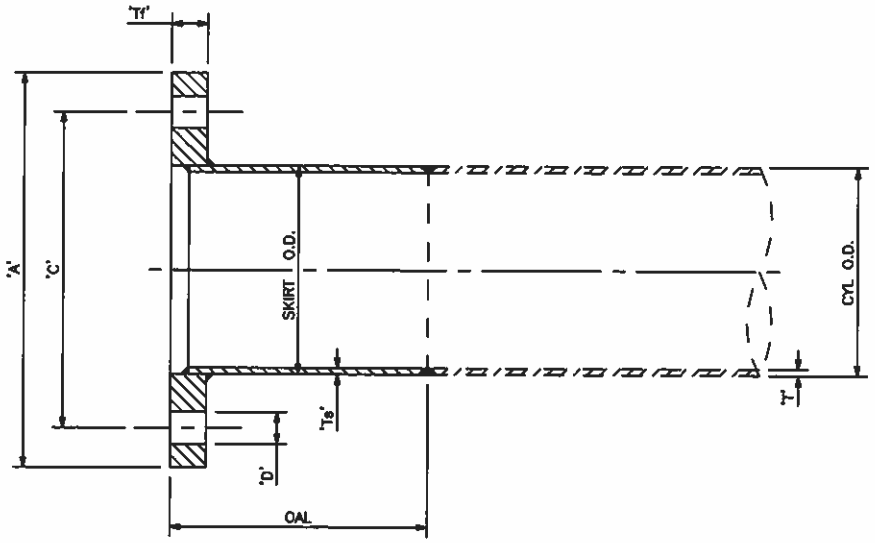
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CHECKED					

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CP004 - Item #1 RFI-012
(pg 9 of 10)

SKIRTED RING FLANGE

NOTES:
1. ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED.
2. SEE SHOP DRAWINGS FOR SPECIFIC END PREPARATION REQUIREMENTS AT PIPE ENDS.
3. FLANGE TO BE IN ACCORDANCE WITH AWWA C207
4. FACING OF FLANGE SHALL BE IN ACCORDANCE WITH C207 EXCEPT THAT FINAL MACHINING OF THE FLANGE SHALL BE DONE ONLY AFTER ALL WELDING TO THE PIPE SKIRT IS COMPLETED. FLANGES SHALL BE FACED NORMAL TO THE LONGITUDINAL AXIS.



ROW	STEEL CYLINDER			FLANGE DATA							SKIRT	
	NOMINAL I.D. OF PIPE (IN)	O.D. OF CYLINDER (IN)	GAUGE OR THICKNESS 'T'	CLASS	OVERALL LENGTH (IN)	FLANGE O.D. 'A'	NUMBER OF BOLT HOLES	BOLT CIRCLE DIAMETER 'C'	BOLT HOLE DIAMETER 'D'	FLANGE THICKNESS 'Tf'	SKIRT O.D. (IN)	THICKNESS 'Ts' (IN)
D7-A	36	37 7/8	1/4	D	12.0	46.0	32	42.75	1.750	1.625	37 7/8	3/8
D7-B	36	37 7/8	1/4	D	12.0	46.0	32	42.75	1.625	1.625	37 7/8	3/8
D7-C	36	37 7/8	3/8	D	12.0	46.0	32	42.75	1.625	1.625	37 7/8	3/8
D7-D	36	37 7/8	3/8	D	12.0	46.0	32	42.75	1.750	1.625	37 7/8	3/8
D7-E	24	25 3/4	1/4	D	24.0	32.0	20	29.5	1.500	1.25	25 3/4	1/4
D7-F	30	31 7/8	3/8	D	24.0	38.75	28	36.0	1.375	1.375	31 7/8	1/4
D7-G	16	17 3/8	1/4	D	24.0	23.5	16	21.25	1.125	1.0	17 3/8	1/4

NO.	REVISION	DATE	BY	CHK

THOMPSON PIPEGROUP PRESSURE

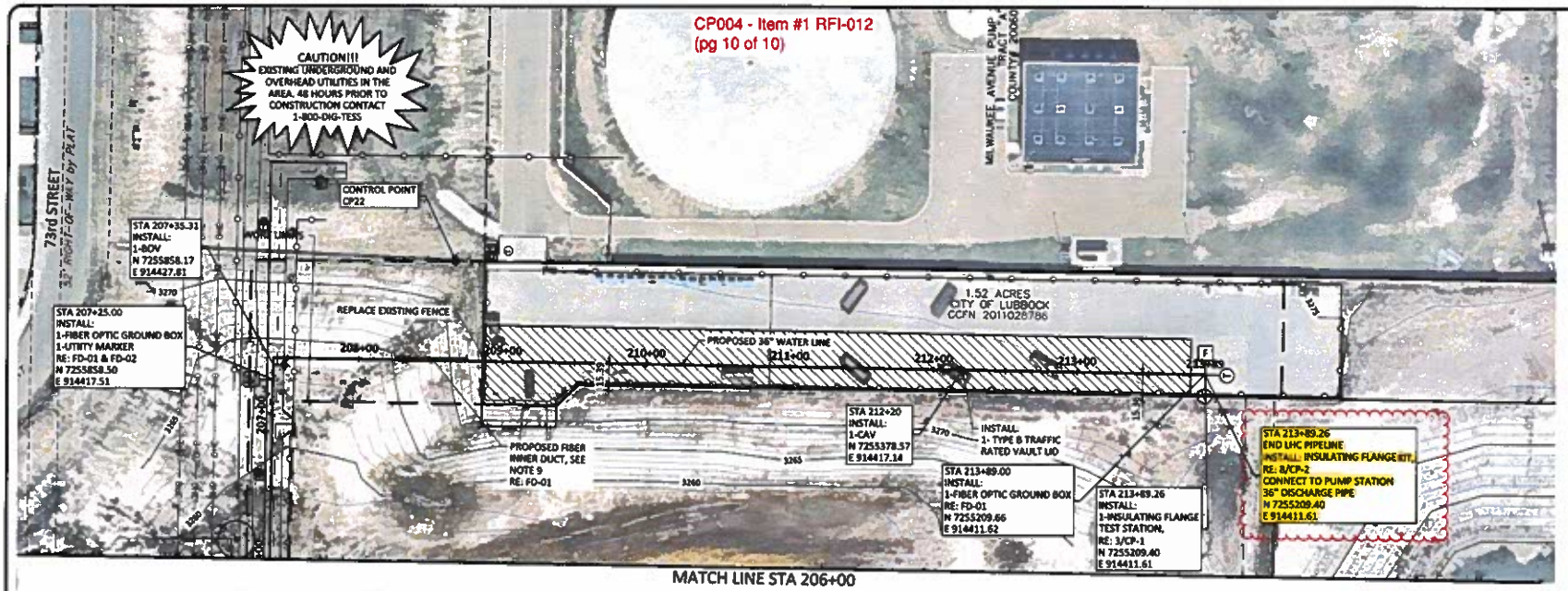
RELEASED COPY
ISSUED FOR FABRICATION
MAR 25, 2021
SCALE: NONE

LOW HEAD C PIPELINE
LUBBOCK, TEXAS

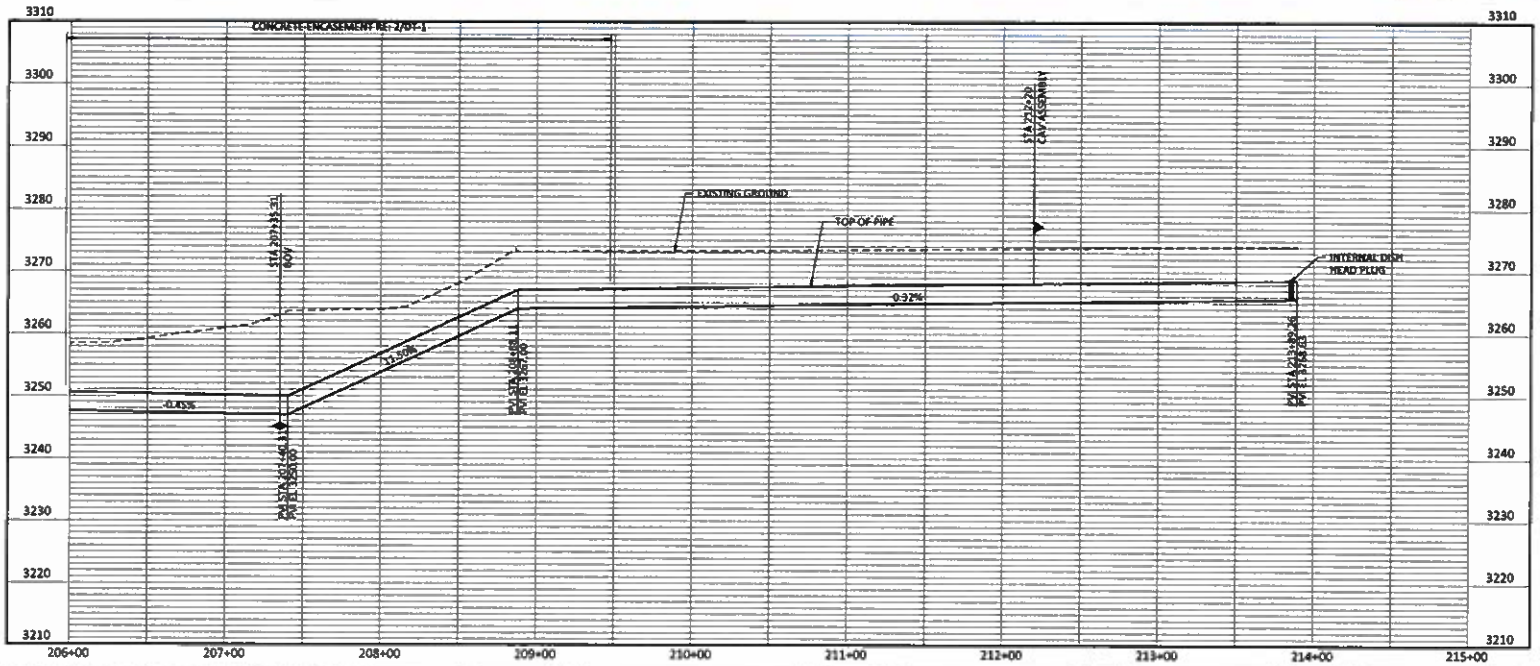
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CHECKED					

CAD File: 200067-D7.dwg; Tab: MODEL; Last Saved: 12/30/2020 - 3:00 PM

CP004 - Item #1 RFI-012
(pg 10 of 10)



MATCH LINE STA 206+00



NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. WORK LIMITS ARE SHOWN ON THIS SHEET. CONCRETE PAVING OUTSIDE OF THE PAVEMENT REPLACEMENT LIMITS IS NOT TO BE DAMAGED. IF CONTRACTOR DAMAGES THE CONCRETE PAVING IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO SEPARATE PAYMENT WILL BE MADE.
3. RETURN GRADES OF PLAYA LAKE EMBANKMENTS AND DISTURBED AREAS TO PRECONSTRUCTION GRADES AFTER INSTALLATION ACTIVITIES ARE COMPLETE. MAINTAIN ZERO NET FILL FOR BACKFILL AND FILLS IN THE PLAYA LAKE FROM STATION 188+50 TO STATION 209+00. DISPOSE OF EXCESS MATERIALS FROM EXCAVATION OFF SITE.
4. DO NOT STOCKPILE MATERIALS IN THE PLAYA LAKE.
5. INSTALL INTERNAL DISHED PLUG TO TEST THE PIPELINE. TEST PLUGS SHALL BE DESIGNED FOR HYDROSTATICALLY TESTING THE PIPELINE. CONTRACTOR SHALL LEAVE TEST PLUG FOR PUMP STATION CONTRACTOR TO TEST AGAINST.
6. CONTRACTOR SHALL LEAVE PLAIN END PIPE AT TIE-IN LOCATION.
7. IN THE EVENT THE PIPE BY PUMP STATION CONTRACTOR IS INSTALLED PRIOR TO PIPELINE CONTRACTOR'S ABILITY TO MAKE TIE-IN, THE PIPELINE CONTRACTOR SHALL TIE-IN TO THE EXISTING PIPE WITH A BUTT STRAP CONNECTION. CONFIRM PIPE OD OF CONNECTING PIPE PRIOR TO SHOP DRAWING PREPARATION AND INSTALL. THIS CONNECTION WILL BE BORNE SOLELY BY THE PIPELINE CONTRACTOR AT NO ADDITIONAL EXPENSE TO OWNER.
8. COORDINATE REMOVAL OF TEST PLUG WITH OTHER CONTRACTOR.
9. FIBER INNER DUCT SHALL BE INSTALLED ON THE SIDE OF THE PIPELINE FURTHEST FROM THE STREET.

NORTH
SCALE IN FEET HORIZONTAL 0 40' 80'
SCALE IN FEET VERTICAL 0 10' 20'

ISSUED FOR CONSTRUCTION

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

ISSUED FOR CONSTRUCTION ON 1/27/2023

FREESE NICHOLS
4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4895
Phone: (817) 735-7300
Web: www.freese.com

CITY OF LUBBOCK, TEXAS
LOW HEAD C PIPELINE
PIPELINE PLAN AND PROFILE
PLAN AND PROFILE
STA. 206+00 TO END

NO	MARK	DATE	BY
1	ISSUED FOR CONSTRUCTION	01/27/23	MDC

Plan 208140 LUB19378
DATE SEPT. 2020
DESIGNED CHK
DRAWN MDC
CHECKED MCL
Plot Name CV-WLC-PP-WATR02.dwg

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

SHEET WL-23
SEQ. 29

Plot Date: 1/27/2023 12:27 PM Plot By: mdc Filename: R:\WTU\Drawings\Master\sht\CV-WLC-PP-WATR02.dwg
Filename: R:\WTU\Drawings\Water\Proj\CV-WLC-PP-WATR02.dwg
Last Saved: 1/27/2023 11:38 AM Saved By: mdc

CP004 - Item #1 Solicitation for Slip Flange (pg 1 of 4)

Ryan Moloney

From: David Acquistapace <davida@signalmetal.com>
Sent: Friday, December 10, 2021 1:31 PM
To: Ryan Moloney
Subject: RE: [EXTERNAL] Contact Info

I'm terribly sorry for the wait Ryan! My boss has been off for a few days which left me working everything flange related but I'm looking at this now and it basically looks as if you need the following (which is convenient as we just supplied Mid America with a pair of these exact flanges, domestic, but with drilled and tapped bolt holes). Will you confirm this is basically what you're needing (again, I'm sort of basing this off what we just sent to Mid America):

1) 36" D – Ring Bore 38.50" (or whatever you tell me you need the ID to be) = $ 895.00 each
   46.00" OD x 38.50" ID x 1.625" Thick
   Drill (32) Dia 1.625" B.C. 42.75"
   Material: 100% domestic melt and manufactured A36 carbon steel (machined ID and face side only, not the OD or backside)
   Lead Time: Approximately 10 – 15 work days but will push for closer to ship in 10 – 12 if you end up purchasing it.
   Freight not included (if you give me a destination zip code I'll happily give you a delivered price if that helps)

Thanks for your patience on this Ryan and again, I apologize for the wait. I know you're in a slight rush (well, just can't wait as long as you'd been quoted already) so if you can, please let me know when you have the credit info filled out so I can get it processed ASAP.

Have a great weekend and hope to hear from you soon.

David Acquistapace
Sales Representative
Signal Metal Industries
850 East Pioneer Dr.
Irving, TX 75061
Phone: (972) 438-1022

Check out our NEW Website
www.signalflange.com

From: Ryan Moloney <rmoloney@garney.com>
Sent: Thursday, December 9, 2021 4:03 PM
To: David Acquistapace <davida@signalmetal.com>
Cc: Justin Kurdupski <jkurdupski@garney.com>; Mason Boorom <mboorom@garney.com>
Subject: RE: [EXTERNAL] Contact Info
Importance: High

CP004 - Item #1 Solicitation for Slip Flange (pg 2 of 4)

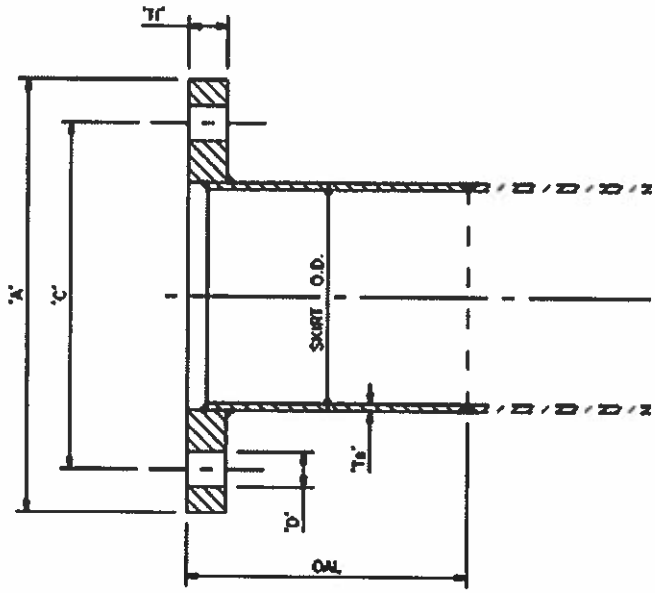
David,

Sorry this took a little longer than I hoped to send over.

We need order a slip flange that would meet the following criteria:

SKIRTED RING FLANGE

NOTES:
1. ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED.
2. SEE SHOP DRAWINGS FOR SPECIFIC END PREPARATION REQUIREMENTS AT PIPE ENDS.
3. FLANGE TO BE IN ACCORDANCE WITH AWWA C207
4. FACING OF FLANGE SHALL BE IN ACCORDANCE WITH C207 EXCEPT THAT FINAL MACHINING OF THE FLANGE SHALL BE DONE ONLY AFTER ALL WELDING TO THE PIPE SKIRT IS COMPLETED. FLANGES SHALL BE FACED NORMAL TO THE LONGITUDINAL AXIS.

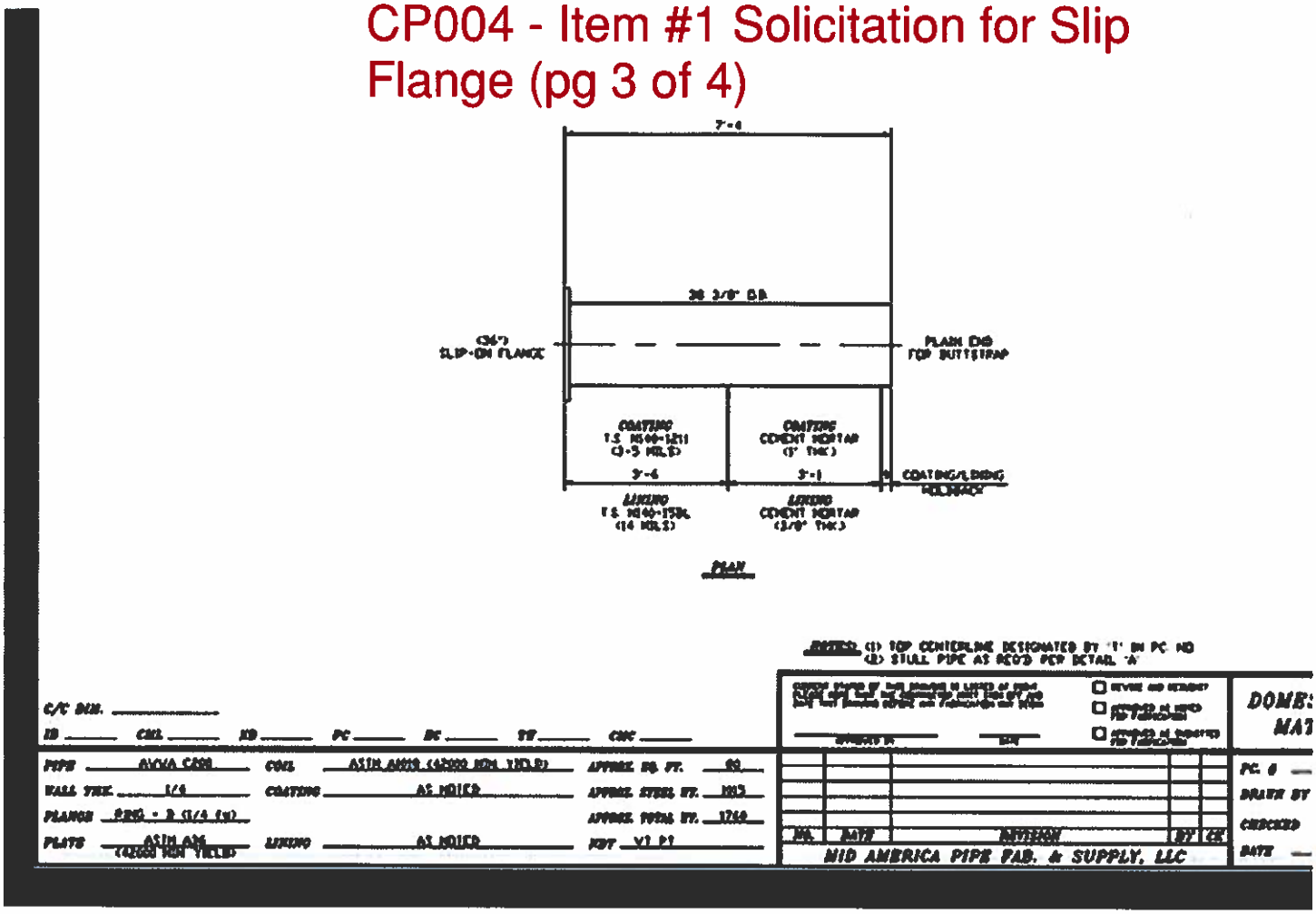


Machine Faced Flange
Slip Flange

ROW	STEEL CYLINDER			FLANGE DATA					
	NOMINAL I.D. OF PIPE (IN)	O.D. OF CYLINDER (IN)	GAUGE OR THICKNESS 'T'	CLASS	OVERALL LENGTH (IN)	FLANGE O.D. 'A'	NUMBER OF BOLT HOLES	BOLT CIRCLE DIAMETER 'C'	BOLT DIAME 'D'
D7-A	36	37 7/8	1/4	D	12.0	46.0	32	42.75	1.7
D7-B	36	37 7/8	1/4	D	12.0	46.0	32	42.75	1.6
D7-C	36	37 7/8	3/8	D	12.0	46.0	32	42.75	1.6
D7-D	36	38 3 8	1 4	D	12.0	46.0	32	42.75	1.7
D7-E	24	25 3/4	1/4	D	24.0	32.0	20	29.5	1.5
D7-F	30	31 7/8	3/8	D	24.0	38.75	28	36.0	1.3
D7-G	16	17 3/8	1/4	D	24.0	23.5	16	21.25	1.1

We are planning to weld the slip on flange to the following pipe from Mid-America:

CP004 - Item #1 Solicitation for Slip Flange (pg 3 of 4)



Please let me know if you need any additional information.

Thank you,

Ryan Moloney
Employee-Owner Since 2012
GARNEY CONSTRUCTION *Advancing Water*
PH: 816.741.4600 CELL: 314.808.1786 FAX: 816.278.5961
ADDRESS: 1700 Swift Street, North Kansas City, MO 64116 GARNEY.COM

From: David Acquistapace <davida@signalmetal.com>
Sent: Thursday, December 9, 2021 11:45 AM
To: Ryan Moloney <rmoloney@garney.com>
Subject: [EXTERNAL] Contact Info

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Thanks for the call Ryan and look forward to hearing back from you.

David Acquistapace
Sales Representative
Signal Metal Industries

CP004 - Item #1 Solicitation for Slip Flange (pg 4 of 4)

850 East Pioneer Dr.
Irving, TX 75061
Phone: (972) 438-1022

Check out our NEW Website
www.signalflange.com

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Ryan Moloney

From: Ryan Moloney
Sent: Monday, December 20, 2021 9:22 AM
To: Charlie Erwin; Michael McBee; Bret Calvert
Cc: Mason Boorom; Taylor Kennedy; Justin Kurdupski
Subject: RE: [EXTERNAL] RE: RFI-012-Insluating Flange at Low Head C Pump Station Connection Options

10-4.

I will get the flange ordered and will look for an RDP to be issued to indicate a slip on flange.

Thanks,

Ryan Moloney
Employee-Owner Since 2012
GARNEY CONSTRUCTION *Advancing Water*
PH: 816.741.4600 CELL: 314.808.1786 FAX: 816.278.5961
ADDRESS: 1700 Swift Street, North Kansas City, MO 64116 GARNEY.COM

From: Charlie Erwin <Charlie.Erwin@freese.com>
Sent: Monday, December 20, 2021 9:18 AM
To: Ryan Moloney <rmoloney@garney.com>; Michael McBee <Michael.McBee@freese.com>; Bret Calvert <bsc@freese.com>
Cc: Mason Boorom <mboorom@garney.com>; Taylor Kennedy <tkennedy@garney.com>; Justin Kurdupski <jkurdupski@garney.com>
Subject: [EXTERNAL] RE: RFI-012-Insluating Flange at Low Head C Pump Station Connection Options

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I am okay with a slip on flange that is welded in field.

From: Ryan Moloney <rmoloney@garney.com>
Sent: Monday, December 20, 2021 9:14 AM
To: Michael McBee <Michael.McBee@freese.com>; Charlie Erwin <Charlie.Erwin@freese.com>; Bret Calvert <bsc@freese.com>
Cc: Mason Boorom <mboorom@garney.com>; Taylor Kennedy <tkennedy@garney.com>; Justin Kurdupski <jkurdupski@garney.com>
Subject: RFI-012-Insluating Flange at Low Head C Pump Station Connection Options
Importance: High

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Michael/Charlie/Bret,

I've checked with TPG, Mid America pipe, and Signal Flange out of Dallas to find the quickest way for us to get the flange connection completed.

The quickest way for us to get the flange connect completed with a tie-in to the pump station pipeline is to order a flange that can be welded in the field to Mid America Pipe that Archer Western has available for us to use. We have worked through the logistics with Archer Western and can complete the tie-in January after the flange will arrive. The flange will take approximately 2 weeks to be ordered, manufactured, and shipped to the jobsite.

Lead time from TPG for a Plain End by Flange Pipe was approximately 6 weeks.

Lead time from Mid America is still unknown as they have been unresponsive since last Wednesday 12/15/21 and still have not given us an exact lead time for manufacturing a flange by plain end pipe for the tie-in.

Please let us know what we need to do to be able to proceed with RCP and get material ordered.

Thank you,

Ryan Moloney
Employee-Owner Since 2012
GARNEY CONSTRUCTION *Advancing Water*
PH: 816.741.4600 CELL: 314.808.1786 FAX: 816.278.5961
ADDRESS: 1700 Swift Street, North Kansas City, MO 64116 GARNEY.COM

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CP004 - Item #2 Filling Delay

Ryan Moloney

From: Bret Calvert <bsc@freese.com>
Sent: Tuesday, January 25, 2022 12:02 PM
To: Taylor Kennedy; Ryan Moloney; Justin Kurdupski; Mason Boorom
Cc: Michael McBee; Nick Lester
Subject: [EXTERNAL] PS7 24" Waterline Replacement PS16 Shutdown

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Team Garney,

You may or may not be aware that the City of Lubbock had a waterline emergency pop up yesterday which has delayed the filling of the LHC PL. We just received notice from the City that they are currently relying on PS-16 to provide City water. As of right now, Garney will not have permission to fill the LHC PL or shut down Pump Station 16 the week of Feb. 7th, unless the break is repaired and the system is returned to normal operating conditions. They indicated that they would keep us informed of the status of the repairs.

If you have any questions please give me a call.

Thanks

Bret Calvert, CCM
NTx Program/Construction Management
Freese and Nichols, Inc.
Certified Construction Manager
Mobile: 817-897-8510
bret.calvert@freese.com

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CP004 - Item #2 Filling Delay - Confirmation to Start Filling (pg 1 of 3)

Ryan Moloney

From: Bret Calvert <bsc@freese.com>
Sent: Wednesday, February 2, 2022 10:43 AM
To: Ryan Moloney; Taylor Kennedy; Justin Kurdupski; Mason Boorom
Cc: Michael McBee; Nick Lester; Charlie Erwin
Subject: RE: [EXTERNAL] PS7 24" Waterline Replacement PS16 Shutdown

Ryan,

- Approval to fill the LHC PL was given yesterday 2/1. Started filling from fire hydrant at 66th and Upland, 200 GPM +/-.
- Formal approval to shut down PS16 from 2/7 to 2/11 for the 24" WL replacement was also given yesterday 2/1.

Thanks

Bret Calvert, CCM
NTx Program/Construction Management
Freese and Nichols, Inc.
Certified Construction Manager
Mobile: 817-897-8510
bret.calvert@freese.com

From: Bret Calvert
Sent: Friday, January 28, 2022 11:26 AM
To: Ryan Moloney <rmoloney@garney.com>; Taylor Kennedy <tkennedy@garney.com>; Justin Kurdupski <jkurdupski@garney.com>; Mason Boorom <mboorom@garney.com>
Cc: Michael McBee <Michael.McBee@freese.com>; Nick Lester <ncl@freese.com>; Charlie Erwin <Charlie.Erwin@freese.com>
Subject: RE: [EXTERNAL] PS7 24" Waterline Replacement PS16 Shutdown

Ryan –

01 45 16.16 states to fill slowly, does not provide a fill rate in GPM. If there is a not to exceed GPM that would need to come from the Engineering side, Michael or Charlie?

I spoke with Bailey and she getting with plant staff this morning, I should be able to answer your other questions this afternoon.

Thanks

Bret Calvert, CCM
NTx Program/Construction Management
Freese and Nichols, Inc.
Certified Construction Manager
Mobile: 817-897-8510
bret.calvert@freese.com

From: Ryan Moloney <rmoloney@garney.com>
Sent: Friday, January 28, 2022 10:48 AM
To: Bret Calvert <bsc@freese.com>; Taylor Kennedy <jkurdupski@garney.com>; Mason Boorom <mboorom@garney.com>
Cc: Michael McBee <Michael.McBee@freese.com>; Nick Lester <ncl@freese.com>; Charlie Erwin <Charlie.Erwin@freese.com>
Subject: RE: [EXTERNAL] PS7 24" Waterline Replacement PS16 Shutdown

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Bret,

Can you please confirm when we will be allowed to start filling the Low Head C Pipeline? We had anticipated starting on Monday 1/24/22 as mentioned in your previous email and we would like to plan our schedule accordingly when the system can support the filling operations.

Can you confirm if there will be fill rate that we cannot exceed? We currently have a 3" bypass system in place that will limit the fill rate compared to a 4" bypass system that could be used. We have everything in place to turn on when we have confirmation that we can start filling.

We also believe the repair to the bailey County Line was successfully completed yesterday 1/27/22 and would like to see if we can get a formal update to support our current plan to install the line stop equipment next week and then perform the shut down the week of 2/7/22 as planned.

Thank you sir,

Ryan Moloney
Employee-Owner Since 2012
GARNEY CONSTRUCTION *Advancing Water*
PH: 816.741.4600 CELL: 314.808.1786 FAX: 816.278.5961
ADDRESS: 1700 Swift Street, North Kansas City, MO 64116 GARNEY.COM

From: Bret Calvert <bsc@freese.com>
Sent: Tuesday, January 25, 2022 12:02 PM
To: Taylor Kennedy <tkennedy@garney.com>; Ryan Moloney <rmoloney@garney.com>; Justin Kurdupski <jkurdupski@garney.com>; Mason Boorom <mboorom@garney.com>
Cc: Michael McBee <Michael.McBee@freese.com>; Nick Lester <ncl@freese.com>
Subject: [EXTERNAL] PS7 24" Waterline Replacement PS16 Shutdown

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Team Garney,

You may or may not be aware that the City of Lubbock had a waterline emergency pop up yesterday which has delayed the filling of the LHC PL. We just received notice from the City that they are currently relying on PS-16 to provide City water. As of right now, Garney will not have permission to fill the LHC PL or shut down Pump Station 16 the week of Feb. 7th, unless the break is repaired and the system is returned to normal operating conditions. They indicated that they would keep us informed of the status of the repairs.

If you have any questions please give me a call.

Thanks

Bret Calvert, CCM
NTx Program/Construction Management
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Certified Construction Manager
Mobile: 817-897-8510
bret.calvert@freese.com

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CP004 - Item #3 Backup for Weather Delay

weather.gov

Weather observations for the past three days

Lubbock, Lubbock International Airport

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metric

Date	Time (cst)	Wind (mph)	Vis. (mi.)	Weather	Sky Cond.	Temperature (°F) Air	Dwpt	6 hour Max.	6 hour Min.	Relative Humidity	Wind Chill (°F)	Heat Index (°F)	Pressure altimeter (in)	Pressure sea level (mb)	Precipitation (in.) 1 hr	3 hr	6 hr
04	10:53	W 7	10.00	Fair	CLR	21	10			62%	12	NA	30.58	1039.3			
04	09:53	NW 8	10.00	Fair	CLR	15	6			67%	4	NA	30.56	1039.1			
04	08:53	NW 7	10.00	Fair	CLR	6	-1			73%	-6	NA	30.53	1038.8			
04	07:53	NW 8	10.00	Fair	CLR	2	-4			76%	-12	NA	30.52	1038.4			
04	06:53	W 7	10.00	Fair	CLR	1	-4			79%	-12	NA	30.49	1037.8			
04	05:53	W 7	10.00	Fair	CLR	1	-4	9	1	79%	-12	NA	30.47	1036.8			
04	04:53	NW 9	10.00	Fair	CLR	3	-2			79%	-11	NA	30.44	1035.7			
04	03:53	NW 12	10.00	Fair	CLR	4	-1			80%	-12	NA	30.43	1035.1			
04	02:53	N 10	10.00	Fair	CLR	5	-1			76%	-10	NA	30.42	1034.8			
04	01:53	N 12	10.00	Fair	CLR	6	1			80%	-10	NA	30.41	1034.6			
04	00:53	N 10	10.00	Fair	CLR	7	2			80%	-7	NA	30.42	1034.7			
03	23:53	N 12	10.00	Fair	CLR	9	3	16	9	77%	-6	NA	30.41	1034.4			
03	22:53	N 12	10.00	A Few Clouds	FEW065	11	5			77%	-4	NA	30.40	1033.6			
03	21:53	N 12	10.00	Mostly Cloudy	BKN065	13	8			81%	-1	NA	30.37	1032.6			
03	20:53	N 13 G 23	7.00	Light Snow	SCT042	14	8			77%	-0	NA	30.34	1031.8			
03	19:53	N 16	5.00	Light Snow	OVC045	15	8			74%	-1	NA	30.32	1031.0			
03	18:53	N 15 G 24	6.00	Light Snow	OVC043	15	8			74%	-0	NA	30.30	1030.2			
03	17:53	N 20 G 26	3.00	Light Snow Blowing Snow	OVC038	16	8	17	11	71%	-1	NA	30.26	1028.7			
03	16:53	N 16	4.00	Light Snow Blowing Snow	BKN015 OVC037	16	10			77%	1	NA	30.24	1027.8			
03	15:53	N 17	6.00	Light Snow Blowing Snow	FEW011 OVC030	16	8			71%	0	NA	30.22	1027.3			
03	14:53	N 20 G 26	4.00	Light Snow Blowing Snow	BKN016 OVC030	15	7			70%	-2	NA	30.20	1026.6			
03	13:53	N 20 G 26	9.00	Light Snow	BKN015 OVC038	14	6			71%	-4	NA	30.21	1027.0			

Temperatures remained in the teens into the evening of 2/3/22 an dropped into the single digits overnight. Concrete plants an volumetric trucks will not manufacture material until Monday 2/7/22

Temperatures never rose above freezing and concrete for thrust blocks was unable to be manufactured and sent to job site. Morning of 2/3/22 the concrete plants and volumetric trucks shut down in Lubbock until Monday 2/7/22.

03	12:53	N 20 G 30	5.00	Light Snow Blowing Snow	BKN013 OVC040	12	5			73%	-6	NA	30.23	1027.6			
03	11:53	N 21 G 29	9.00	Overcast and Breezy	FEW014 OVC039	11	3	12	9	70%	-8	NA	30.24	1028.3			
03	10:53	N 20	10.00	Overcast	OVC038	12	3			67%	-6	NA	30.25	1028.1			
03	09:53	N 16	6.00	Light Snow	BKN014 OVC031	11	3			70%	-6	NA	30.25	1028.2			
03	08:53	N 16	5.00	Light Snow	FEW000 SCT012 BKN100	9	3			77%	-8	NA	30.22	1027.2			
03	07:53	N 17 G 28	2.00	Light Snow	SCT024 BKN038 OVC080	9	3			77%	-9	NA	30.19	1026.3			
03	06:53	N 21 G 28	2.00	Light Snow Fog/Mist and Breezy	OVC030	10	2			69%	-9	NA	30.17	1025.5			
03	05:53	N 20 G 26	2.00	Light Snow Fog/Mist	FEW009 FEW037 OVC060	10	4	13	10	76%	-9	NA	30.17	1025.3			0.05
03	04:53	N 17 G 28	2.00	Light Snow Fog/Mist	OVC030	11	5			77%	-6	NA	30.15	1024.1	0.01		
03	03:53	N 17 G 25	2.00	Light Snow Fog/Mist	FEW013 OVC026	11	5			77%	-6	NA	30.15	1024.4			
03	02:53	N 17 G 26	6.00	Light Snow Fog/Mist	FEW015 FEW020 OVC055	12	5			73%	-5	NA	30.15	1024.1		0.04	
03	01:53	N 15	8.00	Overcast	OVC055	13	7			77%	-3	NA	30.14	1023.8			
03	00:53	N 13	1.50	Light Snow Fog/Mist	OVC023	13	8			81%	-2	NA	30.16	1024.2	0.04		
02	23:53	NE 17 G 28	0.75	Light Snow Fog/Mist	VV011	13	7	19	13	77%	-4	NA	30.14	1023.8	0.02		0.02
02	22:53	N 15	6.00	Light Snow	OVC020	15	8			74%	-0	NA	30.13	1023.0			
02	21:53	N 18 G 28	2.50	Light Snow	BKN014 OVC023	15	9			77%	-2	NA	30.12	1022.4			
02	20:53	NE 17 G 31	9.00	Light Snow	OVC023	17	10			74%	1	NA	30.09	1021.3			
02	19:53	N 18 G 26	9.00	Light Snow	OVC018	18	11			74%	2	NA	30.09	1021.3			
02	18:53	N 15 G 24	5.00	Light Snow	OVC018	18	13			81%	4	NA	30.06	1019.9			
02	17:53	N 20 G 29	2.00	Light Snow	OVC018	19	13	26	19	77%	3	NA	30.02	1018.4			0.04
02	16:53	NE 15 G 25	2.00	Light Snow	BKN018 OVC075	22	15			75%	9	NA	30.01	1017.5			

Starting at 6:53 AM Wednesday 2/2/22 morning the temperatures never rose above freezin
all day and concrete for thrust blocks was unable to be manufactured and sent to job site.

02	15:53	N 15 G 28	2.00	Light Snow	BKN015 OVC024	23	17			78%	10	NA	30.00	1017.1	0.01	
02	14:53	N 14	0.75	Light Snow	SCT010 OVC014	23	18			81%	11	NA	29.99	1016.7	0.03	0.03
02	13:53	N 16	1.00	Light Snow	OVC012	23	17			78%	10	NA	30.00	1017.0		
02	12:53	N 18	10.00	Overcast	OVC012	24	16			71%	10	NA	30.02	1017.6		
02	11:53	NE 17	10.00	Overcast	OVC010	25	17	32	24	72%	12	NA	30.03	1017.7		
02	10:53	NE 14 G 24	10.00	Overcast	OVC009	25	19			78%	13	NA	30.02	1017.3		
02	09:53	NE 13	10.00	Overcast	OVC007	26	21			81%	15	NA	30.01	1016.9		
02	08:53	N 14	10.00	Overcast	BKN008 OVC011	27	22			81%	16	NA	29.98	1015.9		
02	07:53	NE 17 G 26	10.00	Overcast	FEW009 BKN011 OVC015	28	22			78%	16	NA	29.94	1014.0		
02	06:53	NE 18	10.00	Overcast	BKN019 OVC170	30	20			66%	18	NA	29.91	1012.7		
02	05:53	NE 16	10.00	Overcast	FEW020 FEW110 OVC180	32	20	38	32	61%	21	NA	29.90	1011.9		
02	04:53	NE 15	10.00	Overcast	BKN020 OVC150	34	22			61%	24	NA	29.88	1010.7		
02	03:53	NE 21	10.00	Overcast and Breezy	BKN018 OVC100	35	20			54%	24	NA	29.86	1009.9		
02	02:53	NE 14	10.00	Overcast	BKN016 OVC100	37	21			52%	28	NA	29.87	1010.2		
02	01:53	NE 15 G 20	10.00	Overcast	FEW020 BKN090 OVC120	37	20			50%	28	NA	29.88	1010.4		
02	00:53	N 17	10.00	Overcast	BKN095 OVC120	38	18			44%	29	NA	29.86	1009.9		
01	23:53	N 10	10.00	Overcast	BKN100 OVC120	38	18	49	38	44%	31	NA	29.89	1010.9		
01	22:53	N 14	10.00	Overcast	OVC140	39	18			43%	31	NA	29.88	1010.8		
01	21:53	NE 17 G 24	10.00	Overcast	OVC120	40	19			43%	31	NA	29.84	1009.7		
01	20:53	N 14	10.00	Overcast	OVC150	41	19			41%	33	NA	29.86	1010.5		
01	19:53	N 14	10.00	Overcast	OVC150	44	21			40%	37	NA	29.85	1010.1		
01	18:53	N 9	10.00	Mostly Cloudy	BKN150 BKN250	47	23			39%	43	NA	29.84	1009.7		
01	17:53	N 12	10.00	Mostly Cloudy	FEW100 BKN150 BKN250	49	24	56	49	38%	44	NA	29.81	1008.5		
01	16:53	NE 15 G 22	10.00	Partly Cloudy	FEW100 SCT150 SCT250	53	24			32%	NA	NA	29.80	1007.6		
01	15:53	N 14	10.00	A Few Clouds	FEW100 FEW150 FEW250	55	25			31%	NA	NA	29.79	1007.0		

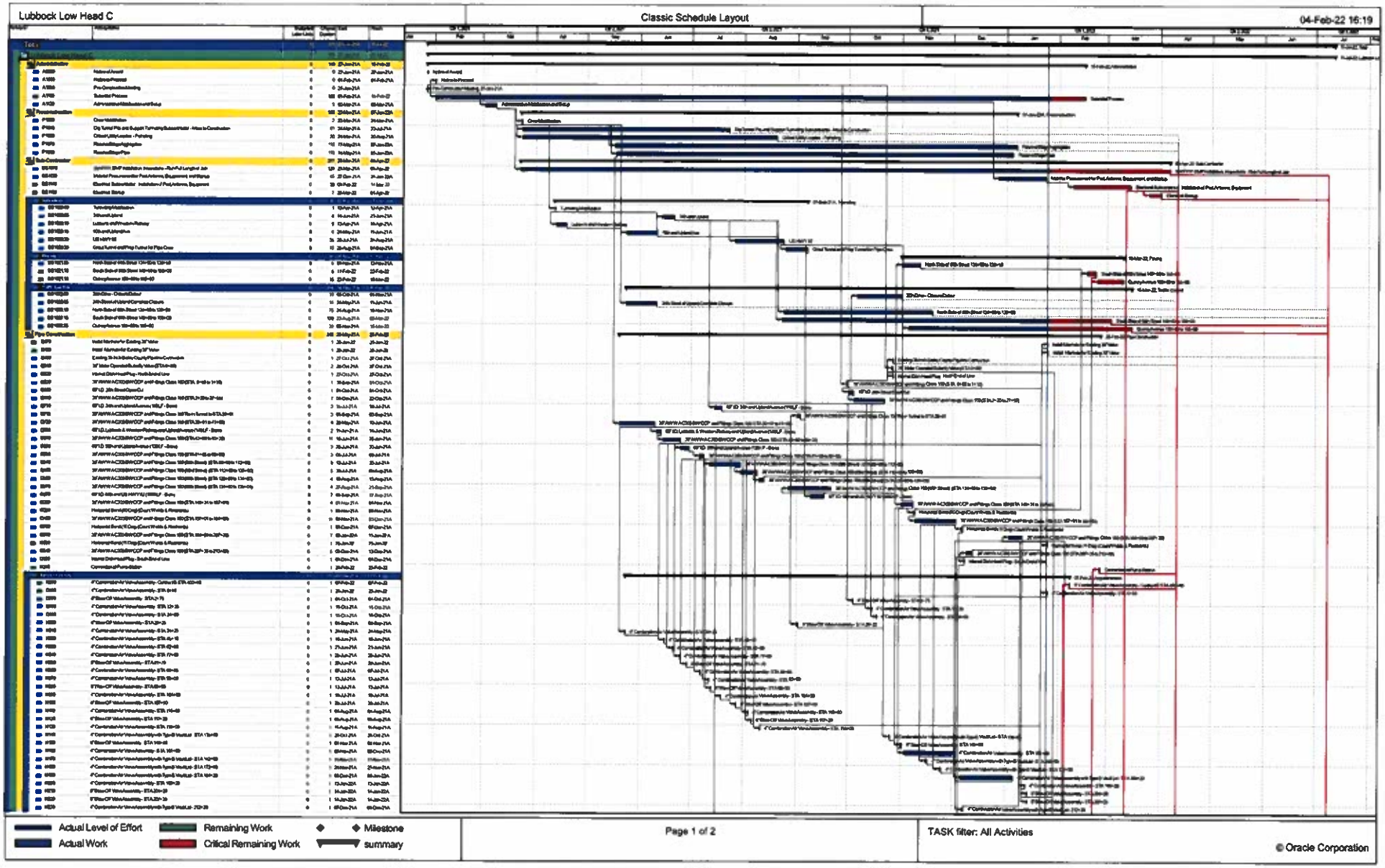
01	14:53	N 16 G 24	10.00	Mostly Cloudy	FEW140 BKN200 BKN250	56	24			29%	NA	NA	29.79	1006.8			
01	13:53	N 13 G 25	10.00	Mostly Cloudy	FEW150 BKN210 BKN250	56	22			27%	NA	NA	29.80	1007.0			
01	12:53	N 17 G 24	10.00	Mostly Cloudy	FEW150 SCT210 BKN250	55	19			24%	NA	NA	29.82	1007.8			
01	11:53	N 16 G 26	10.00	Mostly Cloudy	FEW150 SCT190 BKN250	53	17	53	37	24%	NA	NA	29.84	1008.5			

Date	Time (cst)	Wind (mph)	Vis. (mi.)	Weather	Sky Cond.	Temperature (°F)				Relative Humidity	Wind Chill (°F)	Heat Index (°F)	Pressure		Precipitation (in.)		
						Air	Dwpt	Max. 6 hour	Min. 6 hour				altimeter (in.)	sea level (mb)	1 hr	3 hr	6 hr

National Weather Service
Southern Region Headquarters
Fort Worth, Texas
Disclaimer

Back to previous page

Last Modified: Febuary, 7 2012
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Lubbock Low Head C
Classic Schedule Layout
04-Feb-22 16:19
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
summary
Page 1 of 2
TASK filter: All Activities
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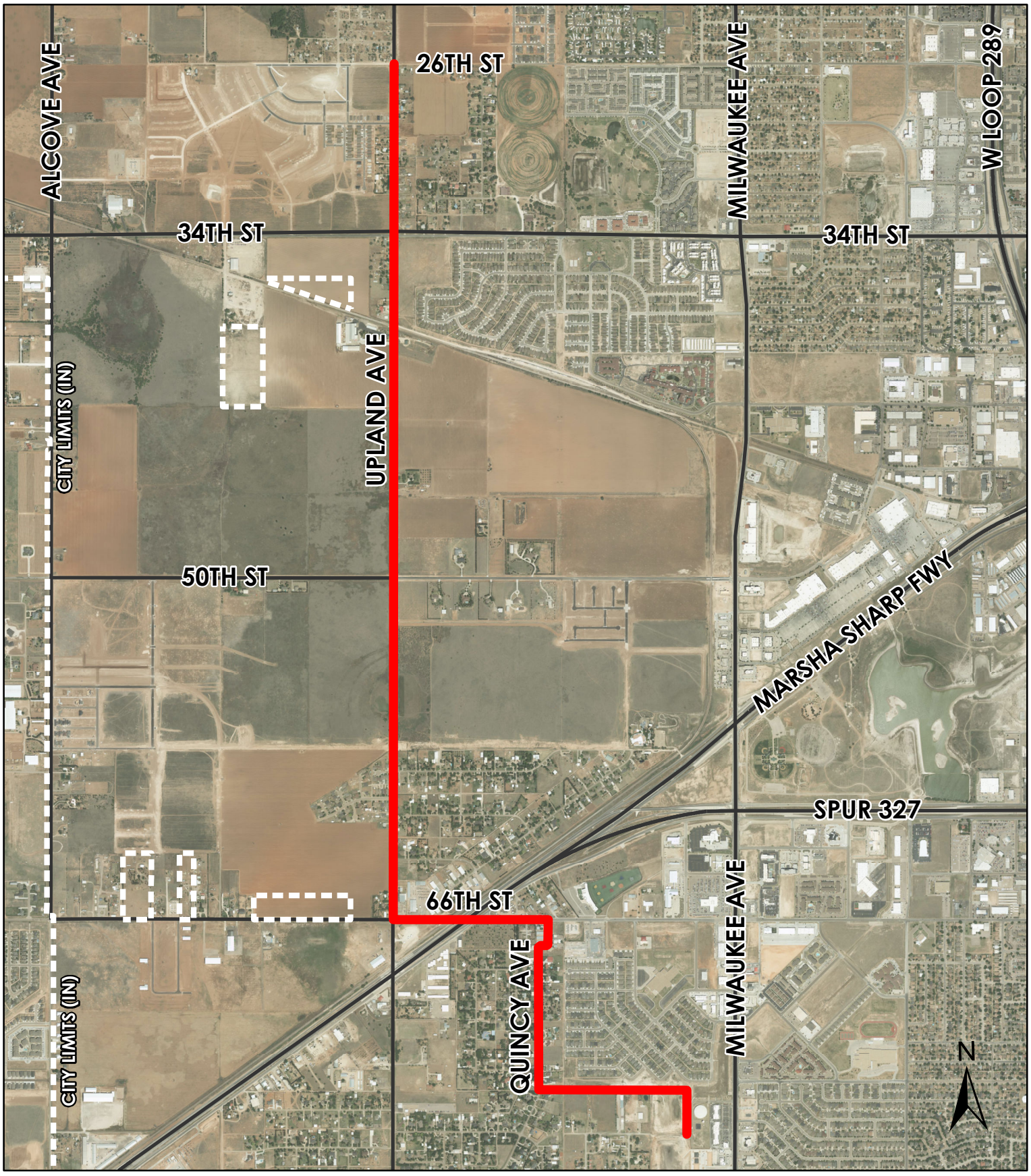


Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
summary

TASK filter: All Activities

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Route of Proposed Low Head C Pipeline



As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

0 0.25 0.5 1

Miles

City of Lubbock TEXAS

City of Lubbock, TX
Capital Project
Project Cost Detail
August 9, 2022

Capital Project Number:	92450
Capital Project Name:	Lowhead C Pump Station and Supply Line

Encumbered/Expended

	Budget
City of Lubbock Staff Time	$55,745
Professional Services	414
Lowhead C Supply Line Design Survey RFQ 18-13182-MA	617,660
Lowhead C Pump Station Design RFQ - 14395	1,481,344
Railroad Permits	24,200
Amendment 1 to Contract 14395 for Constrction Phase Services	1,849,559
Contract 15431 with Archer Western - Low Head C Pump Station Constrction	8,540,415
Contract 15477 with Garney - Low Head C Pipe Line Constrction	8,915,700
Change Order 1 to Contract 15477 with Garney	450,102
Agenda Item August 9, 2022	
Change Order 3 to Contract 15477 with Garney	(195,919)
Encumbered/Expended to Date	21,739,220
Estimated Costs for Remaining Appropriation	
Water System Improvements	1,858,941
Remaining Appropriation	1,858,941
Total Appropriation To Date	$23,598,161

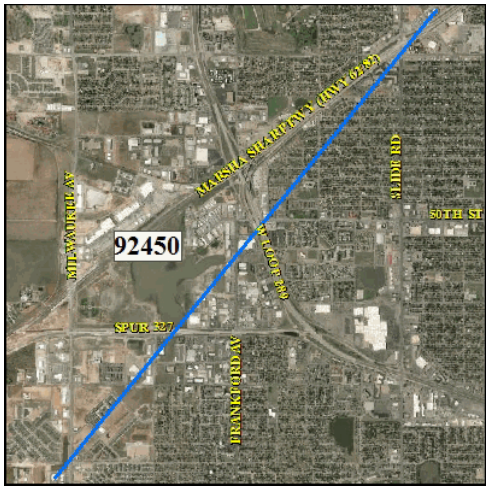
Project Name **Lowhead C Pump Station and Supply Line** *Project Number* **92450**

Managing Department **Public Works Engineering**

Project Manager **Michael Lowe**

Project Classification **New Facility**

Project Status **Approved**



Project Scope
Design and construct a treated water booster pump station located at Pump Station 14, and approximately 4 miles of treated water line to the future Bailey County Well Field line to Pump Station 16.

Start Date:
Bid Date - Design: RFQ 11/18/2018
Award Date for Bid - Design: Contract 14395 FNI
Project Start Date - Design:
Project End Date - Design: Contract Expires 11/20/2022
Pump Station
Bid Date - Construction: Bids Opened 09/10/2020
Award Date for Bid - Construction:10/13/2020
Project Start Date - Construction:10/26/2020
Project End Date - Construction:5/5/2022
Pipeline
Bid Date - Construction: Bids Opened 11/19/2020
Award Date for Bid - Construction:01/12/2021
Project Start Date - Construction:1/26/2021
Project End Date - Construction:2/26/2022

Project Justification
The Lake Alan Henry Water supply project was completed in 2012 with the ability to supply 15 million gallons per day (MGD) of water to the City of Lubbock. The design of the Lake Alan Henry Water system allows for expansion in the future to 30 MGD. In order to allow for this future expansion a treated water booster pump station at pump station 14, and a treated water line to Pump Station 16 will need to be built to have additional capacity within the distribution system for the Lake Alan Henry expansion. The project is in the Strategic Water Supply Plan adopted by City Council on February 28, 2013.

Project History
The Lake Alan Henry water supply infrastructure project was constructed in 2012 with the ability to increase capacity from 15 MGD to 30 MGD in the future. This project is included in the 2013 Strategic Water Supply Plan and updated 2018 Strategic Water Supply Plan both adopted by City Council. In order for the City's water distribution system to receive additional water from Lake Alan Henry, Lowhead C must be constructed to move water from south Lubbock into north Lubbock. The movement of Lake Alan Henry water to the north part of Lubbock will allow the City to pump less from the Bailey County Well Field System.

FY 17-18 - In House Design and Acquisition of easements for the pipeline route from Pump Station 14 to 26th street and Upland Avenue to tie into the new Supply line to Pump Station 16.
FY 18-19 - Route Study completed.
FY 19-20 - Final design of the pump station and pipeline with bidding late summer with construction starting in the fall.
FY 20-21 - Construction booster pump station started March 2021.

$750,000 was appropriated in the FY 2016-17 Budget, Ord. No. 2016-O0135, October 1, 2016.
$2.0 million was appropriated in the FY 2018-19 Budget, Ord. No. 2018-O0109, October 1, 2018.
$28.0 million was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.
Reduced appropriation by $2,151,839 in FY 2019-20, BCR# 1920-07, March 13, 2020.
Reduced appropriation by $1,400,000 in FY 2020-21, BCR# 2021-16, June 16, 2021.

Appropriation Detail	Appropriation to Date	FY 2021-22	Unappropriated Planning Years FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Construction	20,848,161	0	0	0	0	0	0	20,848,161
Design and Engineering	2,750,000	0	0	0	0	0	0	2,750,000
Total Project Appropriation	23,598,161	0	0	0	0	0	0	23,598,161

Funding Detail	Funding to Date	FY 2021-22	Unappropriated Planning Years FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
FY 2010 Water Revenue CO's	259,691	0	0	0	0	0	0	259,691
FY 2012 Water Revenue CO's	7,352	0	0	0	0	0	0	7,352
FY 2014 Water Revenue CO's	251,047	0	0	0	0	0	0	251,047
FY 2015 Water Cash	180,149	0	0	0	0	0	0	180,149
FY 2016 Water Cash	193,068	0	0	0	0	0	0	193,068
FY 2017 Water Cash	1,189,358	0	0	0	0	0	0	1,189,358
FY 2019 Water/Wastewater Cash	857,908	0	0	0	0	0	0	857,908
FY 2020 Water/Wastewater Revenue CO's	10,204,588	0	0	0	0	0	0	10,204,588
FY 2021 Texas Water Development Board Bonds	10,455,000	0	0	0	0	0	0	10,455,000
Total Funding Sources	23,598,161	0	0	0	0	0	0	23,598,161

Operating Budget Impact	FY 2021-22	Unappropriated Planning Years FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Texas Panhandle Forensics, LLC, at 2002 Avenue J, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Development Corporation.

Item Summary

Texas Panhandle Forensics, LLC, is renovating their property at 2002 Avenue J, which is located within the Downtown Tax Increment Financing District boundary, as designated by the City of Lubbock. The scope of the facade project includes resurfacing and re-striping the parking lot, new signage, and landscaping.

The cost of the facade project is estimated to be $18,675, and the requested grant amount is $9,338. The Market Lubbock, Inc. Board of Directors approved this amount at their July 27, 2022 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $18,675, with $9,338 to be paid upon completion with the requested grant.

Staff/Board Recommending

Blu Kostelich, Chief Financial Officer
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Support Documentation
Market Lubbock Resolution

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Texas Panhandle Forensics, LLC, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Gerardi, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. Market Lubbock DT Facade Expenditure – Panhandle Forensics
7.25.22

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



2002 Avenue J

(Texas Panhandle Forensics, LLC)

TOTAL FAÇADE SCOPE OF WORK = $18,675

FAÇADE GRANT = $9,338

Downtown Grant Program
Presented to MLI Board
July 27, 2022

Project 2002 Ave J (Façade)

Texas Panhandle Forensics, LLC at 2002 Ave J is making improvements to the exterior of their property, located in the Downtown TIF.

The building at 2002 Ave J was built in 1969. It was first used as the Carpenter's Union until 1999 when it was sold to the Plumbers and Pipefitters association, who occupied the building until 2021. Dr. Louisa Florez, owner of Texas Panhandle Forensics, bought the building in January 2022. Dr. Florez made several modifications to the building and now performs autopsies for some surrounding counties.

The scope of façade work will include the resurfacing and re-striping of the parking lot, new signage, and landscaping totaling $18,675 in façade expenses.

The MLI Board is being asked to consider a Downtown Façade Grant for Texas Panhandle Forensics, LLC totaling $9,338 at 2002 Ave J.

Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects — Phone: 806.749.4500
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401 — Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	06/16/22
Projected Project Start Date	07/01/22
Project Property Address	2002 Ave J. Lubbock, Texas 79411
Property LCAD R#	51890

GENERAL INFORMATION

Company Name	Texas Panhandle Forensics	Contact	Luisa Florez
Street Address	2002 Ave J.	Title	Owner
City, State, Zip	Lubbock, Texas 79411	Phone	806-730-8700
		Email	contact@texaspanhandleforensics.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Grant Type: Permittable ☐ Façade ☑

Project Summary Scope

Parking lot, landscaping and signage.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Parking Lot	$15,000	$7,500
Landscaping	$1,250	$625
Signage	$2,425	$1,213
TOTAL	**$18,675**	**$9,338**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Louisa Florez	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes
Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No
Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

APPLICANT'S CHECKLIST:

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☑

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Gerardi, City Director of Development bgerardi@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

Documents Required for Final Grant Application

- Copies of City permits, if applicable ☐
- Detailed/Itemized Bids ☐
- Before Pictures ☐
- Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐
- Architectural Renderings (if applicable) ☐
- Architectural Plans (if applicable) ☐

After Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): Luisa Florez

Date: 6/16/2022

2002 Ave J – Before Pictures











Jonathan Whitfill Specific Contractor



Date: 7/7/2022

Invoice to : Texas Panhandle Forensics

2002 Ave. J
Lubbock, Tx. 79411
Phone: (713) 898-3636

Project Description: **Texas Panhandle Forenscics**

For Professional Services Rendered

Invoice #		**TOTAL:**
2022_07_07		**$ 15,000.00**

+

Item #	**Description**	**Price**
	Asphalt preparation – removal of all concrete curbs, to be later re-set. All weeds and vegetation removed, general preparation of site, including all unnecessary debris removal	
	10 tons of top over-lay asphalt, all painted surfaces re-painted to City of Lubbock, and Texas ADA and fire code standards.	
	TOTAL cost	**$ 15,000.00**

***Estimate is valid for 15 days from date of invoice.**

Thank You

Jonathan Whitfill
PO Box #58
Slaton, Texas 79364
jonwhitfill@gmail.com

www.jonathanwhitfill.com

Jonathan Whitfill Specific Contractor



Date: 7/14/2022

Invoice to : Texas Panhandle Forensics

2002 Ave. J
Lubbock, Tx. 79411
Phone: (713) 898-3636

Project Description: **Tree Removal and Disposal**

For Professional Services Rendered

Invoice #		**TOTAL:**
2022_07_14		**$ 1250.00**

+

Item #	**Description**	**Price**
1	**Cut down, haul off, and extract tree stump**	**$ 800.00**
2	**Plant new Fruit Tree for replacement**	**$ 450.00**
	If concrete is damaged in the stump removal, the Contractor is not liable to repair that damage.	

***Estimate is valid for 15 days from date of invoice.**

Thank You

Jonathan Whitfill
PO Box #58
Slaton, Texas 79364
jonwhitfill@gmail.com

www.jonathanwhitfill.com



2002 Ave J
LUBBOCK, TX

VECTOR ARTWORK/LOGO (Ai or PDF) ☐ YES ☐ NO

**ADDITIONAL CHARGE TO VECTORIZE LOGO
**PRICES SUBJECT TO CHANGE AFTER VECTORIZED LOGO RECEIVED

ACCOUNT EXECUTIVE: JACOB PESINA

DESIGNED BY:

SKYRITE | wellborn sign co.

4801 Globe ave.
Lubbock, Texas 79404

PH: 806.771.7446
FAX: 806.771.7447

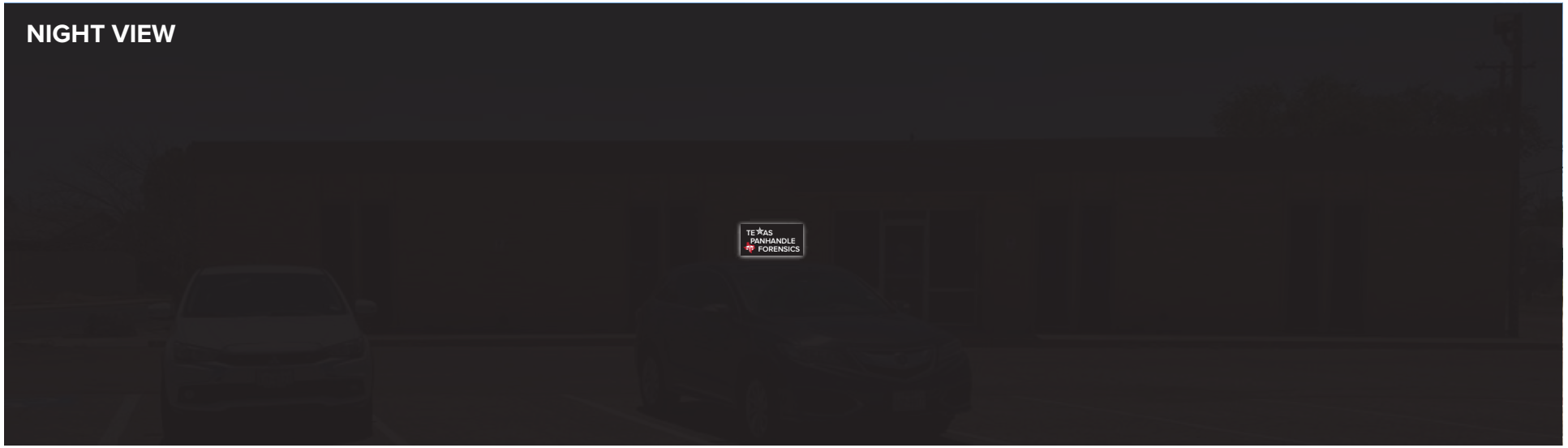
TSCL 18872
NM 396270

VERIFY WITH TECHNICAL SURVEY

A NORTH ELEVATION



NIGHT VIEW



SKYRITE | wellborn sign co.

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1 YEAR WARRANTY

ON ALL PARTS, LABOR & SIGNAGE

CLIENT SIGNATURE:_____

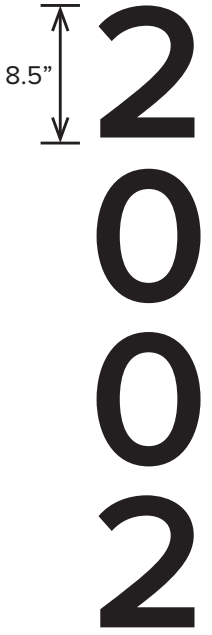
DATE: _____/_____/_____

PLEASE REVIEW ALL ARTWORK & SPECIFICATIONS PRIOR TO SIGNING THE PROPOSAL. YOUR SIGNATURE AUTHORIZES SKYRITE|WELLBORN TO PRODUCE THIS ORDER. SKYRITE|WELLBORN CAN NOT & WILL NOT BE HELD RESPONSIBLE FOR ORDERS PRODUCED WITH SIGNED PROOFS THAT DO NOT MEET YOUR UNLISTED REQUIRED CRITERIA, COLORS, OR CHANGES MADE AFTER PROOF IS SIGNED

VERIFY WITH TECHNICAL SURVEY

B SIGNAGE DETAILS





SF DUAL LIT CNC ROUTED ACRYLIC SIGN CABINET — $1,550+tax

-Overall Dimension: AS SHOWN
- Single Faced CNC routed Backed Acrylic
Metal Sign Cabinet w/ Vinyl Overlay
-LEDs for Dual Lighting
-Includes install and permit

FACE: Acrylic
VINYL: 3M Red
PAINT: Black
TRIM CAP/ TRIM:
LEDS: White

FLAT CUT LETTERS — $475+tax

-Overall Dimensions: AS SHOWN
-CNC Routed Flat Cut Letters
-Includes Install

SUBSTRATE: 1/2”Black Acrylic
MOUNT: Studs w/1/2” Stand Off

SKYRITE | wellborn sign co.

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1 YEAR WARRANTY
ON ALL PARTS, LABOR & SIGNAGE

CLIENT SIGNATURE:_____

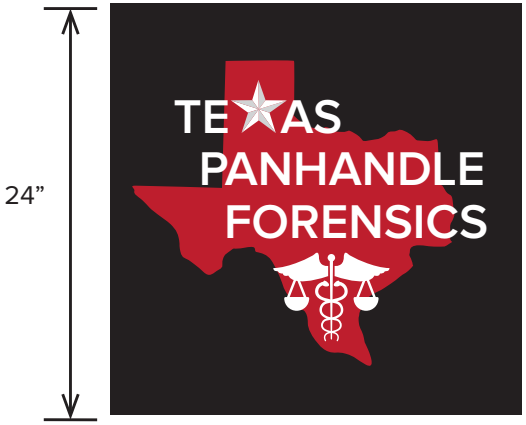
DATE: _____/_____/_____

PLEASE REVIEW ALL ARTWORK & SPECIFICATIONS PRIOR TO SIGNING THE PROPOSAL. YOUR SIGNATURE AUTHORIZES SKYRITE|WELLBORN TO PRODUCE THIS ORDER. SKYRITE|WELLBORN CAN NOT & WILL NOT BE HELD RESPONSIBLE FOR ORDERS PRODUCED WITH SIGNED PROOFS THAT DO NOT MEET YOUR UNLISTED REQUIRED CRITERIA, COLORS, OR CHANGES MADE AFTER PROOF IS SIGNED

VERIFY WITH TECHNICAL SURVEY

EAST ELEVATION





NON LIT PAN SIGN	$400+tax
-Overall Dimension: AS SHOWN x 2"d -Non Lit Sign w/ Vinyl Overlay -Includes install and permit	FACE: Black Baked Aluminum VINYL: 3M Red & 3M White

SKYRITE | wellborn sign co.

UL INSTALL REQUIREMENTS

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

COPYRIGHT

THIS RENDERING/DESIGN IS PROPERTY OF SKYRITE|WELLBORN ANY REPRODUCITON OR EXHIBITION OF THESE RENDERINGS/DESIGNS ARE STRICTLY PROHIBITED. ANY USE OF THESE RENDERINGS/DESIGNS TO CONTRUCT OR PRODUCE SIGNAGE OR GRAPHICS SIMILIAR TO THOSE CONTAINED HEREIN, IS EXPRESSLY FORBIDDEN.

IN THE EVENT THAT SUCH EXHIBITION/USAGE OCCURS, SKYRITE|WELLBORN EXPECTS REIMBURSEMENT IN THE AMOUNT OF 500.00 USD AS COMPENSATION FOR TIME AND EFFORTURE ENTAILED IN THE CREATION OF THESE RENDERINGS/DRAWINGS

1 YEAR WARRANTY

ON ALL PARTS, LABOR & SIGNAGE

CLIENT SIGNATURE:_____

DATE: _____/_____/_____

PLEASE REVIEW ALL ARTWORK & SPECIFICATIONS PRIOR TO SIGNING THE PROPOSAL. YOUR SIGNATURE AUTHORIZES SKYRITE|WELLBORN TO PRODUCE THIS ORDER. SKYRITE|WELLBORN CAN NOT & WILL NOT BE HELD RESPONSIBLE FOR ORDERS PRODUCED WITH SIGNED PROOFS THAT DO NOT MEET YOUR UNLISTED REQUIRED CRITERIA, COLORS, OR CHANGES MADE AFTER PROOF IS SIGNED

RE 22-43

RESOLUTION APPROVING
TEXAS PANHANDLE FORENSICS, LLC
AT 2002 AVENUE J - DOWNTOWN FACADE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, July 27, 2022, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Texas Panhandle Forensics, LLC at 2002 Avenue J, and is making improvements to the exterior of their property, which is located in the Downtown TIF. The building was built in 1969 and it was first used as the Carpenter's Union until 1999, when it was sold to the Plumbers and Pipefitters association, who occupied the building until 2021. Dr. Louisa Florez, owner of Texas Panhandle Forensics, bought the building in January 2022. Dr. Flores made several modifications to the building and now performs autopsies for some surrounding counties.

The scope of facade work will include the resurfacing and re-striping of the parking lot, new signage, and landscaping totaling $18,675 in façade expenses.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Texas Panhandle Forensics, LLC a Downtown Facade Grant for $9,338 at 2002 Avenue J, which is located in the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. James Conwright, and Seconded by Director, Dr. John Opperman.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Texas Panhandle Forensics, LLC, for improvements to the property at 2002 Avenue J, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to WMAO, LLC, at 907 Texas Avenue, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

Item Summary

Kyra Blankenship with WMAO is renovating her property at 907 Texas Avenue, which is located within the Downtown Tax Increment Financing District boundary, as designated by the City of Lubbock. The scope of the facade project includes exterior painting, new glass and tinting, signage, and resurfacing the parking lot.

The cost of the facade project is estimated to be $10,042, and the requested grant amount it $5,021. The Market Lubbock, Inc. Board of Directors approved this amount at their July 27, 2022 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $10,042, with $5,021 to be paid upon completion with the requested grant.

Staff/Board Recommending

Blu Kostelich, Chief Financial Officer
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Support Documentation
Market Lubbock Resolution

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to WMAO, LLC, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Gerardi, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. Market Lubbock DT Facade Expenditure – WMAO
7.25.22

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



907 Texas Avenue

(WMAO, LLC)

TOTAL FAÇADE SCOPE OF WORK = $10,042

FAÇADE GRANT = $5,021

Downtown Grant Program
Presented to MLI Board
July 27, 2022

Project 907 Texas Ave (Façade)

WMAO, LLC is making improvements to the exterior of their property at 907 Texas Ave, located in the Downtown TIF.

Kyra Blankenship, President and Managing Member of WMAO, is a longtime local attorney with an office at 913 Texas Ave. Previously, Kyra renovated the 913 Texas property and has now purchased 907 Texas, which was built in 1970 and has housed law firms since then and will continue to do so after the renovations are complete.

The scope of façade work will include exterior painting, new glass and tint, signage and a resurfaced parking lot totaling $10,042 in façade expenses.

The MLI Board is being asked to consider a Downtown Façade Grant for WMAO, LLC totaling $5,021 at 907 Texas Ave.

MARKET LUBBOCK

Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects Phone: 806.749.4500
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401 Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	07/05/22
Projected Project Start Date	07/25/22
Project Property Address	907 Texas Ave.
Property LCAD R#	R102866

GENERAL INFORMATION

Company Name	WMAO, LLC	Contact	Kyra K. Blankenship
Street Address	913 Texas Ave.	Title	President, Managing Member
City, State, Zip	Lubbock, TX 79401	Phone	806-239-5888
		Email	kyra@kblankenshiplaw.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Grant Type: Permittable ☐ Façade ☑

Project Summary Scope

Repaint exterior, install new window tint on front windows, install new signage and resurface the parking lot.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
Exterior Painting	$3,250	$1,625
Exterior Signage	$1,796	$898
Window Blinds	$1,280	$640
Window Replacement and Tinting	$712	$356
Parking Lot	$3,004	$1,502
TOTAL	**$10,042**	**$5,021**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Kyra K. Blankenship	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas?	Yes
Are you in good standing with the State of Texas?	Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations?	No
Has the company or principals of the company had prior bankruptcies or lawsuits?	No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency?	No

APPLICANT'S CHECKLIST:

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Gerardi, City Director of Development bgerardi@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

Documents Required for Final Grant Application

- Copies of City permits, if applicable ☐
- Detailed/Itemized Bids ☐
- Before Pictures ☐
- Copy of building's current certificate of occupancy (request at orr@mylubbock.us) ☐
- Architectural Renderings (if applicable) ☐
- Architectural Plans (if applicable) ☐

After Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): /s/ Kyra K. Blankenship

Date: 7/5/2022

907 Texas Ave – Before Pictures





Kyra
901 Texas

IN ACCOUNT WITH

Armando Perez
Mondos Precision Painting

For painting of exterior
in 3 colors according...
- Includes All material &
labor

Total $3250.00

Thank You

Armando Perez

Signs On The Go, Inc.
304 County Road 7200
Lubbock, TX 79404
signs@signsonthego.com
AR kaci@signsonthego.com

Quote

QUOTE 91648
Date Jul 13, 2022

QUOTE FOR

BLANKENSHIP ATTORNEY AT LAW
913 TEXAS AVE.
LUBBOCK TX 79401

SHIP TO

BLANKENSHIP ATTORNEY AT LAW
913 TEXAS AVE.
LUBBOCK TX 79401

Phone	✉E-Mail	Terms	PO No.	Sales Rep
(806) 687-7400		50/50		

Job	Description	QTY	Price	Total
1	ACM 3mm Brushed - Height: 0 Ft 3 In Width: 0 Ft 3 In; SIDES: 1; **Add-ons:** Letters; **Accessories:** VHB Tape Per Foot **Description:** KYRA K. BLANKENSHIP ATTORNEY AT LAW PERSONAL INJURY ATTORNEY ANNEX	56 14	$12.50 $1.00	$700.00 $14.00
2	Aluminum Pan Sign 063 - Height: 0 Ft 18 In Width: 0 Ft 84.5 In; **Accessories:** Install **Description:** Black 1" pan sign	1 1	$214.64 $125.00	$214.64 $125.00
3	Aluminum Pan Sign 063 - Height: 0 Ft 16 In Width: 0 Ft 72 In; **Add-ons:** Vinyl Overlay; **Accessories:** Install **Description:** HP VINYL COLOR TBD THE FOUTS LAW FIRM JAN FOUTS ATTORNEY AT LAW LEIGH ANN FOUTS ATTORNEY AT LAW	1 1	$353.64 $125.00	$353.64 $125.00
4	Permit Sign Permit - ; **Description:** City of Lubbock	1	$150.00	$150.00

We Accept American Express, Visa, Mastercard & Discover

Subtotal:	$1,682.28
Tax:	$113.55
Total:	$1,795.83
Down Payment:	$0.00
Total Due:	$1,795.83

Contact: Kyra Blankenship

SignsOnTheGo.com

Invoice

SOLD TO	SHIPPED TO	VIA
Kyra, WMAO, LLC		
ADDRESS: 907 Texas st.	ADDRESS	
CITY, STATE, ZIP: Lubbock TX	CITY, STATE, ZIP	

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
806 535 8383	Ace of Shades			

reflective bronze

74 x 31
82 x 21
} 13 ft. material

storage room 5% black

50 x 36
92 x 50
36 x 50
32 x 20
} 45 ft. material

price includes removal of tint and cleaning.

$1280.00

adams DB740 01-11

EPM, INC.

7/13/22

BID PROPOSAL

RE: Parking lot repairs 907 Texas Ave

Repairing, seal coating and re-stripping parking lot 907 Texas.
Repairs will be saw cut square pot holes and damaged asphalt. Will dig out broken and loose asphalt, sweep areas, seal edges and lay areas with hot mix, level and roll smooth. After repairs will sweep lot free of dirt and gravel, blow off fine dust. Weeds will be removed from lot. Seal coat lot, let dry and re-stripe. Waste will be hauled away.

sub total	2775.00
tax	228.94
Total	3003.94

5701 102nd Street ♦ Lubbock, TX 79424 ♦ (806) 781-7950
♦ Fax (806) 317-1685

Quotation

KK Glass, Inc.

To: WMAO
907 Texas Ave.
Lubbock, TX 79401

Tel. No.806.687.7400
Fax. No.806

Date: 7/8/2022
KK Glass, Inc.
P.O. Box 64848
Lubbock, TX 79464

Tel. 806.745.1200
Fax.806.745.7785
Email: kkglass@nts-online.net

Re: Broken glass

Attn: Kyra Blankenship

Qty	Description	Unit Price	Total
1	22" X 84" - 1/4" bronze tempered installed with 12" mail slot		658.00
		tax	54.29
		total	712.29
	Notes: 1. Delivery and installation would be 2 to 3 weeks after notice to proceed. 2. We exclude cleaning and or protection after installation. 3. Terms: Payment due upon completion of work.		
		Sub Total	
		Tax	
Accepted by:		Total	

RE 22-44

RESOLUTION APPROVING
WMAO, LLC
AT 907 TEXAS AVENUE - DOWNTOWN FACADE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, July 27, 2022, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to WMAO, LLC at 907 Texas Avenue, and is making improvements to the exterior of their property, which is located in the Downtown TIF. Kyra Blankenship, President and Managing Member of WMAO, is a longtime local attorney with an office at 913 Texas Avenue. Previously, Kyra renovated the 913 Texas property and has now purchased 907 Texas, which was built in 1970 and has housed law firms since then and will continue to do so after the renovations are complete.

The scope of facade work will include the exterior painting, new glass and tint, signage and a resurfaced parking lot totaling $10,042 in facade expenses.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant WMAO, LLC a Downtown Facade Grant for $5,021 at 907 Texas Avenue, which is located in the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. James Conwright, and Seconded by Director, Dr. John Opperman.

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with WMAO, LLC, for improvements to the property at 907 Texas Avenue, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Linda Davis, Secretary

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 364478, with Dell Marketing, LP, for Dell laptops and accessories for the Police Department.

Item Summary

The purchase from Dell Marketing, LP, at a cost of $108,806.85 is for 78 Dell Laptops with First Net capability, 9 Docking Stations, 78 Backpacks and 27 Dell 22-inch Monitors, for the Lubbock Police Department. The purchase is funded through the Bureau of Justice Assistance FY20 Coronavirus Emergency Supplemental Funding Program.

The purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-TSO-3763. 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 Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

The purchase of $159,830.02 is funded through the Bureau of Justice Assistance FY20 Coronavirus Emergency Supplemental Funding Program, 2020-VD-BX-0173 Awarded to the City of Lubbock Police Department.

Staff/Board Recommending

James C. Brown, Director of Information Technology
Brooke Witcher, Assistant City Manager

Attachments

Dell PO 364478 Resolution
Dell Marketing PO 364478

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 364478, for the purchase of laptop computers and related hardware and software, as per DIR-TSO-3763, by and between the City of Lubbock and Dell Marketing LP of Round Rock, Texas, 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.PO 364478-Dell Marketing LP
7.26.22

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 7/22/2022
Order Number 364478 000 OP
Branch/Plant 86093

TO: DELL MARKETING LP
RR 8 BOX 8706 ONE DELL WAY
ROUND ROCK TX 78682

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVENUE K - BASEMENT
LUBBOCK TX 79401

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 7/22/2022 Freight .
Requested 7/22/2022 Taken By YBUSBY
Delivery Per J Zhine / Req #59100 PUR 16746/Q#3000126081670.1/DIR-TSO-3763

If you have any questions contact Jay Zhine:jzhine@mylubbock.us Phone 806-775-2366

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Latitude 5530 i5-1235U 16G ATT 256G SSD Cam CF3001 #210-BDLN	78.000	1,269.0000	EA	98,982.00	8/26/2022
Ltd HW Warr/NBD/AccdDmgSrv 5Y #997-8317 #815-9461	78.000		EA		8/26/2022
CFI routing / Connected Config #365-0257 #365-0931	78.000		EA		8/26/2022
Thunderbolt4 Dock WD22TB4 3Y W #210-BDQH #872-8550	9.000	277.0000	EA	2,493.00	8/26/2022
EcoLoop Urban Backpack Gray CP4523G #460-BDJQ	78.000	27.0000	EA	2,106.00	8/26/2022
Dell22 Monitor P2222H 3Y Warr #210-BBBW #8149382	27.000	193.5500	EA	5,225.85	8/26/2022

Total Order

Terms NET 30 DAYS 108,806.85

This purchase order encumbers funds in the amount of $108,806.85 awarded to Dell Marketing LP of Round Rock, TX, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated July 08, 2022, from Dell Marketing LP of Round Rock, TX and DIR-TSO-3763.
Resolution #_____

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:
CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between the City's terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. S e l l e r shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

12. NON APPROPRIATION. 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 thirty (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.

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

25. NON-ARBITRATION. The City reserves the right to exercise any right or remedy 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.

26. RIGHT TO AUDIT. 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.

27. 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.

28. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization

29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

33. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization

34. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000126081670.1**	Sales Rep	Cody Long
Total	**$108,806.85**	Phone	(800) 456-3355, 6180336
Customer #	1784159	Email	Cody_Long@Dell.com
Quoted On	Jul. 08, 2022	**Billing To**	ACCOUNTS PAYABLE CITY OF LUBBOCK PO BOX 2000 LUBBOCK, TX 79457-0001
Expires by	Aug. 07, 2022		
Contract Name	Texas Department of Information Resources (TX DIR)		
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	14780458		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Cody Long

Product	Unit Price	Quantity	Subtotal
SI# 2900 Dell Latitude 5530	**$1,269.00**	**78**	**$98,982.00**
Dell Thunderbolt 4 Dock- WD22TB4	**$277.00**	**9**	**$2,493.00**
Dell EcoLoop Urban Backpack (Gray) - CP4523G	**$27.00**	**78**	**$2,106.00**
Dell 22 Monitor - P2222H, 54.6cm (21.5")	**$193.55**	**27**	**$5,225.85**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$108,806.85**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$108,806.85**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$108,806.85**

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

		Quantity	Subtotal
SI# 2900 Dell Latitude 5530 Estimated delivery if purchased today: Aug. 09, 2022 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763	**$1,269.00**	**78**	**$98,982.00**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5530 XCTO Base	210-BDLN	-	78	-
12th Generation Intel vPro Essentials with Intel Core i5-1235U (10 Core, 12 MB Cache, 12 Threads, up to 4.40 GHz)	379-BETS	-	78	-
Ubuntu Linux 20.04 with DCA enable	605-BBOM	-	78	-
Assembly Base	338-CDKI	-	78	-
i5-1235U Trans, Intel Iris Xe Graphics, Thunderbolt	338-CDMO	-	78	-
Intel ME disabled	631-ADFG	-	78	-
16GB,1x16GB, DDR4 Non-ECC	370-AFVP	-	78	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BNKW	-	78	-
15.6" FHD (1920x1080) Anti Glare, Non-Touch, 250 nits, HD Camera, WWAN	391-BGMK	-	78	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	78	-
Wireless Intel AX211 WLAN Driver	555-BHKF	-	78	-
Intel AX211 WiFi 6e 2x2 AX+ BT 5.2	555-BHHU	-	78	-
Intel XMM 7360 Global LTE, AT&T	556-BCZT	-	78	-
58WHR, 4 Cell Battery Express Charge Capable	451-BCWY	-	78	-
65W Type-C Adapter	492-BDGC	-	78	-
Single Pointing, No Security, Thunderbolt 4	346-BHSU	-	78	-
E4 Power Cord 1M for US	537-BBDO	-	78	-
[APCC;BCC;CCC;DAO;EMEA;ICC] Quick setup guide for world wide	340-CYGF	-	78	-
ENERGY STAR Qualified	387-BBPW	-	78	-
Custom Configuration	817-BBBB	-	78	-
No Additional Software	658-BFOH	-	78	-
Mix Model 65W Adapter + ADL CPU	340-CYVN	-	78	-
HD Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBID	-	78	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	78	-
Bottom door ADL UMA-U15W L10 TGL UMA L10	321-BHKD	-	78	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	78	-
Dell Limited Hardware Warranty	997-8317	-	78	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	997-8328	-	78	-
Onsite/In-Home Service After Remote Diagnosis, 4 Year Extended	997-8335	-	78	-
Accidental Damage Service, 5 Years	815-9461	-	78	-
Keep Your Hard Drive, 5 Year	980-9314	-	78	-
Configuration Services, Dell Connected Configuration	365-0931	-	78	-
			Quantity	**Subtotal**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Dell Thunderbolt 4 Dock- WD22TB4 $277.00 9 $2,493.00
Estimated delivery if purchased today:
Aug. 22, 2022
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Thunderbolt 4 Dock - WD22TB4	210-BDQH	-	9	-
Advanced Exchange Service, 3 Years	872-8550	-	9	-
Dell Limited Hardware Warranty	872-8557	-	9	-

Dell EcoLoop Urban Backpack (Gray) - CP4523G $27.00 78 $2,106.00
Estimated delivery if purchased today:
Aug. 08, 2022
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell EcoLoop Urban Backpack (Gray) - CP4523G	460-BDJQ	-	78	-

Dell 22 Monitor - P2222H, 54.6cm (21.5") $193.55 27 $5,225.85
Estimated delivery if purchased today:
Jul. 18, 2022
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 22 Monitor - P2222H, 54.6cm (21.5")	210-BBBW	-	27	-
Dell Limited Hardware Warranty	814-9381	-	27	-
Advanced Exchange Service, 3 Years	814-9382	-	27	-

Subtotal:	**$108,806.85**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$108,806.85**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

AI# 10892
Regular City Council Meeting
08/09/2022:

6. 11.

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31067663, with Lubbock Truck Sales, for the purchase of one Tandem Axle, Cab and Chassis Truck, for the Water Distribution & Maintenance Department.

Item Summary

The 2024 Freightliner M2016, Tandem Axle, Cab and Chassis Truck will replace a 2010 International Crew Truck that is in need of extensive repairs and now past its useful life. The total cost of this purchase will be $107,857.

In response to ITB-16651, one bid was received and opened on July 12, 2022.

Contractor	Amount
Lubbock Truck Sales, Lubbock, Texas	$107,857

After reviewing the sole bid, Fleet Staff recommends award to the only bidder who met all specifications, Lubbock Truck Sales of Lubbock, Texas.

Fiscal Impact

The total cost of $107,857 is funded in Capital Improvement Project 92724, the Water/ Wastewater Vehicle Replacement Fund for Fiscal Year 2021-22.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Dominic Esperat, Director of Fleet Operations

Attachments

Resolution
Purchase Order 31067663
Budget Summary
CIP Summary
Project Summary

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. 31067663 in accordance with ITB 22-16651-SB for the purchase of a Tandem Axel Diesel Crew Truck, by and between the City of Lubbock and Lubbock Truck Sales, Inc. of Lubbock, Texas 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PurchaseOrd 31067663 Tandem Axle Diesel Crew Truck
7.21.22

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 7/19/2022
Order Number 31067663 000 OP
Branch/Plant 3526

TO: LUBBOCK TRUCK SALES INC
1801 E SLATON HWY
LUBBOCK TX 79404

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 7/19/2022 Freight
Requested 06/15/2023 Taken By S BALLANCE
Delivery PER B RODRIGUEZ, REQ 59091 ITB 22-16651-SB

If you have any questions, please contact Breana Rodriguez: BRodriguez@mylubbock.us or 806-775-2271

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Tandem Axle Crew Truck	1.000	107,857.0000	EA	107,857.00	6/15/2023

inv

Total Order

Terms NET 10 EOM 107,857.00

This purchase order encumbers funds in the amount of $107,857.00 awarded to Lubbock Truck Sales, Inc. of Lubbock, TX, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: ITB 22-16651-SB from Lubbock Truck Sales, Inc. of Lubbock, TX dated July 11, 2022.

Resolution #_____

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

City of Lubbock
ITB 22-16651-SB
Tandem Axle Diesel Crew Truck
BID FORM

				Lubbock Truck Sales Inc.			
		Location		**Lubbock, TX**			
		Total Cost		**$107,857.00**			
Items	Quantity (+/-)	UOM	Brand	Unit Price	Delivery Days ARO	Total Cost	
Tandem Axle Diesel Crew	1	1	Freightliner	$107,857	300	$107,857	

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:
CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between the City's terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. S e l l e r shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

12. NON APPROPRIATION. 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 thirty (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.

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

25. NON-ARBITRATION. The City reserves the right to exercise any right or remedy 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.

26. RIGHT TO AUDIT. 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.

27. 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.

28. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization

29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

33. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization

34. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

PUR-12 # : 16651
Originating Department: Fleet
Cost Center Number: 3526

Commercial General Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.
Automobile Liability Requirements: $1M/occurrence is needed
Workers Compensation and Employer Liability Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license.

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* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.

* Waivers of Subrogation are required for CGL, AL, and WC.

* To Include Products of Completed Operations endorsement.

* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.

* Carriers must meet an A.M. Best rating of A- or better.

* Subcontractors must carry same limits as listed above.

City of Lubbock, TX
Purchasing and Contract Management
Bid Submission Information

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, 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 and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

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 is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

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 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 10 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 FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored 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.

Addenda

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

Insurance Requirements

I, the undersigned Bidder certify that the insurance requirements contained in this bid document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

If the time requirement specified above is not met, the City has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572.

Suspension and Debarment Certification

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

The undersigned representative of the undersigned company or business, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Lubbock Purchasing and Contract Department.

TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:
1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

The following definitions apply to this state statute:
(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

Vendor Acknowledgement

In compliance with this solicitation, the undersigned bidder having examined the invitation to bid, instructions to bidderrs, documents associated with the invitation to bid, and being familiar with the conditions to be met, has reviewed the information regarding:

- **Insurance Requirements**
- **Suspension and Debarment Certification**
- **Texas Government Code Section 2252.152**
- **Texas Government Code Section 2271.002**

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in bid rejection.

-------Intentionally Left Blank-------

Submission Information

THIS BID IS SUBMITTED BY LUBBOCK TRUCK SALES

a corporation organized under the laws of the State of TEXAS, or a partnership consisting of _____ or individual trading as LUBBOCK TRUCK SALES of the City of LUBBOCK

Tax ID No.: 17523528994

Address: 1801 E. SLATON HWY

City: LUBBOCK State: TX Zip: 79404

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

Please complete the information below.

By _____ Date: 7/11/22

Authorized Representative - must sign by hand

Officer Name and Title: MIKE IDEN

Business Telephone Number 806-748-1529 FAX: 806-748-1240

E-mail Address: MIDEN@LUBBOCKTRUCKSALES.COM

CITY OF LUBBOCK, TX
MINIMUM SPECIFICATIONS
TRUCK, TANDEM REAR AXLE,
DIESEL-POWERED, CREW CAB, CAB AND CHASSIS, 52,000-POUND GVWR
SPEC: Tandem Axle CC 52K

It is the intent of this specification, referenced documents, requirements and conditions sections to describe minimum performance requirements. The vehicle or product must meet or exceed the performance or construction described herein. The vendor shall be required to mark compliance or non-compliance to each item description in the space provided. All equipment furnished as standard to the general public on the product by the manufacturer shall be included, even when not specifically identified in this specification. Any deviations from the written specification with date as shown in the Invitation to Bid (ITB) shall be noted on the attached Exceptions to the Specifications. In order to receive full consideration, ITB response quotation must follow this specification and the Invitation to Bid's terms and conditions.

VENDOR NAME: LUBBOCK TRUCK SALES PHONE: 806-748-1529
MAKE: FREIGHTLINER MODEL: M210b YEAR: 2024

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
1.	**GENERAL**	**TRUCK, TANDEM REAR AXLE, DIESEL-POWERED, CREW CAB AND CHASSIS, 52,000-POUND GVWR** Equipment furnished for the specification shall comply with all applicable requirements of the Environmental Protection Agency's Exhaust Emission Standards (940 CFR 85) as issued under authority of the Clean Air Act, as amended, (42 USC 1857, et seq,). It shall be the responsibility to the vendor to ensure that the equipment furnished meets the most recent requirements of all applicable laws. In the event equipment is furnished that is not in compliance with the law, it shall be the responsibility of the vendor to make all necessary modifications to the equipment required to achieve compliance with these laws. A Certificate of Conformity on the engine is to be furnished with bid submission.	✓		
2.	**SCOPE**	This specification describes a tandem axle, diesel powered, crew cab and chassis for use by the City of Lubbock, Water Department. All specified components shall be original equipment manufacturer (OEM) chassis-factory installed, when offered by the vehicle manufacturer. Truck(s) furnished to this specification shall be certifiable as straight trucks and shall meet or exceed the following requirements:	✓		
3.	**NEW MODEL**	The vehicles furnished under this specification shall be the latest production model and shall be of good quality workmanship and material. The bidder represents that all of the units offered under this specification shall meet or exceed the minimum requirements specified.	✓		

4.	**MANUFACTURER'S STATEMENT OF ORIGIN (MSO)**	Awarded vendor(s) shall furnish the City of Lubbock a MSO (Certificate of Title will not meet this requirement). A vehicle shall not be considered "delivered" unit the MSO is received by the City of Lubbock. MSO shall be furnished at time of delivery and shall be made out in the name of the City of Lubbock, providing the following: GVWR for the particular model specified, or; The GVWR required for the City of Lubbock's written exception, or; A greater GVWR required by extra equipment, and; Nominal Weight Rating (in tons), Odometer Disclosure Statement.	✓		
5.	**NOTICE TO RESPONDENTS**	DO NOT ASSUME STANDARD EQUIPMENT MEETS ALL OF THE DETAILED SPECIFICATIONS. Respondent is cautioned that any unit delivered to FOB point which does not meet specifications in every aspect will not be accepted.	✓		
6.	**ENGINE**	Engine shall be electronically controlled, in-line 6-cylinder design. Shall have minimum 270 SAE gross horsepower at 2,000 RPM, and minimum 800 ft.lb. Gross torque at 1,300 RPM. Engine repairs shall be available at any facility authorized as a repair provider by the applicable engine manufacturer. Engine shall have electronic shutdown protection and shall also include engine exhaust brakes	✓		
7.	**TRANSMISSION**	Alison 3500 RDS with 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive & PTO Provision & oil level sensor	✓		
8.	**WHEELBASE**	232 inches	✓		
9.	**CAB TO AXLE**	121 inches	✓		
10.	**AXLE TO FRAME**	75 inches	✓		
11.	**BATTERIES**	Minimum two (2) OEM standard batteries, 900 CCA each.	✓		
12.	**LICENSE PLATE ATTACHMENT**	Each vehicle, except cab and chassis units, shall be furnished with means and adequate space for attaching the front & rear license plate without modification. Illumination provided for the license plate shall be in compliance with Texas motor vehicle laws.	✓		
13.	**MUD FLAPS**	Mud flaps shall be installed complete on all vehicles prescribed by law to meet the Department of Public Safety regulations.	✓		
14.	**TIRES**	All tires shall be new and the tread style shall be the tire manufacturer's standard design and the brand furnished on regular production orders, unless otherwise specified.	✓		
14.1	**FRONT TIRES**	11R 22.5, load rating H	✓		
14.2	**REAR TIRES**	11R 22.5, load rating H	✓		
15.	**VEHICLE WEIGHT RATINGS**	Gross vehicle weight rating (GVWR) shall be minimum of 52,000 pounds. 12,000 pounds front, 40,000 pounds rear.	✓		
16.	**CHASSIS**	Chassis, components, and accessories (including aftermarket/non-OEM up-fits) shall comply with all applicable recommended practices of The Maintenance Council (TMC).	✓		

17.	**FRAME**	Frame shall be heat treated alloy steel, minimum 120,000 PSI. If the frame is reinforced, the reinforcement shall extend from the back of the cab to within at least 6 inches from the end of the frame.	✓		
18.	**PERFORMANCE REQUIREMENTS**	The driveline components offered shall provide the following minimum performance in the intended application:	✓		
19.	**MAXIMUM SPEED**	Maximum vehicle speed in top gear shall be electronically limited to 70 mph.	✓		
20.	**GRADEABILITY**	Shall provide minimum 1.2 percent gradeability at 55 mph steady-state at peak torque, based upon 52,000 lb. GVWR.	✓		
21.	**HORN**	Air with single trumpet & lanyard pull cord	✓		
22.	**HEADLIGHTS**	Halogen, Composite Aero Design	✓		
23.	**FUEL TANK**	Aluminum, D-Style, 40 US Gal (151L), Mounted Left Side, Under Cab	✓		
24.	**SAFETY PLAQUES OR DECALS**	Product safety plaques or decals shall be furnished and affixed at the operator's station and at any hazardous area. The safety plaques or decals shall describe the nature of the hazard, level of hazard seriousness, how to avoid the hazard, and the consequence of human interaction with the hazard. Permanent plaques are preferred to decals. Type, size, and location of product safety plaques or decals shall be in accordance with current ANZI Z535.4.	✓		
25.	**PAINTING**	The unit shall be painted an approved manufacturer's standard lead free bright white color, except for glass, rubber, and those metallic accessories or fixtures constructed of rust-resistant or plated material not normally painted.	✓		
26.	**Keys**	Must Include (3) Sets of keys and or Key Fobs if applicable	✓		
27.	**Convenience Package**	Standard WT (Work Truck) Package	✓		
		OPTION			
1.	**Power Package**	Includes power windows, power locks and keyless entry with 3 key fobs, power mirrors, cruise control and tilt steering wheel.	$ 1,470		

	Provide Expected Delivery Date(s):	300 DAYS / /

GENERAL REQUIREMENT AND INFORMATION

Bidder shall submit with each bid, current printed literature and specification sheets on the unit offered in the response to solicitation.

EXCEPTIONS TO THE SPECIFICATIONS OF ANY ITEMS STATED HEREIN SHALL BE FULLY DESCRIBED IN WRITING BY THE BIDDING VENDOR IN THE SPACE PROVIDED BELOW. **LIST ITEMS BY ITEM NUMBERS.**

Prepared for:
Marta
Alvarez
City of Lubbock
PO Box 2000
Lubbock, TX 79457
Phone: 806-775-2572

Prepared by:
Mike Iden
LUBBOCK TRUCK SALES, INC.
1801 E. SLATON HWY.
LUBBOCK, TX 79404
Phone: 806-748-1529

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-27M	M2 PRL-27M (EFF:MY24 ORDERS)			N/C
Data Version				
DRL-002	SPECPRO21 DATA RELEASE VER 002			N/C
Vehicle Configuration				
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,450	$105,355.00
004-224	2024 MODEL YEAR SPECIFIED			N/C
002-004	SET BACK AXLE - TRUCK			STD
019-002	STRAIGHT TRUCK PROVISION			STD
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-002	TRUCK CONFIGURATION			STD
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			N/C
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE			N/C
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-011	FIXED LOAD COMMODITY			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-091	MEDIUM TRUCK WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 52000.0 lbs			

Prepared for:
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	Data Code	Description	Weight Front	Weight Rear	Retail Price
Truck Service					
	AA3-005	FLATBED/PLATFORM/STAKE BODY			N/C
	AF3-2GU	SAWCO TRUCK EQUIPMENT			N/C
	AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in			
Engine					
	101-2M8	DD8 7.7L 6 CYL SINGLE STAGE 280 HP @ 2200 RPM, 2600 GOV RPM, 800 LB-FT @ 1200 RPM	450	30	$10,776.00
Electronic Parameters					
	79A-070	70 MPH ROAD SPEED LIMIT			N/C
	79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
	79K-011	PTO MODE ENGINE RPM LIMIT - 1400 RPM			N/C
	79L-011	PTO MODE THROTTLE OVERRIDE - LIMIT TO 1400 RPM			N/C
N	79P-004	PTO RPM WITH CRUISE SET SWITCH - 900 RPM			N/C
	79Q-004	PTO RPM WITH CRUISE RESUME SWITCH - 900 RPM			N/C
	79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
	79X-023	PTO SPEED 1 SETTING - 600 RPM			N/C
	80G-001	PTO MINIMUM RPM - 600			N/C
	80L-003	ENABLE DPF REGEN ZONE 1 WITH AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE			N/C
Engine Equipment					
	99C-021	2010 EPA/CARB/GHG21 CONFIGURATION			STD
	13E-001	STANDARD OIL PAN			STD
	105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
	014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER			STD
	124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
	292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10		$13.00
	290-017	BATTERY BOX FRAME MOUNTED			STD
	281-001	STANDARD BATTERY JUMPERS			STD
	282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			STD
	291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
	289-001	NON-POLISHED BATTERY BOX COVER			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
87P-001	CAB AUXILIARY POWER CABLE	5		N/C
107-047	WABCO 20.0 CFM SINGLE CYLINDER AIR COMPRESSOR			N/C
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR			STD
131-013	AIR COMPRESSOR DISCHARGE LINE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-1A7	DETROIT MD COMPRESSION BRAKE WITH ON/OFF SWITCH			$768.00
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE			STD
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			STD
239-001	STANDARD EXHAUST SYSTEM LENGTH			STD
237-052	RH STANDARD HORIZONTAL TAILPIPE			STD
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK			STD
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH			($16.00)
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-077	DETROIT ENGINE MOUNTED FUEL/WATER SEPARATOR WITH WATER-IN-FUEL SENSOR AND ESOC			N/C
118-001	FULL FLOW OIL FILTER			STD
266-100	700 SQUARE INCH ALUMINUM RADIATOR			STD
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			STD
168-002	LOWER RADIATOR GUARD			STD
134-001	ALUMINUM FLYWHEEL HOUSING			STD

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155-070	DELCO 12V 35MT STARTER WITH INTEGRATED MAGNETIC SWITCH AND SOLENOID	10		N/C
Transmission				
342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60	$6,711.00
Transmission Equipment				
343-313	ALLISON VOCATIONAL PACKAGE 145 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS			N/C
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED			STD
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED			$23.00
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO			N/C

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363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			N/C
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			N/C
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK			STD
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			N/C
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD
Front Axle and Equipment				
400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE			STD
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES			STD
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS			STD
409-006	FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
536-050	TRW THP-60 POWER STEERING			STD
539-003	POWER STEERING PUMP			STD
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR			STD
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE			$17.00
Front Suspension				
620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42		$57.00
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			STD
410-001	FRONT SHOCK ABSORBERS			STD
Rear Axle and Equipment				
420-1K3	MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE		2,500	$9,922.00
421-488	4.88 REAR AXLE RATIO			N/C

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424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	20	20	$499.00
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES			N/C
878-019	(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES			N/C
87A-001	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF			N/C
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			$26.00
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-003	STANDARD BRAKE CHAMBER LOCATION			N/C
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		-20	STD
440-006	REAR OIL SEALS			STD
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		20	N/C
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS			STD
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			STD
Rear Suspension				
622-006	40,000# 4-SPRING FLAT LEAF REAR SUSPENSION		670	($220.00)
621-001	SPRING SUSPENSION - NO AXLE SPACERS			N/C
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			N/C
624-011	52 INCH AXLE SPACING			N/C
Brake System				
018-002	AIR BRAKE PACKAGE			STD
490-100	WABCO 4S/4M ABS			N/C
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD

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480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			STD
479-012	AIR DRYER MOUNTED UNDER HOOD			N/C
460-001	STEEL AIR BRAKE RESERVOIRS			STD
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS			STD
Trailer Connections				
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE			$55.00
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME	5	5	$790.00
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			N/C
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT			N/C
Wheelbase & Frame				
545-595	5950MM (234 INCH) WHEELBASE			N/C
546-100	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI	280	90	$568.00
552-014	1900MM (75 INCH) REAR FRAME OVERHANG			N/C
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-20	90	N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 121.46 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 118.46 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 348.03 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 107.09 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 70.86 in			N/C
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30		$65.00

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Data Code	Description	Weight Front	Weight Rear	Retail Price
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			N/C
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD			$218.00
Fuel Tanks				
204-192	50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	20		$115.00
218-005	RECTANGULAR FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-1H1	DETROIT FUEL/WATER SEPARATOR WITH BYPASS	-5		N/C
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires				
093-12C	HANKOOK AL21 11R22.5 14 PLY RADIAL FRONT TIRES	12		($426.00)
094-2C6	HANKOOK DL11 11R22.5 14 PLY RADIAL REAR TIRES		120	($1,704.00)
Hubs				
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
Wheels				
502-657	ACCURIDE 51408 ACCU-LITE 22.5X8.25 10-HUB PILOT 6.16 INSET 2-HAND STEEL DISC FRONT WHEELS			$2.00
505-657	ACCURIDE 51408 ACCU-LITE 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS			$8.00
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD

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Cab Exterior				
829-079	154 INCH BBC HIGH-ROOF ALUMINUM CONVENTIONAL CREW CAB	430	250	$12,419.00
650-008	AIR CAB MOUNTING			$97.00
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			$36.00
678-001	LH AND RH GRAB HANDLES			STD
646-009	PAINTED PLASTIC GRILLE			$50.00
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE			N/C
644-004	FIBERGLASS HOOD			STD
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4		$82.00
726-001	SINGLE ELECTRIC HORN			STD
728-001	SINGLE HORN SHIELD			N/C
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY			STD
302-001	(5) AMBER MARKER LIGHTS			STD
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS			STD
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS M0UNTED UNDER PRIMARY MIRRORS			$43.00
729-001	STANDARD SIDE/REAR REFLECTORS			STD
768-043	63X14 INCH TINTED REAR WINDOW			STD
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS			STD
654-003	MANUAL DOOR WINDOW REGULATORS			STD
663-013	1-PIECE SOLAR GREEN GLASS WINDSHELD			STD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED			STD
Cab Interior				
707-1AM	OPAL GRAY CLOTH INTERIOR			STD
706-013	MOLDED PLASTIC DOOR PANEL			STD
708-013	MOLDED PLASTIC DOOR PANEL			STD
772-006	BLACK MATS WITH SINGLE INSULATION			STD

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691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING			STD
694-010	IN DASH STORAGE BIN			STD
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-006	GRAY/CHARCOAL FLAT DASH			STD
720-003	5 LB. FIRE EXTINGUISHER	10		$60.00
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-001	STANDARD HVAC DUCTING			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-015	STANDARD HEATER PLUMBING			STD
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-033	STANDARD INSULATION			STD
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-047	DOOR ACTIVATED DOME/RED MAP LIGHTS, FORWARD LH AND RH AND REAR LH, RH AND CENTER			N/C
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
78G-003	KEY QUANTITY OF 3			$9.00
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			N/C
284-023	(1) 12 VOLT POWER SUPPLY IN DASH			$21.00
722-028	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10		$24.00
756-336	BASIC ISRI HIGH BACK NON SUSPENSION DRIVERS SEAT W/FORE & AFT ADJUSTMENT			STD
760-1C0	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT WITH HEADRESTS	70	20	$344.00
762-155	FULL WIDTH REAR BENCH SEAT WITH FOLDING BACK	75	20	$416.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER			$2.00
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER			$4.00
755-014	BLACK CORDURA PLUS CLOTH REAR PASSENGER SEAT COVER			$63.00

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763-101	BLACK SEAT BELTS .			STD
532-001	FIXED STEERING COLUMN			STD
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL			STD
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD
Instruments & Controls				
732-004	GRAY DRIVER INSTRUMENT PANEL			STD
734-004	GRAY CENTER INSTRUMENT PANEL			STD
870-001	BLACK GAUGE BEZELS			STD
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			STD
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS			STD
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL			STD
156-033	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY WITH ECM STARTER LOCKOUT			N/C
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED			STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-085	EMISSIONS LIMITED IDLE ADJUST			N/C
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			STD
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS			N/C
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
679-001	OVERHEAD INSTRUMENT PANEL			STD
746-136	AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939	10		$290.00
747-001	DASH MOUNTED RADIO			N/C
750-002	(2) RADIO SPEAKERS IN CAB			N/C

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753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF			$47.00
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
813-1B4	VT-HU CONNECTIVITY PLATFORM HARDWARE			N/C
8D1-003	3 YEARS DETROIT CONNECT BASE PACKAGE (VIRTUAL TECHNICIAN, DETROIT CONNECT PORTAL ACCESS) FOR VT-HU CONNECTIVITY PLATFORM			N/C
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			N/C
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH			$12.00
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH			STD
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			STD
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE			STD
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS			STD
Design				
065-000	PAINT: ONE SOLID COLOR			STD
Color				
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX			STD
963-003	STANDARD E COAT/UNDERCOATING			STD
Certification / Compliance				

Prepared for:
Marta
Alvarez
City of Lubbock
PO Box 2000
Lubbock, TX 79457
Phone: 806-775-2572

Prepared by:
Mike Iden
LUBBOCK TRUCK SALES, INC.
1801 E. SLATON HWY.
LUBBOCK, TX 79404
Phone: 806-748-1529

	Data Code	Description	Weight Front	Weight Rear	Retail Price
	996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
Secondary Factory Options					
	998-001	CORPORATE PDI CENTER IN-SERVICE ONLY			N/C

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price **	$147,641.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	7377 lbs	7325 lbs	14702 lbs
Total Weight+	7377 lbs	7325 lbs	14702 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

	RD1-003	3 YEARS DETROIT CONNECT BASE PACKAGE (VIRTUAL TECHNICIAN, DETROIT CONNECT PORTAL ACCESS)	N/C
N	RAG-020	CUMMINS TARIFF CHARGE - $205	$205.00
	RFY-022	FRONT TIRE SURCHARGE	$40.00
	RFU-022	REAR TIRE SURCHARGE	$160.00
	P73-2FT	STANDARD DESTINATION CHARGE	$2,700.00

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(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

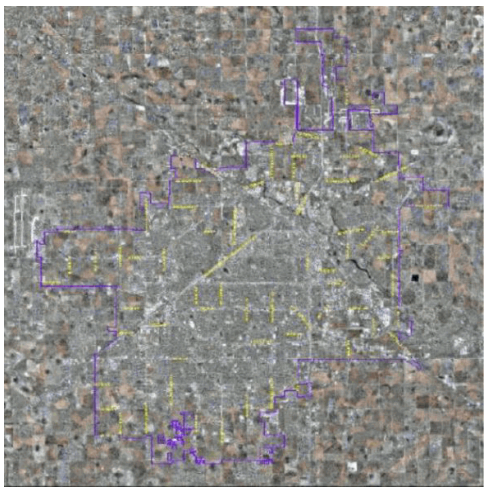
(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

City of Lubbock, TX
Budget Summary
August 9, 2022

Capital Project Number:	92724
Capital Project Name:	Water/Wastewater Vehicle Replacement FY 21-22

		Budget
Concrete Truck (6331)	$	208,153
2 Units John Deere Backhoes (6331)		230,000
1 unit of 1/2 ton Ext Cab 4X4 Pickup (6417)		38,060
1 Dri-Prime Diesel Pump with trailer and kits (6413)		60,728
Bed Delete (6311)		49,813
Agenda Item August 09, 2022		
1 unit of Tandem Axel Diesel Crew Cab (6331)		107,857
Encumbered/Expended To Date		694,611
Estimated Costs for Remaining Appropriation		
Vehicles and Equipment		97,514
Remaining Appropriation		97,514
Total Appropriation	$	792,125

Project Name **Water/Wastewater Vehicle Replacement FY 21-22** *Project Number* **92724**



Managing Department **Fleet Maintenance**

Project Manager **Billy Taylor**

Project Classification **Replacement Equipment/Fleet**

Project Status **Approved**

Project Scope
This project is for the annual vehicle replacement for the Water/Wastewater Fund.

6311 Water Meter and Customer Service
(3) 3/4 Ton, Extended Cab, 4x4, Service Body (replacing 22009014, 22008134, and 22013015) - $114,000

6331 Water Distribution & Maintenance
(1) Concrete Truck (replacing 82011007) - $185,000
(2) Backhoe (replacing 92009249 and 92009182) - $240,000
(1) Crew Truck W/ Flatbed (replacing 72010005) - $110,000

6349 Water Reservoir
(1) Land Pride RC2684 3 Point Shredder
(replacing 02012010) - $5,000

6413 Wastewater Collection
(1) 8" trailer mounted pump (replacing 02000178) - $50,000

6417 Industrial Monitoring
(1) 1/2 ton, extended cab, 4x4 with crane (replacing 22006237) - $35,000

Replacement of vehicles and equipment that are at the end of their useful life.

Project Justification

Project History
$739,000 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-O0126, October 1, 2021.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Other Activities	0	739,000	0	0	0	0	0	739,000
Total Project Appropriation	0	739,000	0	0	0	0	0	739,000

Project Name **Water/Wastewater Vehicle Replacement FY 21-22** *Project Number* **92724**

Funding Detail	Funding to Date	FY 2021-22	Unappropriated Planning Years FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
FY 2022 Water/Wastewater Cash	0	739,000	0	0	0	0	0	739,000
Total Funding Sources	0	739,000	0	0	0	0	0	739,000

Operating Budget Impact	FY 2021-22	Unappropriated Planning Years FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Purchasing and Contract Management
Project Summary

ITB 22-16651-SB Tandem Axle Diesel Crew Cab

Notice was published in the Lubbock Avalanche Journal on June 26 and July 3, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire-hub.com from June 24 to July 12, 2022.
12 vendors took documents from Bonfire-hub.com
18 vendors were notified separately.
1 vendors submitted a bid.

AI# 10894
Regular City Council Meeting
08/09/2022:

6. 12.

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31067757, in accordance with BuyBoard Contract 601-19, with Doggett Freightliner of South Texas LLC, for the purchase of one 2023 Freightliner 114SD 12-Yard Dump Truck, for the Alley Maintenance Department.

Item Summary

The 2023 Freightliner 114SD 12-Yard Dump Truck will replace a 2008 International 12-Yard Dump Truck that is in need of extensive repairs and now past its useful life. The total cost of the purchase will be $242,319.

Purchase Order 31067757 for $242,319, with Doggett Freightliner of South Texas LLC, is made through the Texas Association of School Boards Local Government Purchasing Cooperative Contract, using the electronic purchasing system, BuyBoard. The purchasing cooperative is an administrative agency created in accordance with the Texas Association of School Boards Local Government Purchasing Cooperative, Contract 601-19, using the electronic purchasing system, BuyBoard.

The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code and used to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services.

Fiscal Impact

Purchase Order 31067757 in the amount of $242,319 is funded in Capital Improvement Project 92720, the General Fund Vehicle Replacement for Fiscal Year 2021-2022.

Staff/Board Recommending

Dominic Esperat, Director of Fleet Operations
Brooke Witcher, Assistant City Manager

Attachments

Resolution
Purchase Order
Budget Detail
CIP Detail

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. 31067757 in accordance with BuyBoard Contract 601-19 for the purchase a 2023 Force America dump body with snowplow, by and between the City of Lubbock and Doggett Freightliner of South Texas, LLC of Austin, Texas 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure
_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PurchaseOrd 31067757 dump body w/plow BuyBoard 601-19
8.2.22

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 7/25/2022
Order Number 31067757 000 OP
Branch/Plant 3526

TO: DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC
1701 SMITH RD
AUSTIN TX 78721

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 7/25/2022 Freight
Requested 11/24/2023 Taken By S BALLANCE
Delivery PER B RODRIGUEZ, REQ 58993 PUR 16696/ BUYBOARD 601-19

If you have any questions, please contact Breana Rodriguez: BRodriguez@mylubbock.us or 806-775-2374

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
2023 Force America Dump Body w/ Snowplow	1.000	242,319.0000	EA	242,319.00	11/24/2023

inv

Total Order

Terms NET 30 242,319.00

This purchase order encumbers funds in the amount of $242,319.00 awarded to Doggett Freightliner of South Texas, LLC of Austin, TX, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated June 8, 2022, from Doggett Freightliner of South Texas, LLC of Austin, TX, and BuyBoard Contract 601-19.

Resolution #_____

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:
CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between the City's terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. S e l l e r shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

12. NON APPROPRIATION. 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 thirty (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.

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

25. NON-ARBITRATION. The City reserves the right to exercise any right or remedy 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.

26. RIGHT TO AUDIT. 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.

27. 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.

28. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization

29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

33. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization

34. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed



DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN

1701 Smith Rd.
Austin, Texas 78721

Bus: 512-389-0000
Fax: 512-389-2663

INV #:
DATE: 6/8/2022
INVOICE / BUYER'S ORDER

BUYER'S NAME				TELEPHONE
CITY OF LUBBOCK				806-775-2167
ADDRESS		**CITY**	**STATE**	**ZIP CODE**
206 MUNICIPAL DRIVE		LUBBOCK	TX	
YEAR	**MAKE**	**MODEL/BODY**	**VIN**	**LICENSE PLATE**
2023	FREIGHTLINER	114SD	TBD	

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY CHARGED TO BUYER FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN PAGO DOCUMENTAL NO ES UN CARGO OFFICIAL. LA LEYNO EXIGUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LE VENTA. UN CARGO DOCMENTAL NO PUEDI EXCEDER UNA CANIDAD PAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGUE POR LA LEY.

Disclaimer of Warranties

The above decribed vehicle sold by Freightliner of Ausitn is sold as is, without either express or implied warranties of any kind by Freightliner of Austin, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a writte warranty by, or service contract with Freightliner of Austin covering the describe vehicle is delivered to Buyer in conjunction with or within 90 days following the time of sale,but such vehicle or any of its component parts may be subject to warranty by the manufacuter thereof.

MILEAGE:	
BUY BOARD CONTRACT #601-19	
CHASSIS BASE MODEL PRICE	$70,282.00
OPTION CONTENT	$73,073.00
FORCE AMERICA DUMP BODY W/SNOWPLOW	$95,764.00
FREIGHT TO LUBBOCK	$2,800.00
BUY BOARD FEE	$400.00

CUSTOMER COPY

MILEAGE:				
YEAR	MAKE	MODEL/BODY	VIN	
MILEAGE:		TRADE-IN		
YEAR	MAKE	MODEL/BODY	VIN	

		TOTAL	$242,319.00
PAYOFF TO:		**(Trade Allowance)**	($.00)
ADDRESS:		**TRADING DIFFERENCE**	$242,319.00
TELEPHONE: FAX:		**SALES TAX**	$0.00
GOOD UNTIL:		**DEALER'S INVENTORY TAX**	$0.00
QUOTED BY:		**LICENSE FEE**	$0.00
SHOW LIEN TO:	Body Type:	**DOCUMENTARY FEE**	**$0.00**
ADDRESS:	License Wt.:	**FEDERAL EXCISE TAX**	$0.00
	State Insp.:	**TOTAL SALE PRICE**	$242,319.00
DATED: LIEN AMOUNT $	License:	**PAYOFF ON TRADE**	$0.00
DRAFT FOR $	Title:	**EXT. WARRANTY**	$0.00
DRAFT THRU:	Transfer:	**LESS DEPOSIT**	$0.00
ADDRESS:		**Total Balance Due**	$242,319.00

**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on the contract of sale.

La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contratio y quy aparezca en el contrato de venta. If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit. Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly. If the Buyer's used vehicle trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in. Buyer agrees to deliver the original bill of sale and the title to an trade-in along with the delivery of the trade-in and further agrees to execute and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrrpairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed. Seller makes no representations, concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied.It is expressly agreed to and understood by Buyer and Seller that is the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle. Buyer agrees to all the above listed charges.

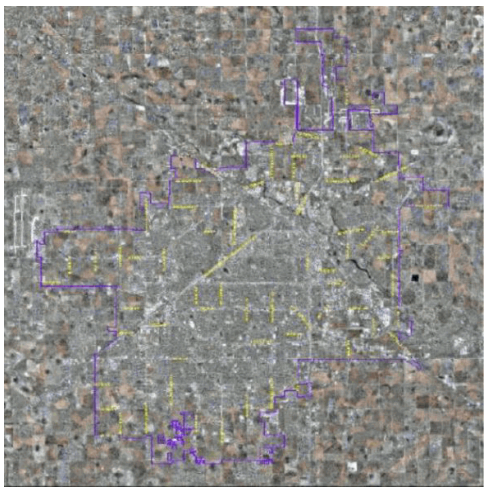
BUYER'S SIGNATURE: _____ **SELLER'S SIGNATURE:** _____ **DATE** _____

City of Lubbock, TX
Budget Summary
August 9, 2022

Capital Project Number:	92720
Capital Project Name:	General Fund Vehicle Replacement FY 21-22

	Budget
Encumbered/Expended	
(4) LP61 Gasoline Skid (5221)	$ 72,732
TerrainCut Rough Mower (5221)	73,404
2 Units Half Ton Pick Up (5615)	69,555
Dynapac double drum roller (4531)	64,187
50' Aerial Truck (5615)	189,416
2 Units of Mack ASL (5815)	690,596
3 Units of KANN CSL (5815)	345,858
3 Units of Freightliner (5815)	312,960
Split Drum Vibratory Roller (4531)	66,196
Carterpillar 120JOY Motor Grader (5812)	248,800
3 units of 1/2 ton pickup 4X4 (4211)	113,109
1 unit of 1/2 ton pickup (4311)	33,140
1 unit of roll off Freightliner truck (5811)	207,147
2 units of 2023 Ford F250 4X4 Bed Delete (5419)	94,576
1 unit of 2023 Ford F250 4X4 6.75' Bed (5811)	51,817
1 unit of 2023 Ford F250 4X4 6.75' Bed (4211)	49,395
1 unit of 2023 Ford Supercab w/ animal transport body (5311)	76,586
Agenda Item August 09, 2022	
1 unit of Freightliner 114SD dump truck w/snow plow (5812)	242,319
Encumbered/Expended To Date	3,001,794
Estimated Costs for Remaining Appropriation	
Vehicles and Equipment	196,165
Remaining Appropriation	196,165
Total Appropriation	$ 3,197,959

Project Name **General Fund Vehicle Replacement FY 21-22** *Project Number* **92720**



Managing Department **Fleet Maintenance**

Project Manager **Billy Taylor**

Project Classification **Replacement Equipment/Fleet**

Project Status **Approved**

Project Scope
This project is for the annual vehicle replacement for the General Fund.

4211 - Codes Administration
(2) 1/2 ton, extended cab, 4x4 (replacing 12010030 and 12010038) - $56,000
(1) 3/4 ton, extended cab, 4x4 (replacing 22001050) - $32,000
(1) 1/2 ton pickup, toolbox, lightbar, radios (NEW) - $29,978

4311 - Building Safety
(1) 1/2 ton pick-up (replacing 12010055) - $25,000

4525 - Traffic Operations
(1) 48" digging depth trencher (replacing 92001015) - $55,000

4531 - Paved Streets
(1) Steel Drum Roller with 51"-55" width (replacing 92009162) - $65,000
(1) Towable roller with rear vibration and split front drum (replacing 92010063) - $75,000
(1) Walk behind roller (replacing N/A) - $8,000

5221 - Park Maintenance
(1) John Deere 9009A Terrain Cut Mower (replacing 02004001) - $85,000
(3) Litter Vacuum LP61-G (replacing N/A) - $75,000
(1) Tandem 10k Utility Trailer (replacing 02001116) - $6,000

5311 - Animal Services
(1) 3/4 ton, extended cab, 4x4 with animal transport body (replacing 22011119) - $52,000

5414 - Environmental Health
(1) Mid-size SUV (NEW) - $32,000

5419 - Vector Control
(2) 3/4 ton 4x4 with Flatbed (replacing 22003168 and 22004082) - $60,000

5615 - Lubbock Fire Rescue
(1) 50' Aerial (NEW) - $200,000
(2) 1/2 ton, crew cab, 4x4 pickup (replacing 12009169 and 12007135) - $64,000

5811 - Residential Collection
(1) Roll-Off (replacing 82010001) - $160,000
(1) 3/4 Ton, Crew Cab, 4x4 (replacing 12008154) - $33,000
(4) Automated Side Loader (replacing 82012019, 82014014, 82014032, and 82014029) - $1,280,000

5812 - Alley Maintenance
(1) 12 yard dump with salt spreader hookups (replacing 82008181) - $200,000
(1) CAT 120 Motor Grader (replacing 82008204) - $265,000

5815 - Solid Waste Disposal
(1) 3/4 Ton, Crew Cab, 4x4, service body, Air Compressor (replacing 32013016) - $45,000

Replacement of vehicles and equipment that are at the end of their useful life.

Project Justification

Project History
$2,902,978 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-O0126, October 1, 2021.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Project Amount
Other Activities	0	2,902,978	0	0	0	0	0	2,902,978
Total Project Appropriation	0	2,902,978	0	0	0	0	0	2,902,978

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Funding
FY 2022 General Fund Cash	0	2,902,978	0	0	0	0	0	2,902,978
Total Funding Sources	0	2,902,978	0	0	0	0	0	2,902,978

		Unappropriated Planning Years					
Operating Budget Impact	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor to execute a FY 2023 Section 5307 Grant, TxDOT URB 2302 (05), Project ID 51309020523, with the Texas Department of Transportation, for operating assistance for Citibus.

Item Summary

Texas Department of Transportation (TxDOT) is allocating a Section 5307 grant in the amount of $716,091 of public transportation funds, to the City of Lubbock for operating assistance to maintain its public transportation system, Citibus, for Fiscal Year 2023. The FY 2023 Section 5307 grant is included in the Citibus budget for FY 2023.

Citibus operates public transportation in both a fixed route and demand response service. The routes originate in downtown Lubbock and provide service to various locations throughout the City. All vehicles are accessible to persons with disabilities. The ADA complementary service and the general public OnDemand microtransit service serves origins and destinations within the city limits. All services operate under guidelines from federal, state, and local authorities for maintaining buses, facilities, preventative maintenance, and safety. The major trip generators include the medical center, education facilities, employment providers, social service agencies, and shopping centers.

The contract is effective from September 1, 2022, or when fully executed by both parties, and shall terminate on August 31, 2023.

Fiscal Impact

Acceptance of this grant of $716,091 will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Public Transit Advisory Board

Attachments

Resolution - TxDOT FY 23 Section 5307
TxDOT FY 23 Section 5307 Grant

RESOLUTION

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

THAT the Mayor of the City of Lubbock, or his designee, is hereby authorized to execute a FY 2023 Section 5307 grant from the Texas Department of Transportation (TxDOT), TxDOT URB 2302 (05), Project ID 51309020523, to the City of Lubbock for operating assistance to maintain its public transportation system for Citibus. Said Grant 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 on _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, Deputy City Manager
FOR

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

RES. Citibus – TxDOT Grant 5307 FY 2023
7.25.22

PGA: PUBLIC TRANSPORTATION - URBAN STATE FUNDS
SUBRECIPIENT: Lubbock, City of
FAIN: N/A
CFDA #:
TXDOT PROJECT #: URB 2302 (05)
PROJECT ID #: 51309020523
MASTER GRANT AGREEMENT #: MGA-2022-2026-LUBBOCK-046
NOT RESEARCH AND DEVELOPMENT
URBANIZED AREA: Lubbock

STATE OF TEXAS §

COUNTY OF TRAVIS §

URBAN STATE PROGRAM
FISCAL YEAR 2023
PROJECT GRANT AGREEMENT

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State" and Lubbock, City of, called the "Subrecipient".

WITNESSETH

WHEREAS, Texas Transportation Code Chapter 455 authorizes the State to assist the Subrecipient in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code Chapter 456; and

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation to provide state funds for public transportation purposes; and

WHEREAS, the Subrecipient submitted a Fiscal Year 2023 Grant Application (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number(s) 116254; and,

WHEREAS, the Subrecipient must execute a Grant Application (if applicable) and Fiscal Year Certifications and Assurances each fiscal year grant period for consideration for new state and federal grants; and

WHEREAS, a Master Grant Agreement (MGA) between the Subrecipient and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA;

NOW THEREFORE, the State and Subrecipient agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on 09/01/2022, whichever is later. This PGA shall remain in effect until 08/31/2023, unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Subrecipient has submitted the Grant Application (if applicable) and Certification and Assurances to the State. The time period of this PGA cannot be extended past the MGA, without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

A. The Subrecipient shall complete the public transportation project described in the Grant Application, the Attachment A - Approved Project Description, and the Attachment B - Project Budget. Attachments A and B are attached to and made a part of this agreement. The Subrecipient shall complete the project in accordance with all of the documents associated with the MGA and with all applicable federal and state laws and regulations.

B. If applicable, the Subrecipient shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Subrecipient shall publicly open all bids or privately review proposals. The Subrecipient shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Subrecipient shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is $716,091 and 0 Transportation Development Credits, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the Grant Application, the Attachment A, and the Attachment B.

Invoices are to be submitted electronically through the eGrants system.

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost, or duration of the project authorized in this agreement shall be enacted by written amendment approved by the parties before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in Article 1, Grant Time Period.

ARTICLE 5. INCORPORATION OF MGA PROVISIONS

This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.

ARTICLE 6. SIGNATORY WARRANTY

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

ARTICLE 7. ACCESS TO INFORMATION

The Subrecipient 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.

THIS AGREEMENT IS EXECUTED by the State and the Subrecipient in duplicate.

THE SUBRECIPIENT

_____

Signature

_____

Title

_____

Date

THE STATE OF TEXAS

_____

Signature

Public Transportation Coordinator

Title

_____

Date

List of Attachments

A – Approved Project Description
B – Project Budget

ATTACHMENT A
APPROVED PROJECT DESCRIPTION

As presented in the City of Lubbock's FY23 Grant Application, the City will provide public transportation within the urban transit district service area. The City will provide fixed route public transportation with ADA complementary paratransit service and demand response services within the urbanized area of Lubbock.

Transit provider shall comply with Article 12: Project Records and Reports and Article 13 of the Master Grant Agreement requiring procurement and project milestones / quarterly progress reports. Within 30 days of PGA execution, the subrecipient will provide the TxDOT Public Transportation Coordinator with a project milestone plan that delineates fund expenditures throughout the contract period.

Per Texas Administrative Code (TAC) 31.47, Audit and Project Close-Out Standards: The subrecipient shall make every reasonable effort to complete all project activities and request appropriate reimbursements within the time period specified in the project agreement and TAC 9.136, Suspension or Termination for Cause: On termination of a subgrant, the unexpended and unobligated funds awarded to the subgrantee immediately revert to the department (TxDOT).

ATTACHMENT B
PROJECT BUDGET

#	Description	Fuel Type	# of Units	Award Amount	State Match	Local Match	In-Kind Match	Total Funds	TDC	Match Ratio	TDC Amount
1	Operating - 30.09.01			$716,091				$716,091			0
			Totals:	$716,091	$0	$0	$0	$716,091			0

AI# 10883
Regular City Council Meeting
08/09/2022:

6. 14.

Information

Agenda Item

Resolution - Emergency Management: Consider a resolution authorizing and approving the 2022 City of Lubbock/Lubbock County Inter-jurisdictional Emergency Management Plan.

Item Summary

This resolution authorizes and approves the 2022 City of Lubbock/County of Lubbock Inter-jurisdictional Emergency Management Plan as required by Texas Government Code Chapter 418, mandated by the Texas Division of Emergency Management, and applicable to the City of Lubbock and unincorporated areas of Lubbock, County, Texas.

Texas Government 418.106 requires local and inter-jurisdictional agencies to prepare and maintain emergency management plans for disaster mitigation, preparedness, response, and recovery.

The Texas Division of Emergency Management adopts standards and requirements for local and inter-jurisdictional plans. The plans are to be reviewed annually and undergo a comprehensive update every five years.

The City of Lubbock and Lubbock County Emergency Management Plan was last updated in 2017.

Agencies requesting emergency management grants must have a current emergency management plan approved and on file with the State of Texas.

Fiscal Impact

None

Staff/Board Recommending

Shaun Fogerson, Fire Chief
Joe Moudy, Director of Emergency Management

Attachments

Resolution for Emergency Management Plan
Emergency Management Plan - Basic Plan with no attachments

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby authorizes and approves the 2022 City of Lubbock/County of Lubbock Inter-jurisdictional Emergency Management Plan as required by Texas Government Code Chapter 418 and mandated by the Texas Division of Emergency Management, and applicable to the City of Lubbock and the unincorporated area of Lubbock County, Texas. Said Emergency Operations Plan is attached hereto and a copy will be maintained in the City Secretary's office.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza,
City Secretary

APPROVED AS TO CONTENT:

_____
Joe Moudy,
Director of Emergency Management

RESOLUTION APPROVED AS TO FORM:

_____
John C. Grace,
Assistant City Attorney

S:\cityatt\CCDOCS\RES-ApprovingEOP.2022.doc

City of Lubbock, Lubbock County Emergency Operations Basic Plan

May 2022

Approval and Implementation

This plan is hereby approved for implementation and supersedes all previous editions.



Tray Payne
Mayor
City of Lubbock

05-27-2022
Date



Curtis Parrish
County Judge
Lubbock County

05-27-2022
Date

Record of Changes

The City of Lubbock Mayor and Lubbock County Judge authorize and issue changes to this document until such time as it is superseded. This document and all attachments are living documents. Coordinating departments are responsible for participating in plan reviews and are required to provide information concerning capability changes that impact their emergency management responsibilities. The City and County Offices of Emergency Management coordinate the plan-updating process and maintain the plan after receiving feedback and updates from partnering departments or agencies.

Lead and support departments or agencies ensure all records necessary for emergency management operations are available and that duplicate records are held at alternative locations.

Use the table below to record the following information:

- Change number, in sequence, beginning with 1
- Date change was made to the document
- Description of change and rationale if applicable
- Initials of person who made the change

Number	Date	Description	Initials

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Authority

Federal

- Robert T. Stafford Disaster Relief and Emergency Assistance Act, (as amended), 42 U.S.C. 5121
- Emergency Planning and Community Right-to-Know Act, 42 USC Chapter 116
- Emergency Management and Assistance, 44 CFR
- Hazardous Waste Operations and Emergency Response, 29 CFR 1910.120
- Homeland Security Act of 2002
- Homeland Security Presidential Directive. HSPD-5, Management of Domestic Incidents
- Homeland Security Presidential Directive, HSPD-3, Homeland Security Advisory System
- National Incident Management System
- National Response Framework
- National Strategy for Homeland Security, July 2002
- Nuclear/Radiological Incident Annex of the National Response Framework

State

- Government Code, Chapter 418 (Emergency Management)
- Government Code, Chapter 418a (Pandemic)
- Government Code, Chapter 421 (Homeland Security)
- Government Code, Chapter 433 (State of Emergency)
- Government Code, Chapter 791 (Inter-local Cooperation Contracts)
- Health and Safety Code, Chapter 778 (Emergency Management Assistance Compact)
- Executive Order of the Governor Relating to Emergency Management
- Executive Order of the Governor Relating to the National Incident Management System
- Administrative Code, Title 37, Part 1, Chapter 7 (Division of Emergency Management)
- The Texas Homeland Security Strategic Plan, Parts I and II, December 15, 2003
- The Texas Homeland Security Strategic Plan, Part III, February 2004

Local

- City Ordinance # 3962, dated November 20, 1962.
- Commissioner's Court Resolution, dated April 13, 1992.
- Joint Resolution # 3913 between the County of Lubbock and the City of Lubbock dated June 25, 1992.
- Inter-local Agreements and Contracts. See the summary in Attachment I.
- City Resolution # 2004-R0427 dated September 16, 2004 adopting NIMS.
- County Resolution dated November 8, 2004 adopting NIMS.

Purpose

This Emergency Operations Basic Plan outlines and is applicable to the City of Lubbock's and the unincorporated portions of Lubbock County's (hereinafter referred to as "City" and "County") approach to emergency operations. This plan provides general guidance for emergency management activities and an overview of the methods of mitigation, preparedness, response, and recovery. The plan describes the emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific emergency support functions that describe in more detail who does what, when, and how. This plan applies to all local officials, departments, and agencies within the City and County. The primary audience for the document includes chief elected officials, other elected officials, the emergency management staff, department and agency heads and their senior staff members, leaders of local volunteer organizations that support emergency operations, and others who may participate in mitigation, preparedness, response, and recovery efforts.

Explanation of Terms

Acronyms

- CFR - Code of Federal Regulations
- DDC - Disaster District Committee
- EMC - Emergency Management Coordinator
- EMS - Emergency Medical Services
- EOC - Emergency Operations Center
- ESF - Emergency Support Function
- FEMA - Federal Emergency Management Agency
- HAZMAT - Hazardous Material
- HSPD - Homeland Security Presidential Directive
- IC - Incident Commander
- ICP - Incident Command Post
- ICS - Incident Command System
- NIMS - National Incident Management System
- NOAA - National Oceanic and Atmospheric Administration
- NRF - National Response Framework
- PIO - Public Information Officer
- RACES - Radio Amateur Civil Emergency Service
- SOC - State Operations Center
- SOGs - Standard Operating Guidelines and Procedures
- STAR - State of Texas Assistance Request
- TDEM - Texas Division of Emergency Management
- VOAD - Volunteer Organizations Active in Disaster

Definitions

Area Command (Unified Area Command)

An organization established to oversee the management of multiple incidents that are each being managed by an Incident Command System (ICS) organization, or to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Sets overall strategy and priorities, allocates critical resources according to priorities, ensures that incidents are properly managed, and ensures that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multi-jurisdictional.

Disaster District

Disaster Districts are regional state emergency management organizations mandated by the Executive Order of the Governor relating to Emergency Management whose boundaries parallel those of Highway Patrol Districts and Sub-Districts of the Texas Department of Public Safety.

Disaster District Committee (DDC)

The DDC consists of a Chairperson (Region V Texas Department of Public Safety Patrol captain or command lieutenant) and agency representatives that mirror the membership of the State Emergency Management Council. The DDC Chairperson, supported by committee members, is responsible for identifying, coordinating the use of, committing, and directing state resources within the district to respond to emergencies.

Emergency Operations Center (EOC)

Specially equipped facilities from which government officials exercise direction and control and coordinate necessary resources in an emergency.

Emergency Public Information

Information that is disseminated to the public via the news media before, during, and after an emergency or disaster ensuring the needs of the whole community are addressed, specifically including instructions on how to protect personal health, safety, and property or how to obtain assistance.

There are many terms used to describe emergencies, from a minor incident to a catastrophic disaster. The following terms for this plan are identified as:

Incident

An incident is a situation that is limited in scope and potential effects. Characteristics of an incident include:

- Involves a limited area or limited population.
- Evacuation or in-place sheltering is typically limited to the immediate area of the incident.
- Warning and public instructions are provided in the immediate area, not community-wide.
- One or two local response agencies or departments acting under an Incident Commander (IC) normally handle incidents. Requests for resource support are normally handled through agency or departmental channels.
- May require limited external assistance from other local response agencies or contractors.
- For the purposes of the National Response Framework (NRF), incidents include the full range of occurrences that require an emergency response to protect life or property.

Emergency

An emergency is a situation that is larger in scope and more severe in terms of actual or potential effects than an incident. Characteristics include:

- Involves a large area, significant population, or important facilities.
- May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
- May require community-wide warning and public instructions.
- Requires a sizable multi-agency response operating under an IC.
- May require some external assistance from other local response agencies, contractors, and limited assistance from state or federal agencies.
- The EOC may be activated to provide general guidance and direction, coordinate external support, and provide resource support for the incident.
- For the purposes of the NRF, an emergency (as defined by the Stafford Act) is "any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement state and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of catastrophe in any part of the United States."

Disaster

A disaster involves the occurrence or threat of significant casualties or widespread property damage that is beyond the capability of the local government to handle with its own resources. Characteristics include:

- Involves a large area, a sizable population, and important facilities.
- May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
- Requires community-wide warning and public instructions.
- Requires a response by all local response agencies operating under one or more ICs.
- Requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.
- The EOC may be activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.
- For the purposes of the NRF, a major disaster (as defined by the Stafford Act) is any catastrophe, regardless of the cause, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster federal assistance.

Catastrophic Incident

For the purposes of the NRF, this term is used to describe any natural or man-made occurrence that results in extraordinary levels of mass casualties, property damage, or disruptions that severely affect the population, infrastructure, environment, economy, national morale, and government functions. An occurrence of this magnitude can result in sustained national impacts over prolonged periods of time and immediately overwhelm local and state capabilities. All catastrophic incidents are Incidents of National Significance.

Hazard Analysis

A document, published separately from this plan that identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.

Hazardous Material (HAZMAT)

A substance in a quantity or form posing an unreasonable risk to health, safety, and property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence. A substance that is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. Toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances.

Incident of National Significance

An actual or potential high-impact event that requires a coordinated and effective response by an appropriate combination of federal, state, local, tribal, nongovernmental, and private sector entities in order to save lives and minimize damage and provide the basis for long-term communication recovery and mitigation activities.

Mutual-aid agreements

Arrangements between governments and qualified organizations, either public or private, for reciprocal aid and assistance during emergency situations where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation.

Stafford Act

The Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes federal agencies to undertake special measures designed to assist the efforts of states in expediting the rendering of aid, assistance, emergency services, and reconstruction and rehabilitation of areas devastated by disaster.

Standard Operating Guidelines and Procedures (SOGs)

Approved methods for accomplishing a task or set of tasks through guidelines or procedures. SOGs are typically prepared at the department or agency level.

Situations and Assumptions

Situations

The City and County are exposed to many hazards, all of which have the potential for disrupting services to the community, causing casualties, and damaging or destroying public or private property. A summary of major hazards is provided in Appendix I. More detailed information is provided in the Hazard Analysis, published separately.

Assumptions

The City and County are exposed and subject to the impact of the hazards described in Appendix I and Hazard Analysis, as well as other hazards that may develop in the future.

It is possible for a major disaster to occur at any time, and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness measures may be possible. However, some emergency situations occur with little or no warning.

Outside assistance is available in most emergency situations affecting the City and County. It takes time for external assistance to arrive therefore, it is imperative to be prepared to carry out the initial emergency response on an independent basis without immediate support from others.

Proper mitigation actions such as floodplain management, fire inspections, utilization of National Oceanic and Atmospheric Administration (NOAA) Weather Radio, retro-fitting existing homes and building safe rooms in new construction, and increased security where needed can prevent or reduce disaster-related losses. Detailed emergency planning, training of emergency responders and other personnel, and conducting periodic emergency drills and exercises can improve readiness to deal with emergency situations.

Concept of Operations

Objectives

The objectives of the City and County Interjurisdictional Emergency Management program are to provide the planning, resources, response, and recovery efforts necessary to protect the health, safety, and welfare of the citizens and preserve public and private property.

General

It is the local government's responsibility to, within its power, protect the public health, safety, and welfare of the citizens and preserve property from the effects of hazardous events. The City and County have the primary role in identifying and mitigating hazards, preparing for, responding to, and managing the recovery from emergency, disaster, and catastrophic situations that affect the City and County.

It is impossible for government to do everything that is required to protect the lives and property of the population. Therefore, citizens have the obligation and responsibility to prepare themselves and their families to cope with emergency situations and manage their affairs and property in ways that support the local government in managing emergencies. The City and County can assist citizens in carrying out these responsibilities by providing public information and instructions prior to and during emergency situations.

The City and County governments are responsible for organizing, training, and equipping local emergency responders and emergency management personnel, providing appropriate emergency facilities, providing suitable warning and communications systems, and for contracting for emergency services. The state and federal governments offer programs that provide some assistance with portions of these responsibilities.

To achieve these objectives, an interjurisdictional emergency management program has been organized that is both integrated (employs the resources of government, organized volunteer groups, and businesses) and comprehensive (addresses mitigation, preparedness, response, and recovery). This plan is one element of the government's preparedness activities.

This plan is based on an all-hazards approach to emergency planning. It addresses general functions that may need to be performed during any emergency and is not a collection of plans for specific types of incidents. For example, the Emergency Support Function (ESF) 15: Public Information and External Affairs addresses techniques that can be used to warn the public during any emergency, whatever the cause.

Departments and agencies tasked in this plan are expected to develop and keep current SOGs that describe how emergency tasks are performed. Departments and agencies are charged with ensuring quality training of personnel and the equipment necessary for an appropriate response are in place and kept up-to-date.

This plan is based upon the concept that the emergency support functions performed by the departments or agencies generally parallel their normal day-to-day operations. Many of the services provided by local government must continue during the response to the emergency or disaster. To the extent possible, the same personnel and material resources used for day-to-day activities are employed during emergency situations. During some incidents or responses, resources are limited and some routine functions that do not contribute directly to the emergency responses may be suspended for the duration of an emergency. When practical, personnel, equipment, and supplies may be redirected to accomplish emergency tasks.

In accordance with the Homeland Security Presidential Directive (HSPD)-5, the City and County have adopted the National Incident Management System (NIMS). The adoption of NIMS provides a consistent approach to the effective management of situations involving natural or man-made disasters, or terrorism. NIMS allows the integration of response activities using a set of standardized organizational structures designed to improve interoperability between all levels of government, private sectors, and non-governmental organizations.

In accordance with the National Response Framework, the City and County's emergency management program is an integral part of the national effort to prevent and reduce America's vulnerability to terrorism, major disasters, and other emergencies. The goal is to minimize the damage that may occur and recover from attacks, major disasters, and other emergencies. In the event of an Incident of National Significance, as defined in HSPD-5, operations are integrated within all levels of government, private sector partners, and nongovernmental organizations through use of the NRF coordinating structures, processes, and protocols.

Operational Guidance

NIMS, and its five components, are employed in all operations which provides a standardized framework that facilitates operations in all phases of emergency management.

Emergency responders are likely to be the first on the scene of an emergency. The first responder on the scene assumes the role of Incident Commander (IC). That first responder remains in charge of the incident until it is resolved or others who have legal authority to do so assume responsibility. The IC can seek guidance and direction from the appropriate local officials and seek technical assistance from state and federal agencies and industry where appropriate.

Implementation of ICS

- The first City or County first responder to arrive at the scene of an emergency implements the Incident Command System and serves as the IC until relieved by a more qualified individual. The IC may establish an Incident Command Post (ICP) and provide an assessment of the situation to local officials, identify response resources required, and direct the on-scene response from the ICP.
- For some types of emergency situations, a specific incident scene may not exist in the initial response phase and the Emergency Operations Center (EOC) may initiate response actions such as mobilizing personnel, equipment, and issuing precautionary warning to the public. As the potential threat becomes clearer and a specific impact site or sites are identified, an ICP may be established, and direction and control of the response transitioned to the IC.

Source and Use of Resources

- The City and County use their own resources, all of which meet the requirements for resource management in accordance with the NIMS to respond to emergency situations, purchasing supplies and equipment if necessary, and request assistance if resources are insufficient or inappropriate. Section 418.102 of the Texas Government Code provides that each county maintains an emergency management program or participate in a local or interjurisdictional emergency management program that has jurisdiction over and serves the entire county or inter-jurisdictional area. Mutual-aid agreements are the first channel through which a local jurisdiction requests assistance when resources are exceeded. Requests that exceed the county capability are forwarded to the state as prescribed in the state emergency management plan. If additional resources are required, the City and County:

- Summon those resources available to us pursuant to mutual-aid agreements. (Attachment I to this plan summarizes the mutual-aid agreements and identifies the officials authorized to request those resources).
- Invoke emergency service contracts (also listed in Attachment I) as necessary and appropriate.
- Request assistance from Volunteer Organizations Active in Disasters (VOAD).
- Request assistance from industry or individuals who have resources needed to deal with the emergency.

- When external agencies respond to an emergency within the City or County's jurisdiction, it is expected they conform to the guidance and direction provided by the IC(s), which is in accordance with the NIMS.

ICS

The City and County jurisdictions employ ICS, an integral part of the NIMS, in managing incidents and emergencies. ICS is both a strategy and a set of organizational arrangements for directing and controlling operations. It is designed to effectively integrate resources from different agencies into a temporary emergency organization that can expand and contract with the magnitude of the incident and resources on hand.

The IC is responsible for carrying out the ICS function of command, managing the incident. The four major management activities that form the basis of ICS are operations, planning, logistics, and finance/administration. For small-scale incidents, the IC and one or two individuals may perform all these functions. For larger incidents, individuals from different departments or agencies may be assigned to separate staff sections charged with those functions.

An IC, using response resources from one or two departments or agencies, can handle most emergency situations. Departments or agencies participating in this type of incident response normally obtain support through their own department or agency.

In emergency situations where other jurisdictions, state agencies, or federal agencies are providing significant response resources or technical assistance, it is generally desirable to transition from the normal ICS structure to a Unified Command structure. This arrangement helps to ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency.

ICS/EOC Interface

ICS and EOC Interface is defined as the coordination and division of tasks between the EOC and the Incident Command Post. This is outlined in ESF 5: Emergency Management in detail.

State, Federal, and other Assistance

State and Federal Assistance

- If the City and County's resources are inadequate to deal with an emergency or disaster situation, assistance can be requested from the State. State assistance is intended to supplement, not substitute, for local resources. Local resources include mutual-aid resources, equipment (purchased or leased), and resources covered by emergency service contracts.
- Requests for state assistance are made to the Disaster District Committee (DDC) at the Texas Department of Public Safety Regional Office located in Lubbock. (See ESF 5: Emergency Management, for State of Texas Assistance Request (STAR)). In essence, state emergency assistance to local governments begins at the DDC level and the key person to validate a request for, obtain, and provide that state assistance and support is the DDC Chairperson. A request for state assistance must be made by the chief elected official (the City of Lubbock Mayor or the Lubbock County Judge) or their designee, and may be submitted by Lonestar EOC, telephone, fax, or email. The DDC Chairperson has the authority to utilize all state resources within the district to respond to a request for assistance, except for the National Guard. Use of National Guard resources requires approval of the Texas Governor.
- The Disaster District staff forwards requests for assistance that cannot be satisfied by state resources within the district to the State Operations Center (SOC) in Austin, Texas for action.

Other Assistance

- If resources required to control an emergency are not available within the State, the Governor may request assistance from other states pursuant to interstate compacts or from the federal government through the Federal Emergency Management Agency (FEMA).
- For major emergencies and disasters for which a Presidential declaration has been issued, federal agencies may be mobilized to assists states and local governments. The NRF describes the policies, planning assumptions, concept of operations, and responsibilities of designated federal agencies for various response and recovery functions.
- FEMA has the primary responsibility for coordinating federal disaster assistance. No direct federal disaster assistance is authorized prior to a Presidential emergency or disaster declaration, but FEMA has limited authority to stage initial response resources near the disaster site and activate command and control structures prior to a declaration. The Department of Defense has the authority to commit its resources to save lives prior to an emergency or disaster declaration. (See ESF 14: Long-Term Recovery, for additional information on the assistance that may be available during disaster recovery).
- The NRF applies to Stafford and non-Stafford Act incidents and is designed to accommodate not only actual incidents, but also the threat of incidents. Therefore, NRF implementation is possible under a greater range of incidents.

Emergency Authorities

Key federal, state, and local legal authorities pertaining to emergency management are listed in the section titled "Authority" of this plan.

Texas statutes and the Executive Orders of the Governor relating to emergency management provide local government, principally the chief elected officials, with powers to control emergency situations.

If necessary, these powers include:

Disaster Declaration

When an emergency has caused severe damage, injury, or loss of life or it appears likely to do so, the City of Lubbock Mayor and the Lubbock County Judge may by executive order or proclamation declare a local state of disaster. The Mayor and County Judge may subsequently issue orders or proclamations referencing that declaration to invoke certain emergency powers granted by the Governor in the Texas Disaster Act on an appropriate local scale in order to cope with the disaster. These powers include:

- Suspending procedural laws and rules to facilitate a timely response.
- Using all available resources of government and commandeering private property, subject to compensation, to cope with the disaster.
- Restricting the movement of people and occupancy of premises.
- Prohibiting the sale or transportation of certain substances.
- Implementing price controls.

A local disaster declaration activates the recovery and rehabilitation aspects of this plan. A local disaster declaration is required to obtain state and federal disaster recovery assistance.

Authority for Evacuations

State law provides the City of Lubbock Mayor or the Lubbock County Judge with the authority to order the evacuation of all or part of the population from a stricken or threatened area within their respective jurisdictions.

> Texas Government Code 418.108 states the following:
>
> "(f) The county judge or the mayor of a municipality may order the evacuation of all or part of the population from a stricken or threatened area under the jurisdiction and authority of the county judge or mayor if the county judge or mayor considers the action necessary for the preservation of life or other disaster mitigation, response, or recovery.
>
> (g) The county judge or the mayor of a municipality may control ingress to and egress from a disaster area under the jurisdiction and authority of the county judge or mayor and control the movement of persons and the occupancy of premises in that area.
>
> (h) For purposes of Subsections (f) and (g):
>
> (1) the jurisdiction and authority of the county judge includes the incorporated and unincorporated areas of the county; and
>
> (2) to the extent of a conflict between decisions of the county judge and the mayor, the decision of the county judge prevails."

Pursuant to Section 418.173 of the Texas Government Code, failure to comply with this Emergency Management Plan or with a rule, order, or ordinance adopted under this Emergency Management Plan is an offense. Punishment for said offense may include a fine not to exceed $1,000 or confinement in jail for a term not to exceed 180 days.

Actions by Phases of Emergency Management

This plan addresses emergency actions that are conducted during all four phases of the emergency management program.

Mitigation:

The City and County conduct mitigation activities as an integral part of the emergency management program. Mitigation is intended to eliminate hazards, reduce the probability of hazards causing an emergency, or lessen the consequences of unavoidable hazards. Mitigation is a pre-disaster activity, although mitigation may also occur in the aftermath of an emergency with the intent of avoiding repetition of the situation.

Preparedness:

The City and County conduct preparedness activities to develop the response capabilities needed in the event an emergency. Among the preparedness activities included in the emergency management program are:

- Providing emergency equipment and facilities.
- Emergency planning, to include maintaining this plan and appropriate SOGs.
- Conducting or arranging appropriate training for emergency responders, emergency management personnel, local officials, and volunteer groups who assist during emergencies.
- Conducting periodic drills and exercises to test plans and training.

Response:

The City and County respond to emergencies effectively and efficiently. The focus of this plan, and its supporting documents, is on planning for the response to emergencies or disasters. Response operations are intended to resolve an emergency while minimizing casualties and property damage. Response activities include:

- Warning.
- Emergency medical services.
- Firefighting.
- Law enforcement operations.
- Evacuation.
- Shelter and mass care.
- Emergency public information.
- Search and rescue.

- Other associated functions.

Recovery:

If a disaster occurs, the City and County carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to individuals, businesses, and to government and other public institutions. Examples of recovery programs include:

- Temporary housing.
- Restoration of government services.
- Debris removal.
- Restoration of utilities.
- Disaster mental health services.
- Reconstruction of damaged roads and bridges.

The recovery program is outlined in ESF 14: Long-Term Recovery and is supplemented by the City and County Continuity of Operations Plans (COOP).

Organization

General

The departments and agencies within the City and County have emergency functions in addition to their normal day-to-day duties. During emergency situations, normal organizational arrangements are modified to facilitate emergency operations. The City and County's organizational structure for responding to emergencies includes City and County executive policy groups, emergency services, and support services. (Attachment II depicts the organizational charts for each jurisdiction).

Executive Policy Group

The executive policy groups provide guidance and direction for emergency management programs and for emergency response and recovery operations. The City of Lubbock Executive Policy Group for emergency operations includes, but is not limited to, the Mayor, City Council, City Manager, City Attorney, City Secretary, Chief of Police, Fire Chief, Director of the Office of Emergency Management, Chief Financial Officer, Deputy City Manager, and Assistant City Managers. The Lubbock County Executive Policy Group for emergency operations may include, but is not limited to, the Lubbock County Judge, Sheriff, Auditor, Criminal District Attorney, and Emergency Management Coordinator (EMC).

Emergency Services

Emergency Services include the IC and those departments, agencies, and groups with primary emergency response actions. The IC is the person in charge at the incident site.

Emergency Support Services

This group includes departments and agencies that support and sustain emergency responders. They coordinate emergency assistance provided by organized volunteer services, businesses, industries, and other sources.

Volunteer and Other Services

This group includes organized volunteer groups and businesses that have agreed to provide certain support for emergency operations.

Assignment of Responsibilities

General

For most emergency situations, successful operations require a coordinated effort from several departments, agencies, and groups. To facilitate a coordinated effort, elected and appointed officials, departments and agency heads, and other personnel are assigned primary responsibility for planning and coordinating specific emergency functions. Generally, primary responsibility is assigned to an individual from the department or agency that has legal responsibility for that function or possesses the most appropriate knowledge and skills. Other officials, departments, and agencies may be assigned support responsibilities for specific emergency functions. (Appendix III summarizes the general emergency responsibilities of local officials, department and agency heads, and other personnel).

The individual with primary responsibility for a particular emergency function is normally responsible for developing and maintaining that portion of the emergency management plan that addresses that function. (Emergency Support Functions, Functional Annexes, and Hazard Annexes are outlined in Appendix II.) Listed below are general responsibilities assigned to the Executive Group, Emergency Services, Support Services, and other Support Agencies. (Additional specific responsibilities can be found in the ESF's of this plan).

Executive Policy Group Responsibilities

The Executive Policy Groups, within their respective jurisdictions:

- Establishes objectives and priorities for the emergency management program and provide general policy guidance on the conduct of that program.
- Monitors the emergency response during disaster situations and provides direction where appropriate.
- With the assistance of the Public Information Officer (PIO), keeps the public informed during emergency situations.
- With the assistance of the legal staff, declares a local state of disaster, requests the Governor declare a state of emergency, or invokes the emergency powers of government when necessary.
- Requests assistance from other local governments or the State when necessary.

The City of Lubbock City Manager:

- Implements the policies and decisions of the governing body relating to emergency management.
- Serves as the Chief Executive Officer for the City.
- Is responsible for the overall response of the City.
- Directs the activation of the EOC.

The City of Lubbock Director of the Office of Emergency Management:

- Serves as the staff advisor to the City of Lubbock Mayor and City of Lubbock City Manager on emergency management matters.
- Keeps the City of Lubbock Mayor, City of Lubbock City Manager, and governing body apprised of the jurisdiction's preparedness status and emergency management needs.
- Coordinates local planning and preparedness activities and the maintenance of this plan as applicable to the City.
- Prepares and maintains a resource inventory.
- Arranges appropriate training for local emergency management personnel and emergency responders.
- Coordinates periodic emergency exercises to test the emergency management plan and training.
- Supervises the functions of the City EOC, develops guidelines for their operation, and conducts training for those who staff the EOC.
- Activates the City EOC in accordance with activation procedures.
- Liaison with the state emergency management staff and other local emergency management personnel.
- Coordinates with organized volunteer groups and businesses regarding emergency operations.

The Lubbock County Emergency Management Coordinator:

- Serves as the staff advisor to the Lubbock County Judge on emergency management matters.
- Keeps the Lubbock County Judge and governing body apprised of the jurisdiction's preparedness status and emergency management needs.
- Coordinates local planning and preparedness activities and the maintenance of this plan as applicable to Lubbock County.
- Prepares and maintains a resource inventory.
- Arranges appropriate training for county emergency management personnel and emergency responders.
- Coordinates periodic emergency exercises to test the emergency management plan and training.
- Manages the County EOC, develops procedures for their operation, and conducts training for those who staff the EOC.
- Activates the County EOC in accordance with activation procedures.
- Liaison with the state emergency management staff and other local emergency management personnel.
- Coordinates with organized volunteer groups and businesses regarding emergency operations.

Common Responsibilities

All City and County emergency and support services:

- Provide personnel, equipment, and supplies to support emergency operations upon request.
- Develop and maintain SOGs as required to ensure an expedient and timely response to an emergency or disaster.
- Provide trained personnel to staff the ICPs and EOCs to conduct emergency operations.
- Provide current information on emergency resources.
- Report information regarding emergency situations and damage to facilities and equipment to the ICs and the EOCs.

Emergency Services Responsibilities

The Incident Commander:

- Manages emergency response resources and operations at the incident site as required to resolve the emergency and restore all services back to normal operations.
- Determines and implements required protective actions for response personnel and the public at the incident site.

Warning

Primary responsibility for this function is assigned to the City of Lubbock Director of Communications and Marketing, City of Lubbock Director of the Office of Emergency Management, and the Lubbock County Judge, who prepare and maintain ESF 15: Public Information and External Affairs of this plan along with all supporting SOGs.

Emergency tasks to be performed include:

- Receive information on emergency situations.
- Alert key local officials of emergency situations.
- Disseminate warning information and instructions to the public through available warning systems.
- Disseminate warning and instructions to special facilities such as schools and hospitals.

Communications

Primary responsibility for this function is assigned to the City of Lubbock Director of Information Technology who prepares and maintains ESF 2: Communications of this plan along with all supporting SOGs.

Emergency tasks to be performed include:

- Identify the communications systems available within the local area and determine the connectivity of those systems.
- Develop plans and procedures for coordinated use of the various communications systems available in this jurisdiction during emergencies.
- Determine and implement means of augmenting communications during emergencies, including support by volunteer organizations.

Radiological Protection

Primary responsibility for this function is assigned to the City of Lubbock Fire Chief and the City of Wolfforth Fire Chief who prepare and maintain Hazard Annex: Radiological Incidents of this plan and supporting SOGs.

Emergency tasks to be performed include:

- Maintain inventory of radiological equipment.
- Ensure response forces include personnel with current training in radiological monitoring and decontamination.
- Respond to radiological incidents and terrorist incidents involving radiological materials.
- Make notification concerning radiological incidents to state and federal authorities.

Evacuation

Primary responsibility for this function is assigned to the City of Lubbock Chief of Police and the Lubbock County Sheriff who prepare and maintain Functional Annex: Evacuation of this plan and supporting SOGs.

Emergency tasks to be performed include:

- Identify areas where evacuation may be required and determine the population at risk.
- Perform evacuation planning for known risk areas to include route selection and determine traffic control requirements.
- Develop simplified planning procedures for ad hoc evacuations.
- Determine emergency public information requirements.
- Perform evacuation planning for special needs facilities (schools, hospitals, nursing homes, and other institutions whether public or private).

Firefighting

Primary responsibility for this function is assigned to the City of Lubbock Fire Chief and the Lubbock County Judge who prepare and maintain ESF 4: Firefighting of this plan and supporting SOGs.

Emergency tasks to be performed include:

- Fire prevention activities.
- Fire detection and control.
- Hazardous material and oil spill response.
- Terrorist incident response.
- Evacuation support.
- Post-incident reconnaissance and damage assessment.
- Fire safety inspection of temporary shelters.
- Preparing and maintaining fire resource inventory.

Law Enforcement

Primary responsibility for this function is assigned to the City of Lubbock Chief of Police and the Lubbock County Sheriff who prepare and maintain ESF 13: Public Safety and Security of this plan and supporting SOGs.

Emergency tasks to be performed include:

- Maintain and restore law and order.
- Traffic control.
- Terrorist incident response.
- Provide for the security for vital facilities, evacuated areas, and shelters.
- Access control for damaged or contaminated areas.
- Warning support.
- Post-incident reconnaissance and damage assessment.
- Preparing and maintaining law enforcement resource inventory.

Public Health and Medical Services

Primary responsibility for this function is assigned to the Lubbock Director of Public Health who prepares and maintains ESF 8: Public Health and Medical Services of this plan and supporting SOGs.

Emergency tasks to be performed include:

- Coordinate health and medical care and EMS support during emergency situations.
- Public health information and education.
- Inspection of food and water supplies.
- Develop emergency public health regulations and orders.
- Coordinate with the Lubbock County Medical Examiner regarding the collection, identification, and interment of deceased victims.

Direction and Control

Primary responsibility for this function is assigned to the EMC's, the City of Lubbock City Manager and the Lubbock County Judge who prepare and maintain ESF 5: Emergency Management of this plan and supporting SOGs.

Emergency tasks to be performed include:

- Direct and control their respective local resources.
- Maintain coordination with neighboring jurisdictions and the Lubbock Disaster District.
- Maintain the EOCs in a functional operating mode or be able to move the EOC function to an alternate location.
- Determine which representatives need to report to the EOCs and develop procedures for their training.
- Identify and train EOC staff in the use of facility technology and EOC operations, along with EOC activation and deactivation procedures.
- Coordinate the evacuation of areas at risk within their respective jurisdictions.

Oil and Hazardous Materials Response

The primary responsibility for this function is assigned to the City of Lubbock Fire Chief and the City of Wolfforth Fire Chief who prepare and maintain ESF 10: Oil and Hazardous Materials Response of this plan and supporting SOGs.

Emergency tasks to be performed include:

- In accordance with Occupational Safety and Health Administration (OSHA) regulations, establish ICS to manage the response to hazardous materials incidents.
- Establish the HAZMAT incident functional areas (e.g., Hot Zone, Cool Zone, Cold Zone, etc.).
- Determine and implement requirements for personal protective equipment for emergency responders.
- Initiate appropriate actions to control and eliminate the hazard in accordance with established HAZMAT response guidance and SOGs.
- Determine areas at risk and which public protective actions, if any, need implemented.
- Apply appropriate firefighting techniques.
- Determine when affected areas may be safely reentered.

Search and Rescue

The primary responsibility for this function is assigned to the City of Lubbock Fire Chief and the Lubbock County Judge who prepare and maintain ESF 9: Search and Rescue of this plan and supporting SOGs.

Emergency tasks to be performed include:

- Coordinate and conduct search and rescue activities.
- Identify requirements for specialized resources to support rescue operations.
- Coordinate external technical assistance and equipment support for search and rescue operations.

Terrorism Incident Response

Primary responsibility for this function is assigned to the City of Lubbock Chief of Police, City of Lubbock Fire Chief, and Lubbock County Sheriff who prepare and maintain Hazard Annex: Terrorism Incidents of this plan and supporting SOGs.

Emergency tasks to be performed include:

- Coordinate and carry out defensive anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
- Coordinate and carry out offensive counter-terrorist operations to neutralize terror activities.
- Carry out terrorism consequence operations conducted in the aftermath of a terrorism incident to save lives and protect public and private property.
- Ensure required notification of terrorism incidents is made to state and federal authorities.

Cyber Hazard

Primary responsibility for this function is assigned to the City of Lubbock Chief of Police, City of Lubbock Director of Information Technology, Lubbock County Sheriff, and Lubbock County Director of Information Technology who prepare and maintain Hazard Annex: Cyber of this plan and supporting SOGs.

Emergency tasks to be performed include:

- Providing indications and warning of potential threats, incidents, and attacks.
- Information-sharing both inside and outside the government, including best practices.
- Investigative information, coordination of incident response, and incident mitigation; analyzing cyber vulnerabilities, exploits, and attack methodologies.
- Providing technical assistance and general advice to the general public and businesses.
- Facilitating investigations, forensics analysis, and prosecution.
- Attributing the source of cyber-attacks.
- Defending against the attacks.
- Leading local-level recovery efforts and coordinating with State of Texas and federal counterpart organizations.

Mass Care

Primary responsibility for this function is assigned to City of Lubbock Memorial Civic Center Director and City of Lubbock Deputy City Manager who prepare and maintain ESF 6: Mass Care of this plan and supporting SOGs.

Emergency tasks to be performed include:

- Perform emergency shelter and mass care planning.
- Coordinate and conduct shelter and mass care operations along with other departments, relief agencies, and volunteer groups.

Emergency Public Information

Primary responsibility for this function is assigned to the City of Lubbock Communications and Marketing Director, City of Lubbock Director of Emergency Management, and Lubbock County Judge who prepare and maintain ESF 15: Public Information and External Affairs of this plan and supporting SOGs.

Emergency tasks to be performed include:

- Establish a Joint Information Center.
- Pursuant to the Joint Information System, compile and release information and instructions for the public during emergency situations and respond to questions relating to emergency operations.
- Conduct on-going hazard awareness and public education programs.
- Compile and release information and instructions for the public during emergency situations and responds to questions relating to emergency operations.
- Provide information to the media and the public during emergency situations.
- Arrange for media briefings.
- Compiles print and photo documentation of emergency situations.

Recovery

Primary responsibility for this function is assigned to the City of Lubbock Division Director of Public Works, Lubbock County Public Works Director, City of Lubbock Director of the Office of Emergency Management, and Lubbock County Emergency Management Coordinator who prepare and maintain ESF 14: Long-Term Recovery of this plan and supporting SOGs.

Emergency tasks to be performed include:

- Establish and train a damage assessment team using local personnel. Coordinate the efforts of that team with state and federal damage assessment personnel who may be dispatched to assist us.
- Assess and compile information on damage to public and private property and needs of disaster victims and formulate and carry out programs to fill those needs.
- If damages are beyond our capability to deal with, compile information for use by our elected officials in requesting state or federal disaster assistance.
- If the jurisdiction is found to be eligible for state or federal disaster assistance, coordinate with state and federal agencies to carry out authorized recovery programs.

Public Works and Engineering

Primary responsibility for this function is assigned to the City of Lubbock Division Director of Public Works and Lubbock County Public Works Director who prepare and maintain ESF 3: Public Works and Engineering of this plan and supporting SOGs.

Emergency tasks to be performed include:

- Protect government facilities and vital equipment where possible.
- Assess damage to streets, bridges, traffic control devices, and other public facilities.
- Direct temporary repair of vital facilities.
- Restore damaged roads and bridges.
- Restore waste treatment and disposal systems.
- Arrange for debris removal.
- General damage assessment support.
- Building inspection support.
- Provide specialized equipment to support emergency operations.
- Support traffic control and search and rescue operations.

Energy and Utilities

Primary responsibility for this function is assigned to the Lubbock Power and Light Director of Electric Utilities and City of Lubbock Division Director of Public Works who prepare and maintain ESF 12: Energy of this plan and supporting SOGs.

Emergency tasks to be performed include:

- Prioritize restoration of utility service to vital facilities and other facilities.
- Arrange for the provision of emergency power sources where required.
- Identify requirements for emergency drinking water and portable toilets to the department or agency responsible for mass care.
- Assess damage to, repair, and restore publicly owned utilities.
- Monitor recovery activities of privately-owned utilities.

Logistics and Resource Management

Primary responsibility for this function is assigned to the City of Lubbock Director of Purchasing and Contract Management and Lubbock County Director of Purchasing who prepare and maintain ESF 7: Logistics and Resource Management of this plan and supporting SOGs.

Emergency tasks to be performed include:

- Maintain an inventory of emergency resources.
- During emergency operations, locating supplies, equipment, and personnel to meet specific needs.
- Maintain a list of suppliers for supplies and equipment needed immediately in the aftermath of an emergency.
- Establish emergency purchasing procedures and coordinate emergency procurements.
- Establish and maintain a manpower reserve and coordinate assignment of reserve personnel to departments and agencies that require augmentation.
- Coordinate transportation, sorting, temporary storage, and distribution of resources during emergency situations.
- Establish staging areas for resources, if required.
- During emergency operations, communicate to the Donations Management Coordinator those goods, services, and personnel that are needed.
- Maintain records of emergency-related expenditures for purchases and personnel.

Human Services

Primary responsibility for this function is assigned to the City of Lubbock Deputy City Manager and City of Lubbock Memorial Civic Center Director who prepare and maintain ESF 6: Mass Care of this plan and supporting SOGs.

Emergency tasks to be performed include:

- Identify emergency feeding sites.
- Identify sources of clothing for disaster victims.
- Secure emergency food supplies.
- Coordinate the operation of shelter facilities, whether operated by local government, local volunteer groups, or organized disaster relief agencies such as the American Red Cross.
- Coordinate special care requirements for disaster victims such as the elderly, special needs individuals, and others.
- Coordinate the provision of disaster mental health services to disaster victims, emergency workers, and others suffering trauma due to the emergency incident or disaster.

Transportation

The primary responsibility for this function is assigned to the City of Lubbock Deputy City Manager who prepares and maintains ESF 1: Transportation of this plan and supporting SOGs.

Emergency tasks to be performed include:

- Identify local public and private transportation resources and coordinate their use in emergencies.
- Coordinate deployment of transportation equipment to support emergency operations.
- Establish and maintain a reserve pool of drivers, maintenance personnel, parts, and tools.
- Maintain records on use of transportation equipment and personnel for purpose of possible reimbursement.

Volunteer and Donation Management

The primary responsibility for this function is assigned to the City of Lubbock Community Development Director who prepares and maintains Functional Annex: Volunteer and Donation Management of this plan and supporting SOGs.

Emergency tasks to be performed include:

- Compile resource requirements identified by the Resource Management staff.
- Solicit donations to meet known needs.
- Establish and implement procedures to receive, accept or turn down offers of donated goods and services, and provide instructions to donors of needed goods or services.
- In coordination with the Resource Management staff, establish a facility to receive, sort, and distribute donated goods.

Legal

The primary responsibility for this function is assigned to the City of Lubbock City Attorney and the Lubbock County Criminal District Attorney who assist the EMC's in preparing and maintaining Functional Annex: Legal of this plan and supporting SOGs.

Emergency tasks to be performed include:

- Advise local officials on emergency powers of local government and procedures for invoking those measures.
- Review and advise our officials on possible legal issues arising from disaster operations.
- Prepare and recommend legislation to implement the emergency powers that may be required during an emergency.
- Advise local officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers.

Department and agency heads not assigned a specific function in this plan are prepared to make their resources available for emergency duty at the direction of the EOC staff.

Volunteer and Other Services

Volunteer Groups

The following are local volunteer agencies that can provide disaster relief services and traditionally have coordinated their efforts with local government:

The South Plains Chapter of the American Red Cross

- Provides shelter management, feeding at fixed facilities and mobile units, first aid, replacement of eyeglasses and medications, provision of basic clothing, and limited financial assistance to those affected by emergency situations including the feeding of emergency workers.

The Salvation Army

- Provides emergency assistance to include mass and mobile feeding, temporary shelter, counseling, missing person services, medical assistance, and the warehousing and distribution of donated goods including: food, clothing, and household items. The Salvation Army also provides referrals to government and private agencies for special services.

Southern Baptist Convention Disaster Relief

- Provides mobile feeding units staffed by volunteers. Active in providing disaster childcare, the agency has several mobile childcare units. Can also assist with clean-up activities, temporary repairs, reconstruction, counseling, and bilingual services.

Radio Amateur Civil Emergency Service (RACES)

- The Radio Amateur Civil Emergency Service (RACES) provides amateur radio support for emergency operations, including communications support in the EOC.

Business Support

Historically, many public and private businesses have agreed to provide support of emergency operations.

Direction and Control

General

The City of Lubbock Mayor and the Lubbock County Judge are responsible for establishing objectives and policies for emergency management and providing direction for response and recovery operations, all in compliance with the NIMS. The City of Lubbock Mayor is responsible for incidents within the city limits of Lubbock. The Lubbock County Judge is responsible for emergency situations in the unincorporated areas of Lubbock County. During disasters, they may carry out those responsibilities from their respective EOCs.

The executive policy groups (as defined in the section titled "Organization and Assignment of Responsibilities") provide policy guidance for response activities. During major emergencies and disasters, they normally carry out those responsibilities from their respective EOCs.

The City Manager, or designee, serves as Chief Executive Officer for the City of Lubbock and the Director of the Office of Emergency Management supervises the functions of the City EOC. The County EOC is supervised by the County Judge. The County EMC supervises the functions of the County EOC.

The ICs, assisted by a staff sufficient for the tasks to be performed, manage the emergency response at incident scenes.

During emergency operations, department heads retain administrative and policy control over their employees and equipment. However, they carry out mission assignments directed by the IC. Each department and agency is responsible for having its own operating procedures to be followed during response operations. Interagency procedures, such as common communications protocols, have been adopted to facilitate a coordinated effort.

If resources are insufficient or inappropriate to deal with an emergency, assistance can be requested from other jurisdictions, organized volunteer groups, and the State. The process for requesting state or federal assistance is covered in the section titled "State, Federal, and Other Assistance" of this plan. External agencies are expected to conform to the general guidance and directives provided by the senior decision-makers.

Emergency Facilities

Incident Command Post:

Except when an emergency threatens, but has not yet occurred, and those situations for which there is no specific hazard impact site (such as a bioterrorism incident, severe winter storm, or area-wide utility outage), ICPs are established in the vicinity of the incident site(s). As noted previously, the IC is responsible for directing the emergency response and managing the resources at the incident scene.

EOC:

When major emergencies and disasters have occurred or appear imminent, the EOC is activated.

- The City EOC is located at 1515 E Ursuline Street.
- The County EOC is located at 719 Main Street.

The following individuals are authorized to activate the City EOC:

- City of Lubbock Mayor or designee.
- City of Lubbock City Manager or designee.
- City of Lubbock Fire or Police Chief or their designee.
- Director of the Office of Emergency Management or designee.

The following individuals are authorized to activate the County EOC:

- Lubbock County Judge or designee.
- Lubbock County Sheriff or designee.
- Any fire chief within Lubbock County or designee.
- Lubbock County EMC or designee.

The general responsibilities of the EOCs are to:

- Assemble accurate information on the emergency and current resource data to allow local officials to make informed decisions on courses of action.
- Work with representatives of emergency services, determine and prioritize required response actions and coordinate their implementation.
- Provide resource support for emergency operations.
- Suspend or curtail government services, recommend the closure of schools and businesses, and cancellation of public events.
- Organize and activate large-scale evacuation and mass care operations.
- Provide emergency public information.

Representatives of those departments and agencies assigned emergency functions in this plan staff the EOCs. EOC operations and the ICS and EOC Interface are addressed in ESF 5: Emergency Management.

Facilities to serve as alternate EOCs have been identified in appropriate Continuity of Operations plans. These facilities are used if the primary EOC becomes unusable.

The City and County have multiple mobile operations vehicles which may be used as an ICP.

Line of Succession

The line of succession for the Lubbock County Judge is:

- Lubbock County Commissioner with greatest seniority.
- Lubbock County Commissioner with second greatest seniority.
- Lubbock County Commissioner with third greatest seniority.

The line of succession for the City of Lubbock Mayor is:

- City of Lubbock Mayor Pro-Tem.
- City of Lubbock City Council Member with greatest seniority.
- City of Lubbock City Council Member with second greatest seniority.

The line of succession for the City of Lubbock City Manager is:

- City of Lubbock Deputy City Manager.
- City of Lubbock Assistant City Manager specifically designated.
- City of Lubbock Assistant City Manager with greatest seniority.

The line of succession for the City of Lubbock Director of the Office of Emergency Management is:

- City of Lubbock Deputy Director of the Office of Emergency Management.
- City of Lubbock Fire Chief.
- City of Lubbock chief fire officer specifically designated by the Fire Chief.

The line of succession for Lubbock County EMC is:

- Lubbock County Deputy EMC.
- Lubbock Sheriff's Office Captain of Uniformed Operations.
- Lubbock Sheriff's Office Captain of Special Operations.

The lines of succession for each department and agency head are in accordance with the SOGs established by those departments and agencies as reflected in the respective City of Lubbock and Lubbock County COOP.

Readiness Levels

Many emergencies follow some recognizable build-up period during which actions can be taken to achieve a gradually increasing state of readiness. The four-tier system is used to determine the appropriate readiness level for the jurisdiction. The City of Lubbock Mayor, City of Lubbock City Manager, Lubbock County Judge, and the EMCs determine the readiness levels for their respective jurisdictions. Specific actions are detailed in departmental or agency SOGs.

The following readiness levels are used as a means of increasing alert posture.

Level IV – Normal Conditions

- Maintain a state of readiness and preparedness throughout the jurisdiction.
- General ongoing maintenance of resources, equipment, and emergency plans.

Level III – Increased Readiness

- Alert key staff and personnel of forecasted threats, hazards, and plans to activate the EOC.
- Department heads identify EOC representatives and prepare staff for upcoming hazard.
- Equipment is checked for availability.
- Ongoing monitoring of situation.
- Consider briefs to senior officials.
- Consider public information to prepare the public.
- Staffing may increase at critical facilities.

Level II – Escalated Conditions

- Alert EOC staff and department heads of increased readiness level.
- Partial activation of EOC.
    - Key response agency representation present in EOC.
- EOC staff receive specific assignments.
- Ongoing monitoring of emergency situation and potential effects to the community.
- Hourly briefings in EOC and to senior officials.
- Activate South Plains Incident Management Team, as determined by City of Lubbock EMC.

Level I – Emergency Conditions

- Alert EOC staff and department heads of emergency situation.
- Full activation of EOC.
- Arrange for food service.
- Establish operational periods and shifts.
- Determine hazard effects to community.
- Conduct scheduled briefings to senior officials.
- Implement precautionary measures to protect public.
- Coordinate with other jurisdictions.
- Ensure readiness of alternate EOC.

Administration and Support

Agreements and Contracts

If local resources prove to be inadequate during an emergency; requests for assistance can be made to other local jurisdictions, other agencies, and industries in accordance with existing mutual-aid agreements and contracts and those agreements and contracts concluded during the emergency. Such assistance may include equipment, supplies, or personnel. All agreements entered by authorized officials are in writing whenever possible. Agreements and contracts identify the local officials authorized to request assistance pursuant to those documents.

To facilitate assistance pursuant to mutual aid agreements, available resources are identified in files stored in each EOC.

Reports

Hazardous Materials Spill Reporting:

If there is a release of hazardous materials of a type or quantity that must be reported to state and federal agencies, the department or agency responsible for the spill submit the required report. (See ESF 10: Oil and Hazardous Materials Response for more information). If the party responsible for a reportable spill cannot be located, the IC ensures that the required report(s) are submitted.

Initial Emergency Report:

This report is prepared and transmitted by the EOC when an on-going emergency incident appears likely to worsen and the City or County may need assistance from other local governments or the State.

Situation Report:

A daily situation report is prepared and distributed by the EOC during major emergencies or disasters.

Other Reports:

Several other reports covering specific functions are described in the supporting documents of this plan.

Records

The City of Lubbock Chief Financial Officer and the Lubbock County Auditor are responsible for establishing the administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support emergency operations. This is done in accordance with the established local fiscal policies and standard cost accounting procedures.

Activity Logs:

- All ICPs and the EOCs maintain accurate logs recording key response activities, including:
- Activation or deactivation of emergency facilities.
- Emergency notifications to other local governments and to state and federal agencies.
- Significant changes in the situation.
- Major commitments of resources or requests for additional resources from external sources.
- Issuance of protective action recommendations to the public.
- Evacuations.
- Casualties.
- Containment or termination of the incident.

Incident Costs:

All department and agencies maintain records summarizing the use of personnel, equipment, and supplies during the response to day-to-day incidents to obtain an estimate of annual emergency response costs that can be used as in preparing future department or agency budgets.

Emergency or Disaster Costs:

For major emergencies or disasters, all departments and agencies participating in the emergency response maintain detailed of costs for emergency operations to include:

- Personnel costs, especially overtime costs.
- Equipment operations costs.
- Costs for leased or rented equipment.
- Costs for contract services to support emergency operations.
- Costs of specialized supplies expended for emergency operations.
- Other Costs as identified by the City of Lubbock Chief Financial Officer or Lubbock County Auditor.

These records can be used to recover costs from the responsible party, insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state or federal government.

Preservation of Records

In order to continue normal government operations following an emergency or disaster, vital records are protected. These include legal documents as well as property and tax records. The principal causes of damage to records are fire and water; therefore, essential records are protected accordingly. Each agency responsible for preparation of supporting documents of this plan include protection of vital records in its SOGs.

If records are damaged during an emergency, professional assistance can be sought to preserve and restore them.

Training

It is the responsibility of each department head and agency director to ensure that departmental and agency personnel, in accordance with the NIMS, possess the level of training, experience, credentialing, currency, physical and medical fitness, or capability for any positions they are tasked to fill. The EMCs maintain the NIMS training matrix for their respective jurisdiction.

Consumer Protection

Consumer complaints regarding alleged unfair or illegal business practices often occur in the aftermath of a disaster. Such complaints are referred to the City of Lubbock City Attorney or the Lubbock Criminal District Attorney.

Post-Incident Review

Following emergencies or disasters, the City of Lubbock Mayor, City of Lubbock City Manager, City of Lubbock Director of the Office of Emergency Management, Lubbock County Judge, and the Lubbock County EMC organize and conduct an after action critique following the conclusion of a significant emergency event or disaster or exercise within their respective jurisdictions. The After-Action Report entails both written and verbal input from all appropriate participants. An Improvement Plan is developed based on the deficiencies identified, and an individual, department, or agency is assigned responsibility for correcting the deficiency and a due date established for that action.

Development and Maintenance

Development

The City of Lubbock Mayor and the Lubbock County Judge are responsible for approving and promulgating this plan.

Distribution of Planning Documents

The City of Lubbock Director of the Office of Emergency Management and Lubbock County EMC determine the distribution of this plan. In general, copies of plans and its supporting documents are distributed to those individuals, departments, agencies, and organizations tasked in this document. Copies are also set-aside for the EOCs and other emergency facilities.

This plan includes a distribution list (See Appendix IV of this plan) that indicates who receives copies.

Review

Local officials review the Emergency Operations Basic Plan and its supporting documents annually. The City of Lubbock Director of the Office of Emergency Management establishes a schedule for annual review of planning documents for the City. The Lubbock County EMC establishes a schedule for annual review of planning documents for the County.

Update

This plan is updated based upon deficiencies identified during actual emergency situations and exercises and when changes in threat hazards, resources and capabilities, or government structure occur.

This plan must be revised or updated by a formal change at least every five years. Responsibility for revising or updating is assigned to the City of Lubbock City Manager and the Lubbock County Judge. Details on the methods of updating planning documents as well as more information on when changes are made, refer to Chapter 3 of the Texas Division of Emergency Management (TDEM) Local Emergency Management Planning Guide (TDEM-10).

Revised or updated planning documents are provided to all departments, agencies, and individuals tasked in those documents.

Section 418.043(4) of the Texas Government Code provides that TDEM reviews local emergency management plans. The process for submitting new or updated planning documents to TDEM is described in Chapter 6 of the TDEM-10. The City of Lubbock City Manager and the Lubbock County Judge or their designees are responsible for submitting copies of planning documents to the TDEM District Coordinator for review.

References

Texas Division of Emergency Management, *Local Emergency Management Planning Guide*, TDEM-10

Texas Division of Emergency Management, *Response and Recovery Guide*

FEMA, Local Mitigation Planning Handbook

FEMA, Independent Study Course, IS-288: The Role of Voluntary Organizations in Emergency Management

FEMA, State and Local Guide (SLG) 101: Guide for All-Hazard Emergency Operations Planning

FEMA, Comprehensive Preparedness Guide (CPG) 101 Version 2: *Developing and Maintaining Emergency Operations Plans*

U. S. Department of Homeland Security, *National Response Framework*

79th Texas Legislature, *House Bill 3111*

Appendix I: Hazard Summary

	Likelihood of Occurrence*	Estimated Impact on Public Health and Safety	Estimated Impact on Property
Hazard Type:	(See below)	Limited Moderate Major	Limited Moderate Major
Natural			
Drought	HIGHLY LIKELY	MODERATE	MODERATE
Earthquake	UNLIKELY	LIMITED	LIMITED
Flash Flooding	HIGHLY LIKELY	LIMITED	MODERATE
Flooding (river or tidal)	UNLIKELY	MODERATE	MODERATE
High Consequence Infectious Diseases	HIGHLY LIKELY	MAJOR	MODERATE
Hurricane	UNLIKELY	LIMITED	LIMITED
Subsidence	UNLIKELY	LIMITED	LIMITED
Tornado	HIGHLY LIKELY	MAJOR	MAJOR
Wildfire	HIGHLY LIKELY	MODERATE	MODERATE
Winter Storm	HIGHLY LIKELY	MODERATE	MODERATE
Technological			
Dam Failure	UNLIKELY	MODERATE	MODERATE
Energy/Fuel Shortage	OCCASIONAL	MODERATE	MODERATE
HAZMAT/Oil Spill (fixed site)	HIGHLY LIKELY	MODERATE	MODERATE
HAZMAT/Oil Spill (transport)	HIGHLY LIKELY	MODERATE	MODERATE
Major Structural Fire	HIGHLY LIKELY	MAJOR	MAJOR
Nuclear Facility Incident	UNLIKELY	LIMITED	LIMITED
Water System Failure	LIKELY	MAJOR	LIMITED
Security			
Civil Disorder	LIKELY	MODERATE	MODERATE
Cyber Attack	LIKELY	MAJOR	LIMITED
Enemy Military Attack	UNLIKELY	MAJOR	MAJOR
Terrorism	UNLIKELY	MAJOR	MAJOR
* **Likelihood of Occurrence**: Unlikely, Occasional, Likely, or Highly Likely			

Appendix II: Emergency Support Functions and Additional Annexes

ESF 1: Transportation
ESF 2: Communications
ESF 3: Public Works and Engineering
ESF 4: Firefighting
ESF 5: Emergency Management
ESF 6: Mass Care
ESF 7: Logistics and Resource Management
ESF 8: Public Health and Medical Services
ESF 9: Search and Rescue
ESF 10: Oil and Hazardous Materials Response
ESF 11: Agriculture and Natural Resources
ESF 12: Energy
ESF 13: Public Safety and Security
ESF 14: Long-Term Recovery
ESF 15: Public Information and External Affairs

Functional Annexes

Debris Management
Evacuation
Legal
Volunteer and Donation Management

Hazard Annexes

Cyber
Radiological Incidents
Terrorism Incidents
Winter Weather

Appendix III: Emergency Management Functional Responsibilities

	ESF 1	ESF 2	ESF 3	ESF 4	ESF 5	ESF 6	ESF 7	ESF 8	ESF 9	ESF 10	ESF 11	ESF 12	ESF 13	ESF 14	ESF 15	DEBRIS MANAGEMENT	EVACUATION	LEGAL	VOLUNTEER AND DONATION MANAGEMENT
ANIMAL SERVICES											S								
CHIEF FINANCIAL OFFICER														S					
CITIBUS	S																		
CITY OF LUBBOCK ATTORNEY					S													P	
CITY OF LUBBOCK BUSINESS DEVELOPMENT														S					
CITY OF LUBBOCK CITY MANAGER'S OFFICE	P				P	P													P
CITY OF LUBBOCK CODES			S			S										S			
CITY OF LUBBOCK COMMUNICATIONS AND MARKETING															P				
CITY OF LUBBOCK COMMUNITY DEVELOPMENT						S					S								
CITY OF LUBBOCK MAYOR/LUBBOCK COUNTY JUDGE					P				P						P				
CITY OF LUBBOCK MEMORIAL CIVIC CENTER						P													
CITY OF LUBBOCK MUNICIPAL MUSEUMS											S								
CITY OF LUBBOCK PARKS AND RECREATION											S								
EMC	S	S	S	S	P	S	S	S	S	S	P	S	S	P	P	S	S	S	S
FACILITIES			S									S							
FIRE SERVICE				P	S				P	P					S				
INFORMATION TECHNOLOGY		P																	
LAW ENFORCEMENT		S			S				S				P		S		P		
LUBBOCK COUNTY AUDITOR														S					
LUBBOCK COUNTY CRIMINAL DISTRICT ATTORNEY					S													P	
LUBBOCK HEALTH DEPARTMENT						S		P			S								
LUBBOCK POWER AND LIGHT												P							

LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT	S																		
PUBLIC INFORMATION OFFICERS																			
PUBLIC WORKS			P								S	P		P		P			
PURCHASING							P												

P – INDICATES PRIMARY RESPONSIBILITY
S – INDICATES SUPPORT RESPONSIBILITY

Appendix IV: Distribution List

Jurisdiction/Agency Plan	Basic Plan	Annexes
City of Lubbock Mayor	2	All
City of Lubbock City Council	6	All
City of Lubbock City Secretary	1	All
City of Lubbock City Manager	2	All
Lubbock County Judge	2	All
Lubbock County Commissioners	4	All
City of Lubbock Director of the Office of Emergency Management	4	All
Lubbock County Emergency Management Coordinator	4	All
Lubbock County Sheriff	2	All
City of Lubbock Chief of Police	2	All
City of Lubbock Fire Chief	2	All
City of Wolfforth Fire Chief	1	All
Lubbock Health Director	1	All
City of Lubbock Chief Financial Officer	1	All
City of Lubbock Director of Public Works	2	All
Lubbock County Director of Public Works	2	All
Director of Electric Utilities, LP&L	1	All
City of Lubbock Human Resources Director	1	All
City of Lubbock City Attorney	2	All
City of Lubbock Executive Director, Airport	2	All
City of Lubbock Deputy and Assistant City Managers	4	All
City of Lubbock Memorial Civic Center Director	1	All
Chief, Civil Division, Lubbock Criminal District Attorney	1	All
Lubbock County Medical Examiner	1	All
RACES Officer	1	All
Lubbock Regional Medical Operations Center	1	All
City of Lubbock Director of Animal Services	1	All
Independent School Districts within Lubbock County	10	All
LEPC, Chairman	1	All
South Plains Chapter of the American Red Cross	1	All
The Salvation Army	1	All
Southern Baptist Convention Disaster Relief	1	All
Texas DPS District Coordinator	1	All
Texas DPS DDC Chair	1	All
City of Lubbock Public Health Preparedness	1	All
Texas Tech University System Emergency Management	1	All

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 1): Consider Ordinance No. 2022-O00108, for Zone Case 2341-D, a request of DLC Designs, LLC for Hi-Plains Buildings, for a zone change from Apartment-Medical District (AM) to General Retail District (C-3) at 1103, 1105, and 1107 North Hartford Avenue, located south of Clovis Road and west of North Hartford Avenue, Riceland Addition, Block 4, Lots 12, 13, and 14.

Item Summary

On July 26, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 7, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 2341-D
Staff Report 2341-D
Documentation 2341-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. 2341-D; A ZONING CHANGE FROM AM TO C-3 ZONING DISTRICT AT 1103, 1105, AND 1107 NORTH HARTFORD AVENUE, LOCATED SOUTH OF CLOVIS ROAD AND WEST OF NORTH HARTFORD AVENUE, RICELAND ADDITION, BLOCK 4, LOTS 12, 13, AND 14, 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. 2341-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 **AM** to **C-3** zoning district at **1103, 1105, and 1107 North Hartford Avenue, located south of Clovis Road and west of North Hartford Avenue, Riceland Addition, Block 4, Lots 12, 13, and 14,** City of Lubbock, Lubbock County, Texas.

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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2341-D
July 7, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 2341-D
City Council Meeting	July 26, 2022

Applicant DLC Designs, LLC

Property Owner Hi-Plains Building

Council District 1

Recommendations
- Staff recommends Approval of this request.

Prior Board or Council Action
- December 8, 1949, Ordinance No. 937: This property was annexed into the city limits.
- April 25, 1957, Zone Case 628, Ordinance No. 2179: This property was rezoned from Single Family District (R-1) to Multifamily District (R-3).
- October 6, 1987, Zone Case 2341-A: This property was denied a zone change to Light Manufacturing District (M-1).
- September 16, 2010, Zone Case 2341-C, Ordinance No. 2010-O0067: This property was rezoned from Multifamily District (R-3) to Apartment-Medical District (AM).
- July 7, 2022, Zone Case 2341-D: The Planning and Zoning Commission recommended approval of a zone change from Apartment-Medical District (AM) to General Retail District (C-3) by a vote of 7-0-0.

Notification Summary
- Notifications Sent: 18
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
Please note, Lots 15 and 16 are not owned by the applicant. The applicant has requested they be removed from the request and not considered as part of this zone change. The property was platted as Riceland Addition, Block 4, Lots 12, 13, and 14, on January 9, 1951 and has remained vacant.

Adjacent Property Development
This property is surrounded by commercial uses zoned Commercial District (C-4) to the north and east, a substation zoned General Retail District (C-3) to the west, and residences zoned Single-Family District (R-1) to the south.

Zoning Request and Analysis
Item Summary
The subject properties are located at 1103, 1105, 1107 North Hartford Avenue, south of Clovis Road and west of North Hartford. The applicant is requesting a zone change from Apartment-Medical District (AM) to General Retail District (C-3).

Current zoning: **Apartment-Medical District (AM)**

Requested zoning: **General Retail District (C-3).**

Intent Statements
The intent of the current AM zoning is "…to provide for quality medical and related development through proper

planning and design. The regulations are intended to produce an attractive environment which will ensure the compatibility between medical and other uses; encourage and protect future development; provide modern facilities for the public; provide proper accessory uses; and promote, stabilize, and enhance the city as a medical center. When proposed development in this district is adjacent to any residentially zoned property, the proposed development shall be designed to provide for maximum compatibility with the adjacent development. Architectural design, landscaping, screening, and parking areas shall be properly provided to ensure maximum protection of the adjacent uses."

The intent of the proposed C-3 zoning is "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered."

Traffic Network/Infrastructure Impacts
The property is located south of Clovis Road, which is designated as a Principal Arterial and along North Hartford Avenue, which is designated as a Local Street by the Master Thoroughfare Plan, 2018. Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic. Local Streets provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Commercial Uses. The proposed zone change to C-3 is consistent with the Future Land Use Plan as well as the Comprehensive Plan Principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located south of a Principal Arterial and is adjacent to existing C-3 and C-4 zoning, which is an appropriate location for the request.

Suitability of Property for Allowed Uses
The property is suitable for commercial uses and should not require additional infrastructure improvements.

Attachments

A. Case Information
B. Thoroughfare Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documentation

Staff Contacts

Gregory Hernandez
Planner
Planning Department
806-775-3147
ghernandez@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 2341-D

Allowable Uses: General Retail District (C-3)

Transportation: The proposed development has point of access from N. Hartford Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
North Hartford Avenue, *Local Street, Completed*	R.O.W. 50 feet, two-lane, undivided, paved	R.O.W. 50 feet, two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

4.1 **District 1**

Case 2341-D: DLC Designs, LLC for Hi- Plains Buildings

Request for a zone change from Apartment-Medical District (AM) to General Retail District (C-3) at:

- 1103, 1105, and 1107 North Hartford Avenue and 3301 Clovis Road, located south of Clovis Road and west of North Hartford Avenue, Riceland Addition, Block 4, Lots 12, 13, 14, 15, and 16.

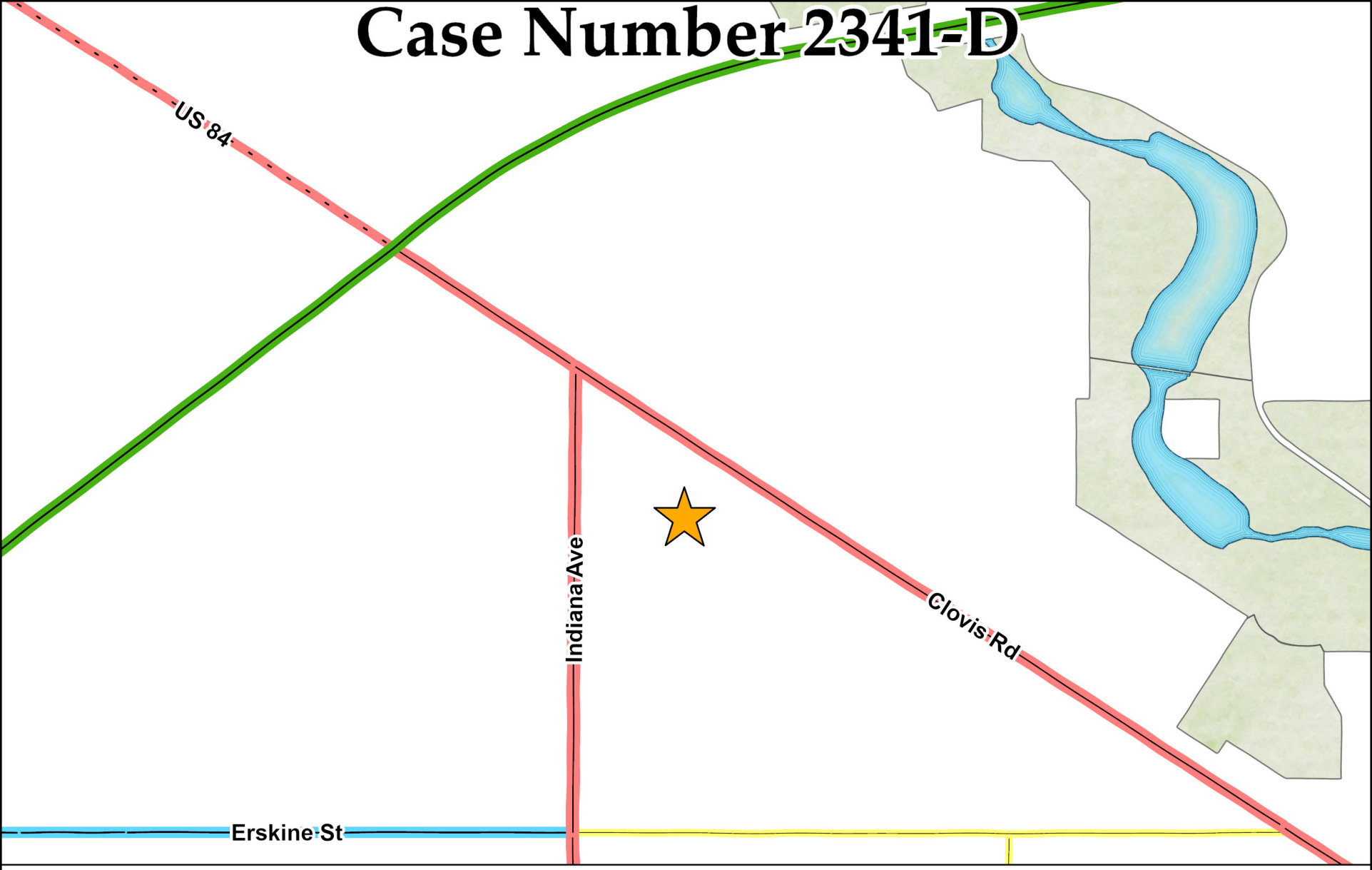
PLANNER GREG HERNANDEZ stated there were eighteen (18) notifications sent out and zero (0) returned. Staff stated that Lots 15 and 16 are to be removed from the zone change request, as the applicant does not own them. Staff shared the location of the property including pictures, and maps, and discussed the surrounding property. Staff recommends approval of the request.

APPLICANT AMANDA KING with DLC Designs, 1318 North King Avenue, stated this is a cleanup zone case for the owner of the property. Lots 15 and 16 were included in the request by mistake on her part.

No one spoke in opposition or favor of the request.

In the matter of **Zone Case 2341-D,** a motion was made by **TANNER NOBLE** and seconded by **SUSAN TOMLINSON** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 2341-D

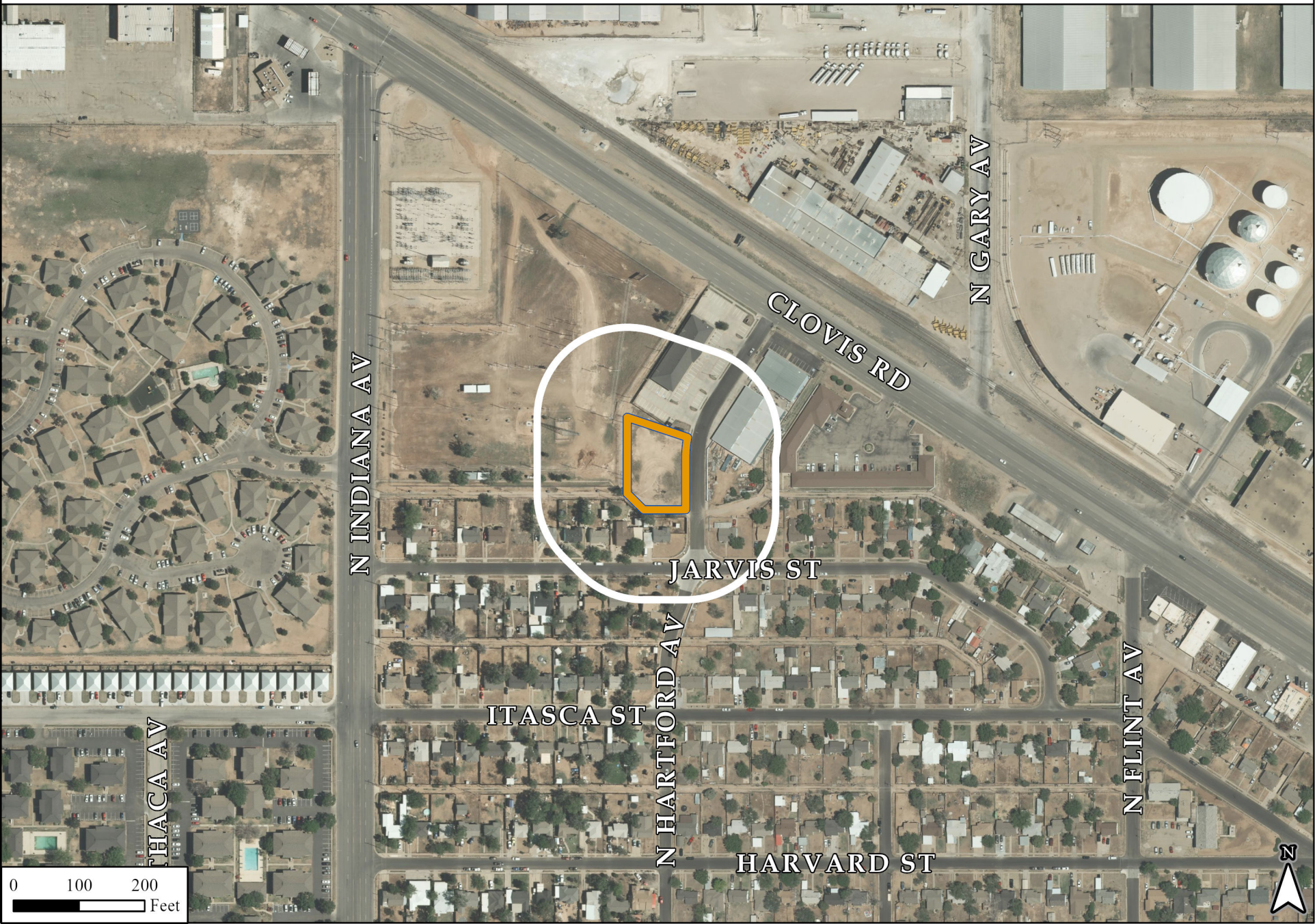


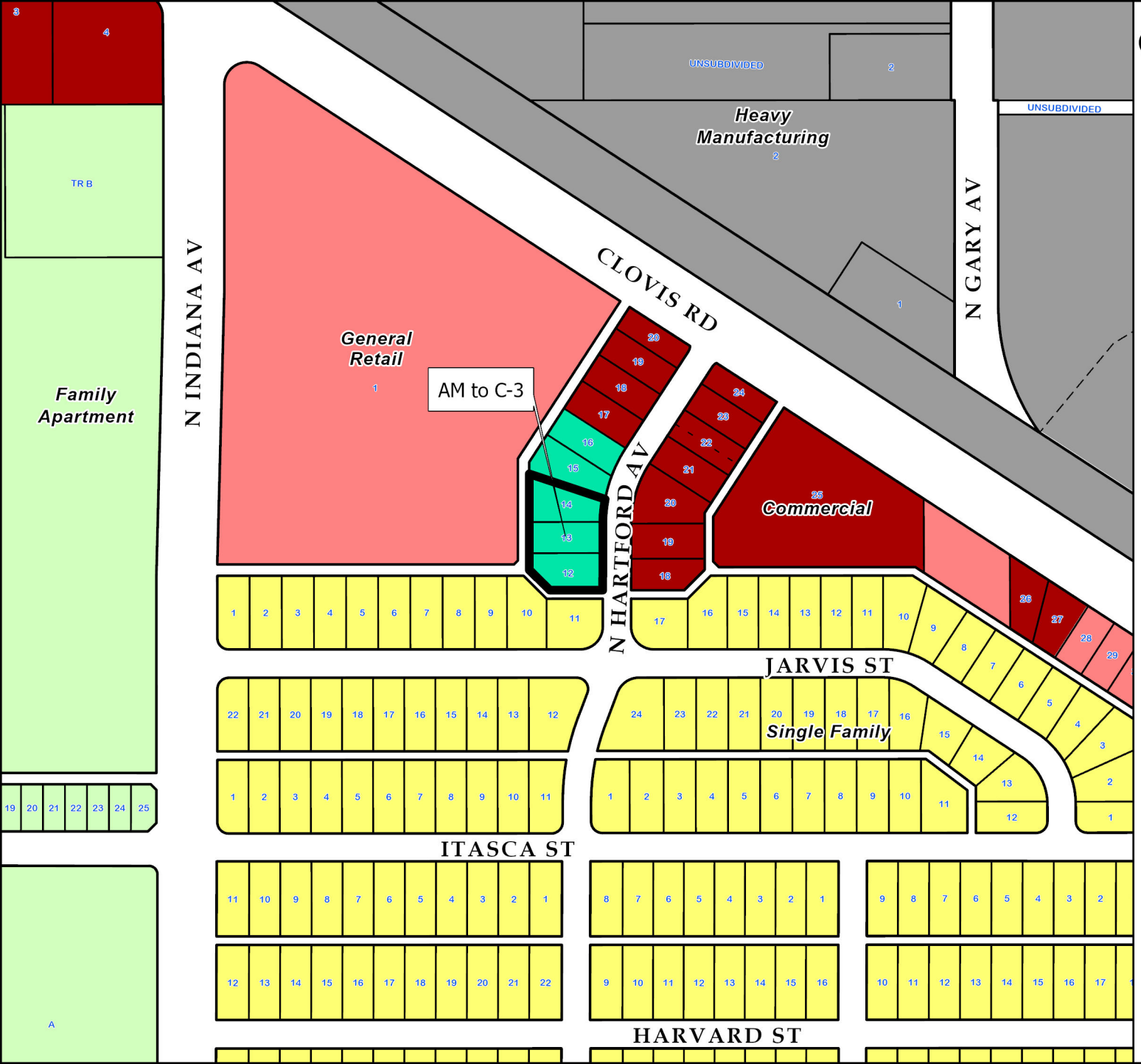
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: June 2022

Case Number 2341-D





Current Zoning
2341-D
Zoning Districts

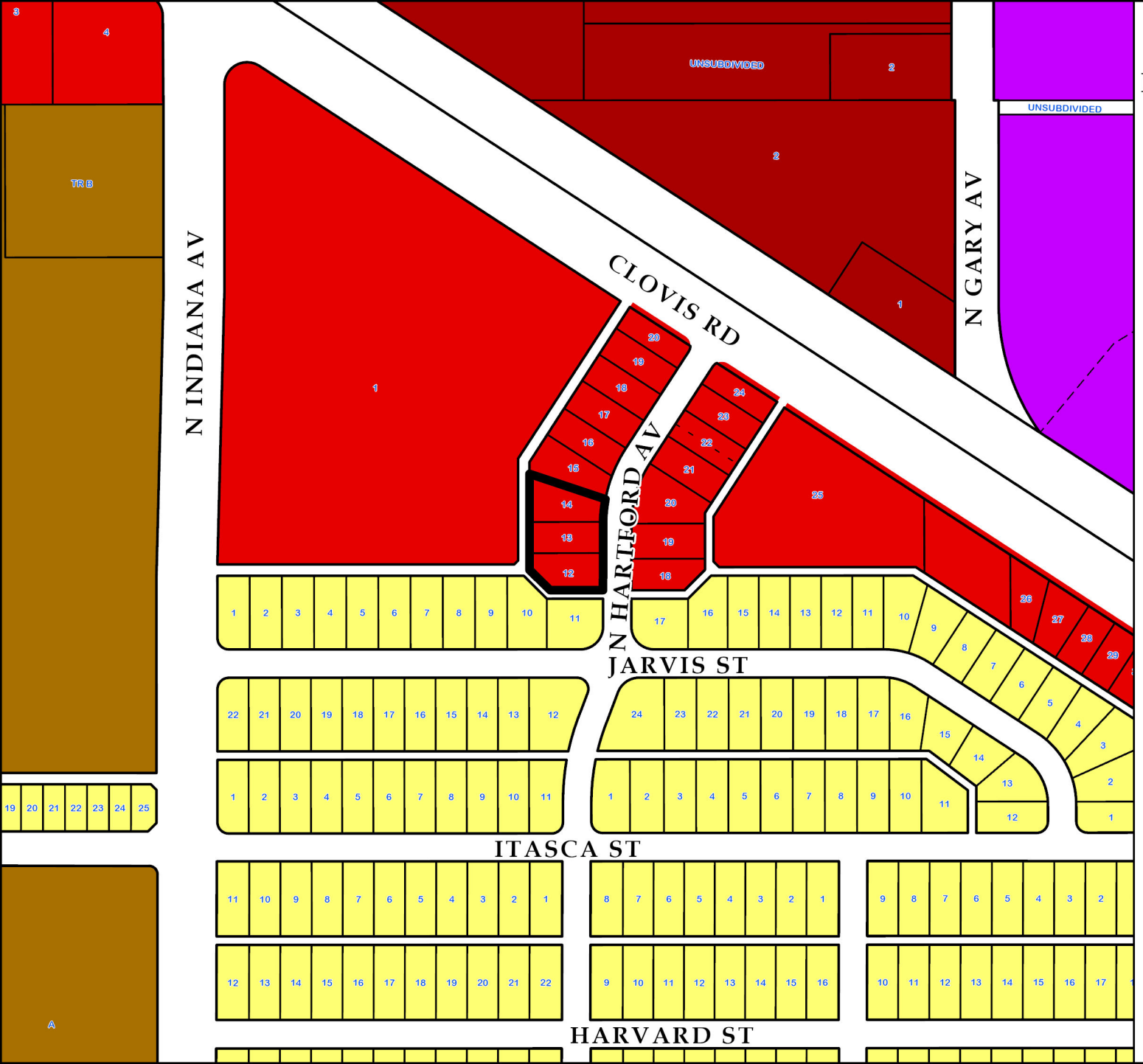
- Family Apartment
- Apartment-Medical
- General Retail
- Commercial
- Heavy Manufacturing
- Single Family

N

0 150 300 Feet

City of Lubbock TEXAS

Date Exported: July 2022



Future Land Use Plan
Case 2341-D

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 150 300
Feet

City of Lubbock TEXAS

Date Exported: July 2022

2341-D



Subject property. View to the west 1105 N Hartford Avenue.



View to the south.



View to the east.



View to the north.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 1103, 1105, & 1107 N Hartford

Lots/Tracts: Riceland Blk 4 lots 12, 13, & 14

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 0.534 acres

Existing Land Use: Vacant Existing Zoning: Apartment Medical District

Requested Zoning: Change to C-3

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: DLC Designs, LLC

Name: Amanda J King

Address: 1318 N King Ave City: Lubbock State: TX

ZIP Code: 79403 Telephone: 806-518-0207 Email: amanda.dlcdesigns@gmail.com

Applicant's Signature: Amanda J King

Date: 05/27/2022 Printed Name: Amanda J King

Owner Information

Firm Name: Hi-Plains Buildings

Owner: Leighton Crouch

Address: 3211 Clovis Rd City: Lubbock State: TX

ZIP Code: 79415 Telephone: 806-763-9915 Email:

Property Owner's Signature:

Date: 6/13/22 Printed Name: Leighton Crouch

Preparer Information

Preparer's Signature:

Date: Printed Name:

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 2): Consider Ordinance No. 2022-O00115, for Zone Case 0343-A, a request of La Huerta Estate, LLC, for a zone change from Commercial District (C-4) to Family Apartment District (A-1), at 312 East 34th Street, located south of East 34th Street and east of Cedar Avenue, Berry Addition, Block 2, Lots 4-6.

Item Summary

On July 26, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 7, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinanace 0343-A
Staff Report 0343-A
Documentation 0343-A

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. 0343-A; A ZONING CHANGE FROM C-4 TO A-1 ZONING DISTRICT AT 312 EAST 34TH STREET, LOCATED SOUTH OF EAST 34TH STREET AND EAST OF CEDAR AVENUE, BERRY ADDITION, BLOCK 2, LOTS 4-6, 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, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the 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 2040 Future Land Use Plan, which protects the 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 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. 0343-A

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 **C-4** to **A-1** zoning district at **312 East 34th Street, located south of East 34th Street and east of Cedar Avenue, Berry Addition, Block 2, Lots 4-6,** City of Lubbock, Lubbock County, Texas.

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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC0343-A
July 7, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 0343-A
City Council Meeting	July 26, 2022

Applicant La Huerta Estate LLC

Property Owner Emmanuel Gamboa

Council District 2

Recommendations

- Staff recommends Approval of the request.

Prior Board or Council Action

- December 26, 1949, Ordinance No. 0945: This property was annexed into city limits and zoned One Family District (A).
- April 24, 1952, Zone Case 0343, Ordinance No. 1205: This property was rezoned from District (A) to Central Business District (H).
- April 6, 1955, Ordinance No. 1695: The zoning was amended from District (H) to Commercial District (C-4).
- July 7, 2022, Zone Case 0343-A: The Planning and Zoning Commission recommended approval of a zone change from Commercial District (C-4) to Family Apartment District (A-1) by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 16
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

This property was platted as Berry Addition, Block 2, Lots 4-6 on January 14, 1946 and the existing structures were built in 1955.

Adjacent Property Development

This property is surrounded by commercial uses zoned Commercial District (C-4) to the east and west, residences zoned Two-Family District (R-2) to the south, and Pyco Industries zoned Light Manufacturing (M-1) and Heavy Manufacturing (M-2) to the north.

Zoning Request and Analysis

Item Summary

The subject property is located at 312 East 34th Street, south of East 34th Street and east of Cedar Avenue. The applicant is requesting a zone change from Commercial District (C-4) to Family Apartment District (A-1).

Current zoning: **Commercial District (C-4)**

Requested zoning: **Family Apartment District (A-1)**

Intent Statements

The intent of the current C-4 zoning is "…to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered."

The intent of the proposed (A-1) zoning is "…to promote medium-density, multiple-occupancy development. The regulations are designed to promote family-oriented development which provides the occupants with the proper environmental quality, and compatibility with lower-density development. The purpose of this district is not to isolate multi-family units, but to encourage compatible residential land uses through effective planning and urban design. When adjacent to "RR," "R-1," "R-1A," or "R-2" zoned property, the proposed development in this district shall be so designed to provide for maximum compatibility with adjacent development. Architectural design, landscaping, screening, and parking areas shall be properly provided to ensure maximum protection of lower-density uses."

Traffic Network/Infrastructure Impacts
The property is located south of 34th Street which is designated as a minor arterial and east of Cedar Avenue which is designated as a local street. Arterials are continuous routs whose function is to serve high volume needs of local traffic and regional traffic. Local streets typically provide access to smaller, destination- oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates the subject property for Industrial uses. While the requested zone change is not consistent with this designation, it is appropriate in this location, adjacent to other residential uses and will buffer the residences to the south from 34th Street.

Conformance with Zoning Ordinance
The proposed zone change request is in conformance with the zoning ordinance. The purpose of the A-1 district is not to isolate multi-family units, but to encourage compatible residential land uses through effective planning and urban design.

Suitability of Property for Allowed Uses
The property is suitable for the proposed zoning and will not need additional public improvements.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and Supporting Documentation

Staff Contacts

Cassie Bermea
Planner
Planning Department
806-775-2096
cassiebermea@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 0343-A

Allowable Uses: Family Apartment District (A-1)

Transportation: The proposed development has a point of access from 34th Street

Thoroughfare	Existing	Per Thoroughfare Development Plan
34th Street, *Minor Arterial*	R.O.W. 100 feet, five-lane, undivided, paved	R.O.W. 100 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

4.2 **District 2**

Case 0343-A: La Huerta Estate, LLC

Request for zone change from Commercial District (C-4) to Family Apartment District (A-1), at:

- 312 East 34th Street, located south of East 34th Street and east of Cedar Avenue, Berry Addition, Block 2, Lots 4-6.

PLANNER CASSIE BERMEA stated there were sixteen (16) notifications sent out and zero (0) returned. Staff shared the location of the property including pictures, and maps, and discussed the surrounding property. Staff recommends approval of the request.

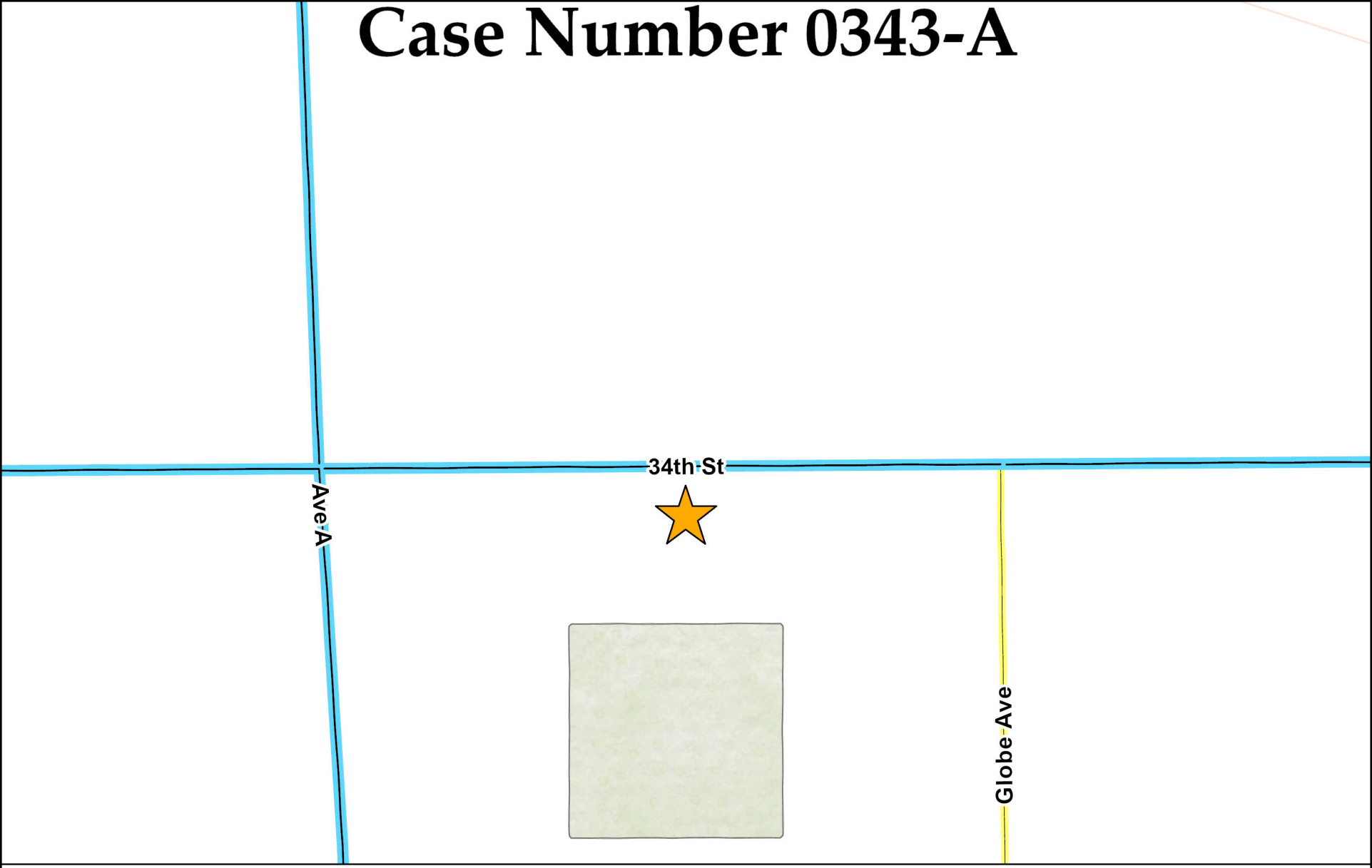
CHAIR ZACH SAWYER reiterated there is residential zoning to the south.

APPLICANT NATALIE PEEBLES, 1515 Texas Avenue Suite 220, advised she is the real estate agent and property manager for La Huerta. The owners want to renovate the property so it will be available as affordable housing.

No one spoke in opposition or favor of the request.

In the matter of **Zone Case 0343-A,** a motion was made by **JORDAN WHEATLEY** and seconded by **JAMES BELL** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 0343-A



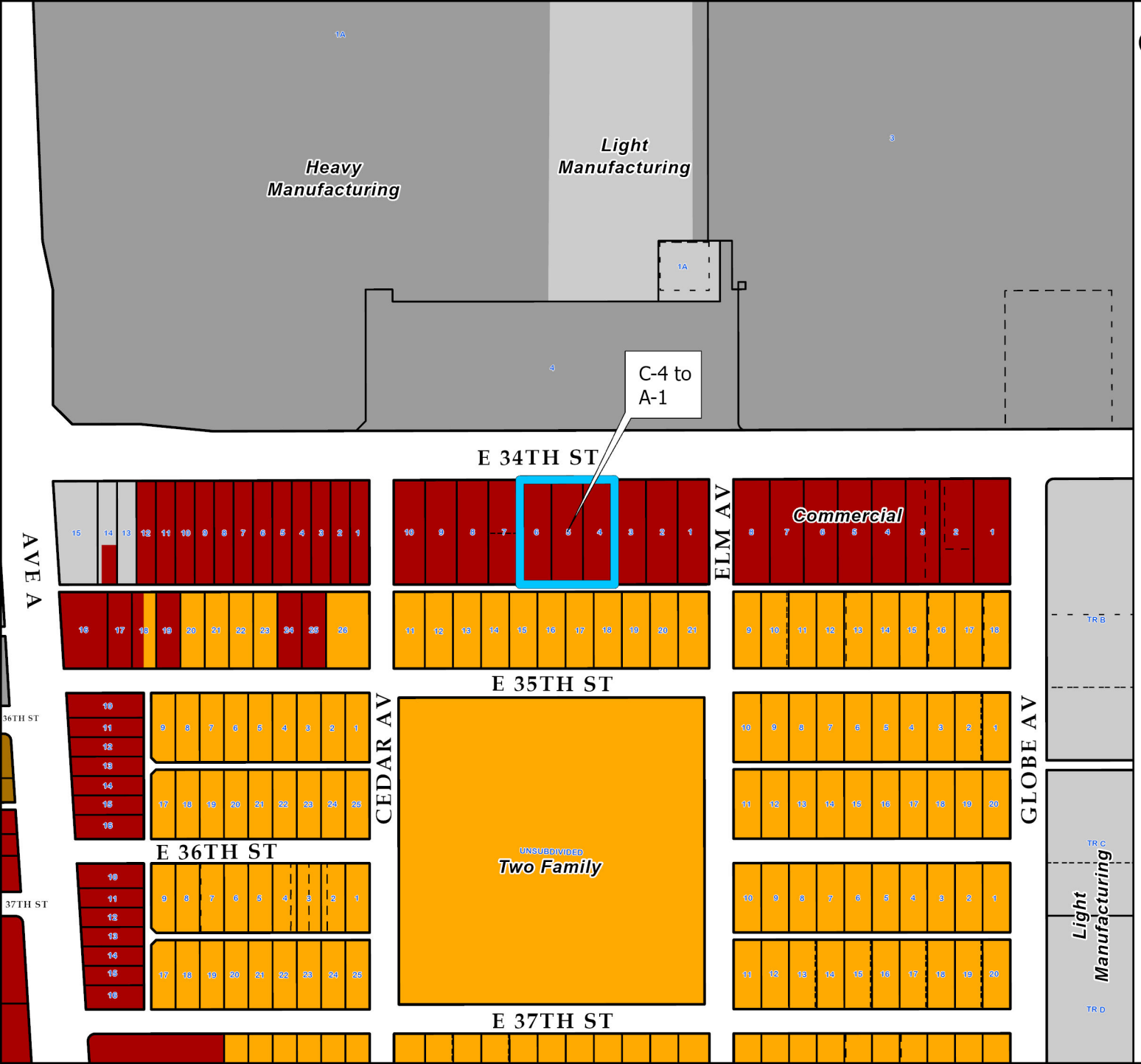
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: June 2022

Case Number 0343-A





Current Zoning

0343-A

Zoning Districts

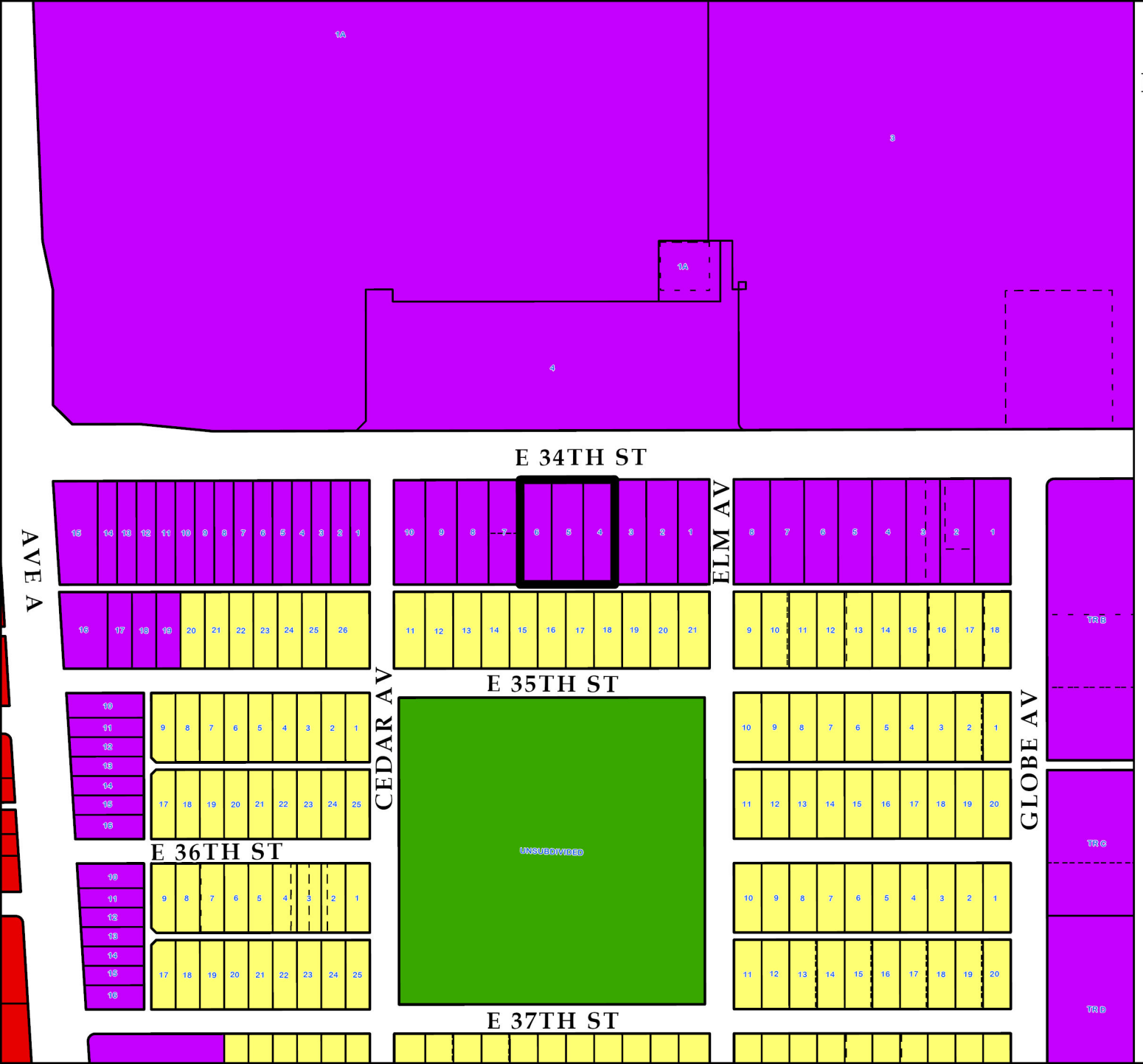
- Commercial
- Light Manufacturing
- Heavy Manufacturing
- Two Family
- Multi-Family

N

0 180 360 Feet

City of Lubbock TEXAS

Date Exported: June 2022



Future Land Use Plan
Case 0343-A

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 180 360 Feet

City of Lubbock TEXAS

Date Exported: June 2022



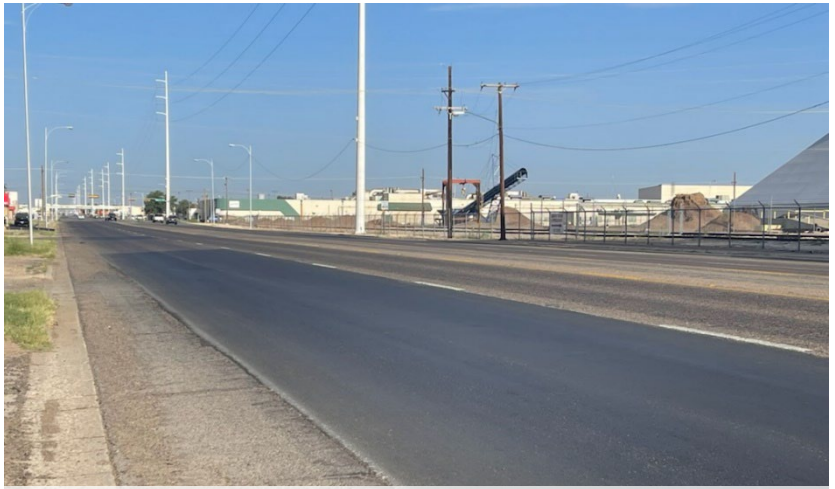
North View



East View



South View- Subject Property



West View

City of Lubbock TEXAS

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 312 E 34th St Lubbock TX

Lots/Tracts: Berry BLK 2 L 4-6 0206 City of Lubbock

Survey & Abstract: R70294

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 42,100 sqft

Existing Land Use: 8 Bungalow Homes 2 story building Existing Zoning: Commercial

Requested Zoning: Residental

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name:

Name:

Address: City: State:

ZIP Code: Telephone: Email:

Applicant's Signature:

Date: Printed Name:

Owner Information

Firm Name: La Huerta Estate LLC

Owner: Emmanuel Gamboa & Jorge Gamboa

Address: 6624 Atlantic Ave City: Bell State: CA

ZIP Code: 90201 Telephone: (323) 767-4482 Email: emmanuel1gamboa1@gmail.com

Property Owner's Signature:

Date: 05/23/2022 Printed Name: Emmanuel Gamboa

Preparer Information

Preparer's Signature:

Date: 05/23/2022 Printed Name: Emmanuel Gamboa

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

Information

Agenda Item

Ordinanc 2nd Reading - Planning (District 2): Consider Ordinance No. 2022-O00109, for Zone Case 3466, a request of Hugo Reed and Associates, Inc. for Cotton Ridge Development, LLC, for a zone change from Transition District (T) to Reduced Setback Single-Family District (R-1A), Family Apartment District (A-1), Local Retail District (C-2) and Interstate Highway Commercial District (IHC), generally located south of 98th Street and west of U.S. Highway 87 on 140.3 acres of unplatted land out of Block E, Section 11.

Item Summary

On July 26, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 7, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 3466
Staff Report 3466
Documentation 3466

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. 3466; A ZONING CHANGE FROM T TO R-1A, A-1, C-2 AND IHC ZONING DISTRICT GENERALLY LOCATED SOUTH OF 98TH STREET AND WEST OF U.S. HIGHWAY 87 ON 140.3 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 11, 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, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the 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 2040 Future Land Use Plan, which protects the 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 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. 3466

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 **R-1A, A-1, C-2 AND IHC** zoning district **generally located south of 98th Street and west of U.S. Highway 87 on 140.3 acres of unplatted land out of Block E, Section 11,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3466
July 7, 2022

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

LAND SURVEYORS
CIVIL ENGINEERS

PROPOSED R-1A ZONING
75.6 ACRES

METES AND BOUNDS DESCRIPTION of an approximate 75.6 acre tract of land located in Section 11, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the West line of Section 11, Block E, Lubbock County, Texas, and the East right-of-way line of Avenue "P" as described under County Clerk File Number (CCFN) 2015001238 of the Official Public Records of Lubbock County, Texas (OPRLCT), which bears S. 02°01'33" W. an approximate distance of 488.9 feet from the Northwest corner of said Section 11;

THENCE S. 88°10'56" E., along the East right-of-way line of said Avenue "P", an approximate distance of 45.0 feet to a point;

THENCE N. 04°53'15" E., continuing along the East right-of-way line of said Avenue "P", an approximate distance of 200.2 feet to a point;

THENCE N. 02°01'33" E., continuing along the East right-of-way line of said Avenue "P", an approximate distance of 204.0 feet to a point for the most Westerly Northwest corner of this tract;

THENCE N. 46°53'53" E., along the East right-of-way line of said Avenue "P", an approximate distance of 42.5 feet to a point in the South right-of-way line of 98th Street as described under CCFN 2017010248, OPRLCT, for the most Northerly Northwest corner of this tract;

THENCE S. 88°13'54" E., along the South right-of-way line of said 98th Street, an approximate distance of 270.9 feet to a point;

THENCE S. 01°46'06" W. an approximate distance of 300.0 feet to a point;

THENCE S. 88°13'54" E. an approximate distance of 146.0 feet to a point;

THENCE S. 01°46'06" W. an approximate distance of 203.2 feet to a point of curvature;

THENCE Southwesterly, along a curve to the right, said curve having a radius of 300.0 feet, a central angle of 23°28’08”, a chord distance of 89.8 feet and a chord bearing of S. 10°22’22” W. to a point of intersection;

THENCE S. 88°13'54" E. an approximate distance of 1087.9 feet to a point for the most Northerly Northeast corner of this tract;

THENCE S. 01°46'06" W. an approximate distance of 146.0 feet to a point;

THENCE S. 88°13'54" E. an approximate distance of 354.2 feet to a point for the most Easterly Northeast corner of this tract;

THENCE S. 01°46’06" W. an approximate distance of 1393.6 feet to a point of curvature;

THENCE Southeasterly, along a curve to the left, said curve having a radius of 326.0 feet, a central angle of 05°37’12", a chord distance of 76.5 feet and a chord bearing of S. 04°58’07” E. to a point of tangency;

THENCE S. 11°42’20" E. an approximate distance of 113.6 feet to a point of intersection;

THENCE Northeasterly, along a curve to the right, said curve having a radius of 1032.0 feet, a central angle of 05°37’12", a chord distance of 243.2 feet and a chord bearing of N. 85°03’44" E. to a point of tangency;

THENCE S. 88°10’11" E. an approximate distance of 168.8 feet to a point in the West right-of-way line of U.S. Highway 87 as described in Volume 1121, Page 106 of the Deed Records of Lubbock County, Texas;

THENCE S. 01°49'49" W., along the West right-of-way line of said U.S. Highway 87, an approximate distance of 292.0 feet to a point in the South line of the Northwest Quarter of said Section 11, for the Southeast corner of this tract;

THENCE N. 88°11'23" W., along the South line of the Northwest Quarter of said Section 11, an approximate distance of 2387.7 feet to a point in the West line of said Section 11, for the Southwest corner of this tract;

THENCE N. 02°01'33" E., along the West line of said Section 11, an approximate distance of 215.2 feet to a point;

THENCE S. 88°13'54" E. an approximate distance of 218.8 feet to a point of curvature;

THENCE Southeasterly, along a curve to the right, said curve having a radius of 1000.0 feet, a central angle of 06°52'11", a chord distance of 119.8 feet and a chord bearing of S. 84°47'48" E. to a point of tangency;

THENCE S. 81°21'43" E. an approximate distance of 160.9 feet to a point of curvature;

THENCE Southeasterly, along a curve to the left, said curve having a radius of 1000.0 feet, a central angle of 06°49'40", a chord distance of 119.1 feet and a chord bearing of S. 84°46'33" E. to a point of tangency;

THENCE S. 88°11'23" E. an approximate distance of 116.2 feet to a point;

THENCE N. 01°46'06" E. an approximate distance of 1082.5 feet to a point of intersection;

THENCE Northwesterly, along a curve to the right, said curve having a radius of 500.0 feet, a central angle of 13°14’54", a chord distance of 115.4 feet and a chord bearing of N. 71°23’13" W. to a point of tangency;

THENCE N. 64°45’46" W. an approximate distance of 298.9 feet to a point of curvature;

THENCE Northwesterly, along a curve to the left, said curve having a radius of 530.0 feet, a central angle of 23°28’08", a chord distance of 215.6 feet and a chord bearing of N. 76°29’50" W. to a point of tangency;

THENCE N. 88°13’54" W. an approximate distance of 132.0 feet to a point in the West line of said Section 11;

THENCE N. 02°01’33" E., along the West line of said Section 11, an approximate distance of 685.8 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for Cotton Ridge Development LLC
May 27, 2022

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

LAND SURVEYORS
CIVIL ENGINEERS

PROPOSED A-1 ZONING
19.9 ACRES

METES AND BOUNDS DESCRIPTION of an approximate 19.9 acre tract of land located in Section 11, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point which bears S. 02°01'33" W. an approximate distance of 1174.8 feet from the Northwest corner of said Section 11, Block E, Lubbock County, Texas, for the Northwest corner of this tract;

THENCE S. 88°13’54" E. an approximate distance of 132.0 feet to a point of curvature;

THENCE Southeasterly, along a curve to the right, said curve having a radius of 530.0 feet, a central angle of 23°28’08", a chord distance of 215.6 feet and a chord bearing of S. 76°29’50" E. to a point of tangency;

THENCE S. 64°45’46" E. an approximate distance of 298.9 feet to a point of curvature;

THENCE Southeasterly, along a curve to the left, said curve having a radius of 500.0 feet, a central angle of 13°14’54", a chord distance of 115.4 feet and a chord bearing of S. 71°23’13" E. to a point of intersection for the Northeast corner of this tract;

THENCE S. 01°46'06" W. an approximate distance of 1082.5 feet to a point for the Southeast corner of this tract;

THENCE N. 88°11'23" W. an approximate distance of 116.2 feet to a point of curvature;

THENCE Northwesterly, along a curve to the right, said curve having a radius of 1000.0 feet, a central angle of 06°49'40", a chord distance of 119.1 feet and a chord bearing of N. 84°46'33" W. to a point of tangency;

THENCE N. 81°21'43" W. an approximate distance of 160.9 feet to a point of curvature;

THENCE Northwesterly, along a curve to the left, said curve having a radius of 1000.0 feet, a central angle of 06°52'11", a chord distance of 119.8 feet and a chord bearing of N. 84°47'48" W. to a point of tangency;

THENCE N. 88°13'54" W. an approximate distance of 218.8 feet to a point in the West line of said Section 11, for the Southwest corner of this tract;

THENCE N. 02°01’33" E., along the West line of said Section 11, an approximate distance of 1245.2 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for Cotton Ridge Development LLC
May 27, 2022

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
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TEXAS LICENSED SURVEYING FIRM 100676-00

PROPOSED A-1 ZONING
15.3 ACRES

METES AND BOUNDS DESCRIPTION of an approximate 15.3 acre tract of land located in Section 11, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northwest corner of this tract, which bears S. 88°13'54" E. an approximate distance of 501.6 feet and S. 02°01'33" W. an approximate distance of 355.0 feet from the Northwest corner of Section 11, Block E, Lubbock County, Texas;

THENCE S. 88°13'54" E. an approximate distance of 1225.5 feet to a point for the most Northerly Northeast corner of this tract;

THENCE S. 01°46'06" W. an approximate distance of 292.0 feet to a point;

THENCE S. 88°13'54" E. an approximate distance of 354.6 feet to a point for the most Easterly Northeast corner of this tract;

THENCE S. 01°57'49" W. an approximate distance of 1552.0 feet to a point;

THENCE S. 09°27'42" E. an approximate distance of 153.4 feet to a point of intersection at the Southeast corner of this tract;

THENCE Southwesterly, along a curve to the left, said curve having a radius of 1032.0 feet, a central angle of 07°54'57", a chord distance of 142.5 feet and a chord bearing of S. 82°15'08" W. to a point of intersection;

THENCE N. 11°42'20" W. an approximate distance of 113.6 feet to a point of curvature;

THENCE Northwesterly, along a curve to the right, said curve having a radius of 326.0 feet, a central angle of 13°28'26", a chord distance of 76.5 feet and a chord bearing of N. 04°58'07" W. to a point of tangency;

THENCE N. 01°46'06" E. an approximate distance of 1393.6 feet to a point;

THENCE N. 88°13'54" W. an approximate distance of 354.2 feet to a point;

THENCE N. 01°46'06" E. an approximate distance of 146.0 feet to a point;

THENCE N. 88°13'54" W. an approximate distance of 1087.9 feet to a point of intersection;

THENCE Northeasterly, along a curve to the left, said curve having a radius of 300.0 feet, a central angle of 06°49'40", a chord distance of 89.8 feet and a chord bearing of N. 10°22'22" E. to a point of tangency;

THENCE N. 01°46'06" E. an approximate distance of 203.2 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for Cotton Ridge Development LLC
May 27, 2022

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
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TEXAS LICENSED SURVEYING FIRM 100676-00

PROPOSED C-2 ZONING
1.0 ACRES

METES AND BOUNDS DESCRIPTION of an approximate 1.0 acre tract of land located in Section 11, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South right-of-way line of 98th Street, as described under County Clerk File Number 2017010248 of the Official Public Records of Lubbock County, Texas, which bears S. 88°13’54” E. an approximate distance of 501.6 feet and S. 01°46’06" W. an approximate distance of 55.0 feet from the Northwest corner of Section 11, Block E, Lubbock County, Texas, for the Northeast corner of this tract;

THENCE S. 01°46'06" W. an approximate distance of 300.0 feet to a point for the Southeast corner of this tract;

THENCE N. 88°13’54" W. an approximate distance of 146.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°46'06" E. an approximate distance of 300.0 feet to a point for the Northwest corner of this tract;

THENCE S. 88°13’54" E., along the South right-of-way line of said 98th Street, an approximate distance of 146.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for Cotton Ridge Development LLC
June 2, 2022

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

PROPOSED C-2 ZONING
3.6 ACRES

METES AND BOUNDS DESCRIPTION of an approximate 3.6 acre tract of land located in Section 11, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South right-of-way line of 98th Street, as described under County Clerk File Number 2017010248 of the Official Public Records of Lubbock County, Texas, which bears S. 88°13’54” E. an approximate distance of 1205.6 feet and S. 01°46’06" W. an approximate distance of 55.0 feet from the Northwest corner of Section 11, Block E, Lubbock County, Texas, for the Northwest corner of this tract;

THENCE S. 88°13’54" E., along the South right-of-way line of said 98th Street, an approximate distance of 521.5 feet to a point for the Northeast corner of this tract;

THENCE S. 01°46'06" W. an approximate distance of 300.0 feet to a point for the Southeast corner of this tract;

THENCE N. 88°13’54" W. an approximate distance of 521.5 feet to a point for the Southwest corner of this tract;

THENCE N. 01°46'06" E. an approximate distance of 300.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for Cotton Ridge Development LLC
June 2, 2022

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

PROPOSED C-2 ZONING
4.8 ACRES

METES AND BOUNDS DESCRIPTION of an approximate 4.8 acre tract of land located in Section 11, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South right-of-way line of 98th Street, as described under County Clerk File Number 2017010248 of the Official Public Records of Lubbock County, Texas, which bears S. 88°13’54” E. an approximate distance of 1205.6 feet and S. 01°46’06" W. an approximate distance of 55.0 feet from the Northwest corner of Section 11, Block E, Lubbock County, Texas, for the Northeast corner of this tract;

THENCE S. 01°46'06" W. an approximate distance of 300.0 feet to a point for the Southeast corner of this tract;

THENCE N. 88°13’54" W. an approximate distance of 704.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°46'06" E. an approximate distance of 300.0 feet to a point in the South right-of-way line of said 98th Street, for the Northwest corner of this tract;

THENCE S. 88°13’54" E., along the South right-of-way line of said 98th Street, an approximate distance of 704.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for Cotton Ridge Development LLC
May 27, 2022

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

PROPOSED IHC ZONING
4.6 ACRES

METES AND BOUNDS DESCRIPTION of an approximate 4.6 acre tract of land located in Section 11, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point which bears S. 88°13'54" E. an approximate distance of 2078.2 feet and S. 01°46'06" W. an approximate distance of 1668.0 feet from the Northwest corner of Section 11, Block E, Lubbock County, Texas, for the Northwest corner of this tract;

THENCE S. 88°13'54" E. an approximate distance of 300.0 feet to a point in the West right-of-way line of U.S. Highway 87 as described in Volume 1121, Page 106 of the Deed Records of Lubbock County, Texas, for the Northeast corner of this tract;

THENCE S. 01°57'49" W., along the West right-of-way line of said U.S. Highway 87, an approximate distance of 576.1 feet to a point;

THENCE S. 01°49'49" W., continuing along the West right-of-way line of said U.S. Highway 87, an approximate distance of 100.7 feet to a point for the Southeast corner of this tract;

THENCE N. 88°10'11" W. an approximate distance of 168.8 feet to a point of curvature;

THENCE Southwesterly, along a curve to the left, said curve having a radius of 1032.0 feet, a central angle of 05°37'12", a chord distance of 101.2 feet and a chord bearing of S. 89°01'13" W. to a point of intersection for the Southwest corner of this tract;

THENCE N. 09°27'42" W. an approximate distance of 153.4 feet to a point;

THENCE N. 01°57'49" E. an approximate distance of 531.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for Cotton Ridge Development LLC
May 27, 2022

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

PROPOSED IHC ZONING
7.0 ACRES

METES AND BOUNDS DESCRIPTION of an approximate 7.0 acre tract of land located in Section 11, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point which bears S. 88°13’54” E. an approximate distance of 2081.7 feet and S. 01°46’06" W. an approximate distance of 647.0 feet from the Northwest corner of Section 11, Block E, Lubbock County, Texas, for the Northwest corner of this tract;

THENCE S. 88°13’54" E. an approximate distance of 286.6 feet to a point in the West right-of-way line of U.S. Highway 87 as described in Volume 1121, Page 106 of the Deed Records of Lubbock County, Texas, for the Northeast corner of this tract;

THENCE S. 01°37’11" E., along the West right-of-way line of said U.S. Highway 87, an approximate distance of 214.2 feet to a point;

THENCE S. 01°57’49" W., continuing along the West right-of-way line of said U.S. Highway 87, an approximate distance of 807.2 feet to a point for the Southeast corner of this tract;

THENCE N. 88°13’54" W. an approximate distance of 300.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°57’49" E. an approximate distance of 1021.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for Cotton Ridge Development LLC
May 27, 2022

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

PROPOSED IHC ZONING
8.4 ACRES

METES AND BOUNDS DESCRIPTION of an approximate 8.4 acre tract of land located in Section 11, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South right-of-way line of 98th Street, as described under County Clerk File Number 2017010248 of the Official Public Records of Lubbock County, Texas, which bears S. 88°13'54" E. an approximate distance of 1727.2 feet and S. 01°46'06" W. an approximate distance of 55.0 feet from the Northwest corner of Section 11, Block E, Lubbock County, Texas, for the Northwest corner of this tract;

THENCE S. 88°13'54" E., along the South right-of-way line of said 98th Street, an approximate distance of 426.5 feet to a point in the West right-of-way line of U.S. Highway 87 as described in Volume 1121, Page 106 of the Deed Records of Lubbock County, Texas;

THENCE S. 02°05'16" W., along the West right-of-way line of said U.S. Highway 87, an approximate distance of 5.0 feet to a point;

THENCE S. 87°56'44" E., continuing along the West right-of-way line of said U.S. Highway 87, an approximate distance of 129.9 feet to a point for the Northerly Northeast corner of this tract;

THENCE S. 45°00'15" E., continuing along the West right-of-way line of said U.S. Highway 87, an approximate distance of 72.8 feet to a point for the most Easterly Northeast corner of this tract;

THENCE S. 01°37'11" E., continuing along the West right-of-way line of said U.S. Highway 87, an approximate distance of 537.4 feet to a point for the Southeast corner of this tract;

THENCE N. 88°13'54" W. an approximate distance of 641.2 feet to a point for the Southwest corner of this tract;

THENCE N. 01°46'06" E. an approximate distance of 592.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for Cotton Ridge Development LLC
May 27, 2022

Staff Report	Zone Case 3466
City Council Meeting	July 26, 2022

Applicant Hugo Reed and Associates

Property Owner Cotton Ridge Development

Council District 2

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- December 13, 1984, Ordinance No. 8689: The northwestern corner of this property was annexed to the City of Lubbock and zoned Transition District (T).
- June 8, 2006, Ordinance No. 2006-O0067: A larger portion of the northwest corner was annexed to the City of Lubbock and zoned Transition District (T).
- November 21, 2006, Ordinance No. 2006-O0119: The remaining property was annexed to the City of Lubbock and zoned Transition District (T).
- July 7, 2022, Zone Case 3466: The Planning and Zoning Commission recommended approval for a zone change from T to Reduced Setback Single-Family District (R-1A), Family Apartment District (A-1), Local Retail District (C-2) and Interstate Highway Commercial District (IHC) by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 33
- Received In Favor: 0
- Received In Opposition: 1

Site Conditions and History

The subject properties are currently farmland and consist of 140.3 acres of unplatted land out of Block E, Section 11.

Adjacent Property Development

This property is surrounded by vacant unsubdivided land zoned General Retail District (C-3), Single-Family District (R-1) with a Specific Use for Reduced Setbacks, Two-Family District (R-2), and Light Manufacturing District (M-1) with a Specific Use for an Industrial Park to the west; a transportation and utility service zoned Local Retail District (C-2) and a used car dealership zoned Transition District (T) to the north; and commercial retail businesses zoned Interstate Highway Industrial District (IHI) and Transition District (T) to the east. All property directly south and some property north of the subject property are outside of City Limits.

Zoning Request and Analysis

Item Summary

The subject property is generally located south of 98th Street and west of U.S. Highway 87. The applicant requests a zone change from Transition District (T) to Reduced Setback Single-Family District (R-1A), Family Apartment District (A-1), Local Retail District (C-2), and Interstate Highway Commercial District (IHC).

Current zoning: **Transition District (T)**

Requested zoning: **Reduced Setback Single-Family District (R-1A), Family Apartment District (A-1), Local Retail District (C-2) and Interstate Highway Commercial District (IHC)**

Intent Statements
The intent of the current T zoning is "to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change."

The intent of the proposed R-1A zoning is "to promote orderly and proper development of single-family residential units, to protect established and future single-family residential developments from inharmonious and harmful land uses, and to provide a "quality environment" for the residents of the district and city."

The intent of the proposed A-1 zoning is "to promote medium-density, multiple-occupancy development. The regulations are designed to promote family-oriented development which provides the occupants with the proper environmental quality, and compatibility with lower-density development. The purpose of this district is not to isolate multi-family units, but to encourage compatible residential land uses through effective planning and urban design."

The intent of the proposed C-2 zoning is "to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares."

The intent of the proposed IHC zoning is "to provide for quality commercial office, retail and wholesale uses which serve a city-wide or regional area. Such uses require careful consideration when adjacent to residential areas."

Traffic Network/Infrastructure Impacts
The property is located south of 98th Street, which is designated as a Principal Arterial by the Master Thoroughfare Plan and west of U.S. Highway 87, which is designated as a Freeway by the Master Thoroughfare Plan. Arterials are routes whose function is to serve high volume needs of local and regional traffic. Freeways are intended to move high volumes of automobile traffic at relatively high speeds over long distances.

Compatibility with Surrounding Property
The proposed zone changes are compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for commercial and low density residential uses.

Conformance with Zoning Ordinance
The proposed zone changes are in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed districts, but may require additional improvements due to the property currently being unplatted.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and Supporting Documentation
I. Notification Responses

Staff Contacts

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Planner
Planning Department
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ahenry@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3466

Allowable Uses:

Reduced Setback Single-Family District (R-1A)

Family Apartment District (A-1)

Local Retail District (C-2)

Interstate Highway Commercial (IHC)

Transportation: The proposed development has points of access from 98th Street, Avenue P, and U.S. Highway 87.

Thoroughfare	Existing	Per Thoroughfare Development Plan
98th Street *Principal Arterial*	R.O.W. 110 feet, seven - lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
Avenue P *Collector*	R.O.W. 55 feet, two-lane, undivided, paved	R.O.W. 64 feet, two-lane, undivided, paved
U.S Highway 87 *Freeway*	R.O.W. 130 feet, six-lane, divided, paved	R.O.W. 50 feet, two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

4.3 **District 2**

Case 3466: Hugo Reed and Associates, Inc. for Cotton Ridge Development, LLC

Request for a zone change from Transition District (T) to Reduced Setback Single-Family District (R-1A), Family Apartment District (A-1), Local Retail District (C-2) and Interstate Highway Commercial District (IHC), at:

- Generally located south of 98th Street and west of U.S. Highway 87 on 140.3 acres of unplatted land out of Block E, Section 11.

PLANNER ASLYN HENRY stated there were thirty-three (33) notifications sent out and one (1) returned in opposition. The letter returned in opposition stated they do not want any more development in the area. Staff shared the location of the property including pictures, and maps, and discussed the surrounding property. Staff recommends approval of the request.

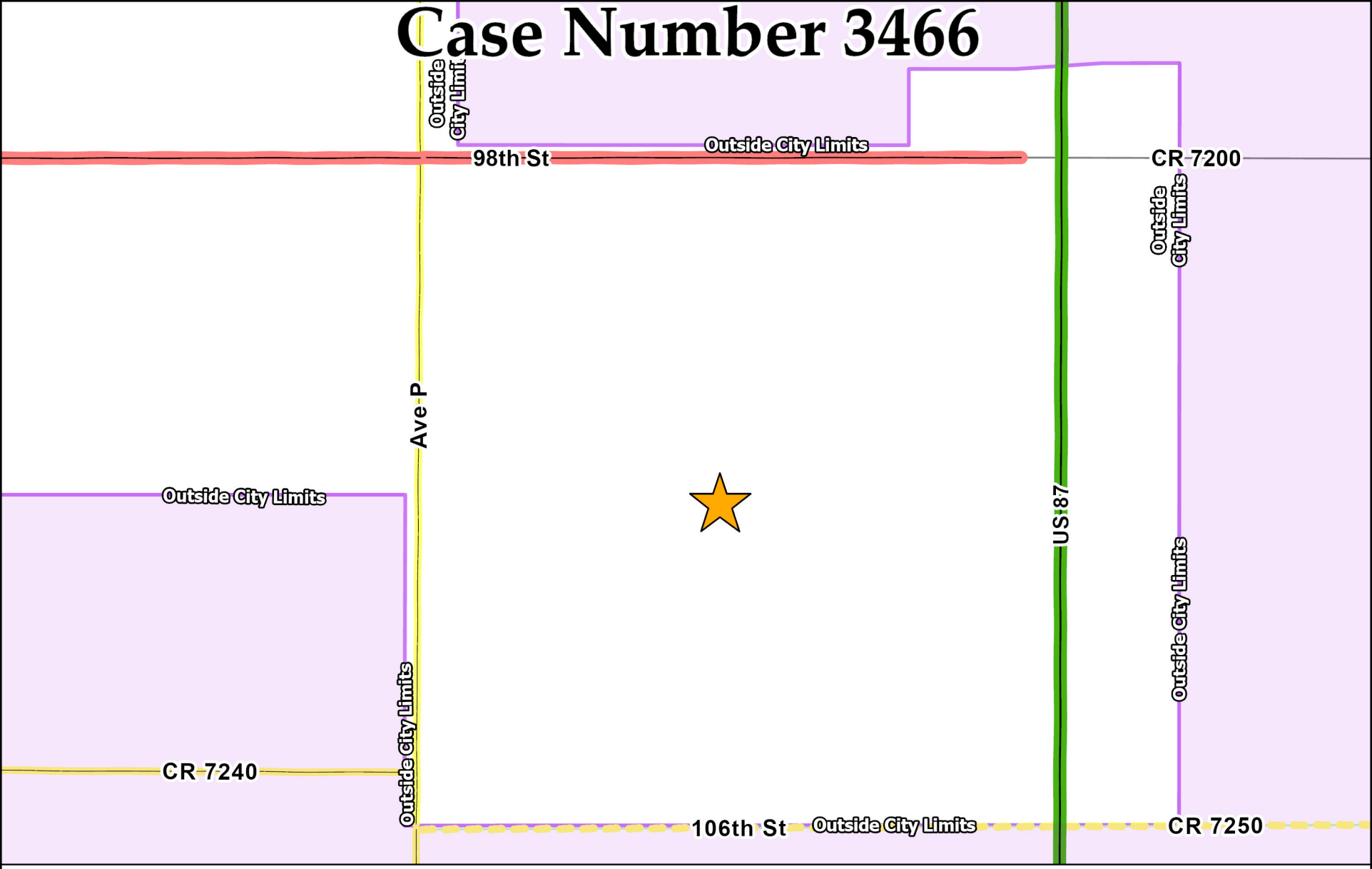
APPLICANT TERRY HOLEMAN, 1601 Avenue N, Hugo Reed and Associates, Inc., representing Cotton Ridge Development, advised the plat was approved earlier on the consent agenda. They want to

develop 409 single-family lots with a multi-family buffer from the retail that is on US Highway 87. Dan Wilson reached out to the one person in opposition and explained what they are planning for the area. The opposition just does not want any development.

No one spoke in opposition or favor of the request.

In the matter of **Zone Case 3466,** a motion was made by **JAMES BELL** and seconded by **JORDAN WHEATLEY** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

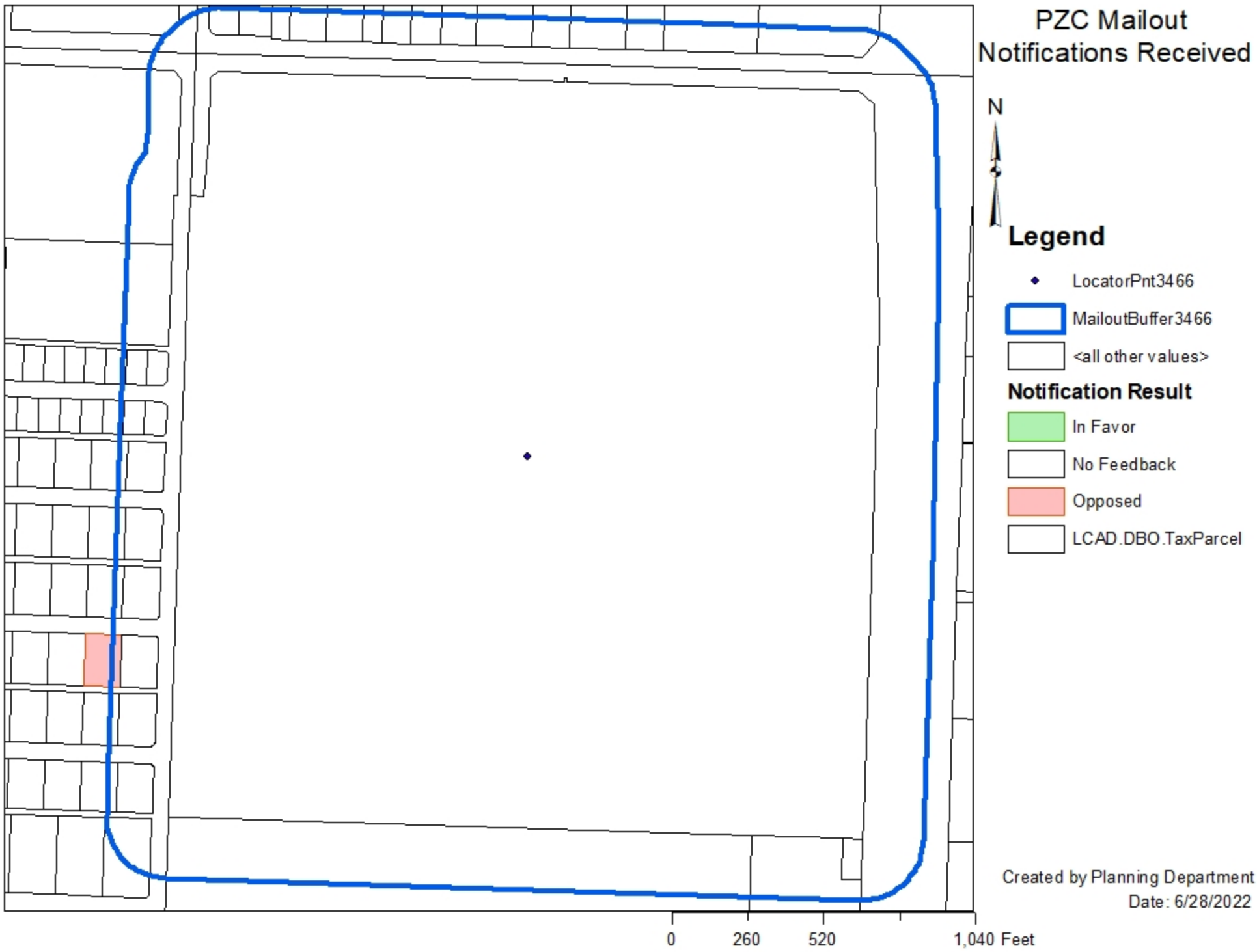
Case Number 3466



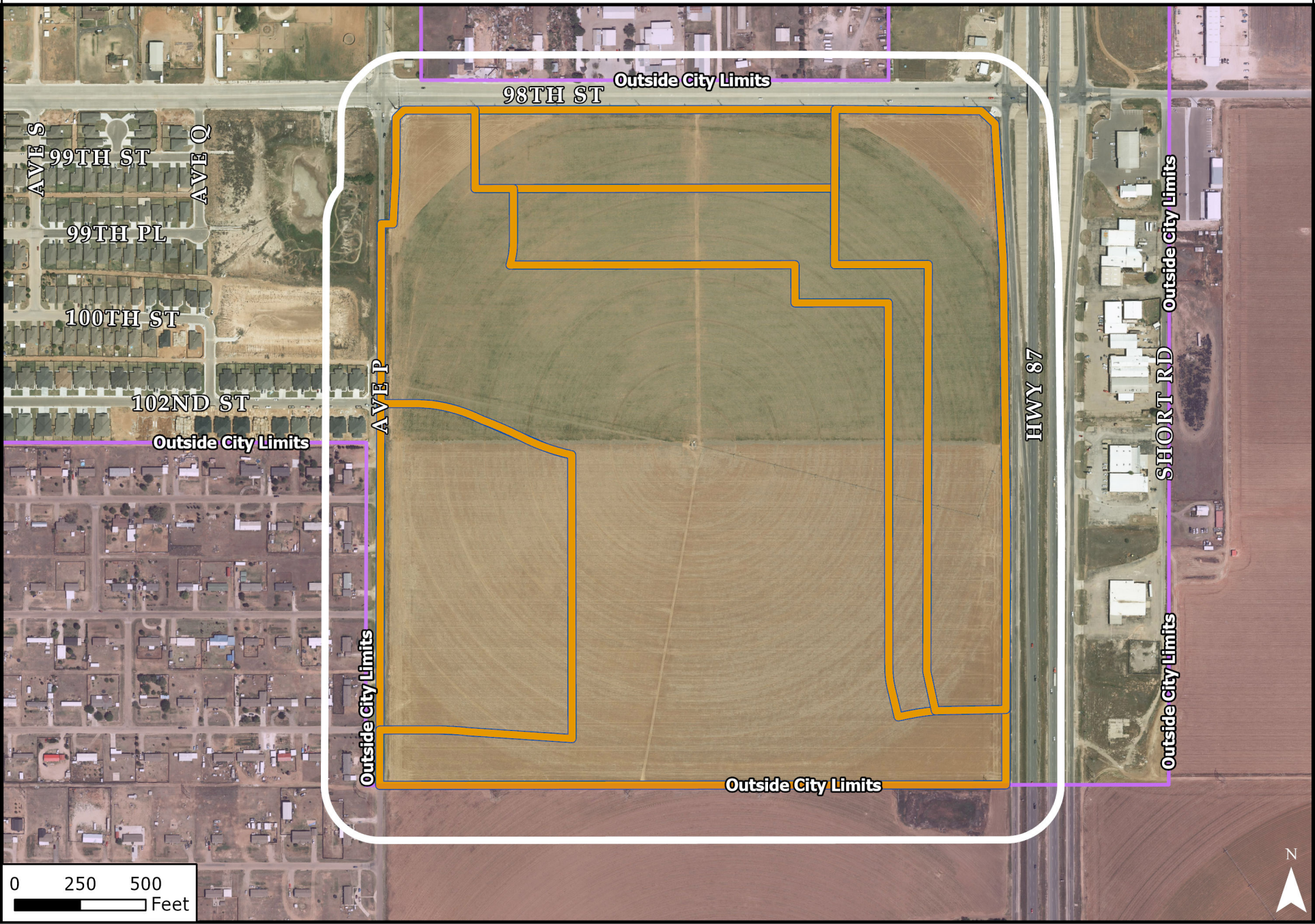
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

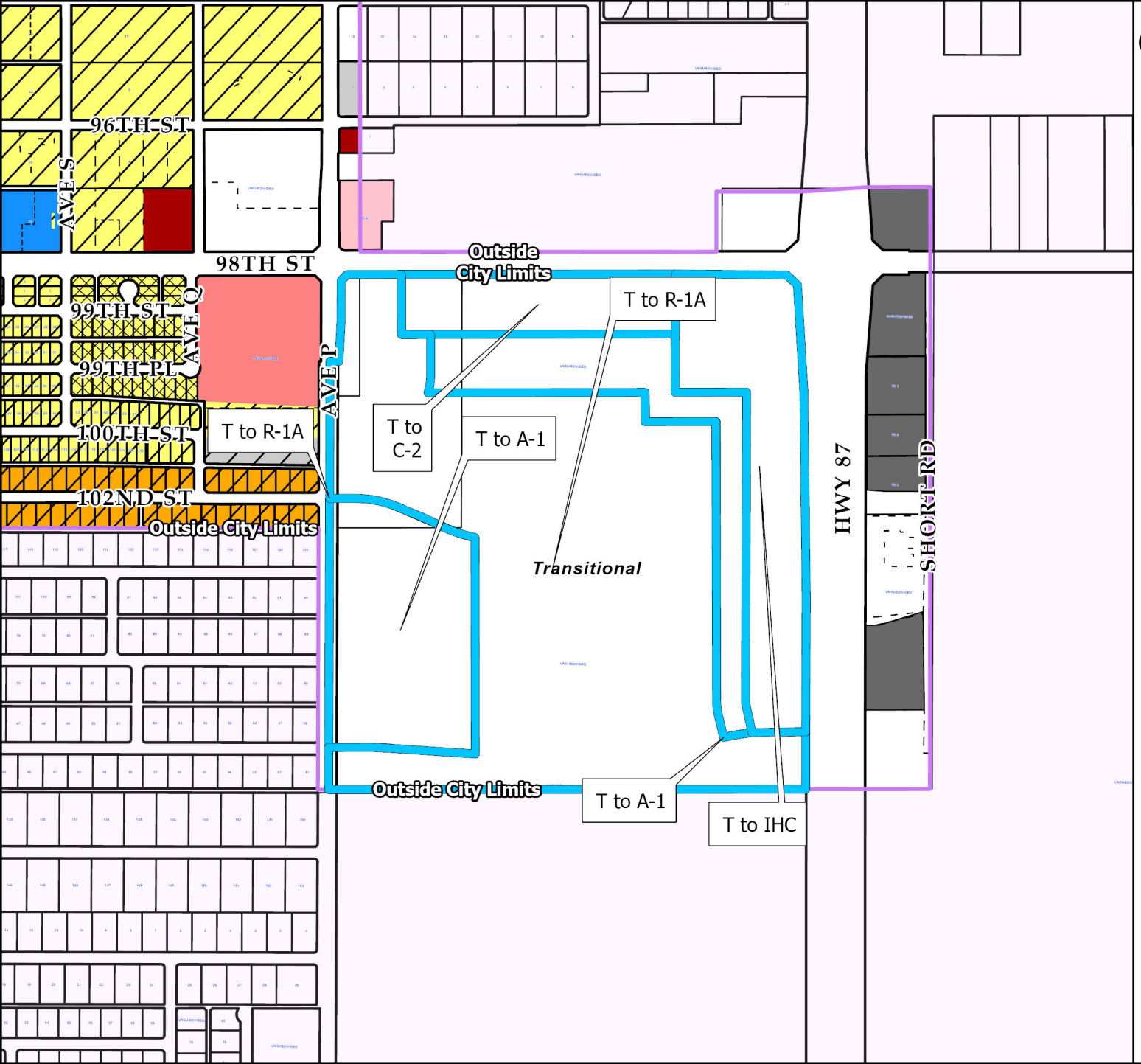
N
W E
S

Date Exported: June 2022


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3466
MailoutBuffer3466
<all other values>
Notification Result
In Favor
No Feedback
Opposed
LCAD.DBO.TaxParcel
Created by Planning Department
Date: 6/28/2022
0
260
520
1,040 Feet

Case Number 3466





Current Zoning

3466

Zoning Districts

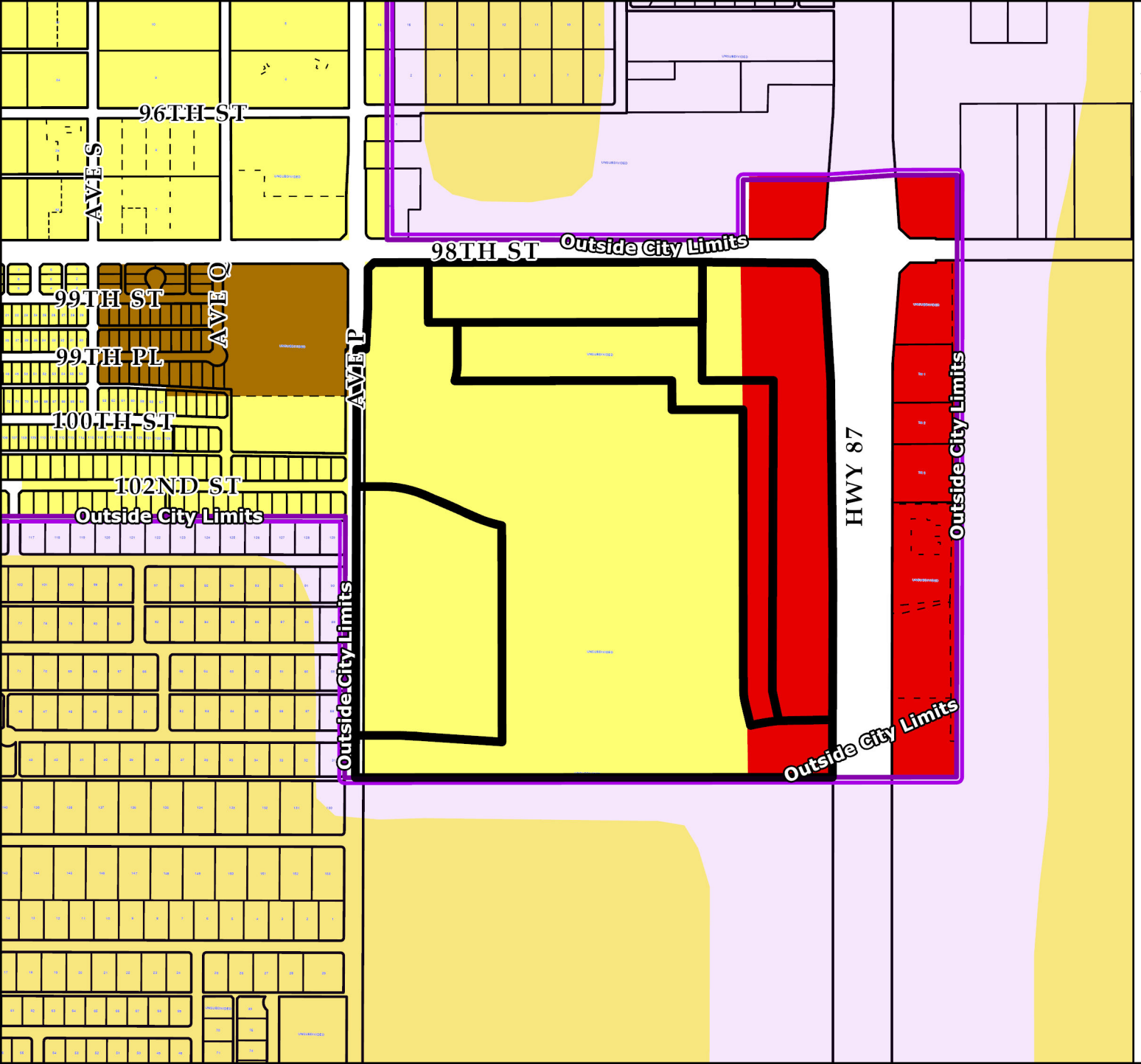
- Local Retail
- General Retail
- Commercial
- Garden Office
- Interstate Highway Commercial
- Interstate Highway Industrial
- Light Manufacturing
- Light Manufacturing Specific Use
- Single Family Specific Use
- Single Family with Reduced Setbacks
- Two Family Specific Use
- Transitional

N

0 440 880 Feet

City of Lubbock TEXAS

Date Exported: June 2022



Future Land Use Plan
Case 3466

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 440 880 Feet

City of Lubbock TEXAS

Date Exported: June 2022



Subject Property—East View



View North.



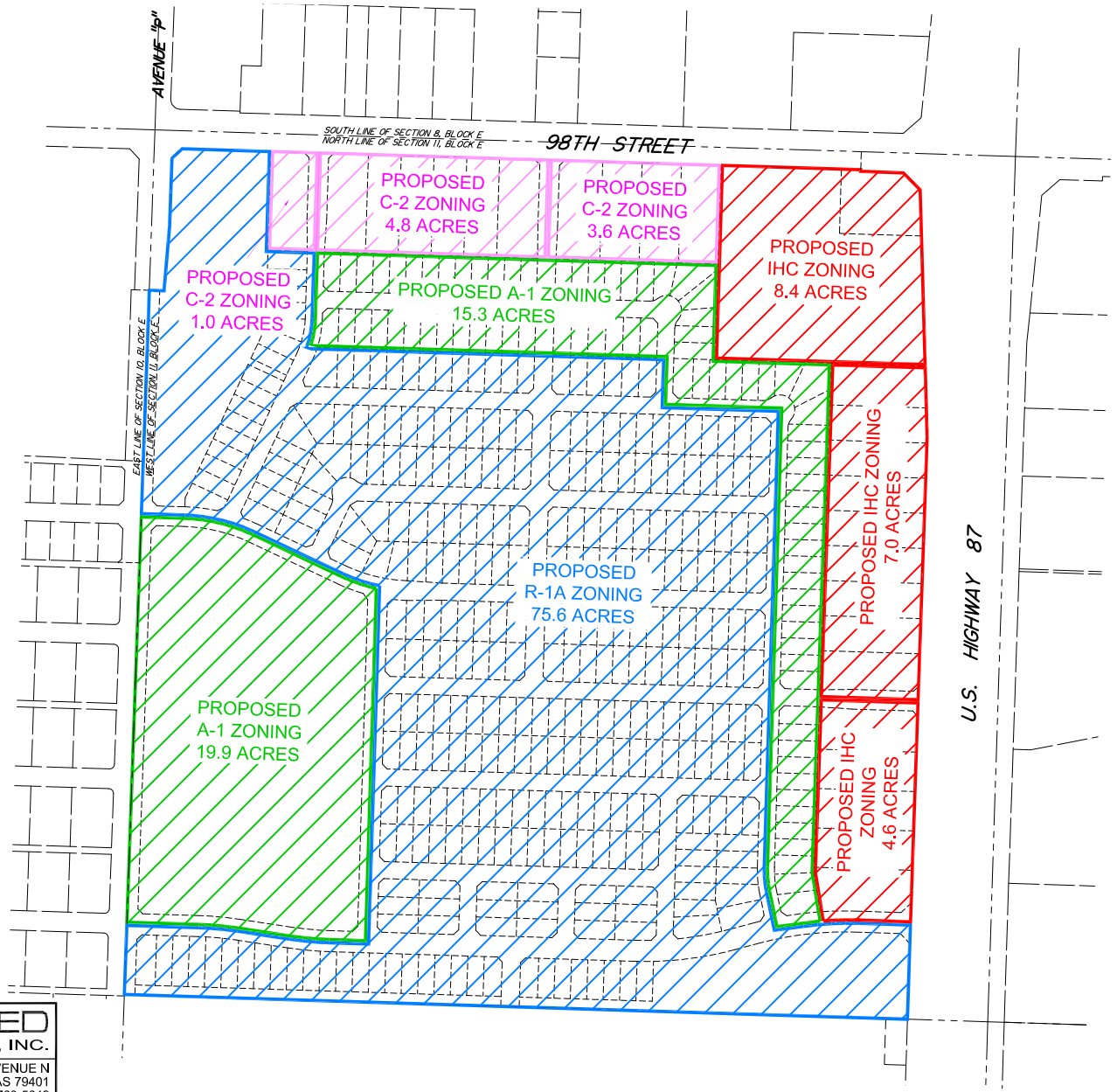
View South.



View West.

PROPOSED OVERALL ZONING

LOCATED IN SECTION 11, BLOCK E



NORTH

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

THIS DOCUMENT IS RELEASED FOR REVIEW PURPOSES ONLY.

RELEASE DATE: June 02, 2022

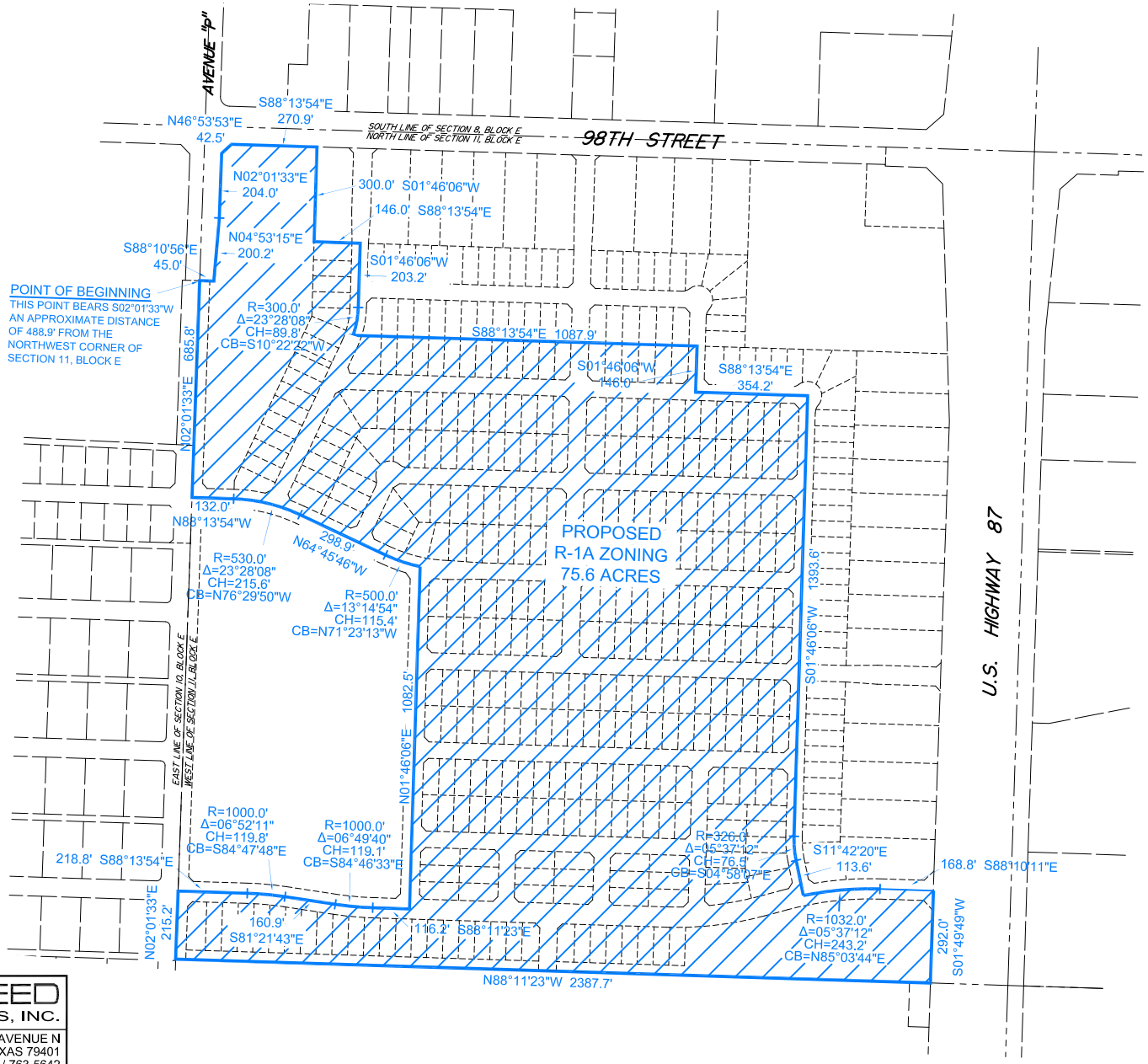
HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760

1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

PROPOSED R-1A ZONING

LOCATED IN SECTION 11, BLOCK E



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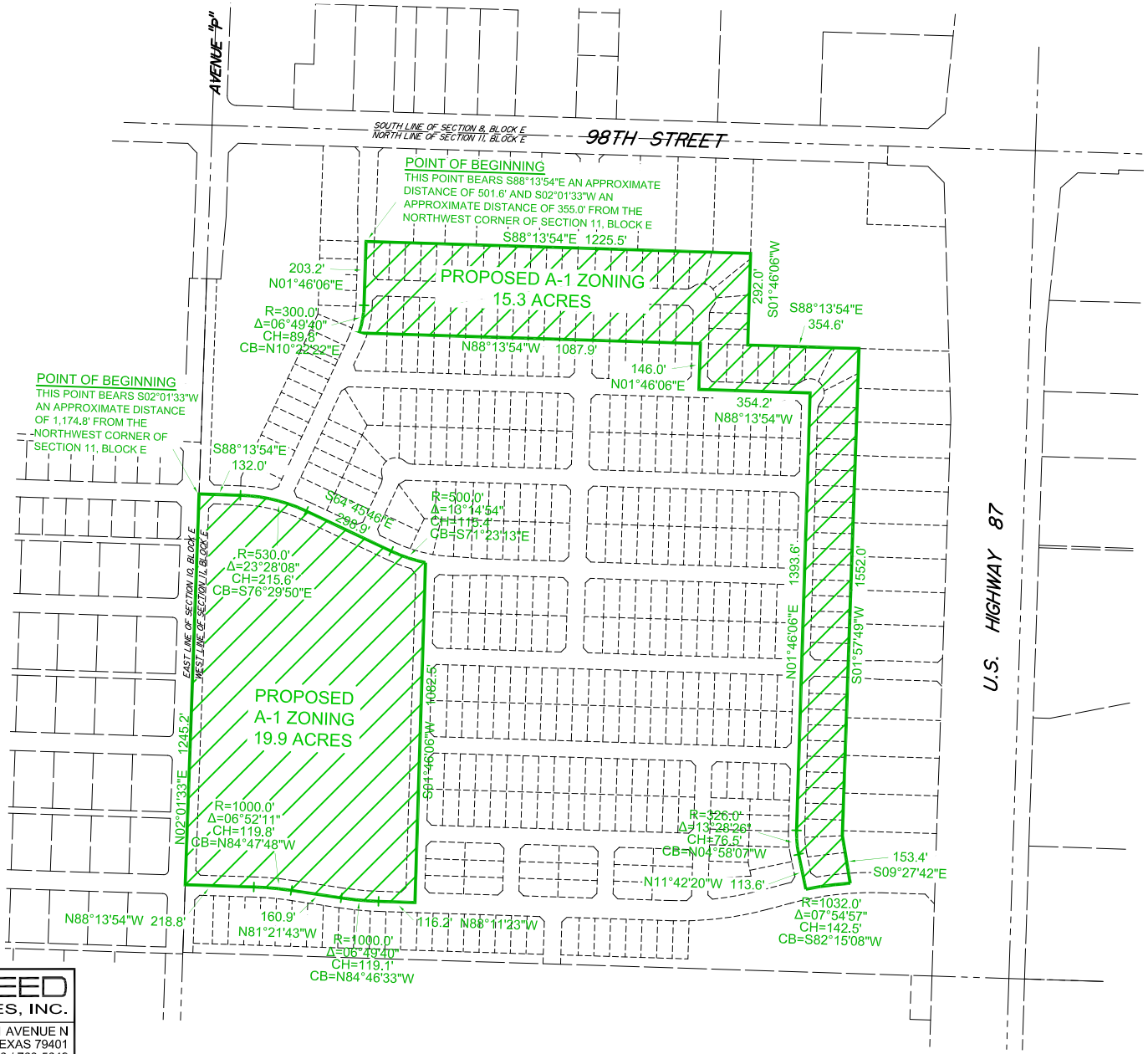
HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

PROPOSED A-1 ZONING

LOCATED IN SECTION 11, BLOCK E



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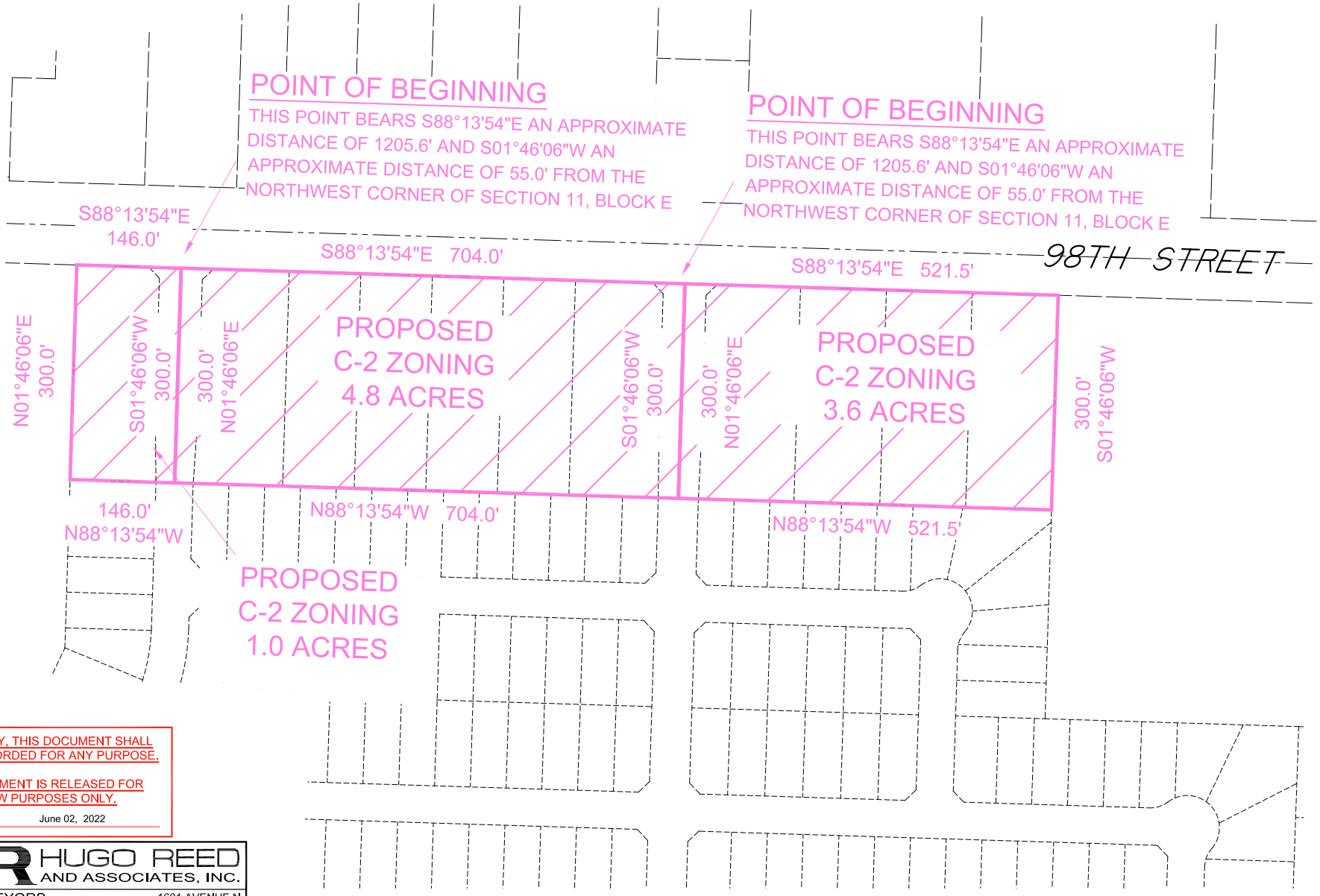
HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760

1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

PROPOSED C-2 ZONING

LOCATED IN SECTION 11, BLOCK E



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RELEASE DATE: June 02, 2022

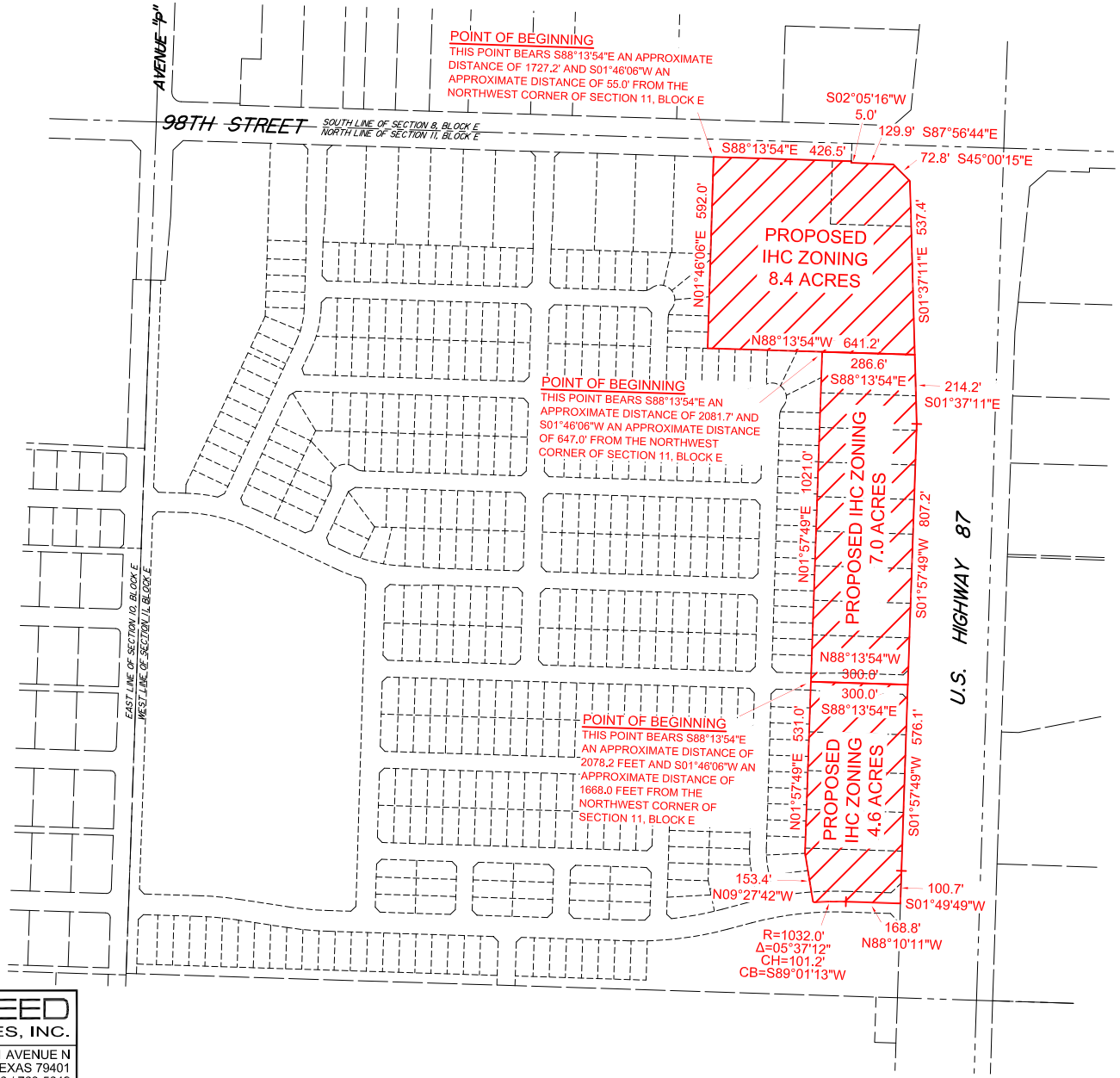
HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760

1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

PROPOSED IHC ZONING

LOCATED IN SECTION 11, BLOCK E



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RELEASE DATE: June 02, 2022

HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760

1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 909 98th Street

Lots/Tracts: See metes and bounds descriptions

Survey & Abstract: Section 11, Block E

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 140.3

Existing Land Use: Vacant Land Existing Zoning: Transitional Zoning

Requested Zoning: R-1A, A-1, C-2, and IHC Zoning

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Hugo Reed and Associates, Inc

Name: Terry Holeman

Address: 1601 Avenue N City: Lubbock State: Texas

ZIP Code: 79401 Telephone: 806-763-5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: 6/1/2022 Printed Name: Terry Holeman

Owner Information

Firm Name: Cotton Ridge Development LLC

Owner: Rick Bigham

Address: 4002 111th Street City: Lubbock State: Texas

ZIP Code: 79423 Telephone: 806-789-2423 Email: bcbpartner@gmail.com

Property Owner's Signature:

Date: 6/2/2022 Printed Name: Rick Bigham

Preparer Information

Preparer's Signature:

Date: Printed Name:

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

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 email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3466***

In Favor ___

Opposed X

Reasons and/or Comments:

We literally just paid our home off. Been here since 2003. Now City is all around us. Please do not put apartments/houses in the only field left. That is all. Thanks.

We know our opinion does not matter when we do not own the field. We just oppose.

Print Name Elizabeth & Rocky Daniel

Signature: Elizabeth Daniel

Address: 1605 CR 7230

Address of Property Owned: 1605 CR 7230

Phone Number: 806 239-8180

Email: elizabeth.daniel2022@outlook.com

Zone Case Number: **3466** R162522 Recipient 33 of 33

DANIEL ROCKY D & ELIZABETH S
1605 CR 7230

LUBBOCK TX 79423

RECEIVED
JUN 28 2022
BY:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 3): Consider Ordinance No. 2022-O00110, for Zone Case 1427-A, a request of Toni Burns for The Baptist Church College Property, for a zone change from Two-Family District (R-2) to Family Apartment District (A-1), at 4601 and 4605 39th Street and 4602 40th Street, College Heights Addition, Block 20, Lots 1-2 and Lot 12 and the east 35 feet of Lot 11.

Item Summary

On July 26, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 7, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 1427-A
Staff Report 1427-A
Documentation 1427-A

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. 1427-A; A ZONING CHANGE FROM R-2 TO A-1 ZONING DISTRICT AT 4601 AND 4605 39TH STREET AND 4602 40TH STREET, COLLEGE HEIGHTS ADDITION, BLOCK 20, LOTS 1-2 AND LOT 12 AND THE EAST 35 FEET OF LOT 11, 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, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the 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 2040 Future Land Use Plan, which protects the 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 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. 1427-A

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-2** to **A-1** zoning district at **4601 and 4605 39th Street and 4602 40th Street, College Heights Addition, Block 20, Lots 1-2 and Lot 12 and the east 35 feet of Lot 11,** City of Lubbock, Lubbock County, Texas.

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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC1427-A
July 7, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 1427-A
City Council Meeting	July 26, 2022

Applicant Toni Burns

Property Owner The Baptist Church College Property

Council District 3

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- December 15, 1949, Ordinance No. 949: This property was annexed and zoned One Family District (A).
- April 6, 1955, Ordinance 1695: This zoning on this property was converted from District A to Single-Family District (R-1).
- June 9, 1966, Zone Case 1427, Ordinance No. 5023: This property was rezoned from R-1 to Two-Family District (R-2).
- June 2, 2022: The Planning and Zoning Commission heard a request to rezone the property from R-2 to Family Apartment District (A-1) and postponed the request to the July 7, 2022 meeting by a unanimous vote.
- July 7, 2022, Zone Case 1427-A: The Planning and Zoning Commission recommended approval for zone change from Two-Family District (R-2) to Family Apartment District (A-1) by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 33
- Received In Favor: 15 (5 from outside the notification boundary)
- Received In Opposition: 0

Site Conditions and History

The subject properties were platted as College Heights Addition, Block 20, Lots 1-2 and lot 12 and the east 35 feet of Lot 11 in 1946. The property at 4605 39th Street was developed with a residential home in 1963 and the property at 4601 39th Street was developed with a church in 1963. The property at 4602 40th has remained vacant and used as an additional parking lot for the church.

Adjacent Property Development

The properties surrounding the home, church, and parking lot are developed with single-family residential homes zoned R-1.

Zoning Request and Analysis

Item Summary

The subject properties are located at 4605 and 4601 39th Street and 4602 40th Street, south of 39th Street, west of Salem Avenue, and north of 40th Street. The applicant requests a zone change from Two-Family District (R-2) to Family Apartment District (A-1).

Current zoning: **Two-Family District (R-2)**

Requested zoning: **Family Apartment District (A-1)**

Intent Statements
The intent of the current R-2 zoning is, "… to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in accordance with the intent of the comprehensive plan, may provide a "buffer" district between low-density and high-density or non-residential districts."
The intent of the proposed A-1 zoning is, "… to promote medium-density, multiple-occupancy development. The regulations are designed to promote family-oriented development which provides the occupants with the proper environmental quality, and compatibility with lower-density development. The purpose of this district is not to isolate multi-family units, but to encourage compatible residential land uses through effective planning and urban design. When adjacent to "RR," "R-1," "R-1A," or "R-2" zoned property, the proposed development in this district shall be so designed to provide for maximum compatibility with adjacent development. Architectural design, landscaping, screening, and parking areas shall be properly provided to ensure maximum protection of lower-density uses."

Traffic Network/Infrastructure Impacts
The proposed rezoning location is along 39th Street, Salem Avenue and 40th Street, which are all designated as Local Streets by the Master Thoroughfare Plan, 2018. The primary function of a Local Street is to provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for "Residential Low Density" land uses. Although, the proposed zone change to A-1 is not consistent with this designation, the lots are not large enough for a traditional apartment complex. The applicant intends to develop three to four units for temporary stays for guests of the church, such as missionaries.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate for this area.

Suitability of Property for Allowed Uses
The property is suitable for the proposed use and will not need additional public improvements to support the intensity of uses described in A-1 zoning district.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Responses

Staff Contacts

Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 1427-A

Allowable Uses: Family Apartment District (A-1)

Transportation: The proposed development has point of access from 39th Street, 40th Street and Salem Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
39th Street, *Local Street, Completed*	R.O.W. 60 feet, two-lane, undivided, paved	R.O.W. 60 feet, two-lane, undivided, paved
40th Street, Local Street, Completed	R.O.W. 60 feet, two-lane, undivided, paved	R.O.W. 60 feet, two-lane, undivided, paved
Salem Avenue, Local Street, Completed	R.O.W. 60 feet, two-lane, undivided, paved	R.O.W. 60 feet, two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

4.4 **District 3**

Case 1427-A: Toni Burns for The Baptist Church College Property

Request for a zone change from Two-Family District (R-2) to Family Apartment District (A-1), at:

- 4601 and 4605 39th Street and 4602 40th Street, College Heights Addition, Block 20, Lots 1-2 and Lot 12 and the east 35 feet of Lot 11.

PLANNER ASHLEY PADILLA stated there were thirty-three (33) notifications sent out and two (2) returned in favor. Staff shared the location of the property including pictures, and maps, and discussed the surrounding property. Staff recommends approval of the request.

APPLICANT TONI BURNS, 11120 Detroit Avenue, with the Adventures in Mission Program, advised they run an apprentice missionary program, where students come from all over the world. Since 1973 they have had 2,230 students come through the program. There is a total of 196 missionary sites in which

students go to serve, 111 of them are foreign and 85 are here stateside. The students' missionary work is for 13-24 months.

The students have been renting apartments in a complex that one of the program supporters owned, but they have sold to a company with has decided to raise the rent of the apartments by $20,000 a year so they have decided to make the investment to make student living possible for the program.

The students that attend the program are from the ages of 18-24 years old. They have the following rules: no drinking, no drugs, and a curfew. Most of the students do not own cars, as they have sold them to attend the program.

There are two other offers on the property if this request does not get approved. The other interested parties want to provide low incoming housing on the subject property.

BOARD MEMBER JORDAN WHEATLEY asked if the church on the property will remain. Mrs. Burns stated the church is no longer operating and is included with the property for sale.

OPPOSITION PATRICK METZE, 4602 39th Street stated that there is going to be a total of 22 two-bedroom duplexes. He is not against what the church is doing but he is concerned about changing the character of his neighborhood. He also is concerned that it will affect the value of his home.

TONI BURNS provided a petition with 18 residents in favor and 5 individuals at the meeting raised their hands to show that they are in favor of the request.

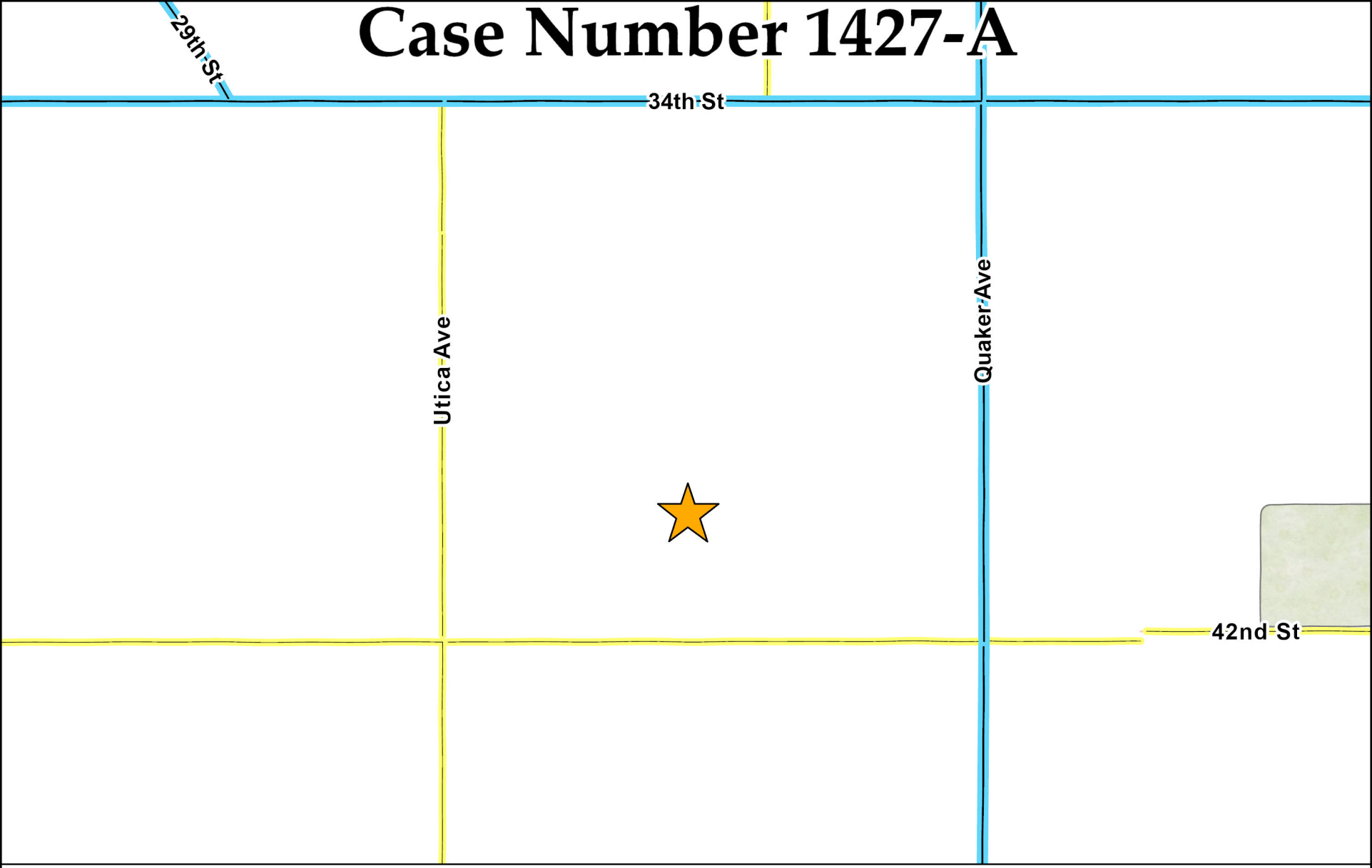
BOARD MEMBER JORDAN WHEATLEY stated he likes the elevations provided; they look like townhomes. He is in favor of infill development and the Building Safety Department will dictate what happens with permits and parking.

BOARD MEMBER JAMES BELL stated he is happy to see a site plan; it sets his mind at ease since last month he felt that there were too many variables unanswered.

BOARD MEMBER SUSAN TOMLINSON stated the plans look good and she is comfortable that the majority of the neighborhood is in support. The property is already zoned R-2 for duplexes. The site plan provided is a more fully developed plan with direction.

In the matter of **Zone Case 1427-A,** a motion was made by **SUSAN TOMLINSON** and seconded by **TANNER NOBLE** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 1427-A



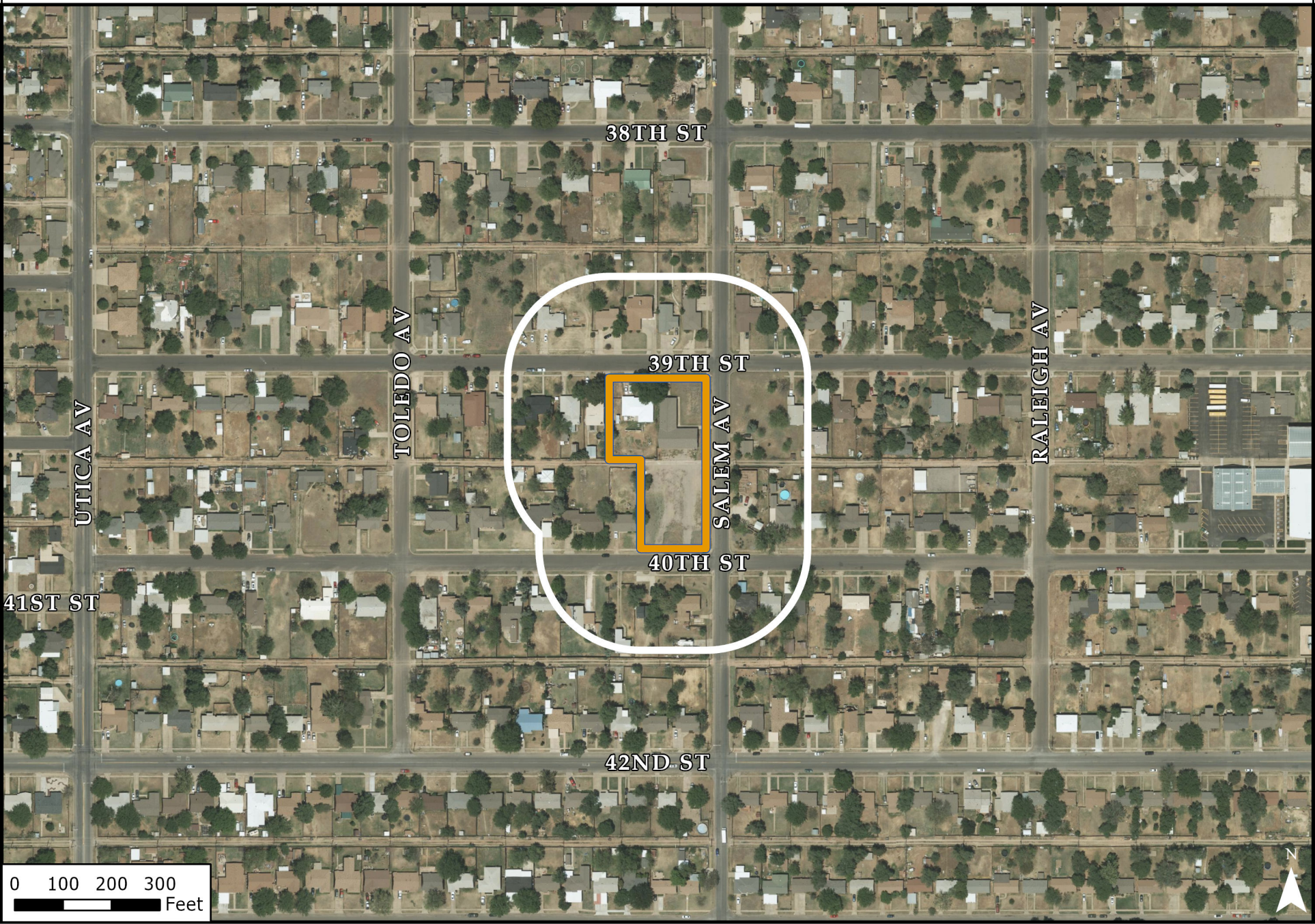
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

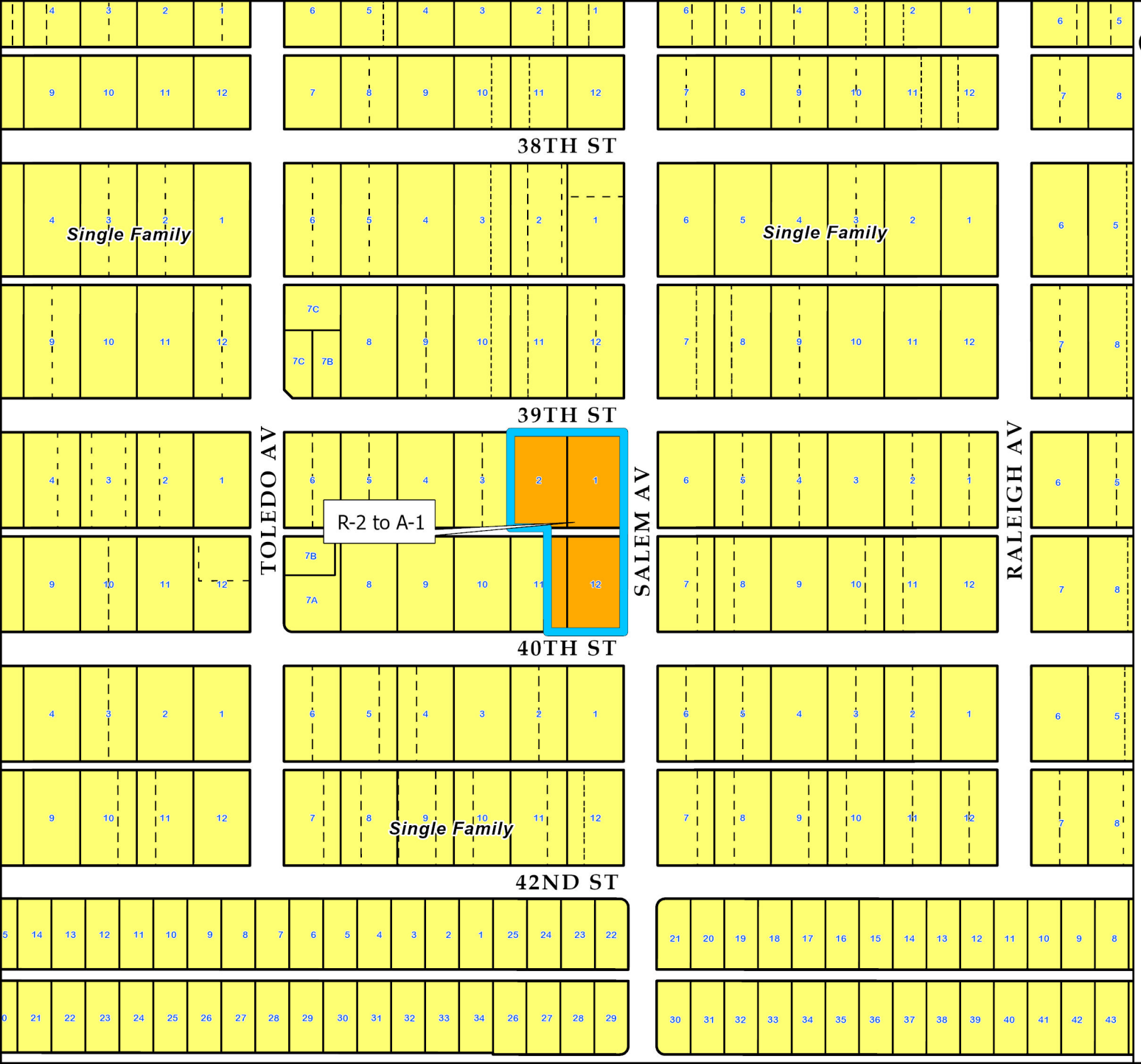
N
W E
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Date Exported: June 2022


PZC Mailout
Notifications Received
N
Legend
LocatorPnt1427_A
MailoutBuffer1427_A
<all other values>
Notification Result
In Favor
No Feedback
Opposed
39TH ST
SALEM AVE
40TH ST
0
80
160
320 Feet
Created by Planning Department
Date: 7/8/2022

Case Number 1427-A





Current Zoning
1427-A
Zoning Districts

Single Family

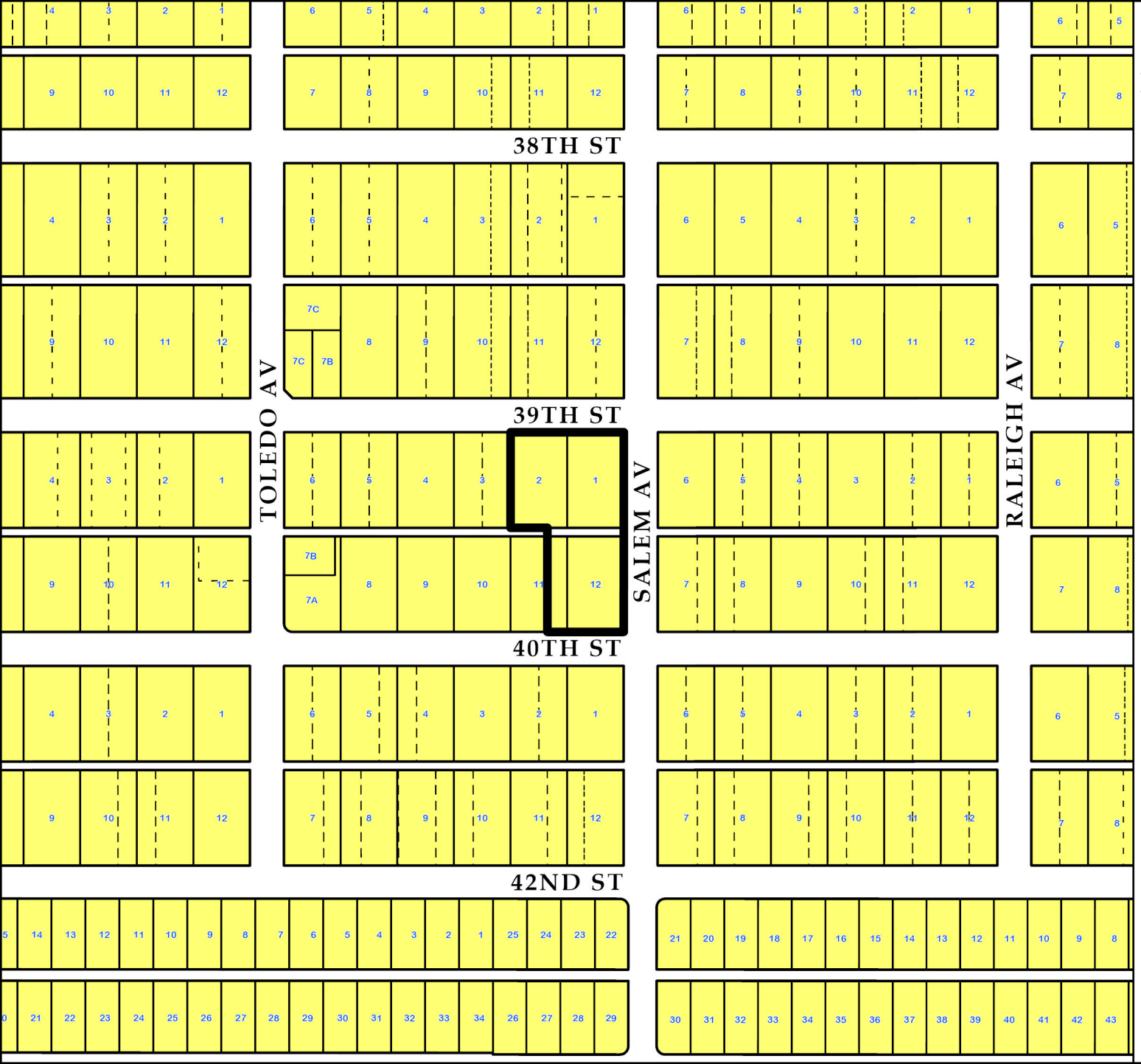
Two Family

N

0 150 300 Feet

City of Lubbock TEXAS

Date Exported: June 2022



Future Land Use Plan
Case 1427-A

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 150 300 Feet

City of Lubbock TEXAS

Date Exported: June 2022

1427-A



Subject property. View to the south 4601 39th Street.



Subject property. View to the south 4605 39th Street.



View to the east from 39th Street.



View to the west from 39th Street.

1427-A



Subject property. View to the south 4602 40th Street.



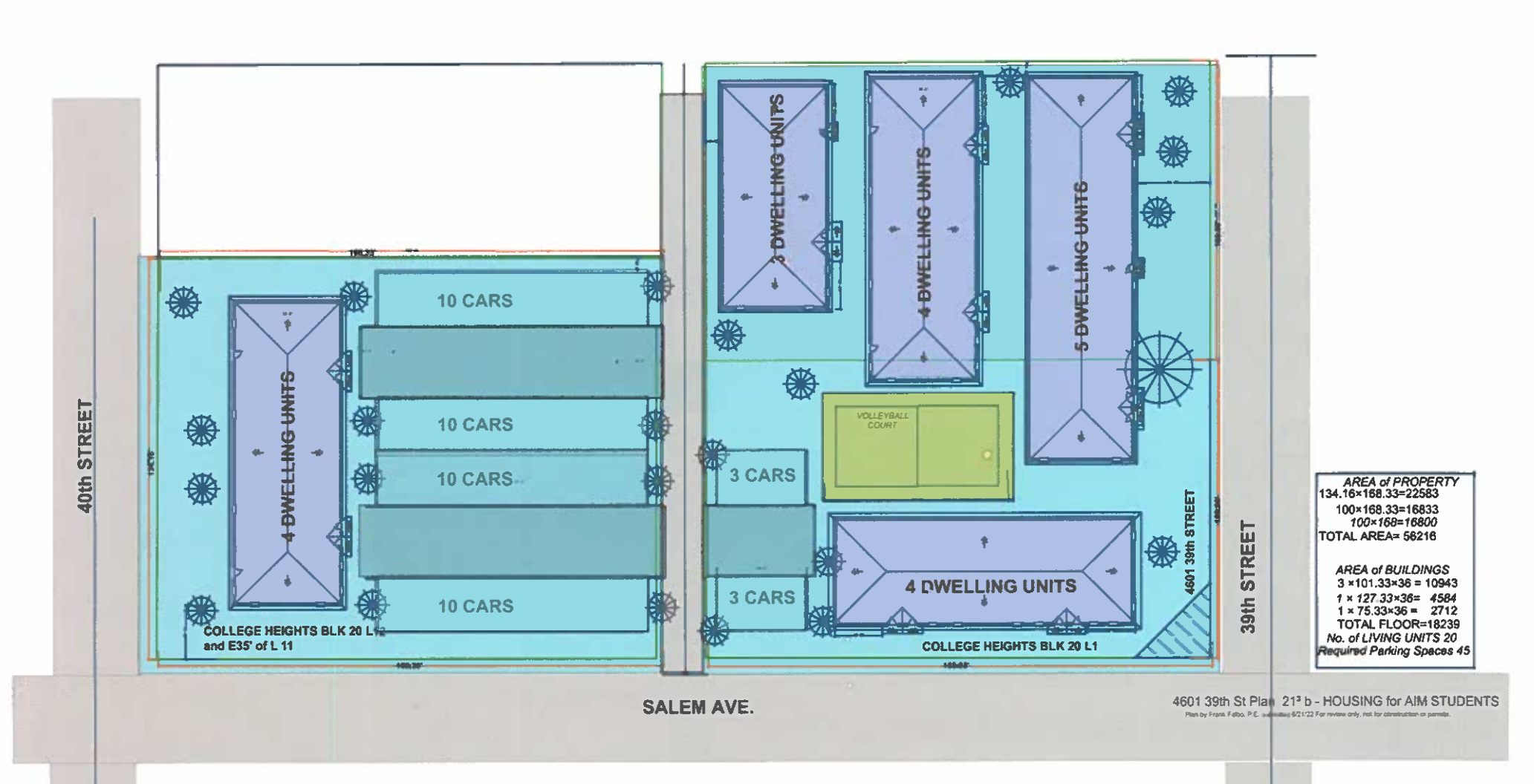
View to the west.



View to the north.



View to the east.


40th STREET
39th STREET
SALEM AVE.
4 DWELLING UNITS
10 CARS
10 CARS
10 CARS
10 CARS
COLLEGE HEIGHTS BLK 20 L12
and E35' of L 11
3 DWELLING UNITS
4 DWELLING UNITS
5 DWELLING UNITS
VOLLEYBALL COURT
3 CARS
3 CARS
4 DWELLING UNITS
4601 39th STREET
COLLEGE HEIGHTS BLK 20 L1
AREA of PROPERTY
134.16×168.33=22583
100×168.33=16833
100×168=16800
TOTAL AREA= 56216
AREA of BUILDINGS
3 ×101.33×36 = 10943
1 × 127.33×36= 4584
1 × 75.33×36 = 2712
TOTAL FLOOR=18239
No. of LIVING UNITS 20
Required Parking Spaces 45
4601 39th St Plan 21³ b - HOUSING for AIM STUDENTS
Plan by Frank Falbo, P.E. submitted 6/21/22 For review only, not for construction or permits.

Floor plan


BATH
BEDROOM # 1
10' x 11'
KITCHEN
11' x 13'
BATH
DINING
8' x 13'
LIVING ROOM
12' x 13'
BEDROOM # 2
10' x 11'
PORCH
Copyright: PlanSource, Inc



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 4601 39th St, 4605 39th St & 4602 40th St

Lots/Tracts: COLLEGE HTS BLK 20 L1, COLLEGE HTS BLK 20 L2, COLLEGE HTS BLK 20 L12 & E 35' OF 11

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request:

Existing Land Use: RESIDENTIAL MIX Existing Zoning: R-2

Requested Zoning: A-1

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name:

Name: TONI BURNS

Address: 2405 W LOOP 289 City: Lubbock State: TX

ZIP Code: 79407 Telephone: 806-224-5911 Email: toni@exitlubbock.com

Applicant's Signature: Toni M Burns

Date: 4/20/2022 Printed Name: Toni Burns

Owner Information

Firm Name: The Baptist Church College Property

Owner: Dr Ricky & Karin Honea

Address: 4601, 4605 39th, 4602 40th City: Lubbock State: TX

ZIP Code: 79414-2811 Telephone: 806 438 4856 Email: drhonea@gmail.com

Property Owner's Signature: Karin Honea

Date: 04-24-2022 Printed Name: DR Ricky Honea Karin Honea

Preparer Information

Preparer's Signature: Toni Burns Toni M Burns

Date: 4/28/22 Printed Name: Toni Burns

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

H27-A

Case 1427-A

To Whom It May Concern

A notice was recently posted in the Avalanche Journal requesting a zoning change in the 4600 block of 39th and 40th streets.

This is the location of College Heights Baptist Church, which has served the College Heights neighborhood for over 70 years. As we are aware, times change and demographics shift. Unfortunately, this faithful little church has not survived the times.

I have become aware of the purpose for the zone change. A "not-for-profit" group has proposed to construct housing for missionary students of the "Ventures in Missions" program of the Summit International Bible Institute.

I believe that this change should be approved. I endorse it completely. I believe it will be good for the neighborhood as well continue the spiritual mission of the original founders of the church.

Clyde L Reams
4618-40th
Lubbock Texas 79414
806-441-5963

(I have lived in this neighborhood for 44 years)

Sunday, June 5, 2022

To whom it may concern

District 3 Case 1427-A
4601, 4605 39th street and 4602 40th street, College Heights Addition.

My name is Karin Honea. I have lived at 4605 39th street for over 5+ years. I have a love for our church ministry, our neighborhood, and our city. We have relocated our preaching ministry to 8212 Ithaca in the Megaron building on Sundays and Wednesdays.

Several factors influenced our decision to sell the property at 4601 39th street and 4602 40th street over the last 2 years:

* Covid effected our ministry when we were not able to assemble publicly.
* Many of our members, experienced illness, death, and loss of jobs. This resulted in extreme loss of financial support to the point it has become impossible to maintain the building financially.
*My husband has been the Sr pastor for over 37 years, and he has become extremely ill and is not physically able to maintain the building and or the grounds.
* The parking lot has been deteriorated considerably.
* The building needs many needed repairs.

It is our desire to have another ministry come in to continue the work of God for this area.
There is a proposal from a non-profit group to build dormitories for students of the "Adventure in Missions" program of the Sunset International Bible Institute.

The students will have curfews with no tobacco, no alcohol, no drugs, and they must do community services. They will also be responsible in the caring of the property grounds.

I know that the rebuilding of the structures will enhance the neighborhood and surrounding neighborhoods and our city.

I wholeheartedly support the change in our neighborhood. I believe this change will be good for the entire neighborhood and that it will continue the mission of the founders of College Heights Baptist Church. To further the Gospel and to bless our city.

KH 06/05/2022

Sunday, June 5, 2022

To whom it may concern.

District 3 Case 1427-A
4601, 4605 39th street and 4602 40th street, College Heights Addition.

My name is **Dr Rickey Honea (**known as **Dr H or Preach)** and I have lived at **4605 39th street** for over **37 years.** I have a love for our church ministry, neighborhoods, and our city. I have been the Sr Pastor of College Heights Baptist Church located at **4601 39th street and 4602 40th street for 37 years** and I am still functioning as senior pastor at this time.

Even though we have closed the building and placed the property up for sale; for now, we have relocated our preaching ministry **to 8212 Ithaca in the Megaron building** on Sundays and Wednesdays. Please note that we are in the process of relocating to a place that we can afford. https://LYITL.org

For the record, I quit taking a salary in 1995 because the church was not able to maintain a financial salary for me. This has been a labor of love for me. I chose to keep pastoring and reaching out with the Gospel of Jesus Christ without pay to our neighborhoods and our city.

Several factors influenced our decision to sell the property at 4601, 4605 39th street and 4602 40th street over the last 2 years:

* Covid effected our ministry, and we were not able to assemble publicly.
(Being a small congregation), this was devastating to our ministry.
* Many of our members, experienced illness, death, and loss of jobs. This resulted in extreme loss of financial support to the point it has become impossible to maintain the building financially.
*As Sr pastor for over 37 years, I now have become extremely ill for the last 17 months from having shingles and then covid. I have been under a doctor's care, and I am not physically able to maintain the building and or the grounds. Nor do we have the manpower to do the same.
* The parking lot has been deteriorated considerably.
* The building at 4601 39th street needs many needed repairs.
* The building at 4605 39th street needs many needed repairs.

It is our desire to have another ministry come in to continue the work of God for this area.

There is a proposal from a non-profit group to build dormitories (not apartments) for students of the "Adventure in Missions" https://aim.sunset.bible program of the Sunset International Bible Institute. This is not apartments but dormitories of a great ministry.

The students will have curfews with no tobacco, no alcohol, no drugs, and they must do community services. They will also be responsible in the caring of the property grounds.

I know that the rebuilding of the structures will enhance the neighborhood and surrounding neighborhoods and our city.

Please note that I have added pictures of our properties at **4601 39th, 4605 39th street & 4602 40th**, our neighborhoods, and the cars that already line our streets in the neighborhood.

I have also attached pictures (pages 3-19) of properties in our neighborhood that do have apartments and that do complement the neighborhoods that we live in.

You will also see where Bethany Baptist church, just down the street from us, also has housing on their properties for workers.

I wholeheartedly support the change in our neighborhood. I believe this change will be good for the entire neighborhood and that it will continue the mission of the founders of College Heights Baptist Church. To have dormitories that are regulated, funded, and controlled by such a reputable organization and flourishing ministry as the Church of Christ, that they have proven over decades of serving our community and to have our community's best interest at heart.

That fact is, that the building and property is, and will be, for sale.

Whether a drug rehab, church, daycare etc... The property is up for sale.

There is no guarantee that any of our neighbors or ministries will be in the neighborhood in the days and years to come. With life, change will always happen.

It is my prayer and petition that you will pass this zoning change for **Case 1427-A.**

May God's will and grace lead us all, as we seek to bring glory and honor to Him.

To further the Gospel and to bless our city.
https://LYITL.org

Dr H (Dr Rickey Honea) Sr Pastor 806-438-4856
4605 39th street, Lubbock, Texas 79414-2811

To neighbors College Heights neighborhood and friends

My name is Clyde. My family has lived in this neighborhood since 1977 and have no plans to move from College Heights.

You may have received a letter from the City of Lubbock concerning a request for zoning change for the property now occupied by the College Heights Baptist Church. This faithful church has served this neighborhood since about 1950. However, times change and demographics shift. That change and shift has resulted in the church being closed.

There is a proposal from a not-for-profit group to build housing for students of the Adventures In Missions program of the Sunset International Bible Institute. I have been in discussion with the organizers of the project. They assure me of the quality of students who will occupy the dwellings.

I whole heartedly support this change in our neighborhood. I believe this change will be good for the neighborhood and continue the mission of the original founders of the church.

CR 05-23-22

This is a petition for the City of Lubbock Zoning Board to vote IN FAVOR OF A CHANGE to the zoning of 4601 & 4602 39th Street, known as "College Heights Baptist Church" FROM the existing zone of "2-Family Dwelling" TO "Multi-Family Dwelling." I have been informed of the new owners plans and I SUPPORT THIS CHANGE.

	NAME	ADDRESS	PHONE NUMBER
1	Dr Ricky Honea	4601 39th St	806-438-4856
2	Karin Honea	4605 39th St	806-401-7700
3	Rita Gray	4606 39th St	806 445-2779
4	Edward Martinez	4615 39th St	806 317-6603
5	Jacinta Rocha	4622 39th St	806 789 3541
6	Steve Overvider	4604 39th st	806 853-8313
7	Dennis Harvey	3909 SALEM	806 793 5246
8	Charles Hastings	3541 35411 7L	806 441-0888
9	Sylvia Reyes	4608 40th	806-445-8459
10	Clyde L Reams	4618-40th	806-441-5963
11	Jordan Thompson	4615-40th ST	806-681-8941
12	Morris T. George	4611-40th	806-241-0116
13	Mark Iselin	4609-40th	806-549-2775
14			
15			
16			
17			
18			

This is a petition for the City of Lubbock Zoning Board to vote IN FAVOR OF A CHANGE to the zoning of 4601 & 4602 39th Street, known as "College Heights Baptist Church" FROM the existing zone of "2-Family Dwelling" TO "Multi-Family Dwelling." I have been informed of the new owners plans and I SUPPORT THIS CHANGE.

	NAME	ADDRESS	PHONE NUMBER
1	Deborah J. Board	~~4305~~ ~~43rd~~ St. 79414	806-317-2~~5~~4
2	Jim Cook	4428 43rd St. 79414	817-253-7673
3		4511 43rd St 79414	806-473-5493
4		4511 43rd St 79414	↑
5	Betty Tracy	4420 43rd St. 79414	806-773-4738
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 3): Consider Ordinance No. 2022-O00111, for Zone Case 1758-G, a request of Farzad Zahrouni, Lubbock Hookah Lounge for Plains Plaza Partnership, for a zone change from General Retail District (C-3) to Commercial District (C-4) Specific Use for a bar, at 5412 Slide Road, Suite 800, located south of 54th Street and west of Slide Road, Buster Long Addition, Lot 109A.

Item Summary

On July 26, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 7, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Planning and Zoning Commission

Attachments

Ordinance 1758-G
Staff Report 1758-G
Documentation 1758-G

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. 1758-G; A ZONING CHANGE FROM C-3 TO C-4 SPECIFIC USE FOR A BAR, AT 5412 SLIDE ROAD, SUITE 800, LOCATED SOUTH OF 54TH STREET AND WEST OF SLIDE ROAD, BUSTER LONG ADDITION, LOT 109A, 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. 1758-G

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 **C-3** to **C-4 Specific Use** for **a bar** zoning district at **5412 Slide Road, Suite 800, located south of 54th Street and west of Slide road, Buster Long Addition, Lot 109A,** City of Lubbock, Lubbock County, Texas.

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 **C-3** 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 **5412 Slide Road, Suite 800, located south of 54th Street and west of Slide road, Buster Long Addition, Lot 109A**, 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC1758-G
July 7, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 1758-G
City Council Meeting	July 26, 2022

Applicant Farzad Zahkouni- Lubbock Hookah Lounge

Property Owner Plains Plaza Partnership

Council District 3

Recommendations

- Staff recommends Approval of this request.

Prior Board or Council Action

- May 28, 1957, Ordinance No. 2535: The east side this property was annexed into city limits.
- August 22, 1957, Zone Case 648, Ordinance No. 2273: This property was zoned Single-Family District (R-1).
- September 11, 1958, Ordinance No. 2535: The west side of this property was annexed into city limits.
- October 14, 1971, Zone Case 1758, Ordinance No. 6177: This property was rezoned from R-1 to Local Retail District (C-2).
- June 9, 2005, Zone Case 1758-F, Ordinance No. 2005-O0057: This property was rezoned from C-2 to General Retail District (C-3).
- July 7, 2022, Zone Case 1758-G: The Planning and Zoning Commission recommended approval of a zone change from C-3 to Commercial District (C-4) Specific Use for a bar by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 9
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The property was originally platted as Buster Long Addition, Lots 109 and 110 on June 9, 1972, but was replatted as Lot 109-A on January 19, 2006. The existing retail center was built in 2007.

Adjacent Property Development

This property is surrounded by commercial buildings zoned Commercial District (C-4) and Local Retail District (C-2) to the north; commercial uses zoned Restricted Local Retail District (C-2A) to the east; a shopping center zoned General Retail District (C-3) to the south; and Buster Long Park zoned Single-Family District (R-1) to the west.

Zoning Request and Analysis

Item Summary

The subject property is located at 5412 Slide Road, Suite 800, south of 54th Street and west of Slide Road. The applicant is requesting a zone change from General Retail District (C-3) to Commercial District (C-4) Specific Use for a bar. This zone change would be limited to Suite 800.

Current zoning: **General Retail District (C-3)**

Requested zoning: **Commercial District (C-4) Specific Use for a bar**

Intent Statements
The intent of the current C-3 zoning is "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered."

The intent of the proposed C-4 zoning is "…to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered."

The intent of the proposed specific use zoning is "… to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used."

Traffic Network/Infrastructure Impacts
The location is along Slide Road, which is designated as a Principal Arterial and along 54th street, which is designated as a Local Street by the Master Thoroughfare Plan, 2018. Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic. Local Streets provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property
The proposed zone change and specific use are compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Commercial Use. The proposed zone change to C-4 would be consistent with the Future Land Use Plan as well as the Comprehensive Plan Principles.

Conformance with Zoning Ordinance
The proposed zone change and specific use are in conformance with the zoning ordinance. The property is located along a Principal Arterial and adjacent to other commercial zoning, which is an appropriate location for C-4 uses and specific use for a bar.

Suitability of Property for Allowed Uses
The property is suitable for commercial uses and a bar. Additional infrastructure improvements would not be necessary.

Attachments

A. Case Information
B. Thoroughfare Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documentation

Staff Contacts

Gregory Hernandez
Planner
Planning Department
806-775-3147
ghernandez@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 1758-G

Allowable Uses: Commercial District (C-4), Specific Use District

Transportation: The proposed development has point of access from 54th Street and Slide Road.

Thoroughfare	Existing	Per Thoroughfare Development Plan
54th Street, *Local Street, Completed*	R.O.W. 60 feet, two-lane, undivided, paved	R.O.W. 60 feet, two-lane, undivided, paved
Slide Road, Principal Arterial, Completed	R.O.W. 120 feet, seven-lane, undivided, paved	R.O.W. 120 feet, seven-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

4.6 **District 3**

Case 1758-G: Farzad Zahrouni- Lubbock Hookah Lounge for Plains Plaza Partnership

Request for a zone change from General Retail District (C-3) to Commercial District (C-4) Specific Use for a bar, at:

- 5412 Slide Road, Suite 800, located south of 54th Street and west of Slide road, Buster Long Addition, Lot 109A.

PLANNER GREG HERNANDEZ stated there were nine (9) notifications sent out and zero (0) returned. Staff shared the location of the property including pictures, and maps, and discussed the surrounding property. Staff recommends approval of the request.

CHAIR ZACH SAWYER asked if the request was to rezone the whole building. **MR. HERNANDEZ** answered the request only applies to Suite 800, not the entire building.

BOARD MEMBER SUSAN TOMLINSON asked what other businesses are in the shopping center, which the staff provided.

APPLICANT VINNY MONDAVI 4716 Cherokee Trail, Amarillo TX, representing his uncle, Mr. Zahrouni, advised he wants to be able to offer liquor at his establishment. Customers that come in ask for

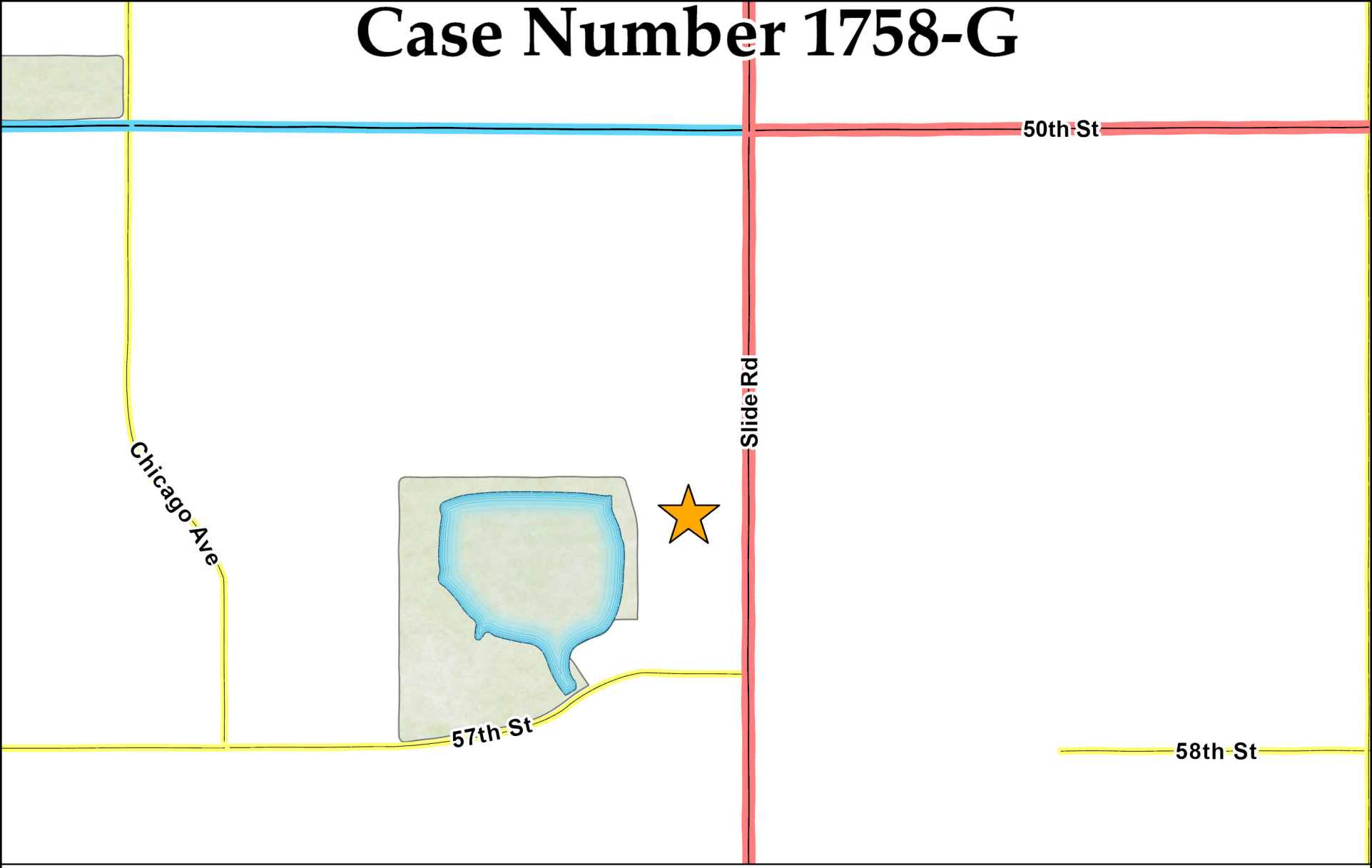
liquor and as soon as he tells them they cannot provide it, they turn around and leave. It is costing him business and money.

No one spoke in opposition to the request.

FAVOR TREY STRANGE 5145 Aberdeen Avenue, owner of the Silver Bullet, stated that he has known the owner since he has been in business. He owns a bar that is located within walking distance and is fine with another bar being in the same vicinity.

In the matter of **Zone Case 1758-G** a motion was made by **SUSAN TOMLINSON** and seconded by **TANNER NOBLE** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 1758-G



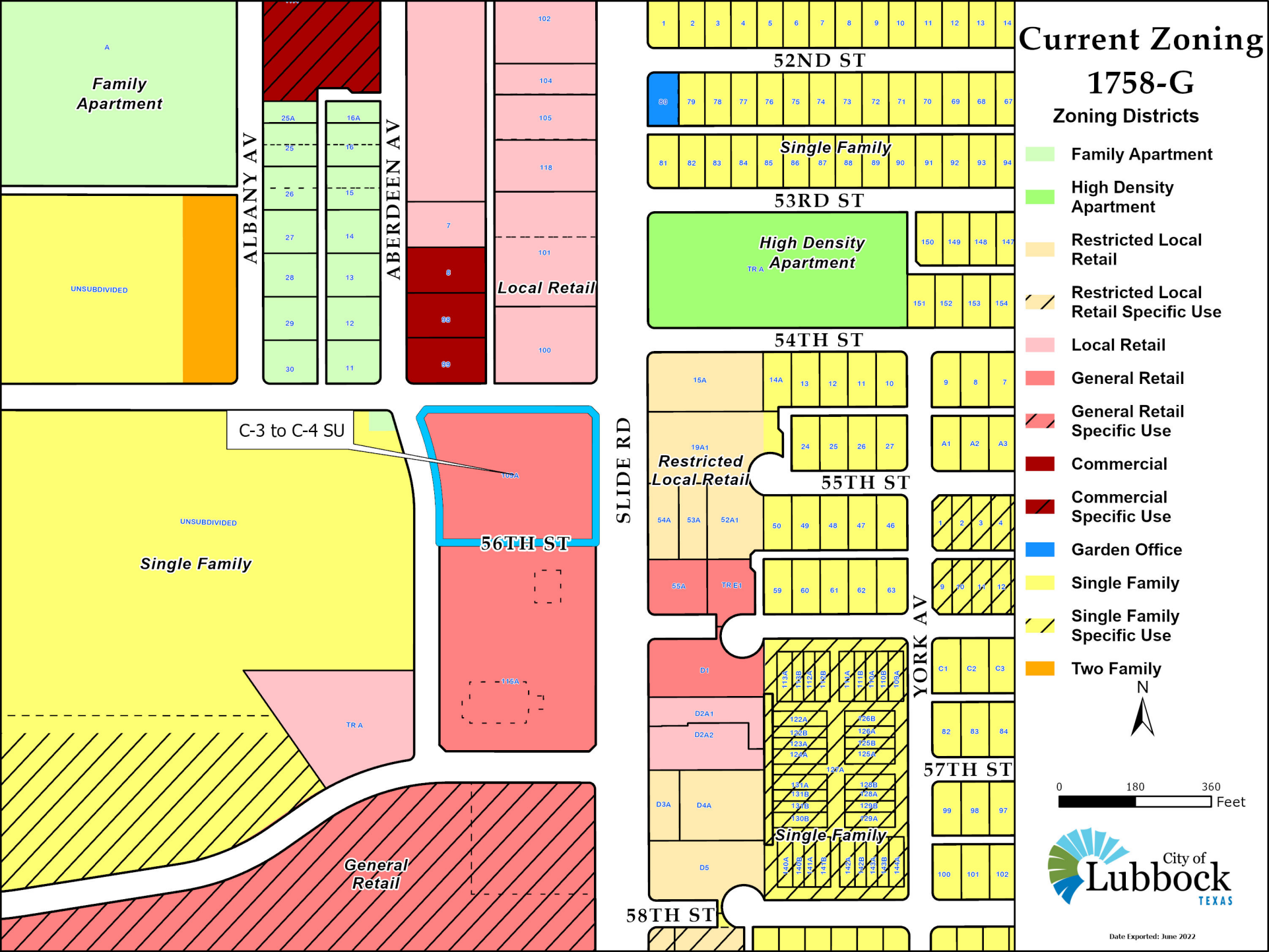
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

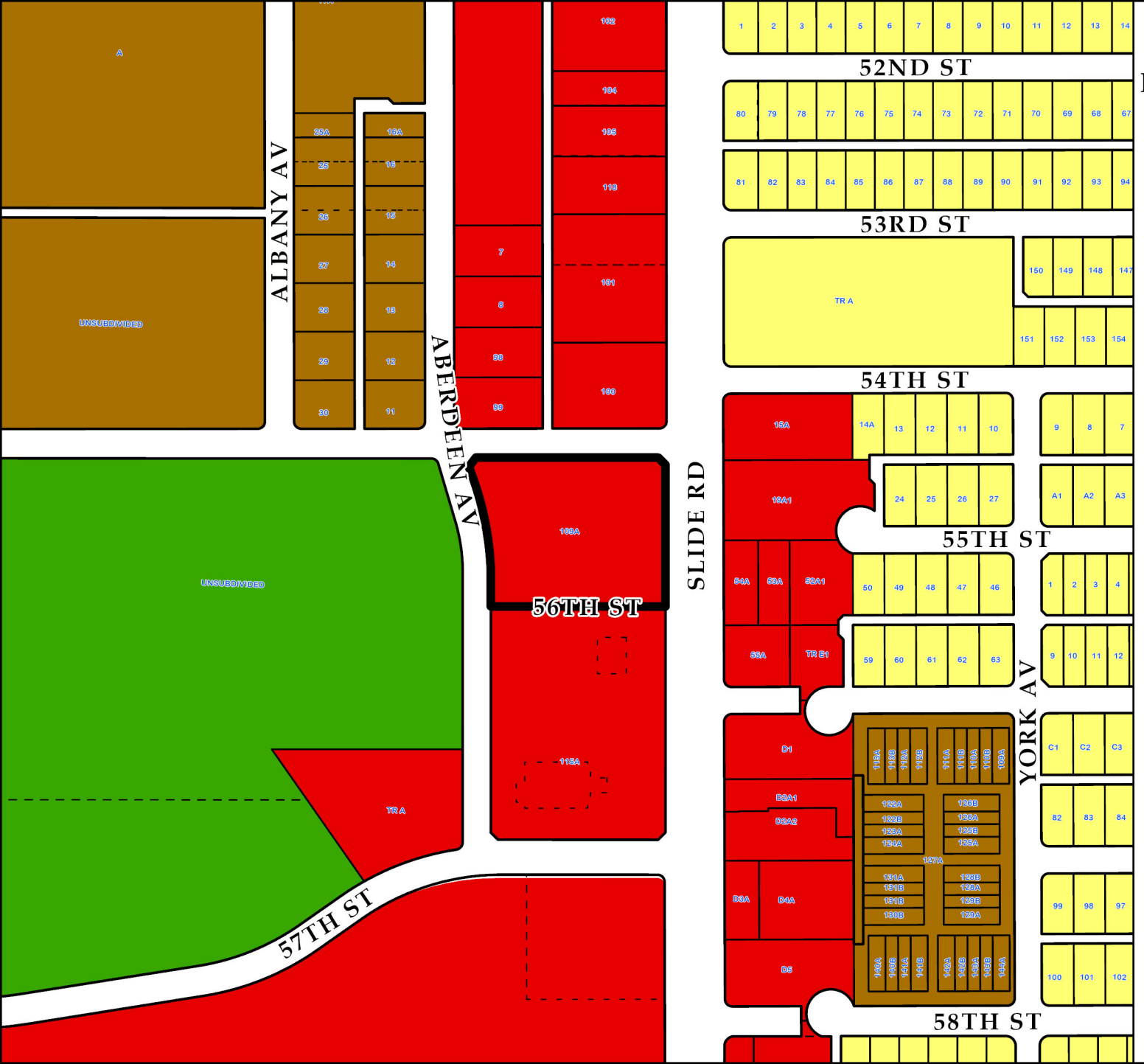
N
W E
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Date Exported: June 2022

Case Number 1758-G




Current Zoning
1758-G
Zoning Districts
Family Apartment
High Density Apartment
Restricted Local Retail
Restricted Local Retail Specific Use
Local Retail
General Retail
General Retail Specific Use
Commercial
Commercial Specific Use
Garden Office
Single Family
Single Family Specific Use
Two Family
N
0
180
360
Feet
City of Lubbock TEXAS
Date Exported: June 2022
Family Apartment
ALBANY AV
ABERDEEN AV
SLIDE RD
YORK AV
52ND ST
53RD ST
54TH ST
55TH ST
56TH ST
57TH ST
58TH ST
High Density Apartment
Local Retail
Restricted Local Retail
Single Family
General Retail
C-3 to C-4 SU
UNSUBDIVIDED
TR A



Future Land Use Plan
Case 1758-G

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

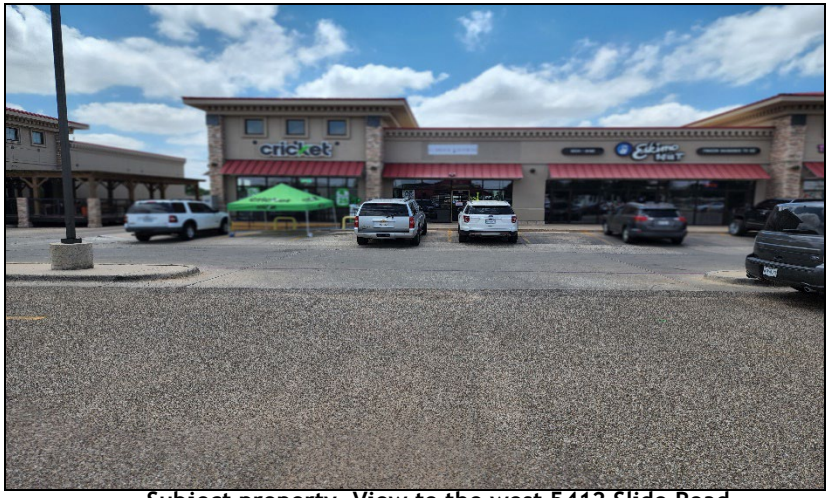
N

0 180 360 Feet

City of Lubbock TEXAS

Date Exported: June 2022

1758-G



Subject property. View to the west 5412 Slide Road Suite:800.



View to the south.



View to the east.



View to the north.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 5412 Slide RD #800

Lots/Tracts: Lot 9 Buster Long Addition

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☒ Total Acreage of Request: _____

Existing Land Use: Shopping Center Existing Zoning: C-3

Requested Zoning: C-4 for Space #800

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: FARZAD ZAHROUNI - LUBBOCK HOOKAH LOUNGE

Name: _____

Address: 1323 60th ST City: LUBBOCK State: TX

ZIP Code: 79412 Telephone: 806-500-0979 Email: _____

Applicant's Signature: _____

Date: 5/18/2022 Printed Name: FARZAD ZAHROUNI

Owner Information

Firm Name: Plains Plaza Partnership

Owner: Gerald Long / Betty Hargis

Address: 5106 B Slide Rd City: Lubbock State: TX

ZIP Code: 79414 Telephone: 806-789-8676 Email: Lisaq@nts-online.net

Property Owner's Signature: Gerald Long

Date: 5-19-22 Printed Name: GERALD LONG

Preparer Information

Preparer's Signature: _____

Date: _____ Printed Name: _____

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 3): Consider Ordinance No. 2022-O00112, for Zone Case 1771-C, a request of Big Cat Properties, Inc. for Buslon, Inc., for a Specific Use for a Game Room on property zoned Commercial District (C-4), at 5145 Aberdeen Avenue, located east of Aberdeen Avenue and north of 54th Street, Buster Long Addition, Lots 8, 98, and 99.

Item Summary

On July 26, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 7, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 1771-C
Staff Report 1771-C
Documentation 1771-C

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. 1771-C; A ZONING CHANGE FROM C-4 TO C-4 SPECIFIC USE FOR A GAME ROOM, AT 5145 ABERDEEN AVENUE, LOCATED EAST OF ABERDEEN AVENUE AND NORTH OF 54TH STREET, BUSTER LONG ADDITION, LOTS 8, 98, AND 99, 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. 1771-C

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 **C-4** to **C-4 Specific Use** for **a game room** zoning district at **5145 Aberdeen Avenue, located east of Aberdeen Avenue and north of 54th Street, Buster Long Addition, Lots 8, 98, and 99,** City of Lubbock, Lubbock County, Texas.

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 **C-4** 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 **5145 Aberdeen Avenue, located east of Aberdeen Avenue and north of 54th Street, Buster Long Addition, Lots 8, 98, and 99**, 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC1771-C
July 7, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 1771-C
City Council Meeting	July 26, 2022

Applicant Big Cat Properties, Inc.

Property Owner Buslon, Inc.

Council District 3

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2535: The property was annexed and zoned Single-Family District (R-1).
- November 11, 1971, Zone Case 1771, Ordinance No. 6216: This property was rezoned from R-1 to Family Apartment District (A-1).
- July 10, 1980, Zone Case 1771-A, Ordinance No. 8065: This property was rezoned from A-1 to Local Retail District (C-2).
- June 12, 1997, Zone Case 1771-B, Ordinance No. 9994: This property was rezoned from C-2 to Commercial District (C-4) limited to trailer/truck rental, moving supply sales, and all permitted C-2 uses.
- July 7, 2022, Zone Case 1771-C: The Planning and Zoning Commission recommended approval of a Specific Use for a game room on property zoned C-4 by a vote of 7-0-0

Notification Summary

- Notifications Sent: 10
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

This property was platted as Buster Long Addition, Lots 8, 98, and 99 on July 17, 1981. The commercial structure was built in 1982.

Adjacent Property Development

This property is surrounded by apartments zoned Family Apartment District (A-1) to the west, commercial businesses zoned Local Retail District (C-2) to the east, vacant land zoned C-2 to the north, and a shopping center zoned General Retail District (C-3) to the south.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 5145 Aberdeen Avenue, east of Aberdeen Avenue and north of 54th Street. The applicant is requesting a Specific Use for a Game Room on property zoned C-4.

Current zoning: **Commercial District (C-4)**

Requested zoning: **Specific Use for a Game Room**

Intent Statements

The intent of the current C-4 zoning is "…to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered."

The intent of the proposed Specific Use is "…To provide limited flexibility for modern urban design, additional uses in this district are provided in the "specific use" section of this ordinance."

Traffic Network/Infrastructure Impacts
The property is located east of Aberdeen Avenue and north of 54th Street, which are designated as local streets. Local streets typically provide access to smaller destination oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property
The proposed Specific Use is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Zoning Ordinance
The proposed specific use is in conformance with the zoning ordinance and appropriate on property zoned C-4.

Suitability of Property for Allowed Uses
The property is suitable for the proposed use and should not require additional public improvements to support the intensity of this use.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Photos
F. Application and Supporting Documentation

Staff Contacts

Cassie Bermea
Planner
Planning Department
806-775-2096
cassiebermea@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 1771-C

Allowable Uses: Commercial District (C-4)

Specific Use

Transportation: The proposed development has a point of access from 54th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
54th Street *Local Street*	R.O.W. 60 feet, two-lane, paved	R.O.W. 60 feet, two-lane, paved
Aberdeen Avenue *Local Street*	R.O.W. 60 feet, two-lane, paved	R.O.W. 60 feet, two-lane, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

4.7 **District 3**

Case 1771-C: Big Cat Properties, Inc. for Buslon, Inc.

Request for a Specific Use for a Game Room on property zoned Commercial District (C-4), at:

- 5145 Aberdeen Avenue, located east of Aberdeen Avenue and north of 54th Street, Buster Long Addition, Lots 8, 98, and 99.

PLANNER CASSIE BERMEA stated there were ten (10) notifications sent out and zero (0) returned. Staff shared the location of the property including pictures, and maps, and discussed the surrounding property. Staff recommends approval of the request.

CHAIR ZACH SAWYER asked for clarification on which direction the property fronts. Staff advised it fronts the apartments to the west.

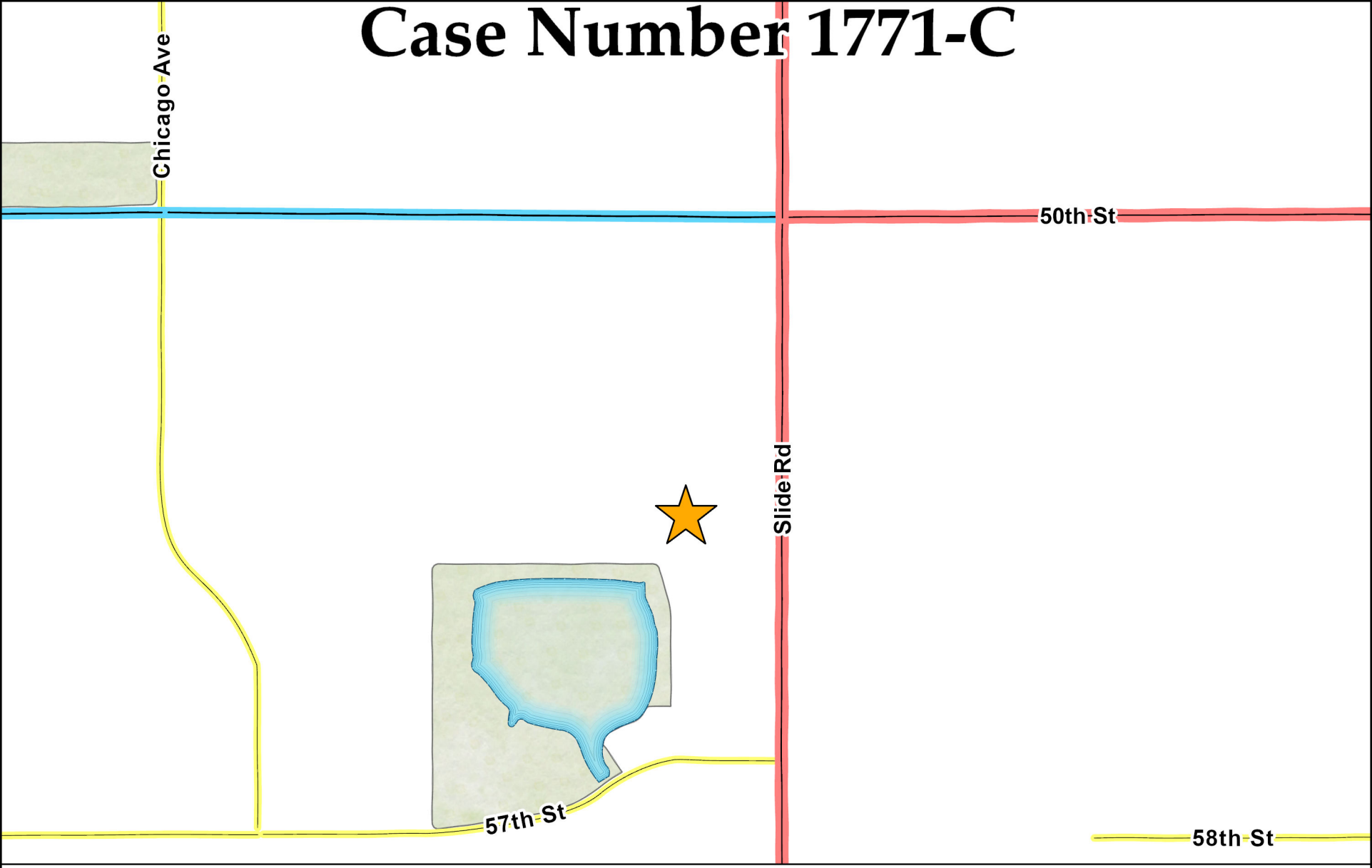
APPLICANT TREY STRANGE 5145 Aberdeen Avenue, advised he purchased the business on March 9, 2020 then due to Covid-19, he had to shut down for six months. He wants to add pool tables, jukeboxes, and Golden Tee video games to the business. It is a sports bar and they are celebrating its 40 year anniversary in September.

No one spoke in opposition or in favor of the request.

BOARD MEMBER JAMES BELL added that a lot of work has been done to the building since Mr. Strange has owned it.

In the matter of Zone Case **1771-C,** a motion was made by **JAMES BELL** and seconded by **BRANDON HARDAWAY** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 1771-C



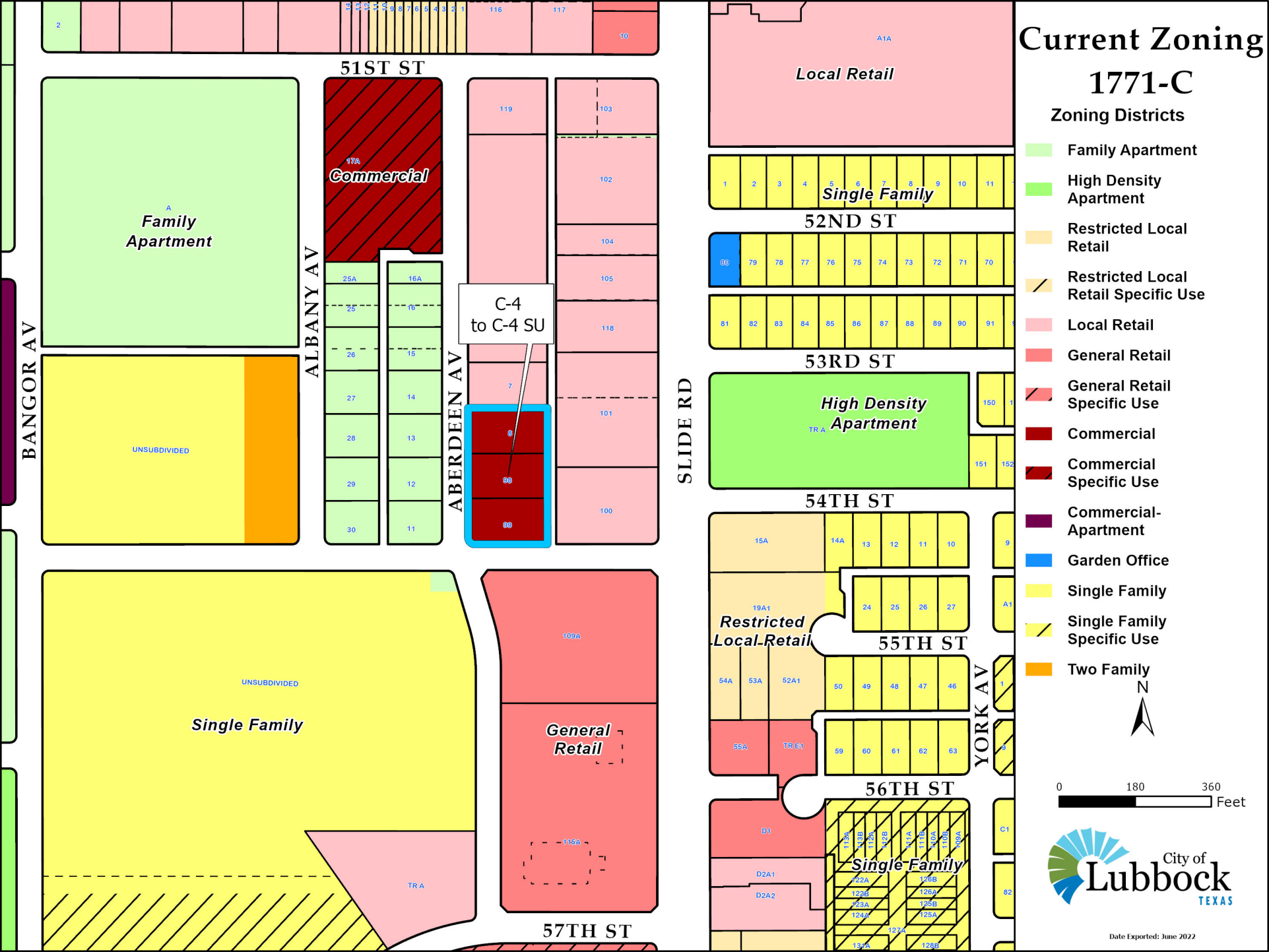
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: June 2022

Case Number 1771-C




Current Zoning
1771-C
Zoning Districts
Family Apartment
High Density Apartment
Restricted Local Retail
Restricted Local Retail Specific Use
Local Retail
General Retail
General Retail Specific Use
Commercial
Commercial Specific Use
Commercial-Apartment
Garden Office
Single Family
Single Family Specific Use
Two Family
N
0
180
360
Feet
City of Lubbock TEXAS
Date Exported: June 2022
51ST ST
52ND ST
53RD ST
54TH ST
55TH ST
56TH ST
57TH ST
BANGOR AV
ALBANY AV
ABERDEEN AV
SLIDE RD
YORK AV
C-4
to C-4 SU
Family Apartment
Commercial
Local Retail
Single Family
High Density Apartment
Restricted Local Retail
General Retail
UNSUBDIVIDED



North View



East View- Subject Property



South View.



West View.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 5145 Aberdeen Ave Lubbock, Tx 79414

Lots/Tracts:

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request:

Existing Land Use: Commercial Existing Zoning: C4

Requested Zoning:

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Big Cat Properties, Inc

Name: Silver Bullet Sports Grill & Bar

Address: 5145 Aberdeen Ave City: Lubbock State: TX

ZIP Code: 79414 Telephone: 806-782-4393 Email: trey.strange@mail.com

Applicant's Signature: Russell H Strange III

Date: 5-25-22 Printed Name: Russell H Strange III

Owner Information

Firm Name: Buslon INC

Owner: Gerald Long

Address: 5106 B Slide Rd City: Lubbock State: Tx

ZIP Code: 79414 Telephone: 806 789-8676 Email:

Property Owner's Signature: Gerald Long

Date: 5-25-22 Printed Name: Gerald LONG

Preparer Information

Preparer's Signature: Russell H Strange III

Date: 5-25-22 Printed Name: Russell H Strange III

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2022-O00113, for Zone Case 3465, a request of Hugo Reed & Associates, Inc. for Loop 88, LLC, for a zone change from Transition District (T) to Interstate Highway Industrial District (IHI), Family Apartment District (A-1) and Reduced Setback Single-Family District (R-1A) Specific Use for Garden Homes, at 401 146th Street and 202 East 146th Street, located north of Woodrow Road and east of U.S. Highway 87, on 758.9 acres of unplatted land out of Block E, Sections 19 and 20.

Item Summary

On July 26, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 7, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 3465
Staff Report 3465
Documentation 3465

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. 3465; A ZONING CHANGE FROM T TO IHI, A-1 AND R-1A SPECIFIC USE FOR GARDEN HOMES, AT 401 146TH STREET AND 202 EAST 146TH STREET, LOCATED NORTH OF WOODROW ROAD AND EAST OF U.S. HIGHWAY 87, ON 758.9 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTIONS 19 AND 20, 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, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the 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 2040 Future Land Use Plan, which protects the 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 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. 3465

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 **IHI, A-1 and R-1A Specific Use** for **Garden Homes** zoning district at 401 146th Street and **202 East 146th Street, located north of Woodrow Road and east of U.S. Highway 87, on 758.9 acres of unplatted land out of Block E, Sections 19 and 20,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

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 **T** 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 **401 146th Street and 202 East 146th Street, located north of Woodrow Road and east of U.S. Highway 87, on 758.9 acres of unplatted land out of Block E, Sections 19 and 20**, 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC3465
July 7, 2022

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

EXHIBIT "A"

PROPOSED R1-A SPECIFIC USE FOR GARDEN HOMES ZONING

METES AND BOUNDS DESCRIPTION of an approximate 699.1 acre tract of land located in Sections 19 & 20, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Southeast corner of this tract which bears N. 88°12'57" W. an approximate distance of 65.0 feet and N. 01°49'57" E. an approximate distance of 65.0 feet from the Southeast corner of Section 19, Block E;

THENCE N. 88°12'57" W. an approximate distance of 5230.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°53'40" E. an approximate distance of 1251.6 feet to a point;

THENCE N. 88°10'25" W. an approximate distance of 1182.0 feet to a point;

THENCE N. 01°53'40" E. an approximate distance of 268.0 feet to a point;

THENCE N. 11°44'14" W. an approximate distance of 1329.6 feet to a point;

THENCE N. 78°15'46" E. an approximate distance of 494.3 feet to a point;

THENCE N. 01°53'40" E. an approximate distance of 290.3 feet to a point;

THENCE N. 22°48'57" E. an approximate distance of 583.9 feet to a point;

THENCE N. 01°47'40" E. an approximate distance of 1381.3 feet to a point for the Northwest corner of this tract;

THENCE S. 88°08'59" E. an approximate distance of 809.0 feet to a point;

THENCE S. 88°12'20" E. an approximate distance of 3719.8 feet to a point for the most Northerly Northeast corner of this tract;

THENCE S. 01°49'37" W. an approximate distance of 355.5 feet to a point;

THENCE S. 88°10'23" E. an approximate distance of 1504.6 feet to a point for the most Easterly Northeast corner of this tract;

THENCE S. 01°49'57" W. an approximate distance of 4787.2 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for Loop 88 LLC
Contains: 699.1 Acres
June 1, 2022

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

EXHIBIT "A"

PROPOSED A-1 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 5.3 acre tract of land located in Section 20, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Southwest corner of this tract which bears N. 88°10'25" W. an approximate distance of 1271.8 feet and N. 01°49'35" E. an approximate distance of 1316.6 feet from the Southeast corner of Section 20, Block E;

THENCE N. 11°44'14" W. an approximate distance of 1568.6 feet to a point for the Northwest corner of this tract;

THENCE N. 78°15'46" E. an approximate distance of 152.0 feet to a point for the Northeast corner of this tract;

THENCE S. 11°44'14" E. an approximate distance of 1329.6 feet to a point;

THENCE S. 01°53'40" W. an approximate distance of 268.0 feet to a point for the Southeast corner of this tract

THENCE N. 88°10'25" W. an approximate distance of 91.4 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for Loop 88 LLC
Contains: 5.3 Acres
June 1, 2022

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

EXHIBIT "A"

PROPOSED IHI ZONING

METES AND BOUNDS DESCRIPTION of an approximate 54.5 acre tract of land located in Section 20, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Southeast corner of this tract which bears N. 88°10'25" W. an approximate distance of 1271.8 feet and N. 01°49'35" E. an approximate distance of 1316.6 feet from the Southeast corner of Section 20, Block E;

THENCE N. 88°10'25" W. an approximate distance of 617.2 feet to a point for the Southwest corner of this tract;

THENCE N. 11°44'14" W. an approximate distance of 1736.2 feet to a point of curvature;

THENCE Northwesterly, along a curve to the right, said curve having a radius of 5729.58 feet, a central angle of 13°40'00", a chord distance of 1363.4 feet and a chord bearing of N. 04°58'59" W. to a point of tangency;

THENCE N. 01°50'40" E. an approximate distance of 852.3 feet to a point for the Northwest corner of this tract;

THENCE S. 88°08'59" E. an approximate distance of 600.0 feet to a point for the Northeast corner of this tract;

THENCE S. 01°50'40" W. an approximate distance of 853.3 feet to a point of curvature;

THENCE Southeasterly, along a curve to the left, said curve having a radius of 5130.00 feet, a central angle of 13°34'55", a chord distance of 1213.2 feet and a chord bearing of S. 04°56'47" E. to a point of tangency;

THENCE S. 11°44'14" E. an approximate distance of 1888.9 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for Loop 88 LLC
Contains: 54.5 Acres
June 1, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 3465
City Council Meeting	July 26, 2022

Applicant Hugo Reed & Associates, Inc.

Property Owner Loop 88, LLC

Council District 4

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- February 22, 2022, Ordinance No. 2022-O0021: This property was annexed and zoned Transition District (T).
- July 7, 2022, Zone Case 3465: The Planning and Zoning Commission recommended approval of a zone change from Transition (T) to Interstate Highway Industrial (IHI), Family Apartment District (A-1) and Reduced Setback Single-Family District (R-1A) Specific Use for Garden Homes by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 24
- Received In Favor: 0
- Received In Opposition: 3

Site Conditions and History

The subject properties are farmland and consist of 758.9 acres of unplatted land out of Block E, Sections 19 and 20.

Adjacent Property Development

To the north of the subject property is farm land. To the east is an asphalt plant along with some residential homes and farm land. To the south is a wine cellar, some residential homes and farm land. To the west is U.S. Highway 87. All land surrounding the property is outside of the city limits, with the exception of a small area west of Highway 87, which is vacant land zoned Transition District (T).

Zoning Request and Analysis

Item Summary

The subject property is addressed as 401 146th Street and 202 East 146th Street, located north of East Woodrow Road and east of U.S. Highway 87. The applicant requests a zone change from Transition District (T) to Interstate Highway Industrial District (IHI), Family Apartment District (A-1), and Reduced Setback Single-Family District (R-1A) Specific Use for Garden Homes.

Current zoning: **Transition District (T)**

Requested zoning: **Interstate Highway Industrial District (IHI), Family Apartment District (A-1), and Reduced Setback Single-Family District (R-1A) Specific Use for Garden Homes.**

Intent Statements
The intent of the current T zoning is, "… to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change."

The intent of the proposed IHI zoning is, "… to provide for planned, quality industrial development within the interstate corridor so that persons entering the city along the corridor have a good first impression, and to maintain a quality appearance which will stabilize or increase real property values."

The intent of the proposed A-1 zoning is, "… to promote medium-density, multiple-occupancy development. The regulations are designed to promote family-oriented development which provides the occupants with the proper environmental quality, and compatibility with lower-density development. The purpose of this district is not to isolate multi-family units, but to encourage compatible residential land uses through effective planning and urban design. When adjacent to "RR," "R-1," "R-1A," or "R-2" zoned property, the proposed development in this district shall be so designed to provide for maximum compatibility with adjacent development. Architectural design, landscaping, screening, and parking areas shall be properly provided to ensure maximum protection of lower-density uses."

The intent of the proposed R-1A zoning is, "… to promote orderly and proper development of single-family residential units, to protect established and future single-family residential developments from inharmonious and harmful land uses, and to provide a "quality environment" for the residents of the district and city."

The intent of the proposed Specific Use zoning is, "…to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used. The regulations require specific site planning on all aspects of proposed development to ensure that any variations of land uses or land use standards will be in harmony with the purposes and objectives of the zoning ordinance."

Traffic Network/Infrastructure Impacts
The proposed rezoning location is along U.S. Highway 87, 146th Street, County Road 2500, and East Woodrow Road. U.S. Highway 87 is designated as a Freeway and 146th Street, County Road 2500, and East Woodrow Road are designated as Principal Arterials by the Master Thoroughfare Plan, 2018. The primary function of a freeway is to connect local areas to other regions, rather than serve local traffic needs. Arterial streets are continuous routes whose function is to serve high volume needs of local and regional traffic.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for "Residential Low Density" land uses. Although, the proposed zone change to A-1 and IHI is not consistent with this designation, the majority of the development will be garden homes. The IHI zoning along Highway 87 would be appropriate next to an Interstate Highway and the A-1 zoning would act as a buffer between the IHI and R-1A.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate for this area.

Suitability of Property for Allowed Uses
The property is suitable for the proposed use and will need additional public improvements to support the intensity of uses described in A-1, IHI and R-1A zoning districts. The property will need to be platted before any building permits are issued.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Responses

Staff Contacts

Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Allowable Uses: Interstate Highway Industrial District (IHI), Family Apartment District (A-1), Reduced Setback Single-Family District (R-1A), Specific Use District

Transportation: The proposed development has point of access from U.S. Highway 87, East 146th, County Road 2500 and East Woodrow Road.

Thoroughfare	Existing	Per Thoroughfare Development Plan
U.S. Highway 87, *Freeway, Completed*	R.O.W. 120 feet, four-lane, undivided, paved	R.O.W. 120 feet, four-lane, undivided, paved
East 146th Street, Principal Arterial, Partially Completed	R.O.W. 32 feet, two-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved
County Road 2500, Principal Arterial, Future	R.O.W. 50 feet, two-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved
East Woodrow Road, Principal Arterial, Future	R.O.W. 30 feet, two-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

4.8 **District 4**

Case 3465: Hugo Reed & Associates, Inc. for Loop 88, LLC

Request for a zone change from Transition District (T) to Interstate Highway Industrial District (IHI), Family Apartment District (A-1) and Reduced Setback Single-Family District (R-1A) Specific Use for Garden Homes, at:

- 401 146th Street and 202 East 146th Street, located north of Woodrow Road and east of U.S. Highway 87, on 758.9 acres of unplatted land out of Block E, Sections 19 and 20.

PLANNER ASHLEY PADILLA stated there were twenty-four (24) notifications sent out and three (3) returned in opposition. The three that sent in replies cited their concerns are trash, traffic, and noise. They

really just want the area to continue to be farmland. Staff shared the location of the property including pictures, and maps, and discussed the surrounding property. Staff recommends approval of the request.

APPLICANT TERRY HOLEMAN 1601 Avenue N, Hugo Reed and Associates, Inc., representing Loop 88 Development, stated this property is more than 800 acres which was annexed earlier this year. The name of the development is Estrata. The preliminary plat was approved with the consent agenda. This is the first major residential project east of US Highway 87.

CHAIR ZACH SAWYER asked if the property to the northwest corner was owned by Loop 88. Mr. Holeman answered yes, but that is the remaining playa lake, so there is no reason to rezone it.

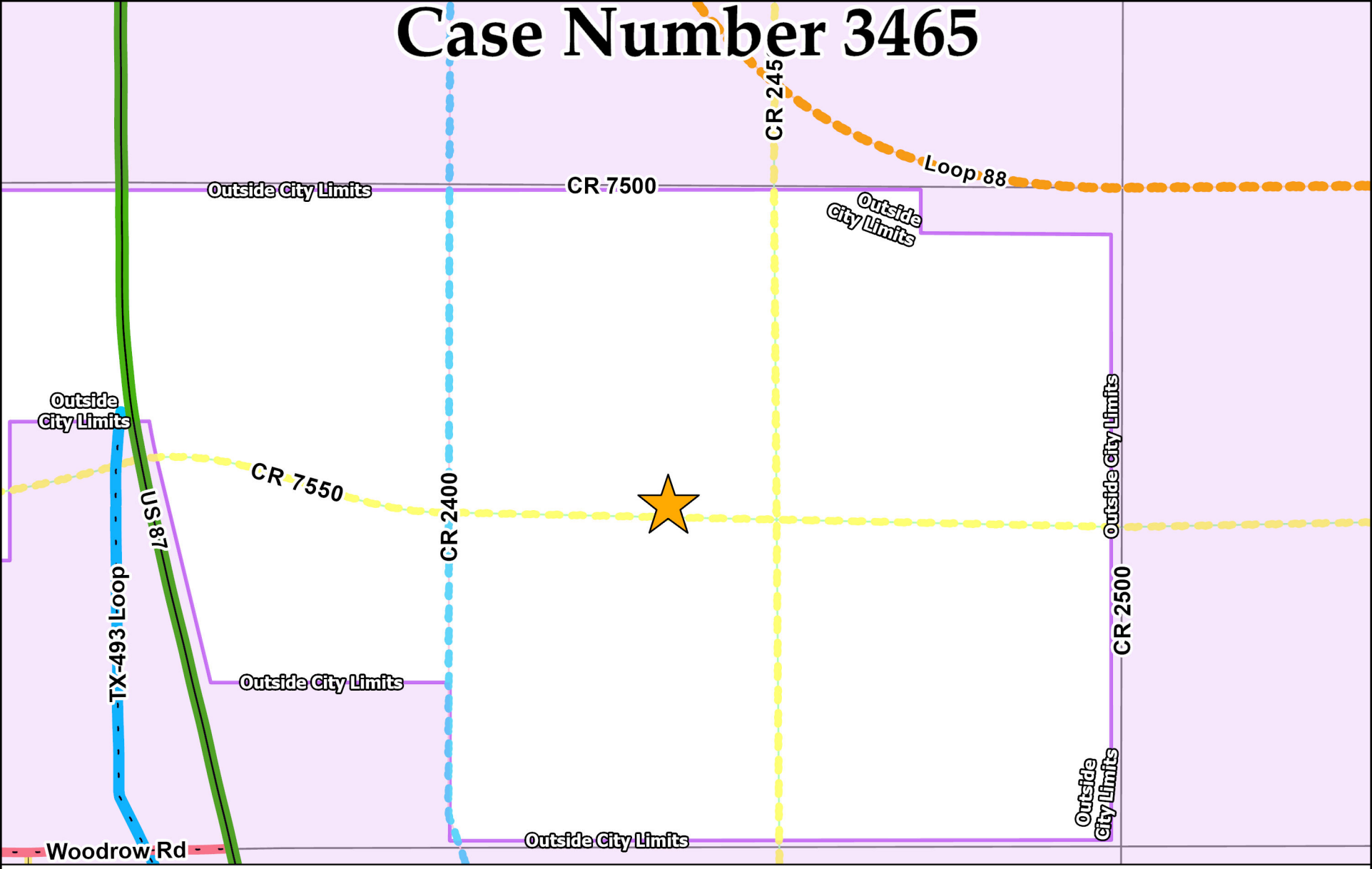
OPPOSITION CHARLES SORENSEN 402 County Road 7600, advised he lives in the southeast corner of where this project is going to take place. He is concerned with the quality of the water that already exists in the area. The city limit line will be right at the back of his property. He has horses and other animals on his land. He does not want the development to happen and would prefer it wait another ten to fifteen years.

ASSISTANT CITY ATTORNEY KELLI LEISURE stated that any residential development will need to meet the Code for water and wastewater. The developer will have to comply with the City's Ordinances.

FAVOR THOMAS PAYNE, 15309 FM 1730, advised they were not aware of any opposition, so he has not spoken with Mr. Sorensen. The provision of utilities were discussed during the annexation process. The developer will extend utilities, water, and sewer. It is a requirement based on the size of the lots. The development of this land will substantially reduce the stress on the groundwater. This tract is currently being farmed under a pivot system, which will go away and underground water will not be used in farming after that.

In the matter of Zone Case **3465,** a motion was made by **TANNER NOBLE** and seconded by **JAMES BELL** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

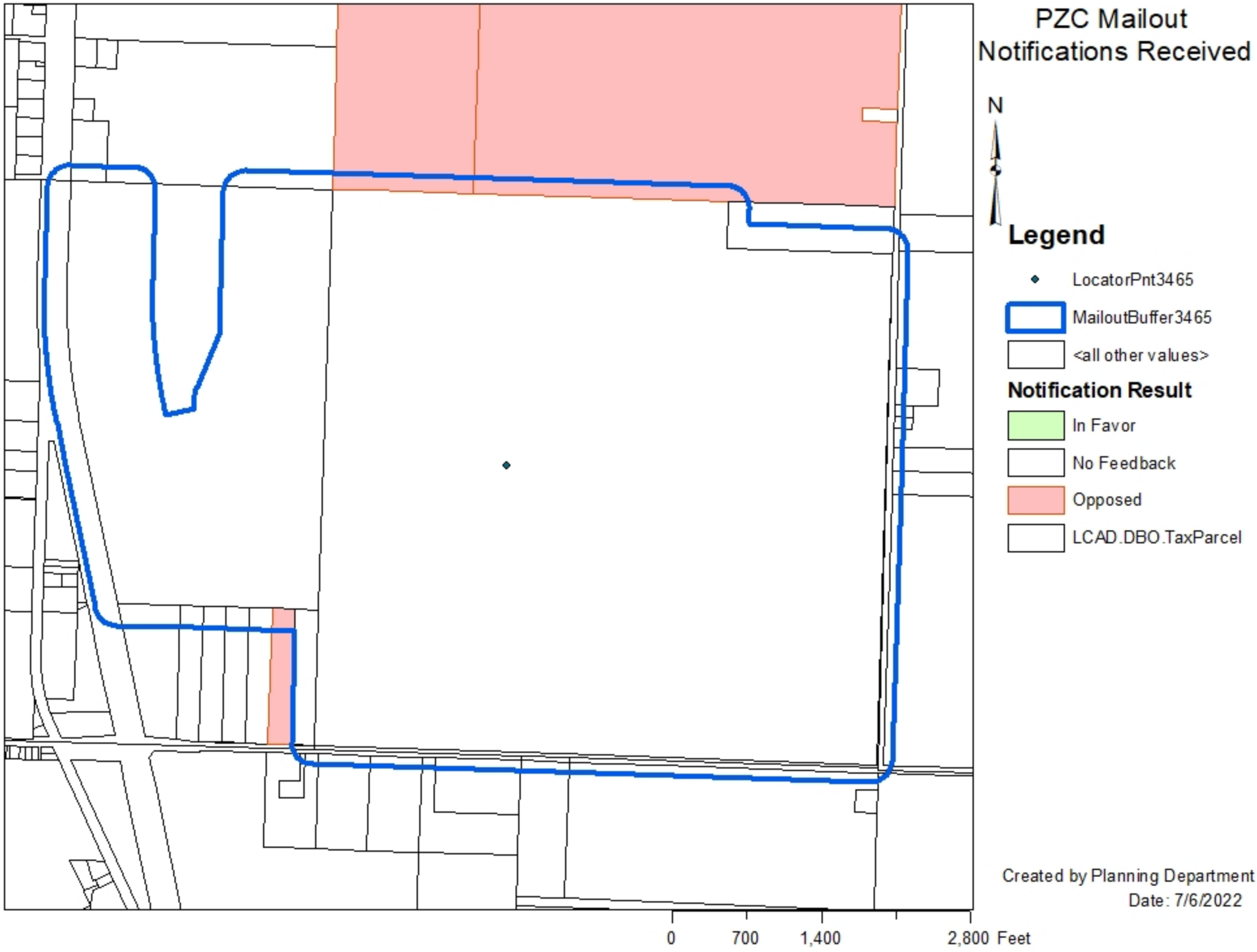
Case Number 3465



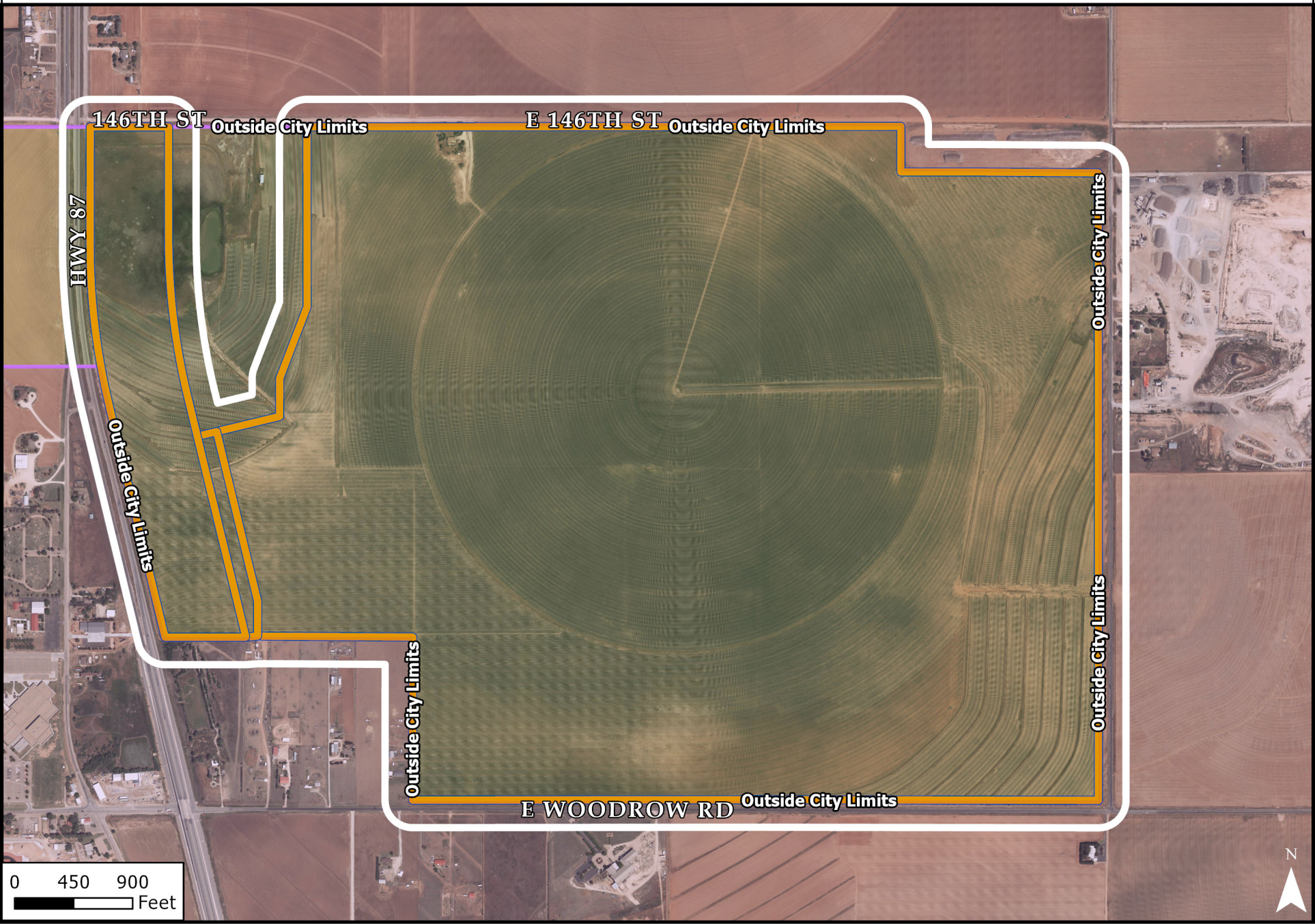
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

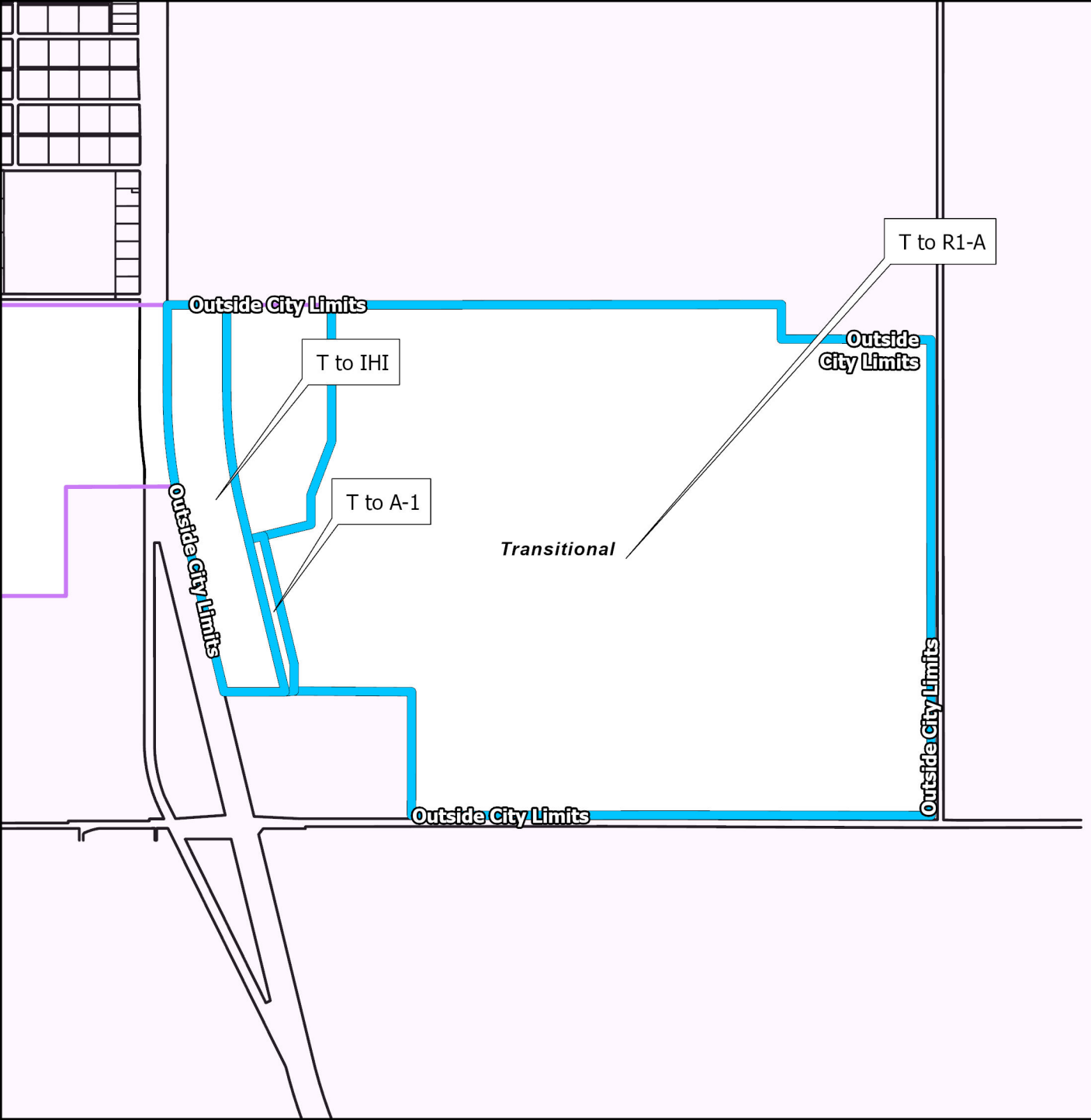
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Date Exported: June 2022


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3465
MailoutBuffer3465
<all other values>
Notification Result
In Favor
No Feedback
Opposed
LCAD.DBO.TaxParcel
Created by Planning Department
Date: 7/6/2022
0
700
1,400
2,800 Feet

Case Number 3465





Current Zoning

3465

Zoning Districts

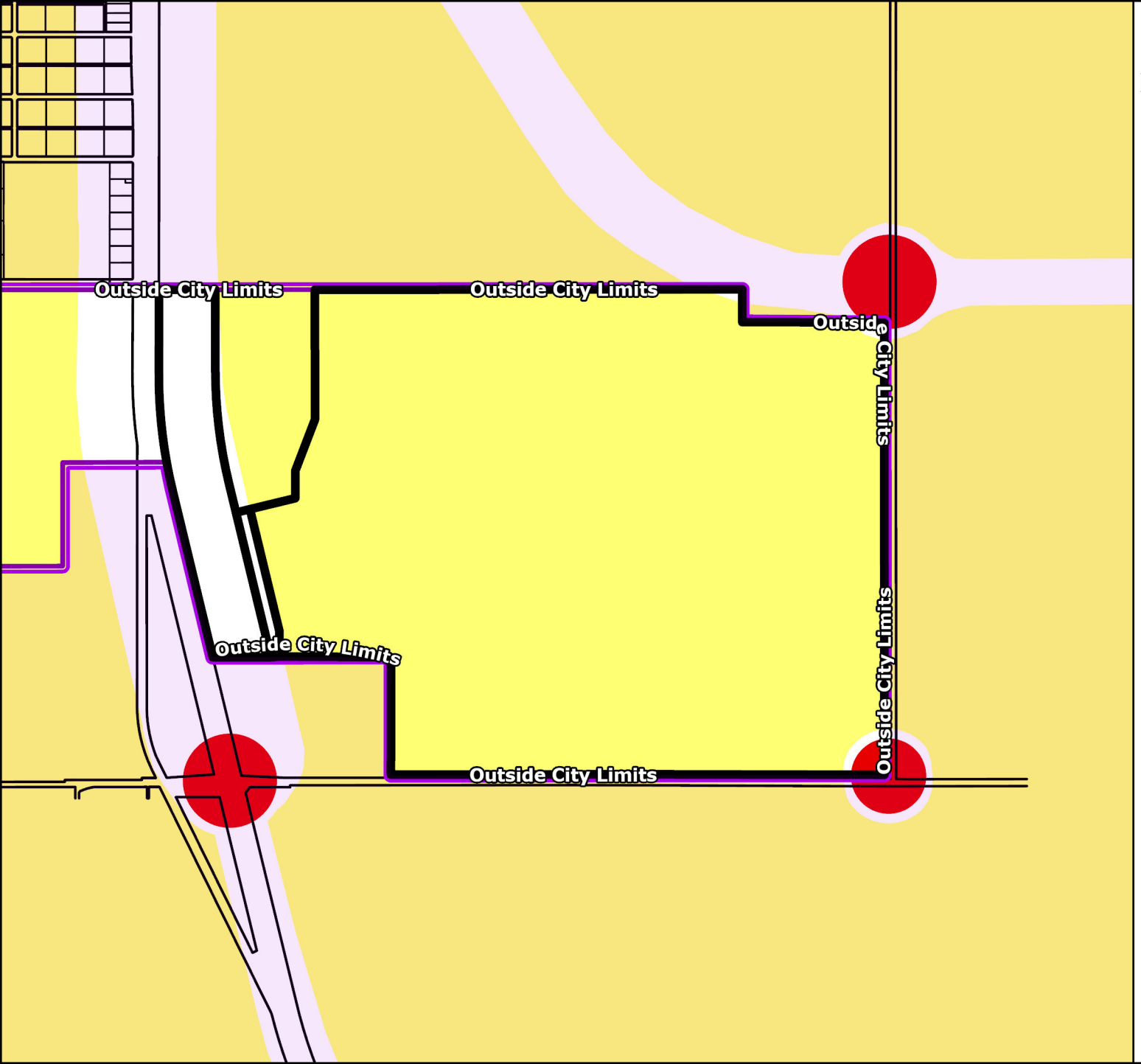
Transitional

N

0 925 1,850 Feet

City of Lubbock TEXAS

Date Exported: June 2022



Future Land Use Plan
Case 3465

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 940 1,880 Feet

City of Lubbock TEXAS

Date Exported: June 2022

3465



Subject property. View to the south.



View to the west.



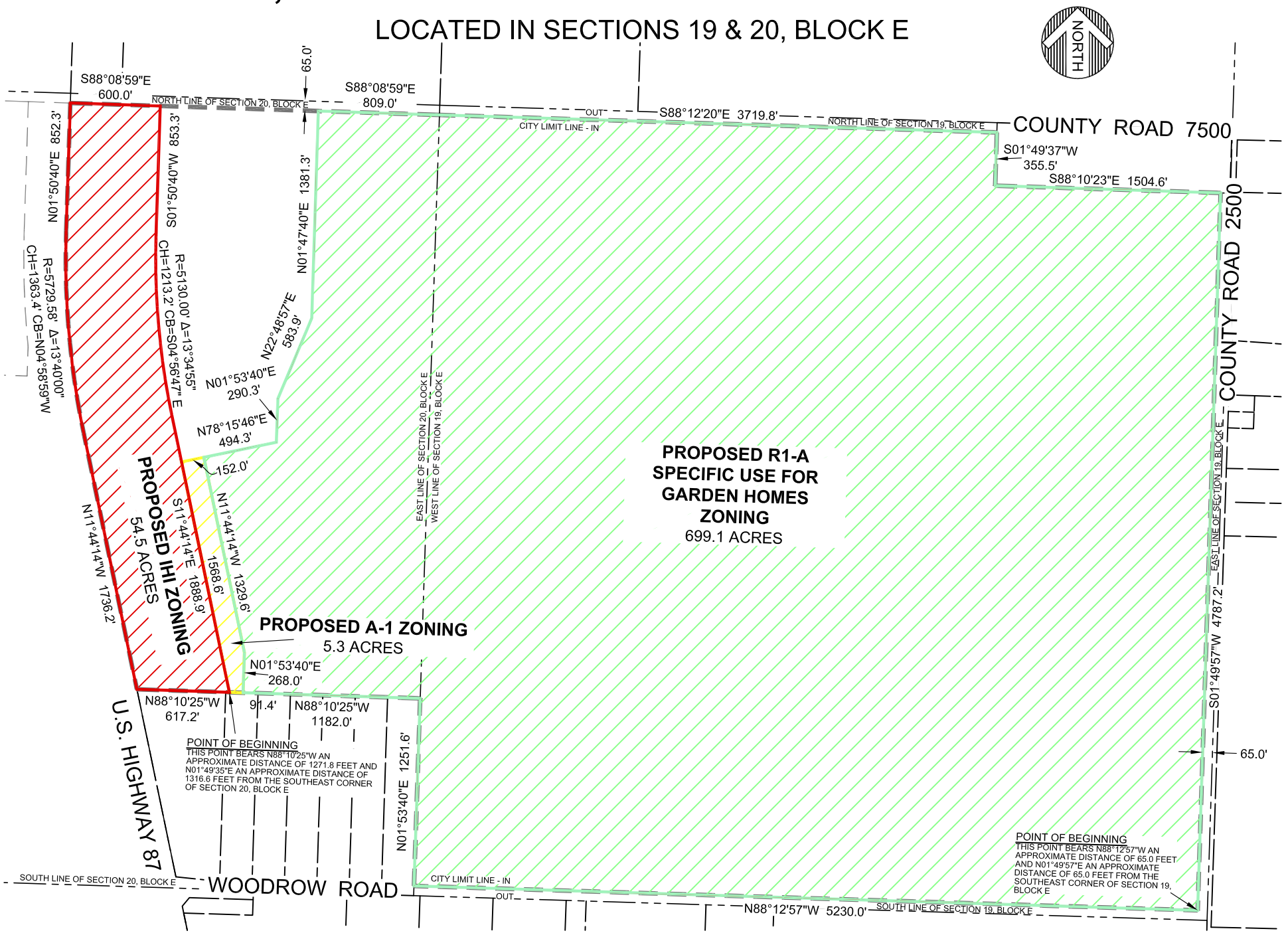
View to the north.



View to the east.

PROPOSED IHI, A-1 & R1-A SPECIFIC USE FOR GARDEN HOME ZONING

LOCATED IN SECTIONS 19 & 20, BLOCK E



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 202 E 146TH STREET

Lots/Tracts: SEE ATTACHED

Survey & Abstract: SECTIONS 19 & 20, BLOCK E, LUBBOCK COUNTY, TEXAS

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 758.9 ACRES

Existing Land Use: VACANT LAND Existing Zoning: T

Requested Zoning: IHI, A-1, R1-A SPECIFIC USE FOR GARDEN HOMES

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: HUGO REED & ASSOCIATES, INC

Name: TERRY HOLEMAN

Address: 1601 AVENUE N City: LUBBOCK State: TX

ZIP Code: 79401 Telephone: 806-763-5642 Email: THOLEMAN@HUGOREED.COM

Applicant's Signature: Terry Holeman

Date: 6/2/2022 Printed Name: TERRY HOLEMAN

Owner Information

Firm Name: LOOP 88 LLC

Owner: THOMAS PAYNE

Address: PO BOX 64664 City: LUBBOCK State: TX

ZIP Code: 79464 Telephone: 806-543-0667 Email: TPAYN3@GMAIL.COM

Property Owner's Signature:

Date: 6/2/2022 Printed Name: THOMAS PAYNE

Preparer Information

Preparer's Signature: Zach Lopez

Date: 6/2/2022 Printed Name: ZACH LOPEZ

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

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 email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3465***

In Favor ____

Opposed ✓

Reasons and/or Comments:

I am opposed to this zone change. The extra traffic it will bring will make it hard to move farm equipment. This area is surrounded by farmland. There always an abundance of extra trash when this happens. There's no respect for peoples property. There are horses, ATV's and such that trespass on your property. It happens most often when a change is made like this.

Print Name Penny Wuensche

Signature: Penny Wuensche

Address: 3506 CR 7730 Lubbock Tx 79423

Address of Property Owned: 146th St. East of Hwy 87

Phone Number: 806-863-2369

Email: dpwuensche@yahoo.com

Zone Case Number: **3465** R98893 Recipient 14 of 24

WUENSCHE, PENNY ANN
3506 COUNTY ROAD 7730

LUBBOCK TX 79423-9562

RECEIVED
JUL 06 2022
BY:

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 email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3465***

In Favor ____

Opposed ✓

Reasons and/or Comments:

My comments are the same as my wife. See attached

Print Name Doug Wuensche

Signature: Doug Wuensche

Address: 3506 CR 7730 Lubbock Tx 79423

Address of Property Owned: 14th East of Hwy 87

Phone Number: 806-778-0880

Email: dougdw52@yahoo.com

Zone Case Number: **3465** R97398 Recipient 17 of 24

WUENSCHE DOUGLAS D &
PENNY A
3506 COUNTY ROAD 7730

LUBBOCK TX 79423-5488

RECEIVED
JUL 06 2022
BY:

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 email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3465***

In Favor ____

Opposed ✓

Reasons and/or Comments:

1) Leave as farming/agriculture use.
2) moved out here for peace + quiet - don't need noise or more people to interrupt
3) water shortage with underground reservoir
4) shortage of police/sheriff personnel in area

Print Name: Larry + H. Lynda Weems
Signature: Scott Weems Lynda Weems
Address: 106 CR 7600, Lubbock TX 79423
Address of Property Owned: 106 CR 7600
Phone Number: (806) 777-5203
Email: hughston1@yahoo.com

Zone Case Number: **3465** R86706 Recipient 7 of 24
WEEMS LARRY S & H LYNDA
106 COUNTY ROAD 7600

LUBBOCK TX 79423

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2022-O00114, for Zone Case 2995-FF, a request of CMS Properties for 69th Street Development, LTD, for a zone change from General Retail District (C-3) to Commercial District (C-4), at 6309 66th Street, Suite 200, located east of Milwaukee Avenue and south of 66th Street, Commons East Addition, Tract J.

Item Summary

On July 26, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 7, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 2995-FF
Staff Report 2995-FF
Documentation 2995-FF

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. 2995-FF; A ZONING CHANGE FROM C-3 TO C-4 ZONING DISTRICT AT 6309 66TH STREET, SUITE 200, LOCATED EAST OF MILWAUKEE AVENUE AND SOUTH OF 66TH STREET, COMMONS EAST ADDITION, TRACT J, 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, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the 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 2040 Future Land Use Plan, which protects the 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 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. 2995-FF

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 **C-3** to **C-4** zoning district at **6309 66th Street, Suite 200, located east of Milwaukee Avenue and south of 66th Street, Commons East Addition, Tract J,** City of Lubbock, Lubbock County, Texas.

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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2995-FF
July 7, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 2995-FF
City Council Meeting	July 26, 2022

Applicant CMS Properties

Property Owner 69th Street Development, LTD

Council District 5

Recommendations
- Staff recommends Approval.

Prior Board or Council Action
- September 11, 1958, Ordinance No. 2535: This property was annexed into city limits.
- April 23, 1959, Zone Case 763, Ordinance No. 2760: This property was zoned Single-Family District (R-1).
- January 22, 2004, Zone Case 2995, Ordinance No. 2004-O0011: This property was rezoned from R-1 to General Retail District (C-3).
- July 7, 2022, Zone Case 2995-FF: The Planning and Zoning Commission recommended approval of a zone change from C-3 to Commercial District (C-4) by a vote of 7-0-0.

Notification Summary
- Notifications Sent: 4
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History
The property was platted in 2016 and the structure was built in 2017. It is currently retail space.

Adjacent Property Development
Properties to the east are zoned C-3 Specific Use for a Veterinary Hospital or Clinic and contain retail space with two veterinary clinics; to the south and west is additional C-3 property with a restaurant and vacant land. To the north is property zoned Interstate Highway Commercial District (IHC) and High-Density Apartment District (A-2) and is developed with commercial businesses and apartments.

Zoning Request and Analysis
Item Summary
The subject property is located at 6309 66th Street, Suite 200, east of Milwaukee Avenue and south of 66th Street. The applicant is requesting a zone change to Commercial District C-4 for Suite 200 only.

Current zoning: **General Retail District C-3**

Requested zoning: **Commercial District C-4**

Intent Statements
The intent of the current C-3 zoning is "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered."

The intent of the proposed C-4 zoning is "…to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered."

Traffic Network/Infrastructure Impacts
The location is along 66th Street, which is a Collector. Collectors are designed for medium volumes of vehicles operating at lower speeds, for movement within residential, commercial and industrial areas.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and would not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for High Density Residential land uses. While this request is not compatible with the Future Land Use Map, it is appropriate considering the surrounding land uses. Therefore, this request is in moderate conformance with the Comprehensive Plan Principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance.

Suitability of Property for Allowed Uses
The property is suitable for commercial uses and additional infrastructure improvements would not be necessary.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Responses

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 2995-FF

Allowable Uses: Commercial District (C-4)

Transportation: The proposed development has a point of access from 66th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
66th Street, Collector	R.O.W. 64 feet, 2 lane undivided, paved.	R.O.W. 64 feet, 2 lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

4.9 **District 5**

Case 2995-FF: CMS Properties for 69th Street Development, LTD

Request for a zone change from General Retail District (C-3) to Commercial District (C-4), at:

- 6309 66th Street, Suite 200, located east of Milwaukee Avenue and south of 66th Street, Commons East Addition, Tract J.

PLANNER SHANE SPENCER stated there were four (4) notifications sent out and one (1) returned in favor. Staff shared the location of the property including pictures, and maps, and discussed the surrounding property. Staff recommends approval of the request.

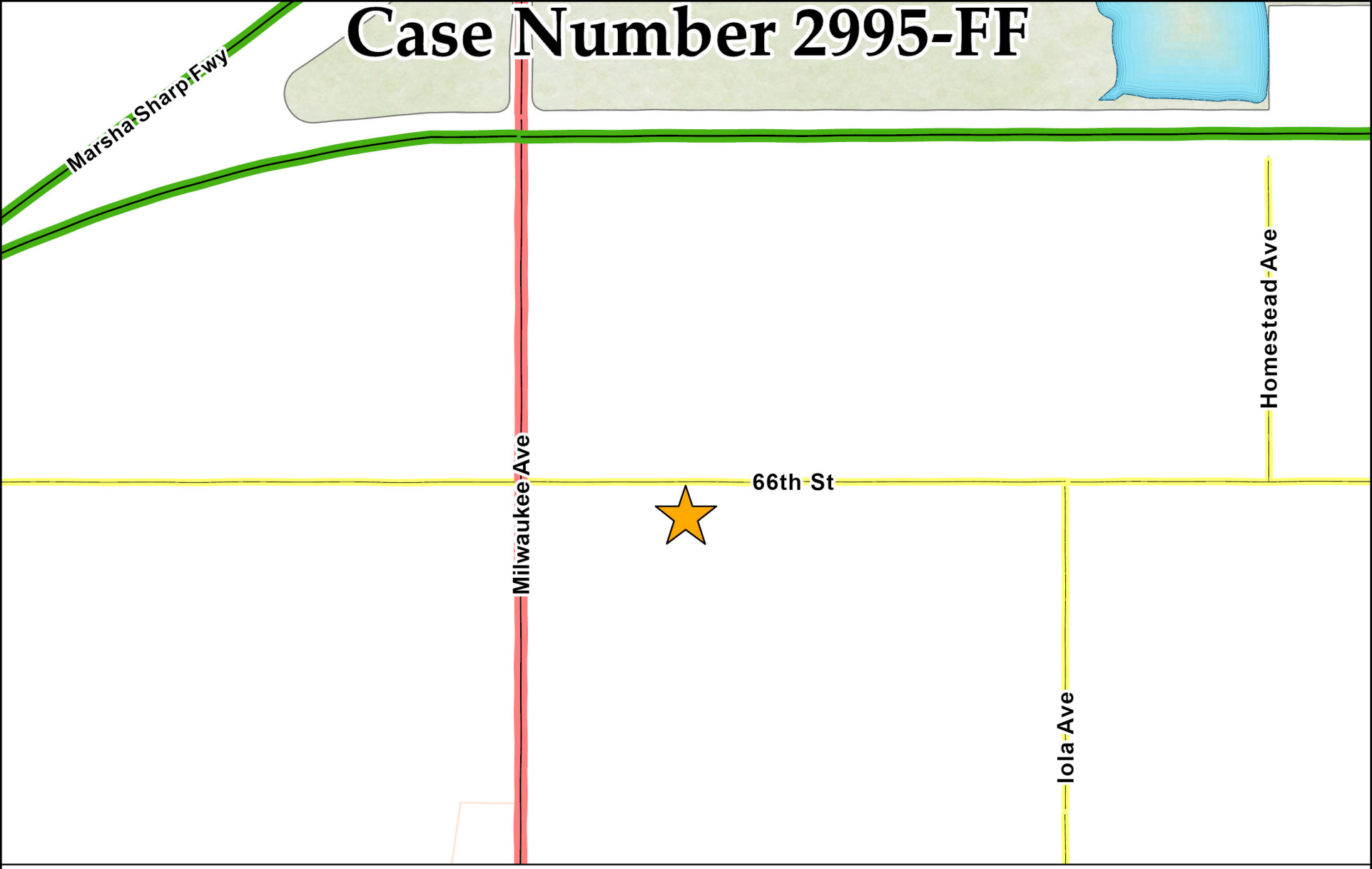
CHAIR ZACH SAWYER asked why they need C-4 zoning. **MR. SPENCER** advised to allow a public kennel.

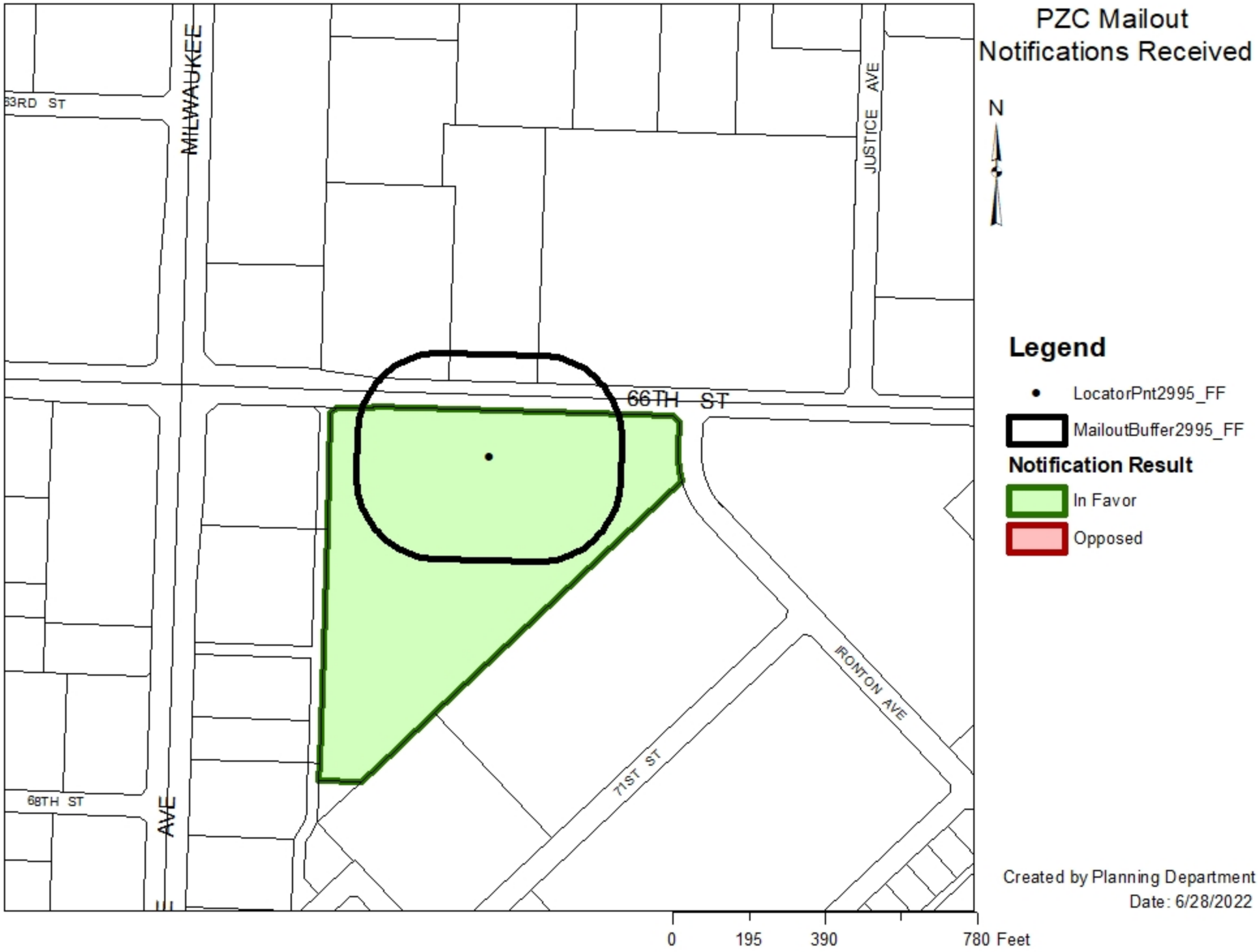
APPLICANT was not present at the meeting.

No one spoke in opposition or in favor of the request.

In the matter of Zone Case **2995-FF**, a motion was made by **JAMES BELL** and seconded by **SUSAN TOMLINSON** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

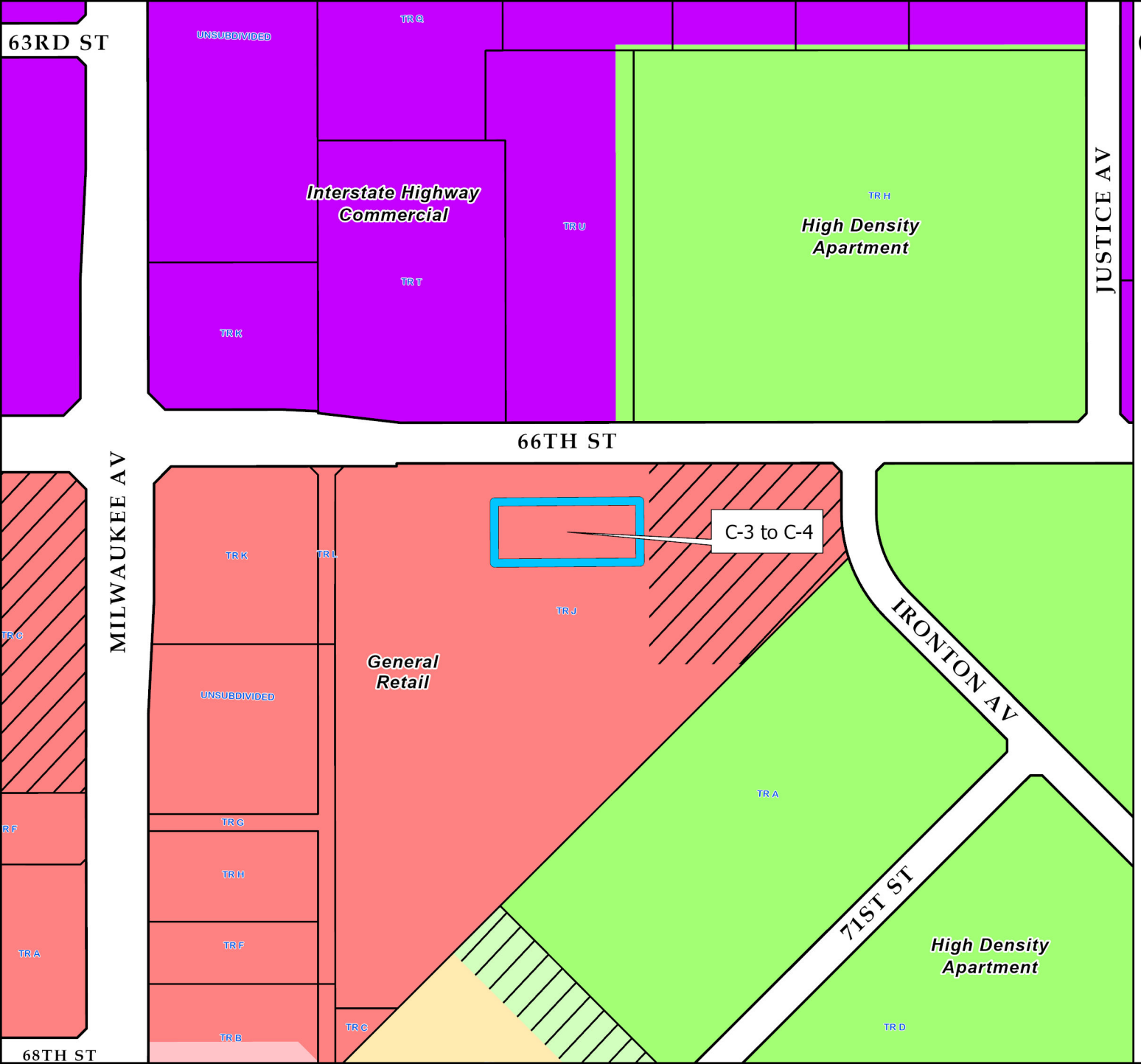
Case Number 2995-FF




PZC Mailout
Notifications Received
N
Legend
LocatorPnt2995_FF
MailoutBuffer2995_FF
Notification Result
In Favor
Opposed
Created by Planning Department
Date: 6/28/2022
0
195
390
780 Feet
MILWAUKEE AVE
JUSTICE AVE
66TH ST
68TH ST
71ST ST
IRONTON AVE

Case Number 2995-FF





Current Zoning

2995-FF

Zoning Districts

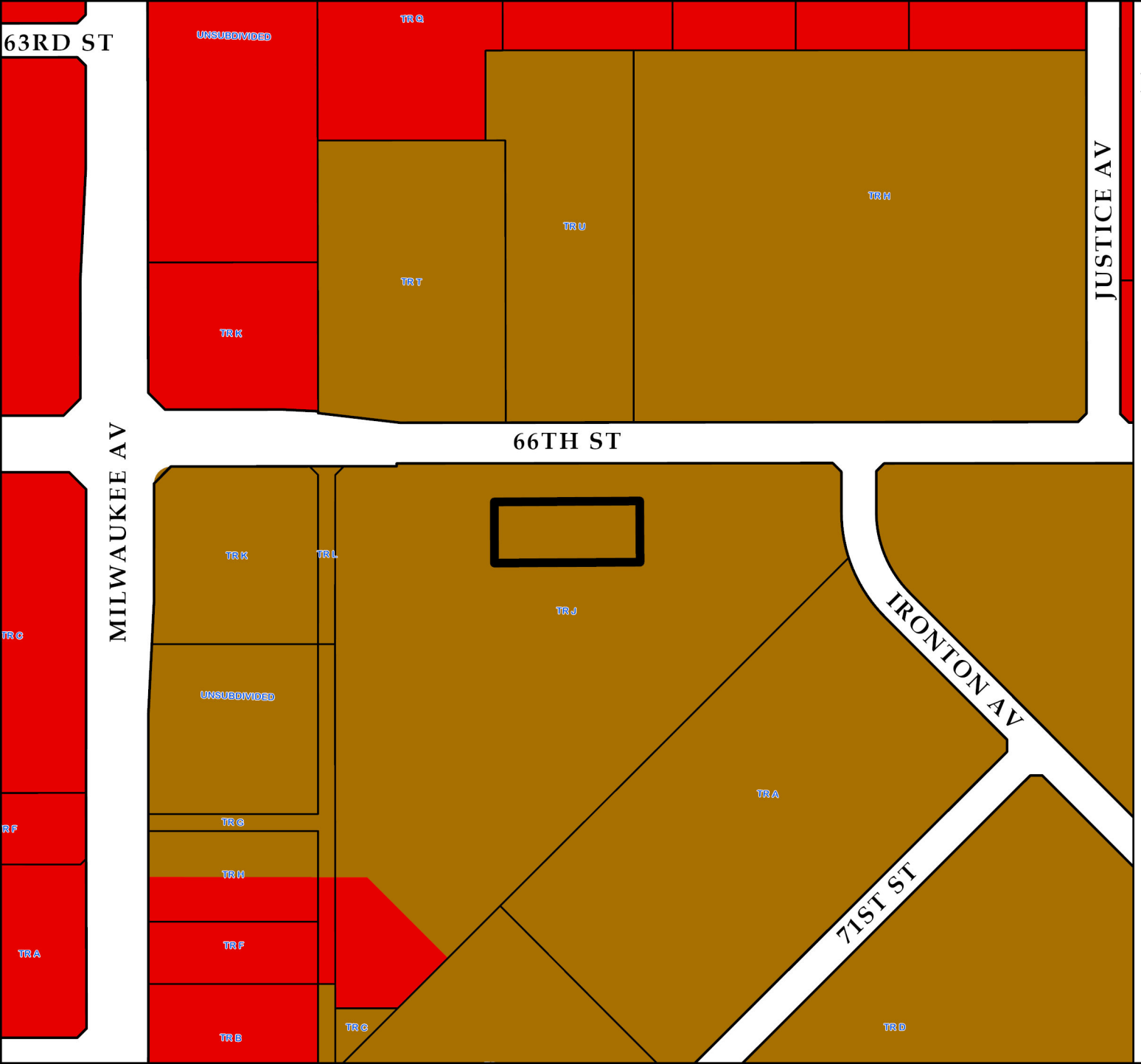
- Family Apartment Specific Use
- High Density Apartment
- Restricted Local Retail
- Local Retail
- General Retail
- General Retail Specific Use
- Interstate Highway Commercial

N

0 150 300 Feet

City of Lubbock TEXAS

Date Exported: June 2022



Future Land Use Plan
Case 2995-FF

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 150 300 Feet

City of Lubbock TEXAS

Date Exported: June 2022

2995-FF



View to the north.



View to the east.



View to the south. Subject Property.



View to the west.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 66th & Ironton - 6309 66th Suite 200

Lots/Tracts: Commons East, Tract J

Survey & Abstract: attached

Metes and Bounds Attached: Yes ☒ No ☐ Total Acreage of Request: 12.695

Existing Land Use: Commercial Multi Tenant Existing Zoning: C-3

Requested Zoning: C-4

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: CMS Properties

Name: Brooke Proctor

Address: 6306 Iola #200 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-794-1492 Email: bproctor@cmspropertiesinc.com

Applicant's Signature: Brooke Proctor

Date: 6-1-22 Printed Name: Brooke Proctor

Owner Information

Firm Name:

Owner: 69th Street Development, LTD

Address: 6306 Iola #200 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-794-1492 Email: bproctor@cmspropertiesinc.com

Property Owner's Signature:

Date: 6-1-22 Printed Name: Marc Shipton

Preparer Information

Preparer's Signature: Brooke Proctor

Date: 6-1-22 Printed Name: Brooke Proctor

For City Use Only

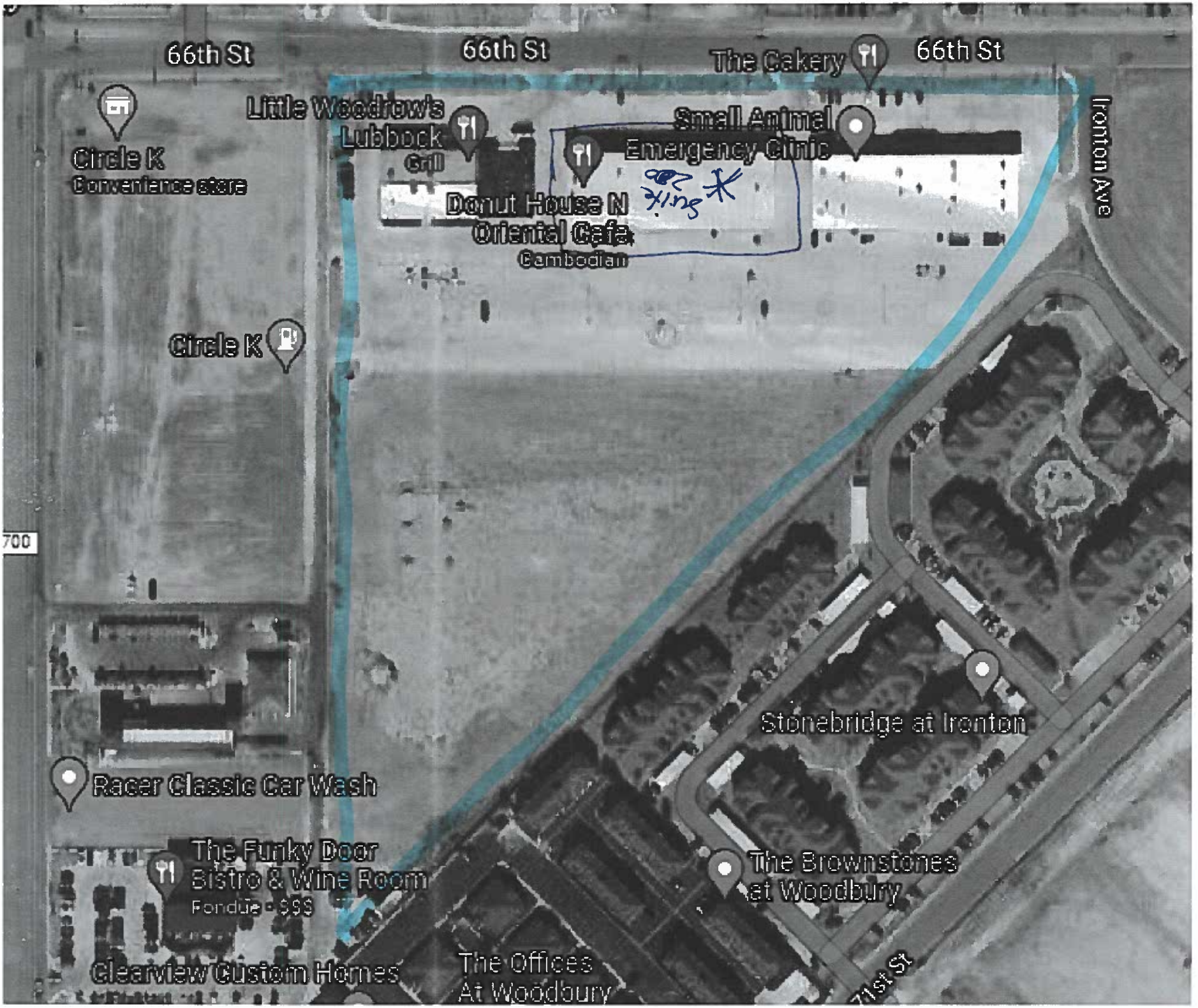
Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

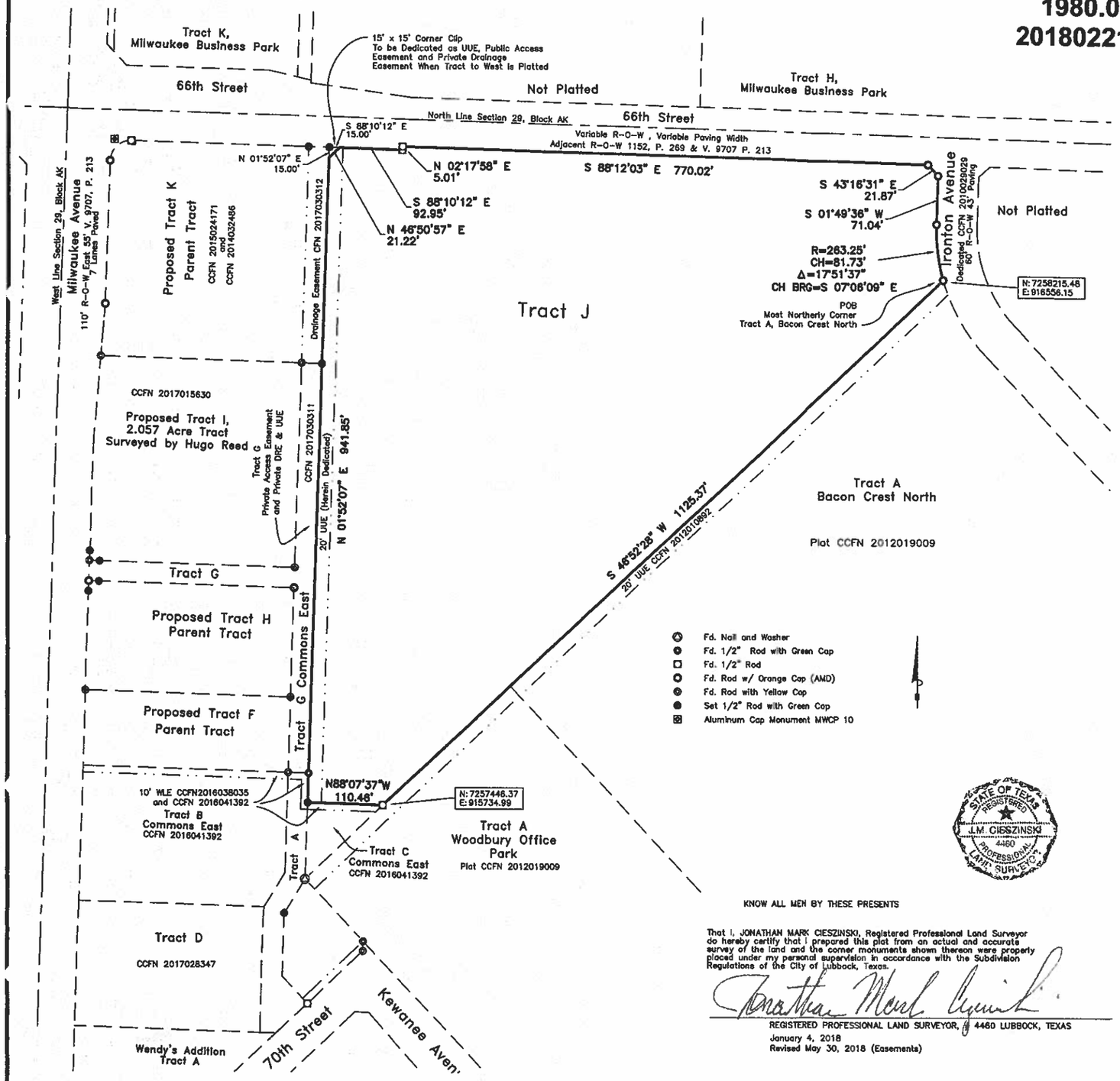
If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.


66th St
66th St
The Cakery
66th St
Circle K
Convenience store
Little Woodrow's
Lubbock
Grill
Small Animal
Emergency Clinic
Ironton Ave
Donut House N
Oriental Cafe
Cambodian
Circle K
700
Stonebridge at Ironton
Racer Classic Car Wash
The Funky Door
Bistro & Wine Room
Fondue · $$$
The Brownstones
at Woodbury
Clearview Custom Homes
The Offices
At Woodbury
71st St

VOL. 14 PAGE 177-A

1980.05
2018022173

FINAL PLAT
TRACT J,
Commons East,
an Addition to the City of Lubbock, Lubbock County, Texas



- Fd. Nail and Washer
- Fd. 1/2" Rod with Green Cap
- Fd. 1/2" Rod
- Fd. Rod w/ Orange Cap (AMD)
- Fd. Rod with Yellow Cap
- Set 1/2" Rod with Green Cap
- Aluminum Cap Monument MWCP 10

SCALE: 1"=100'

HEAVY LINES INDICATE PLAT LIMITS.

ALL STREETS, ALLEYS, AND EASEMENTS WITHIN PLAT LIMITS ARE HEREIN DEDICATED.

ALL EASEMENTS DEDICATED HEREBY SHALL ENTITLE THE CITY OR THE UTILITY COMPANY USING SUCH EASEMENTS TO THE RIGHT TO REMOVE, REPAIR, OR REPLACE ANY LINES, PIPES, CONDUITS, OR POLES WITHIN SUCH EASEMENTS AS MAY BE DETERMINED BY THE CITY OR THE UTILITY COMPANY WITHOUT THE CITY OR THE UTILITY COMPANY BEING RESPONSIBLE OR LIABLE FOR THE REPLACEMENT OF IMPROVEMENTS, PAVING, OR SURFACING OF THE EASEMENT NECESSITATED BY SUCH REMOVAL, REPAIR, OR REPLACEMENT. EASEMENTS DESIGNATED OR INTENDED FOR VEHICULAR PASSAGE (UTILITY AND EMERGENCY) OR PEDESTRIAN ACCESS SHALL NOT BE FENCED OR OTHERWISE OBSTRUCTED.

ALL ELECTRICAL SERVICE SHALL BE IN ACCORDANCE WITH THE UNDERGROUND UTILITIES POLICY STATEMENT BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUBBOCK, TEXAS.

ANY RELOCATION OR REVISION OF EXISTING FACILITIES SHALL BE AT THE DEVELOPER'S EXPENSE. COMPENSATION SHALL BE MADE PRIOR TO RECORDING OF ANY PORTION OF THIS PLAT.

ALL EXISTING OR PROPOSED UTILITY SERVICES TO AND ON TRACTS INDICATED BY THIS PLAT SHALL BE CONTAINED IN THE PUBLIC RIGHT-OF-WAY AND PUBLIC OR PRIVATE UTILITY EASEMENTS. UTILITY SERVICE INSTALLATION REQUESTED AT A FUTURE DATE, AND NOT WITHIN AN EASEMENT INDICATED BY THIS PLAT, SHALL BE WITHIN A PROPER UTILITY EASEMENT GRANTED BY THE OWNER OF SAID PROPERTY BY SEPARATE RECORDED INSTRUMENT PRIOR TO THE PROVISION OF SUCH SERVICE. SUCH EASEMENTS SHALL BE AT THE DEVELOPER'S EXPENSE.

NO BUILDING PERMIT SHALL BE ISSUED ON ANY SURVEY CERTIFICATE THAT IS NOT IN ACCORDANCE WITH AN APPROVED FINAL PLAT UNLESS AN EXCEPTION IS PROVIDED BY PLANNING COMMISSION POLICY OR BY THE LUBBOCK CODE OF ORDINANCES.

MINIMUM FINISH FLOOR SHALL CONFORM TO THE REQUIREMENTS OF THE LUBBOCK DRAINAGE CRITERIA MANUAL, AS ADOPTED BY RESOLUTION NO. 10022, AN SECTION 28.09.131, SECTION 28.14.004 AND SECTION SECTION 30.03073 OF THE LUBBOCK CODE OF ORDINANCES.

BLANKET GARBAGE SERVICE EASEMENT HEREIN GRANTED FOR SERVICE WITHIN THE PLAT LIMITS

BLANKET UNDERGROUND UTILITY, TRANSFORMER PAD AND SWITCHING ENCLOSURE EASEMENT AS REQUIRED FOR SERVICE WITHIN THE PLAT LIMITS IS HEREIN GRANTED TO LUBBOCK POWER AND LIGHT COMPANY.

BLANKET UNDERGROUND UTILITY EASEMENT FOR SERVICE WITHIN THE PLAT LIMITS HEREIN GRANTED TO AT&T AND ATMOS ENERGY.

CONTAINS 12.695 ACRES WITHIN THE PLAT LIMITS

LPL – LUBBOCK POWER, LIGHT AND WATER CO.
AT&T – AT&T TELEPHONE COMPANY
UUE – UNDERGROUND UTILITY EASEMENT
PVT – PRIVATE
TPE – TRANSFORMER PAD EASEMENT, 4' X 8' (NOT DRAWN TO SCALE)
SWBT – SOUTHWESTERN BELL TELEPHONE CO.
WLE – WATER LINE EASEMENT
DRE – DRAINAGE EASEMENT
USE – UNDERGROUND STREET LIGHT CABLE EASEMENT
ACE – 5' ACCESS EASEMENT AND 2' EAVE OVERHANG EASEMENT
PAE – PEDESTRIAN ACCESS EASEMENT
PUE – PUBLIC UTILITY EASEMENT
SEE – SWITCH ENCLOSURE EASEMENT, 6' X 8' (NOT DRAWN TO SCALE)
CCFN – LUBBOCK COUNTY CLERK FILE NUMBER

A METES AND BOUNDS DESCRIPTION OF THIS TRACT WAS PREPARED FOR RECORDATION WITH THE DEDICATION DEED OF THIS TRACT.

Bearings and Coordinates are based on the Texas North Central Zone Coordinate System, NAD 83, CORS 96, EPOCH 2002.0000

Any easements or rights-of-way shown as 'to be dedicated by separate instrument' are shown on this plat for information purposes only. This plat does not dedicate said easements.

Either all or a portion of this surveyed property lies within a "Special Flood Hazard Boundary." These boundaries are established by the Federal Emergency Management Agency, not this surveyor. Flood hazard maps are on file at City Hall, Lubbock, Texas and are open for public inspection.

STATE OF TEXAS
REGISTERED
J.M. CIESZINSKI
4460
PROFESSIONAL
LAND SURVEYOR

KNOW ALL MEN BY THESE PRESENTS

That I, JONATHAN MARK CIESZINSKI, Registered Professional Land Surveyor do hereby certify that I prepared this plat from an actual and accurate survey of the land and the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Lubbock, Texas.

Jonathan Mark Cieszinski

REGISTERED PROFESSIONAL LAND SURVEYOR, # 4460 LUBBOCK, TEXAS

January 4, 2018
Revised May 30, 2018 (Easements)

APPROVED this 13th Day of June 20 18, by the PLANNING AND ZONING COMMISSION of the CITY of LUBBOCK

APPROVED _____ CHAIRMAN

ATTEST _____ SECRETARY

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7670
Count on It

TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

S:\COORDINATES\SECTION\BLOCK\Block AK\SECTION 29\Commons East\Commons East Tract J FINAL.dwg, 5/29/2018 5:56:31 PM, KIP 7100 Series

Tailored Tails of Lubbock, LLC.
6309 66th Street, Suite 200
Lubbock, Texas 79424
806.201.5313
tailoredtailsllc@gmail.com

Attn:

City of Lubbock
1314 Avenue K, Lubbock, Texas

As the owner of Tailored Tails of Lubbock, I have had the honor of running the highest quality pet salon in Lubbock and the surrounding area. I am the only salon in a 250-mile radius that has been S.A.F.E Certified by the American Kennel Club. This Certification ensures that not only do we operate at an elevated level of service to our clients, but we are also subject to inspections by the AKC at any time and must renew our certification each year. It is my commitment to my clients that has brought me to the need to offer my clients boarding services for their pets.

Our new facility will offer 2,500 square feet of play area with a maximum occupancy of 15 large breed dogs overnight and 15 small dogs overnight. There will be a minimum of four (4) full time employees taking care of the pets during the day and two (2) full time employees taking care of the pets during the night. All employees will be required to be AKC S.A.F.E. certified every year. Although the facility will be operational 24 hours a day, 7 days a week, the storefront will only be open to the public from 7am-7pm.

All of our pet suites will be indoor and inside our locked facility and will be required to have proof of the following vaccinations: Parvo/Distemper, Bordetella (Kennel Cough), and Rabies. None of our pets will be allowed outside of our facility unless arriving or leaving for services with the pet owner. The indoor open play areas will have floor drains and artificial turf. The boarding suites will have floor drains and be floored with VCT tile. We have an excellent relationship with many veterinarians in Lubbock and have the 24-hour emergency vet clinic within our same shopping center should a veterinary emergency occur.

We look forward to being able to provide the most safe, secure and lavish boarding facility in Lubbock!

Sincerely,

Aaryn Mistrot
Owner/Operator
Tailored Tails of Lubbock, LLC

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 email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2995-FF***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Patty Shipton - 69th Street Development, LTD

Signature: Patty Shipton

Address: 6913 66th Street & PO Box 64189 Lubbock, Tx 79464

Address of Property Owned: 6913 - 66th Street

Phone Number: (806) 787 - 7641

Email: pshipton@cmsproperties inc.com

Zone Case Number: **2995-FF** R332804 Recipient 3 of 4

69TH STREET DEVELOPMENT LTD &
EQUITY COMMERCIAL PROPERTIES LTD
PO BOX 64189

LUBBOCK TX 79464-4189

AI# 10864
Regular City Council Meeting 7. 1.
08/09/2022:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 3): Consider Ordinance No. 2022-O00116, for Zone Case 1615-N, a request of Home Depot, for a zone change from Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center to Commercial District (C-4), at 5801 West Loop 289, located east of West Loop 289 and south of 58th Street, South Plains Addition, Tract C.

Item Summary

On July 26, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 7, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 1615-N
Staff Report 1615-N
Documentation 1615-N

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. 1615-N; A ZONING CHANGE FROM C-4 SPECIFIC USE WITH ENCLOSED GARDEN CENTER TO C-4 ZONING DISTRICT AT 5801 WEST LOOP 289, LOCATED EAST OF WEST LOOP 289 AND SOUTH OF 58TH STREET, SOUTH PLAINS ADDITION, TRACT C, 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. 1615-N

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 **C-4 Specific Use with Enclosed Garden Center** to **C-4** zoning district at **5801 West Loop 289, located east of West Loop 289 and south of 58th Street, South Plains Addition, Tract C,** City of Lubbock, Lubbock County, Texas.

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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC1615-N
July 7, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 1615-N
City Council Meeting	July 26, 2022

Applicant The Home Depot

Property Owner The Home Depot

Council District 3

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2535: This property was annexed into city limits.
- April 23, 1959, Zone Case 763, Ordinance No. 2760: This property was zoned Single-Family District (R-1).
- July 10, 1969, Zone Case 1615, Ordinance No. 5681: This property was rezoned from R-1 to Two-Family District (R-2).
- October 10, 1974, Zone Case 1615-D, Ordinance No. 6977, & 6979: This property was rezoned from R-2 to General Retail District (C-3) Specific Use for a Shopping Center and tied to a site plan.
- September 12, 1985, Zone Case 1615-G, Ordinance No. 8815: An amended site plan was adopted.
- May 9, 1996, Zone Case 1615-H, Ordinance No. 9898: This property was rezoned from C-3 Specific Use for a Shopping Center to Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center and other conditions.
- July 7, 2022, Zone Case 1615-N: The Planning and Zoning Commission recommended approval of a zone change from C-4 Specific Use for a Home Improvement Store with Enclosed Garden Center and other conditions to C-4 by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 7
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The property was platted in 1971 and the structure was built in 1996. The current Specific Use includes the following conditions:

1. That the outdoor display of portable buildings, plant material and garden and yard equipment shall be limited to the front sidewalk in a manner as to not effect pedestrian access or safety.
2. That 150 adjacent parking spaces to the South shall be used in conjunction with Home Depot.
3. That no product shall be stacked above exterior garden center chain link walls.

Adjacent Property Development

Properties to the east and south are zoned C-3 Specific Use for a Shopping Center and developed with parking lots, along with the South Plains Mall to the east. To the west across the Loop 289, is property zoned M-1 and developed with commercial uses. To the north is property zoned A-1 and C-2, developed with apartments and commercial properties.

Zoning Request and Analysis

Item Summary

The subject property is located at 5801 West Loop 289, east of West Loop 289 and south of 58th Street. The applicant is requesting a zone change to Commercial District C-4, in order to remove the existing Specific Use.

Current zoning: **Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center**

Requested zoning: **Commercial District C-4**

Intent Statements
The intent of the current and proposed C-4 zoning is "…to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered."

The intent of the current Specific Use zoning is "…to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used."

Traffic Network/Infrastructure Impacts
The location is along West Loop 289 which is designated as a Freeway, and 58th Street which is a Collector. Freeways are intended to move high volumes of automobile traffic at relatively high speeds over long distances. Collectors are designed for medium volumes of vehicles operating at lower speeds, for movement within residential, commercial and industrial areas.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and would not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Commercial Uses. The proposed zone change to C-4 would be in complete conformance with the Future Land Use plan as well as the Comprehensive Plan Principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located along a Freeway, which is an appropriate location for C-4 uses.

Suitability of Property for Allowed Uses
The property is suitable for commercial uses and additional infrastructure improvements would not be necessary.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documentation

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 1615-N

Allowable Uses: Commercial District (C-4)

Transportation: The proposed development has points of access from West Loop 289 and 58th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
West Loop 289, Freeway	R.O.W. 135 feet, 6 lane freeway, divided, paved.	R.O.W. 135 feet, 6 lane freeway, divided, paved.
58th Street, Collector	R.O.W. 60 feet, 2 lane undivided, paved.	R.O.W. 64 feet, 2 lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

4.5 **District 3**

Case 1615-N: The Home Depot

Request for a zone change from Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center to Commercial District (C-4), at:

- 5801 West Loop 289, located east of West Loop 289 and south of 58th Street, South Plains Addition, Tract C.

PLANNER SHANE SPENCER stated that there were seven (7) notifications sent out and zero (0) returned. Staff shared the location of the property including pictures, and maps, and discussed the surrounding property. Staff recommends approval of the request.

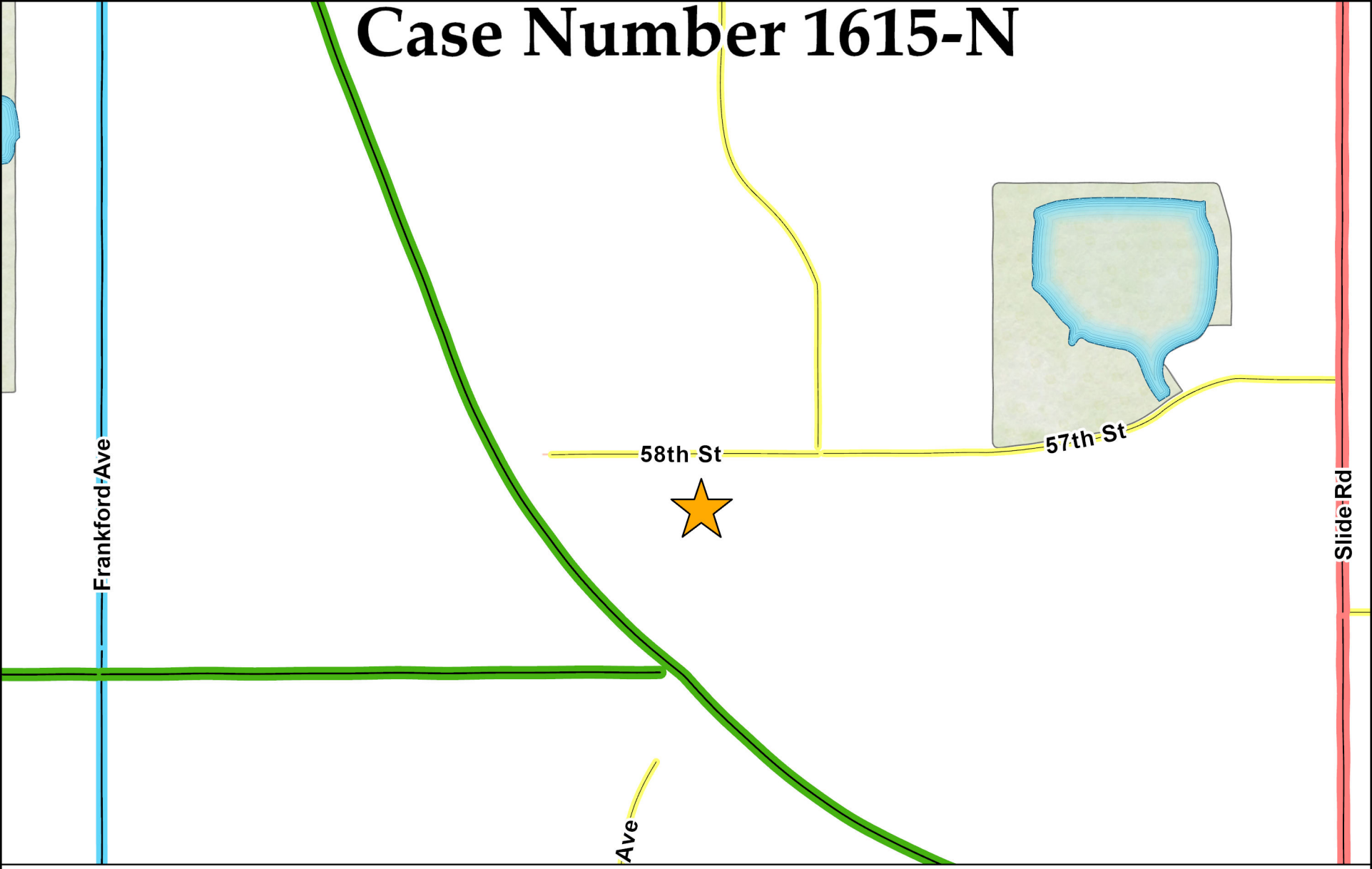
BOARD MEMBER JAMES BELL asked if the Home Depot was built today, if they would need a Specific Use. **MR. SPENCER** stated they would not need a Specific Use or conditions.

APPLICANT- was present, but did not want to comment.

No one spoke in opposition or in favor of the request.

In the matter of **Zone Case 1615-N,** a motion was made by **SUSAN TOMLINSON** and seconded by **JORDAN WHEATLEY** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 1615-N



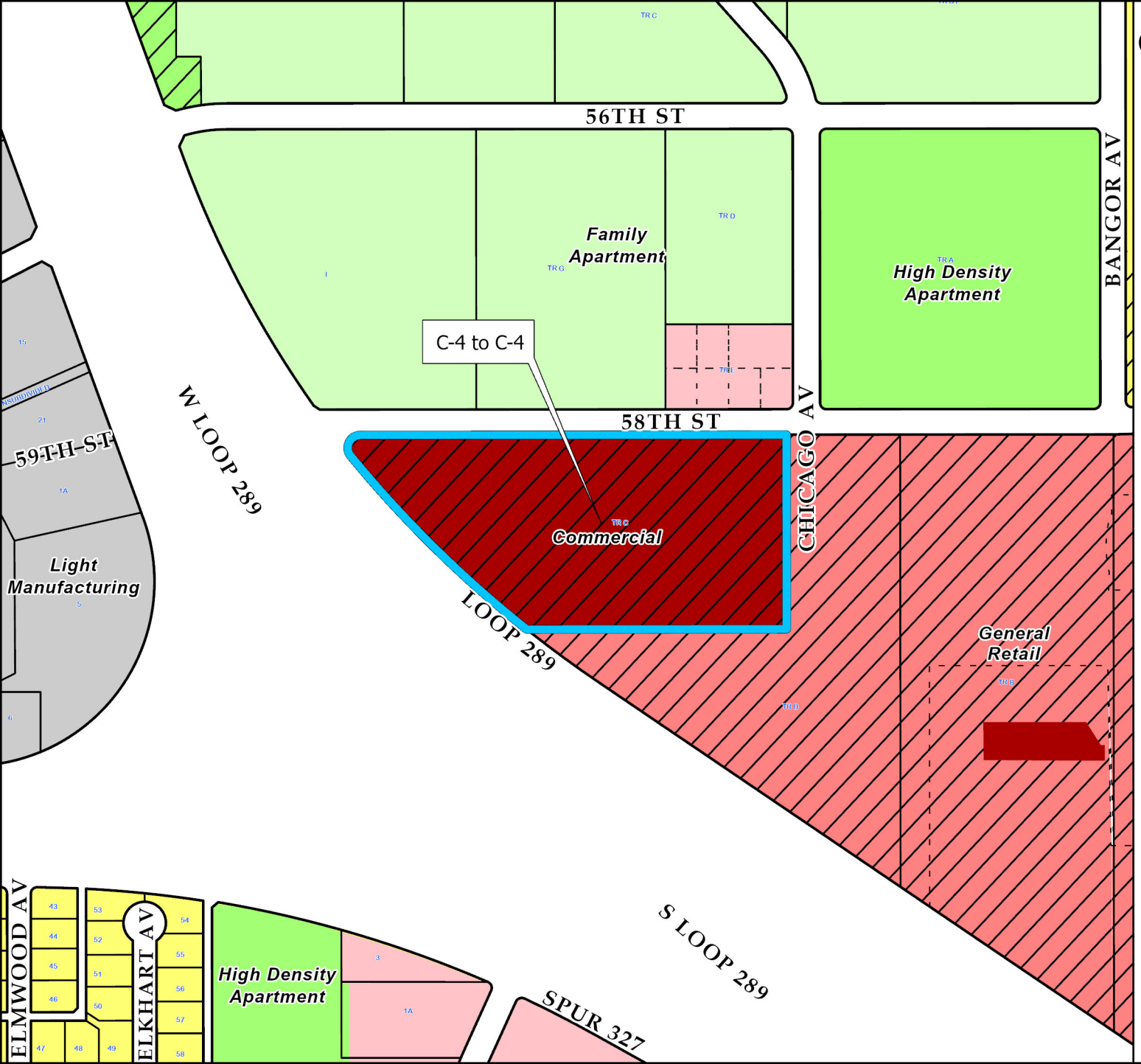
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: June 2022

Case Number 1615-N





Current Zoning

1615-N

Zoning Districts

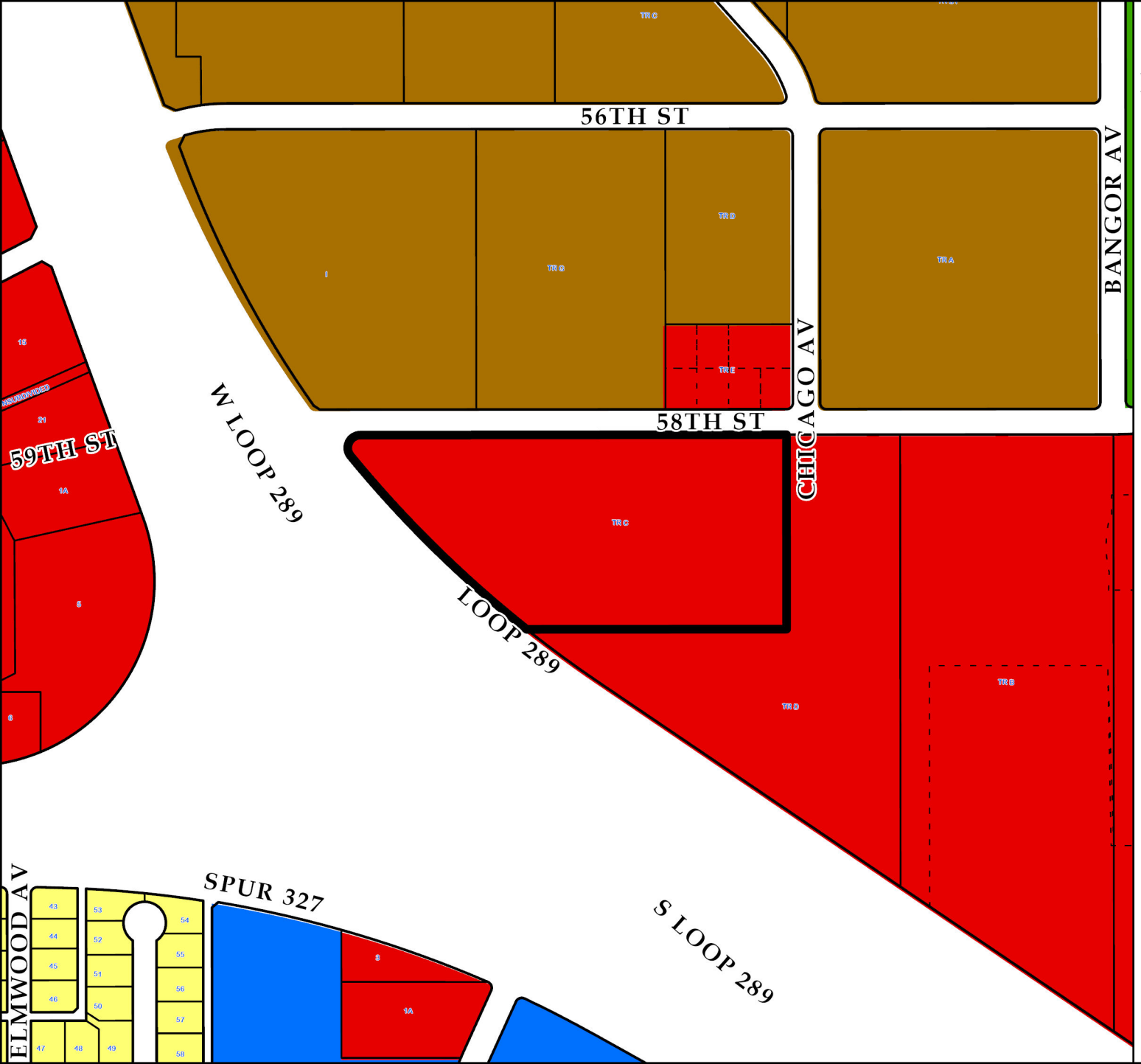
- Family Apartment
- High Density Apartment
- High Density Apartment Specific Use
- Local Retail
- General Retail Specific Use
- Commercial
- Commercial Specific Use
- Light Manufacturing
- Single Family
- Single Family Specific Use

N

0 200 400 Feet

City of Lubbock TEXAS

Date Exported: June 2022



Future Land Use Plan
Case 1615-N

Future Land Use Type

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 200 400 Feet

City of Lubbock TEXAS

Date Exported: June 2022

1615-N



View to the north. Subject Property.



View to the east.



View to the south.



View to the west.

1615-N

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 5801 W Loop 289, Lubbock TX 79414

Lots/Tracts:

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request:

Existing Land Use: Existing Zoning:

Requested Zoning: C-4

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: The Home Depot

Name: Lisa Boyd

Address: 5801 W City: Lubbock State: TX

ZIP Code: 79414 Telephone: 806.765-1484 Email: lisa-boyd@homedepot.com

Applicant's Signature: LBond

Date: 5/24/22 Printed Name: Lisa Boyd

Owner Information

Firm Name: The Home Depot

Owner: The Home Depot

Address: 2455 Paces Ferry Road NW City: State:

ZIP Code: 30339 Telephone: 770-433-8211 Email: SSC.Phone/Extension_Search

Property Owner's Signature: LBond

Date: 5/23/22 Printed Name: Lisa Boyd

Preparer Information

Preparer's Signature: LBond

Date: 5/23/22 Printed Name: Lisa Boyd

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

AI# 10895
Regular City Council Meeting
08/09/2022:

7. 2.

Information

Agenda Item

Resolution - Planning: Consider a resolution authorizing the Mayor to execute a Municipal Services Agreement, with Lone Oak Homes, LC, a Texas Limited Company, for the requested annexation of an area of land generally described as 144 acres south of East 82nd Street and west of Martin Luther King Jr. Boulevard, into Lubbock's corporate limits, along with the adjacent right-of-way.

Item Summary

Lone Oak Homes, LC, a Texas Limited Company, is the owner of the tract of land containing approximately 144 acres south of East 82nd Street and west of Martin Luther King Jr. Boulevard, located in Section 7, Block E, in Lubbock County. The owner is requesting consideration of voluntary annexation of the land into the City limits.

The first step in the voluntary annexation process is to establish a service plan to which both the City and the property owner agree. The proposed annexation agreement sets forth the plan for services between the City of Lubbock and Lone Oak Homes, LC, a Texas Limited Company. If the agreement is approved by the City Council, staff will schedule a public hearing to consider annexation of the property.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Attachments

Resolution - 82nd & MLK
Municipal Service Agreement - 82nd & MLK
Annexation Request - 82nd & MLK
Map - 82nd & MLK

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 Annexation Agreement, by and between the City of Lubbock and Lone Oak Homes, LC, and related documents. 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 City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.AnnexationAgreement_Lone Oak Homes
7.25.22

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF LUBBOCK, TEXAS

AND LONE OAK HOMES, LC, A TEXAS LIMITED COMPANY

This Municipal Services Agreement ("Agreement") is entered into on 22nd day of July, 2022 by and between the City of Lubbock, Texas, a home-rule municipality of the State of Texas, ("City") and Lone Oak Homes, LC, a Texas limited company ("Owner"), collectively referred to as ("Parties").

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Local Government Code ("LGC") permits the City to annex an area when each owner of land in an area requests the annexation;

WHEREAS, the Owner owns a certain parcel of land situated in Lubbock, Texas which consists of approximately 144 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached to and incorporated herein ("Property");

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property;

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, and said petition for annexation is set forth as Exhibit "B" attached to and incorporated herein ("Petition");

WHEREAS, the City and the Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the Lubbock City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, the City and the Owner agree as follows:

1. **PROPERTY**. This Agreement is only applicable to the Property, which is the subject of the annexation.

2. **INTENT**. It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with the service plan below and state law, which may be accomplished through any means permitted by law.

3. **MUNICIPAL SERVICES**.

A. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with the applicable city ordinances, rules, regulations, and policies.

i. Fire Services

a. *Existing Services*: None

b. *Services to be Provided:* Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No.10, located at 4810 Martin Luther King Blvd., Station No. 14, located at 2402 96th Street, and Station 8, located at 2120 50th Street. Station No. 10 is approximately 2.4 miles from the proposed annexation with an approximate response time of 3 to 4 minutes. Station 14 is approximately 3.4 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Station No. 8 is approximately 3.8 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Fire suppression activities can be afforded to the annexed area with an acceptable response time within current appropriation. Fire Prevention activities will be provided by the Fire Marshal's office as needed. This annexation will require the addition of 1 (one) Outdoor Warning System siren.

ii. First Responder Emergency Medical Services

a. *Existing Services*: None

b. *Services to be Provided*: Lubbock Fire Rescue is a Basic Life Support (BLS) First Responder Organization. BLS First Responder emergency medical response will be provided by Fire Station No.10, located at 4810 Martin Luther King Blvd., Station No. 14, located at 2402 96th Street, and Station 8, located at 2120 50th Street. Station No. 10 is approximately 2.4 miles from the proposed annexation with an approximate response time of 3 to 4 minutes. Station 14 is approximately 3.4 miles from the proposed

annexation with an approximate response time of 5 to 6 minutes. Station No. 8 is approximately 3.8 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Emergency medical transport is provided by the Lubbock County Hospital District.

iii. Police Services

a. *Existing Services*: None

b. *Services to be Provided*: The Police Department's responsibility for responding to emergency and non-emergency law enforcement calls for service and to provide law enforcement patrol coverage in an effort to prevent, reduce, mitigate and solve crimes will extend to this area on the effective date of annexation. These services can be provided within the department's current budget.

iv. Building Safety Services

a. *Existing Services*: None

b. *Services to be Provided*: The Building Safety Department will provide construction code enforcement services upon annexation. This includes construction plan review and field inspection services and the issuance of building, electrical, and plumbing/mechanical permits for any new construction and remodeling, as well as enforcement of all other applicable laws and codes that regulate building construction within the City of Lubbock. As land is developed, the need for additional personnel and budget appropriations will be dependent upon the type, intensity and rate of development within the annexed area as well as areas that compete for those resources.

v. Planning and Zoning Services

a. *Existing Services*: Subdivisions of land within the five-mile extraterritorial jurisdiction (ETJ) of the city are required to have a plat of the subdivision prepared in accordance with the City of Lubbock subdivision regulations. Currently, plats and subdivisions in the ETJ are approved by the Planning and Zoning Commission, as well as the County Commissioner's Court, as may be dictated by applicable state statutes and City ordinances. Similarly, signs and billboards are regulated within the ETJ pursuant to the City's sign ordinance, as authorized by State law. No other Planning department services are authorized or offered outside of the City limits, including zoning.

b. *Services to be Provided*: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The annexed areas will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. These services can be provided within the department's current budget.

vi. GIS and Data Services

a. *Existing Services*: None

b. *Services to be Provided*: GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City Secretary for elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses, street names and street signs, and to Planning for transitional zoning. GIS will facilitate a meeting with Lubbock Emergency Communication District, Police and Fire for determination of updated information for 911 Dispatch. Updated GIS information that is public will also be reflected on the GIS mapping website for citizens.

vii. Publicly Owned Parks, Facilities, and Buildings

a. Existing Services: City of Lubbock Library's materials, services, and programs are currently available to anyone who lives in Lubbock County.

b. Services to be Provided: Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including community service facilities, libraries, swimming pools, etc.) and buildings throughout the City. Upon the effective date of annexation, staff will study areas to be included in future versions of the Parks Master Plan. Any addition of parkland will create additional expenses to the Parks and Recreation operating budget. The Library will continue to provide services to all of Lubbock County, including the area to be annexed. These services are provided within the department's current budget.

viii. Code Administration Services

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock's Code Administration department will implement the enforcement of local ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Administration Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

ix. Environmental Health Department Services

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock's Environmental Health Departments will implement the enforcement of local, state, and federal rules, regulations, and ordinances on the effective date of the annexation. Such services can be provided with current Environmental Health Department Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

x. Animal Services

a. *Existing Services*: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

b. *Services to be Provided*: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation, but response times may increase.

xi. Street Services

a. *Existing Services:* City of Lubbock Public Works currently maintains any roads that are within the City of Lubbock City Limits adjacent to these plats.

b. *Services to be Provided:* Newly annexed areas adjacent to, or bordering, unpaved arterials will require a two-lane section of roadway to be built along with the development with interconnectivity to adjacent paved arterial streets. The pavement structure will require an appropriate pavement design meeting a minimum design standard for an arterial street. These roadways will be required to be built once any connection including streets or alleyways is made to the unpaved arterial road by the voluntary

annexation area. The developer will receive offsets from impact fees as the adjacent unpaved arterial roadway is built.

xii. Storm Water Management Services

a. *Existing Services*: City maintains jurisdiction of playa lakes within the ETJ. TCEQ (Texas Commission on Environmental Quality) has jurisdiction of enforcement and compliance with stormwater related permits outside the City limits.

b. *Services to be Provided*: As land is developed, developers will provide plans for addressing the conveyance of storm water drainage. The Development Engineering staff will review the drainage plans for compliance with the current drainage regulations and policies. Any major improvements for conveyance will be inspected for compliance by the city staff at time of completion. Additionally, as land is developed and building permits are requested, Storm Water staff reviews each permit request for compliance with the Chapters 22 (City's Stormwater permit) and Chapter 30 (Lakes and Floodplains) of the City Code. After permit issuance, inspections of the construction sites are to ensure compliance with the City Code and state regulations. Depending on the type and intensity of development within the annexed area, the need for additional personnel and budget appropriations may be needed to provide adequate customer service (development and permit review and inspections). TCEQ Stormwater permit holders will be transitioned from TCEQ oversight to City of Lubbock oversight, i.e. inspection and compliance of these existing facilities will now be the responsibility of the Storm Water Staff.

xiii. Street Lighting

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

xiv. Traffic Engineering Services

a. *Existing Services*: None

b. *Services to be Provided*: Upon annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic

control devices will be provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

xv. Water and Sanitary Sewer Services

a. *Existing Services*: None

b. *Services to be Provided*: Availability of water and sewer is at the request and expense of the user, and shall be provided within current policies and ordinances of the City. Water and sewer for domestic and commercial use, when installed, will be available at approved City rates. Water for fire protection will be available through lines only after service lines are installed by the developer.

c. Both Water and Sewer will require a study in order to assure services to the voluntary annexation. Nearly all the voluntary annexation area is outside of our current Water and Sewer Models and Master Plan for potential Capital Projects.

d. Water will need to be looped appropriately to ensure appropriate fire flows as well as assuring no dead end water mains are left within the system once developed. The water loop will be required within three (3) years of installation of a dead end water main.

e. The annexation area will require a lift station in order to receive sewer services. The lift station shall be sized as to minimize the number of lift stations which will be turned over to the City of Lubbock. The Lift Station will service the entirety of the voluntary annexed area if feasibly possible.

xvi. Solid Waste Services

a. *Existing Services*: None

b. *Services to be Provided:* Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Since there is potential residential growth within this area of annexation, impact to services has been determined to be gradual. Additional driver and equipment can be projected when 1,000 residential unit structures are occupied, and an increase in staffing and equipment will be needed as development continues within this proposed annexation area and exceeds route collection averages. The landfill will be able to handle this request.

The only impact would be that the City could anticipate landfilling additional solid waste tonnage and ultimately developing the next landfill cell sooner than currently projected. However, the developer may be asked to assist with infrastructure for residential waste collection, i.e. carts or dumpsters.

c. *Service Route:* Until such time as adjacent unpaved roadways are built all City Solid Waste services will be routed through and upon Paved Arterial Roadways only. Solid Waste will not route trucks down unpaved roadways to service alleyways in any case.

B. It is understood and agreed that the City is not required to provide a service that is not included in this agreement.

C. Owner understands and acknowledges that the City departments listed above may change name or be-reorganized by the City Manager. Any reference to a specific department also includes any subsequent department that will provide the same or similar services.

4. **AUTHORITY**. City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledge that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

5. **SEVERABILITY**. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of the Agreement.

6. **INTERPRETATION**. The Parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that to each of them it was recommended to seek legal advice and each Party was given adequate opportunity to seek representation of legal counsel in the negotiation and drafting of this Agreement.

7. **GOVERNING LAW AND VENUE**. Venue shall be in the state courts located in Lubbock County, Texas and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

8. **NO WAIVER**. The failure to either party to insist upon the performance of any term or provision of this Agreement or to exercise any right grated hereunder shall not constitute a

waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

9. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

10. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the term and conditions of this Agreement.

12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Properties and is binding on the Owner.

13. **CH. 43 DISCLOSURE IN COMPLIANCE WITH THE TEXAS LOCAL GOVERNMENT CODE SEC. 43.004**

    A. The City discloses that the Landowner is not required to enter into this agreement, however if the Landowner desires to have their property annexed, the Texas Local Government Code Sec. 43.0672 requires a written agreement for the provision of municipal services;

    B. The City may, in compliance with and under the authority of the Texas Local Government Code Subchapter C-3, annex the Landowner's property upon the Landowner's request;

    C. The procedural mechanisms in order to annex the Landowners property shall be as follows:
        1. The Landowner of the property must petition the City requesting the annexation of Landowner's property;

        2. If the City desires to annex Landowner's property, a written agreement shall be made with each Landowner requesting property to be annexed and said agreement shall include:

            a. All of the services the City will provide to the property once annexed; and

b. A schedule of any services the City will provide at a later time, if not at the time of annexation.

D. The above procedures shall require the consent and signature of the City and the Landowner; and

E. The City waives immunity from suit for the purpose of adjudicating a claim for breach of the agreement.

14. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between said Parties. This Agreement shall not be amended unless executed in writing by all Parties.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

George Hardberger, Lone Oak Homes, LC, Manager

Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 22ND day of JULY, 2022, to certify which witness my hand and official seal.

[Seal]

DIANA SMITH
My Notary ID # 2097812
Expires April 26, 2024

[Signature]

[Printed name] DIANA SMITH

Notary Public in and for the State of Texas

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Theresa Atiee, Lone Oak Homes, LC, Manager

Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 22nd day of July, 2022, to certify which witness my hand and official seal.

DIANA SMITH
My Notary ID # 2097812
Expires April 26, 2024

[Seal]

[Signature]

[Printed name] DIANA SMITH

Notary Public in and for
the State of Texas

City of Lubbock TEXAS

VOLUNTARY ANNEXATION APPLICATION

APPLICATION IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES

MINIMUM SUBMITTAL REQUIREMENTS:

- ☑ Application provided by City of Lubbock completed in full. This application must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☑ Annexation petition provided by City of Lubbock with notarized signature(s).
- ☑ Map of the subject property.
- ☑ A legal description of the property (including a survey, field notes or legal description with subdivision, lot and block) labeled as Exhibit A.
- ☑ Ownership Documents. A clean copy of recorded warranty deed or other document(s) verifying ownership of all property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign petition on behalf of entity must be included.
- ☐ One digital copy of all of the above.
- ☐ If designating a representative, the affidavit designating representative with notarized signature(s).

Property Owner(s): LONE OAK HOMES, LC

Address: P.O. BOX 1219, LUBBOCK, TX 79408 (mail)

Address: 1602 TEXAS AVE, LUBBOCK, TX 79401

cell Telephone: (806) 548-1451 Email: ghardberger@gmail.com

office Telephone: (806) 745-2687 Email:

Acreage of property: 142.53 Number of lots and proposed use: eventual commercial and residential development

Check one:

- ☑ I will represent my application and petition before city staff and the City Council.
- ☐ I hereby authorize the person named in the attached affidavit to act as my representative in this application before city staff and the City Council.

Lone Oak Homes, LC
By Gary Hardberger, Manager
Owner of record signature

Please note: The signature of owner authorizes the City of Lubbock staff to visit and inspect the property that is subject to this application. The representative is the official contact person for this project and the single point of contact. All correspondence and communication – and responsibility for responding to same – will be conducted with the representative.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Gary Hardbarger

Signed: Theresa Atiee

Signed: _____

THE STATE OF TEXAS

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Gary Hardbarger, _____, and Theresa Atiee, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 4th day of April, 2022.

NOTARY PUBLIC STATE OF TEXAS
DIANA SMITH
My Notary ID # 2097812
Expires April 26, 2024

Diana Smith

Notary Public in and for Lubbock County, Texas.

DEED 2012000935
4 PGS

GF#69406

Return to: Western Title Company

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

WARRANTY DEED WITH VENDOR'S LIEN

Date: January 10, 2012

Grantor: BETTY LOUISE WILLIAMS, Trustee of THE URVAN DEAN WILLIAMS ESTATE TRUST, created under the Terms of THE LAST WILL & TESTAMENT OF URVAN DEAN WILLIAMS, Deceased

Grantee: LONE OAK HOMES, L.C

Grantee's Mailing Address:

P.O. Box 1219
Lubbock, Lubbock County, Texas 79408

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and a note of even date executed by Grantee and payable to the order of LONE STAR STATE BANK OF WEST TEXAS in the principal amount of SIX HUNDRED THOUSAND AND NO/100 DOLLARS ($600,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of LONE STAR STATE BANK OF WEST TEXAS and by a first-lien deed of trust of even date from Grantee to ALAN LACKEY, Trustee.

Property (including any improvements):

TRACT 1:
METES AND BOUNDS DESCRIPTION of a 150.97acre tract of land located in Section 7, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a pk nail with washer set for the Northeast corner of Section 7, Block E, Lubbock County, Texas, being the Northeast corner of this tract;

THENCE S. 00°05'31" E., along the East line of said Section 7, a distance of 1761.10 feet to a ½" iron rod found at the Northeast corner of a 53.32 acre tract of land described in Volume 7532, Page 268, Official Public Records of Lubbock County, Texas, and the most Easterly Southeast corner of this tract;

THENCE N. 89°56'31" W., along the North line of said 53.32 acre tract, a distance of 2639.80 feet to a ½" iron rod with cap found in the East line of the Northwest Quarter of said Section 7, at the Northwest corner of said 53.32 acre tract and a corner of this tract;

THENCE S. 00°06'31" E., along the East line of the Northwest Quarter of said Section 7 and the West line of said 53.32 acre tract, a distance of 605.00 feet to a ½" iron rod with cap set for the most Southerly Southwest corner of this tract;

THENCE N. 67°13'56" W., a distance of 860.35 feet to a ½" rod with cap set for a corner of this tract;

THENCE N. 89°55'53" W., a distance of 525.00 feet to a ½" rod with cap set in the East right-of-way line of County Road 24-A described in Volume 1498, Page 965, Deed Records of Lubbock County, Texas, for the most Westerly Southwest corner of this tract;

THENCE N.00°07'09" E., along said East right-of-way line, a distance of 709.67 feet to a ½" iron rod with cap found at the Southwest corner of a 8.62 acre tract as described in Volume 5848, Page 61, Real Property Records of Lubbock County, Texas for the most Westerly Northwest corner of this tract;

THENCE S.89°55'53" E., along the South line of said 8.62 acre tract, at 321.87 feet pass a point for the Southeast corner of said 8.62 acre tract and the Southwest corner of a 9.07 acre tract as described in Volume 5848, Page 63, Real Property Records of Lubbock County, Texas, continuing for a total distance of 659.05 feet to a ½" iron rod found at the Southeast corner of said 9.07 acre tract and a corner of this tract;

THENCE N.00°07'09" E., along the East line of said 9.07 acre tract, at 1271.87 feet pass a 5/8" iron rod with cap found in reference, continuing for a total distance of 1321.87 feet to a cotton spindle with washer found in the North line of Section 7, Block E, for the Northeast corner of said 9.07 acre tract and the Northwest corner of this tract;

THENCE S.89°55'30" E., along the North line of said Section 7 a distance of 650.56 feet to a cotton spindle found at the Northeast corner of the Northwest quarter of said Section 7, and a point of intersection;

THENCE S. 89°59'54" E., along the North line of said Section 7, a distance of 2640.31 feet to the POINT OF BEGINNING.

TRACT 2:

METES AND BOUNDS DESCRIPTION of a 15.36 acre tract of land located in the Northwest Quarter of Section 7, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a ½" iron rod with cap found at the Southeast corner of the Northwest Quarter of Section 7, Block E, Lubbock County, Texas;

THENCE N. 89°55'53" W., along the South line of the Northwest Quarter of said Section 7, a distance of 1320.10 feet to a ½" iron rod with cap found in the East right-of-way line of County Road 24-A as described in Volume 1498, Page 965, Deed Records of Lubbock County, Texas, at the Southwest corner of this tract;

THENCE N.00°07'09" E., along said East right-of-way line a distance of 607.00 feet to a ½" iron rod with cap set for the Northwest corner of this tract;

THENCE S.89°55'53" E., a distance of 525.00 feet to a ½" iron rod with cap set for the most Northerly Northeast corner of this tract;

THENCE S. 67°13'56" E., a distance of 860.35 feet to a ½" iron rod with cap set in the East line of the Northwest Quarter of said Section 7, for the most Easterly Northeast corner of this tract;

THENCE S. 00°06'31" E., along the East line of the Northwest Quarter of said Section 7, a distance of 275.00 feet to the POINT OF BEGINNING.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

LONE STAR STATE BANK OF WEST TEXAS, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of LONE STAR STATE BANK OF WEST TEXAS and are transferred to LONE STAR STATE BANK OF WEST TEXAS without recourse against Grantor.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

Betty Louise Williams

BETTY LOUISE WILLIAMS, Trustee of THE URVAN DEAN WILLIAMS ESTATE TRUST, created under the Terms of THE LAST WILL & TESTAMENT OF URVAN DEAN WILLIAMS, Deceased

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

Acknowledged before me, the undersigned notary on this 10 day of January, 2012, by BETTY LOUISE WILLIAMS, Trustee of THE URVAN DEAN WILLIAMS ESTATE TRUST, created under the Terms of THE LAST WILL & TESTAMENT OF URVAN DEAN WILLIAMS, Deceased.

NOTARY PUBLIC STATE OF TEXAS
ROBERT A. BRANDT
Notary Public, State of Texas
My Commission Expires 5-22-2012

Notary Public, State of Texas

MINUTES OF ANNUAL MEETING OF MEMBERS AND MANAGER OF LONE OAK HOMES, LLC

On the 7th of January, 2022 at 10:00 a.m., a called Meeting of the Members and Managers of Lone Oak Homes, LC was held at the offices of George Hardberger at 1602 Texas Avenue, Lubbock, Texas with the following persons present:

GEORGE HARDBERGER and THERESA ATIEE

George Hardberger, Chairman, called the meeting to order. Minutes from the previous meeting were read and unanimously approved. The Chairman gave a financial report. He reported that the crop was not very good. Yield on the MLK farm was well under 2.5 bales per acre, but prices are higher than last year and the quality of the crop was pretty good. Net income will be modest. The Hale County farm made a pretty good crop and the rent check was better than normal.

The Chairman reported that for the 2022 crop, the MLK farm will be rented to Raider Ag, LLC. Dustin Bell and Jason Thomas own Raider Ag and were recommended by Bernie Thiel. Lanny Marshall, the previous tenant, had not done well the two years he rented the farm and voluntarily gave it up.

Chairman Hardberger stated that Lone Oak is applying to have the Lubbock farm annexed into the city. That will enable Lone Oak to get city utilities when the time comes for development, which is likely a few years away.

The membership, comprised of George Hardberger and Theresa Atiee, 50% each, unanimously elected George Hardberger as manager for the calendar year 2022.

There being no further business, the meeting was adjourned.

GEORGE HARDBERGER

THERESA ATIEE

82nd Street

Section 6, Block E

N 88°08'39" W 2426.70'

North Line Section 7, Block E

NECorner Section 7, Block E

S 88°08'39" E 864.00'

150.00'

S 88°08'39" E 2428.71'

City Limits Line Per Ordinance 2544, September 11, 1958, 150' South of Section Line

150.01'

POB
The NE Corner of Section 7, Block E Bears
S 88° 08' 39" E, 864.00' &
N 01° 11' 25" E, 150.01'

S 01°11'25" W 527.88'

N 01°11'25" E 677.89'

CCFN 2015028276

S 88°21'20" E 699.93'

S 02°42'08" W 418.20'

Martin Luther King Boulevard
CR 2500

CCFN 2015001914

S 01°45'24" W 140.22'

140.00'

224.52'
S 87°24'09" E

S 01°44'44" W 525.35'

N 01°57'31" E 1321.75'

N 01°57'31" E 1171.75'

144.16 Acres

V. 5848, P. 61

V. 5848, P. 63

S 88°07'05" E 689.03'

CR 2420

N 01°57'33" E 1316.83'

N 88°06'19" W 2699.80'

S 01°43'06" W 880.00'

V. 7532, P. 268

N 88°05'56" W 1350.18'

S:\COORDINATES\SECTIONBLOCK\Block E\SECTION 7\Section 7 Block E March 2021 Reduced CRD.dwg, 5/23/2022 3:57:50 PM, SHARP MX-2300N PCL6

ABACUS ENGINEERING
SURVEYING
Texas Surveying No. 101153-00
Texas Engineering Firm No. 4368

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

FIELD NOTES for a 144.16 acre tract of land out of Section 7, Block E, G.C. & S.F. R.R. Co. Survey, Lubbock County, Texas and being more particularly described as follows:

BEGINNING at a point in the Lubbock City Limits as described in City of Lubbock Ordinance Number 2544, adopted September 11, 1958 and the West line of the 14.91 acre tract described in Lubbock County Clerk File Number (CCFN) 2015028276, for the most Northerly Northeast corner of this tract from which the Northeast corner of Section 7 bears N 01° 11' 25" E(Texas North Central Zone Bearing Basis), 150.01 feet and S 88° 08' 39" E, 864.00 feet;

THENCE S 01°11'25" W, with a Westerly line of the 14.91 acre tract, 527.88 feet to a found 1/2" iron rod for a corner of this tract;

THENCE S 88°21'20" E, with a Southerly line of the 14.91 acre tract, 699.93 feet to a found iron rod with orange cap for a corner of this tract.

THENCE S 02°42'08" W, 418.20 feet to the most Southerly Southwest corner of the 14.91 acre tract and a corner of this tract;

THENCE S 01°45'24" W, with the West line of the 0.53 acre tract described in CCFN 2015001914, a distance of 140.22 feet to a found iron rod with yellow cap for the Southwest corner of the 0.53 acre tract and a corner of this tract;

THENCE S 87°24'09" E, with the South line of the 0.53 acre tract, at 164.52 feet pass the East line of Section 7 and the West line of County Road 2500 (Martin Luther King Boulevard), in all 224.52 feet to a point in the East line of County Road 2500 for the most Easterly Northeast corner of this tract;

THENCE S 01°44'44" W, with the East line of County Road 2500(Martin Luther King Boulevard), 525.35 feet to the Southeast corner of this trac t;

THENCE N 88°06'19" W, at 60.00 feet pass the Northeast corner of the 53.327 acre tract described in Volume 7352, Page 268, Lubbock County Official Public Records (LCOPR), continuing, with the North line of the 53.327 acre tract, 2699.80 feet to a found iron rod with yellow cap for a corner of this tract;

THENCE S 01°43'06" W, with the West line of the 53.327 acre tract, 880.00 feet to a found iron rod with yellow cap for the Southwest corner of the Northeast Quarter (NE/4) of Section 7 and the most Southerly Southeast corner of this tract;

THENCE N 88°05'56" W, with the South line of the Northwest Quarter (NW/4) of Section 7, at a distance of 1320.18 feet pass a found iron rod with yellow cap, in all 1350.18 feet to the Southwest corner of this tract;

THENCE N 01°57'33" E, with the West line of County Road 2420, a distance of 1316.83 feet to the most Westerly Northwest corner of this tract;

THENCE S 88°07'05" E, at 30.00 feet pass a found iron rod with yellow cap, continuing along the South line of the two tracts described in Volume 5848, Pages 61 and 63, Lubbock County Real Property Records(LCRPR), 689.03 feet to a found 1/2" iron rod for a corner of this tract;

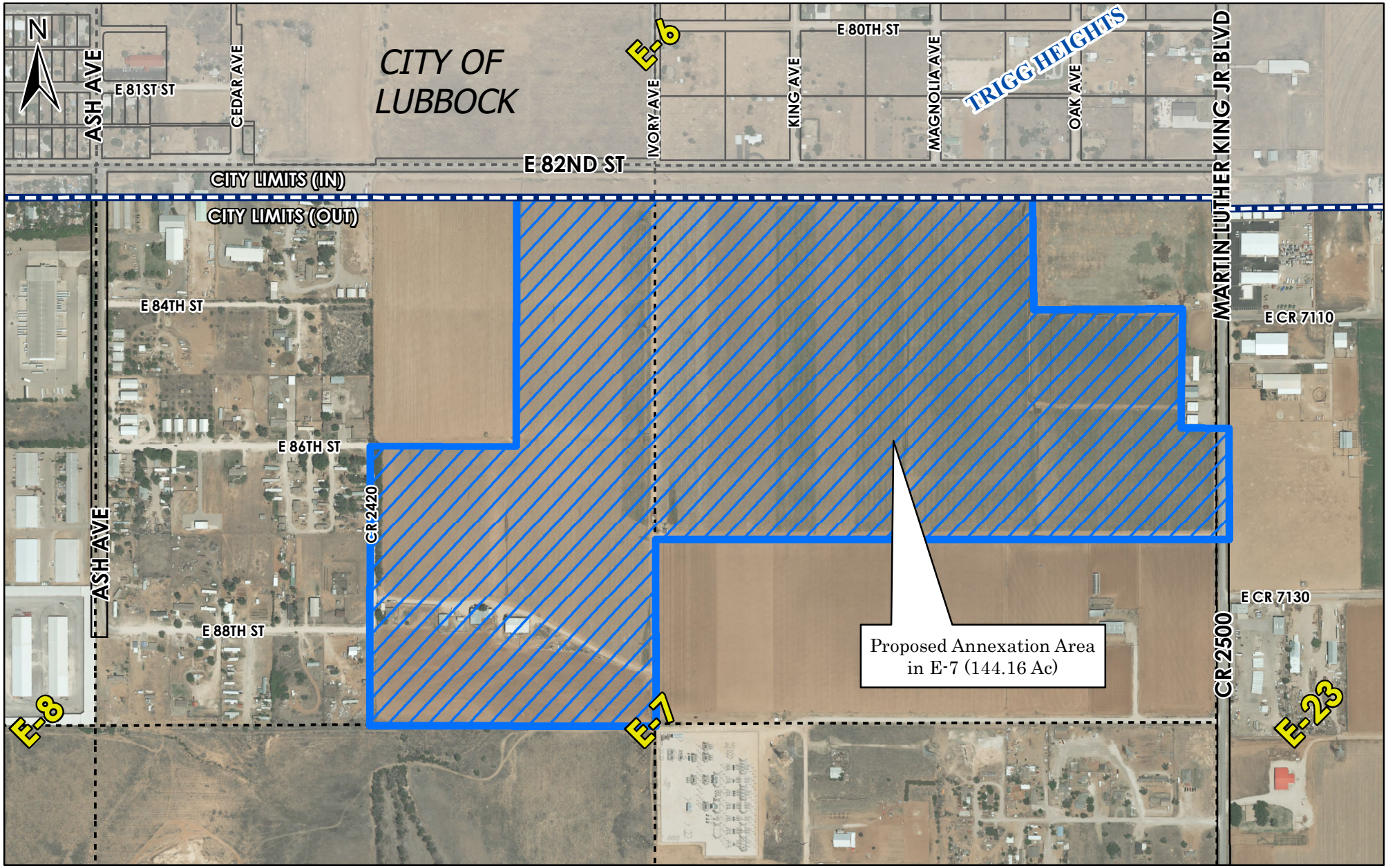
THENCE N 01°57'31" E, with the East line of the tract described in Volume 5848, Page 63, LCRPR, 1171.75 feet to a point in the Lubbock City Limits line as described in City of Lubbock Ordinance Number 2544, adopted September 11, 1958, for the most Northerly Northwest corner of this tract;

THENCE S 88°08'39" E, with the said City Limits line and being 150 feet South of a parallel with the North line of Section 7, Block E, 2428.71 feet to the PLACE of BEGINNING and containing 144.16 acres.

These Notes are based on a survey made on the ground February 22, 2022.
Jonathan M. Cieszinski, RPLS 4460
May 23, 2022



Proposed Annexation Area (144.16 Ac) Located in Section 7, Block E, Lubbock County



Digital Orthophotography - May 2021

As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

0 500 1000 1500 2000 2500

Feet

City of Lubbock TEXAS

Information

Agenda Item

Resolution - Finance: Consider a resolution adopting a proposed tax rate that will result in additional revenues as outlined in Section 26.05 (d) of the Tax Code of the State of Texas, and setting the date for the public hearing to discuss the proposed tax rate.

Item Summary

When a proposed tax rate exceeds the voter-approval rate or the no-new-revenue rate, whichever is lower, State law requires that the City Council must vote to place a proposal to adopt the rate on the agenda of a future meeting as an action item. The rate proposed in the FY 2022-23 Operating Budget is $0.483230 per $100 valuation, which is higher than the 2022 no-new-revenue rate of $0.476762 and lower than the 2022 voter-approval rate of $0.488963. The debt rate is proposed to decrease from $0.120266 to $0.108317, and the proposed maintenance and operations rate decreases from $0.381257 to $0.354866. The economic development rate also decreases in the proposed tax rate to $0.020047. This budget will raise more revenue from property taxes than last year's budget by $4,720,457, which is a 4.87% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $2,969,882.

The certified values were received from the Lubbock Central Appraisal District on July 25, 2022. The calculated no-new-revenue rate and the voter-approval tax rate calculations were received from Lubbock Central Appraisal District on July 29, 2022.

The approval of this resolution is not the adoption of the tax rate, but is required for the publication of a proposed tax rate and the scheduling of a public hearing to discuss the proposed tax rate. The rate that is formally adopted by the City Council in September 2022, will follow a public hearing, two readings of the tax ordinance, and public discussion.

The Texas Constitution and Property Tax Code embody the concept of truth-in-taxation to require taxing units to comply with certain steps in adopting their tax rates. The truth-in-taxation laws have two purposes:

1. To make taxpayers aware of tax rate proposals; and

2. To allow taxpayers, in certain cases, to roll back or limit a tax increase.

The truth-in-taxation requirements are contained in the Texas Tax Code, Chapter 26.

No-New-Revenue Tax Rate:

The 2022 no-new-revenue rate is $0.476762. The no-new-revenue tax rate is a calculated rate that will provide the City with about the same amount of revenue it received during the prior year on properties taxed in both years.

Voter-Approval Tax Rate:

The 2022 voter-approval rate is $0.488963. The voter-approval rate is a calculated maximum rate allowed by law without voter approval. The voter-approval rate provides the City with approximately the same amount of tax revenue it spent the previous year for day-to-day operations, plus a 3.5 percent increase for maintenance and operations, as well as sufficient funds to pay debts in the coming year. If the City adopts a tax rate that is higher than the voter-approval rate, an automatic election must be held on the next November uniform election date.

If the tax rate proposed by the City Council exceeds the no-new-revenue tax rate or voter-approval rate, whichever is lower, the City must follow legislative guidelines for proposing and adopting a tax rate. These guidelines include:

1. The City Council must vote to place a proposal to adopt the rate on the agenda of a future City Council meeting as an action item. The vote must be recorded. This guideline will be fulfilled with the passage of this agenda item.

2. The proposal must specify the desired rate. The City Council cannot vote to adopt a proposal to increase taxes by an unspecified amount.

3. If the motion passes, the City Council must schedule one public hearing on the proposal to increase taxes.

4. The City Council must notify the public of the date, time and place for the public hearing and publish information about the proposed tax rate no later 5 days prior to the date of the public hearing in a local newspaper and publish the notice continuously at least 7 days before the public hearing on the City of Lubbock Website and Channel 2.

5. After publishing the required notice, the City must hold the public hearing. Taxpayers must have the opportunity to express their views on the increase at the public hearing. The City Council may adopt the tax rate at the public hearing, but if they do not, they must announce at the public hearing the date and time of the meeting that they will adopt the tax rate.

6. The Tax Code requires that City Council adopt the tax rate no more than 7 days after the public hearing.

The public hearing to discuss the proposed tax rate is scheduled for 5:30 p.m. on September 6, 2022, in the City Council Chambers in Citizens Tower, at 1314 Avenue K.

Fiscal Impact

The cost of the publication of the notices is budgeted in the FY 2021-22 Operating Budget.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Property Tax Resolution

RESOLUTION

WHEREAS, the City Council of the City of Lubbock desires to place a proposal to adopt a property tax rate that will result in additional revenue as outlined in Section 26.05(d) of the Tax Code of the State of Texas on the agenda of a future meeting as an action item and schedule public hearings; NOW THEREFORE:

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

1. THAT the City Council of the City of Lubbock hereby adopts a proposed property tax rate of $0.483230 per $100 valuation that will result in additional revenue. The breakout of the tax rate is as follows:

$0.108317 per $100 valuation to the Interest and Sinking Fund;

$0.354866 per $100 valuation to the General Fund; and

$0.020047 per $100 valuation to the Economic Development Fund.

2. THAT the City Council of the City of Lubbock sets the date for the public hearing on the proposed tax rate on September 6, 2022 at 5:30 p.m. in the City Council Chambers located at 1314 Avenue K, Lubbock, Texas. A vote on the tax rate shall be placed upon a future City Council agenda.

Passed by the City Council this _____ day of _____, 2022.

VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Council members present but not voting: _____

Council members absent: _____

****

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Amy L. Sims, Assistant City Attorney

AI# 10873
Regular City Council Meeting
08/09/2022:

7. 4.

Information

Agenda Item

Resolution - Lubbock Power & Light: Consider a resolution authorizing the Mayor of the City of Lubbock to execute and submit to the Electric Reliability Council of Texas (“ERCOT”) that certain Lubbock Power & Light Notice of Intent to Opt into Retail Competition, as required by ERCOT’s Opt-in Checklist, and as attached to the resolution.

Item Summary

The Electric Reliability Council of Texas ("ERCOT") requires a minimum of twelve (12) months notice prior to opting into retail competition. This resolution approves the notice of opt-in by Lubbock Power & Light to ERCOT, subject to the City Council and the Electric Utility Board establishing the date certain for opting into retail competition at a later date.

Fiscal Impact

From the perspective of LP&L, joining the retail market will result in LP&L becoming a Transmission and Distribution Service Provider, without an ongoing power supply responsibility. This change significantly reduces operational and financial risk for LP&L, and allows the utility to focus on electric system reliability and transmission and distribution system improvement.

Staff/Board Recommending

Harvey Hall, Chief Financial Officer
Electric Utility Board

Attachments

CC Resolution
EUB Resolution

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock ("Lubbock Power & Light" or "LP&L");

WHEREAS, on February 15, 2022, by EUB Resolution No. 2022-R0010, the Electric Utility Board passed an irrevocable resolution to choose to offer customer choice to the ratepayers of LP&L, as contemplated by Chapter 40 of the Texas Utilities Code, subject to certain conditions outlined in the Resolution;

WHEREAS, on February 22, 2022, by Resolution No. 2022-R0108, the City Council of the City of Lubbock passed an irrevocable resolution to choose to offer customer choice to the ratepayers of LP&L, as contemplated by Chapter 40 of the Texas Utilities Code, subject to certain conditions outlined in the Resolution;

WHEREAS, collectively, the resolutions described above are referred to herein as the "Resolutions";

WHEREAS, the Resolutions provide that "the Director of Electric Utilities BE and is hereby DIRECTED to take all necessary steps to initiate customer choice for LP&L ratepayers, as permitted by Chapter 40 of the Texas Utilities Code, including without limitation, steps necessary to so implement customer choice, and to timely report same to the Electric Utility Board of the City of Lubbock";

WHEREAS, pursuant to the Resolutions, the Electric Utility Board and City Council of the City of Lubbock will, in the future, establish a date certain for when customer choice will begin in the City of Lubbock;

WHEREAS, the Electric Reliability Council of Texas ("ERCOT") has developed a Checklist for municipally owned utilities who opt in to retail competition ("ERCOT's Checklist");

WHEREAS, ERCOT's Checklist requires that a municipally owned utility must notify EROCT at least twelve (12) months prior to opting into retail competition;

WHEREAS, to satisfy ERCOT's Checklist, the Director of Electric Utilities may submit this notice under the authority provided by the Resolutions;

WHEREAS, the date certain for opting into retail competition shall be determined by the Electric Utility Board and the City Council at a future date in accordance with the Resolutions;

WHEREAS, for purposes of notifying ERCOT, LP&L will provide the earliest possible estimate for opting into retail competition, with the understanding that the Electric Utility Board and City Council will, in the future, determine the date certain for opting into retail competition once the conditions in the Resolutions have been satisfied; NOW THEREFORE,

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

THAT the Electric Utility Board authorizes and directs the Mayor of the City of Lubbock to execute that certain Lubbock Power & Light Notice of Intent to Opt into Retail Competition, as required by ERCOT's Checklist, in substantially the form as attached to the Resolution.

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

THAT providing this Notice of Intent to Opt into Retail Competition, substantially in the form as attached to the Resolution, provides the earliest possible date for LP&L's opt-in to retail competition, and LP&L expressly reserves the right to initiate opt-in at a later date as the circumstances may warrant. Further, such opt-in date is subject to action by the City of Lubbock City Council and the Electric Utility Board to determine the appropriate date once conditions in the opt-in Resolutions have been satisfied.

Passed by the City Council of the City of Lubbock this 9th day of August 2022.

_____
Tray Payne, Mayor

ATTEST:

_____
Becky Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Joel Ivy, Director of Electric Utilities

APPROVED AS TO FORM:

_____
Jenny Smith, LP&L General Counsel

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock ("Lubbock Power & Light" or "LP&L");

WHEREAS, on February 15, 2022, by EUB Resolution No. 2022-R0010, the Electric Utility Board passed an irrevocable resolution to choose to offer customer choice to the ratepayers of LP&L, as contemplated by Chapter 40 of the Texas Utilities Code, subject to certain conditions outlined in the Resolution;

WHEREAS, on February 22, 2022, by Resolution No. 2022-R0108, the City Council of the City of Lubbock passed an irrevocable resolution to choose to offer customer choice to the ratepayers of LP&L, as contemplated by Chapter 40 of the Texas Utilities Code, subject to certain conditions outlined in the Resolution;

WHEREAS, collectively, the resolutions described above are referred to herein as the "Resolutions";

WHEREAS, the Resolutions provide that "the Director of Electric Utilities BE and is hereby DIRECTED to take all necessary steps to initiate customer choice for LP&L ratepayers, as permitted by Chapter 40 of the Texas Utilities Code, including without limitation, steps necessary to so implement customer choice, and to timely report same to the Electric Utility Board of the City of Lubbock";

WHEREAS, pursuant to the Resolutions, the Electric Utility Board and City Council of the City of Lubbock will, in the future, establish a date certain for when customer choice will begin in the City of Lubbock;

WHEREAS, the Electric Reliability Council of Texas ("ERCOT") has developed a Checklist for municipally owned utilities who opt in to retail competition ("ERCOT's Checklist");

WHEREAS, ERCOT's Checklist requires that a municipally owned utility must notify EROCT at least twelve (12) months prior to opting into retail competition;

WHEREAS, to satisfy ERCOT's Checklist, the Director of Electric Utilities may submit this notice under the authority provided by the Resolutions;

WHEREAS, the date certain for opting into retail competition shall be determined by the Electric Utility Board and the City Council at a future date in accordance with the Resolutions;

WHEREAS, for purposes of notifying ERCOT, LP&L will provide the earliest possible estimate for opting into retail competition, with the understanding that the Electric Utility Board and City Council will, in the future, determine the date certain for opting into retail competition once the conditions in the Resolutions have been satisfied; NOW THEREFORE,

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board authorizes and directs the Chairman of the Electric Utility Board to execute that certain Lubbock Power & Light Notice of Intent to Opt into Retail Competition, as required by ERCOT's Checklist, in substantially the form as attached to the Resolution, and further recommends approval of same to the City Council of the City of Lubbock.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT providing this Notice of Intent to Opt into Retail Competition, substantially in the form as attached to the Resolution, provides the earliest possible date for LP&L's opt-in to retail competition, and LP&L expressly reserves the right to initiate opt-in at a later date as the circumstances may warrant. Further, such opt-in date is subject to action by the City of Lubbock City Council and the Electric Utility Board to determine the appropriate date once conditions in the opt-in Resolutions have been satisfied.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT this Resolution shall be null and void if the City Council shall not likewise approve and authorize the attached Notice of Intent to Opt into Retail Competition, substantially in the form as attached hereto, within ninety (90) days of the date hereof.

Passed by the Electric Utility Board this 19th day of July 2022.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

Lubbock Power & Light

The power is yours.

[DATE]

Electric Reliability Council of Texas ("ERCOT")
Attention: Market Participant Registration
8000 Metropolis Drive (Building E), Suite 100
Austin, Texas 78759
Via Certified Mail, Return Receipt Requested
Via Email: MPRegistration@ercot.com

Re: Lubbock Power & Light Notice of Intent to Opt into Retail Competition

Market Participant Registration:

Pursuant to the ERCOT Protocols, Section 16.6, and ERCOT's Opt-In Checklist, the City of Lubbock, acting by and through Lubbock Power & Light ("LP&L"), hereby provides at least twelve (12) months' notice of its intent to opt-in to retail competition, from the date of this letter. Please be advised that this date is the earliest possible date for LP&L's opt-in to competition, and LP&L expressly reserves the right to initiate opt-in at a later date as the circumstances may warrant. Further, such opt-in date is subject to action by the City of Lubbock City Council and the Electric Utility Board to determine the appropriate date once conditions in the opt-in resolutions, described below, have been met. LP&L will keep in communication with ERCOT regarding this date as the project progresses. Further, LP&L anticipates that all its customers will get transitioned to the retail market over the month following the actual opt-in date.

On February 15, 2022, and February 22, 2022, respectively, the City of Lubbock's Electric Utility Board and City Council passed irrevocable resolutions, opting into retail competition for LP&L's certificated area upon the completion of certain conditions outlined therein. Those resolutions are attached to this letter for your reference. LP&L reserves the right to update ERCOT of any delays to this schedule provided herein, because opting into retail competition can only occur once the specified conditions have been met. For clarity, however, LP&L does not have any plans to opt in prior twelve (12) months from the date of this letter.

While ERCOT and LP&L are engaging in monthly calls to ensure a smooth transition to the retail market for LP&L's customers, should ERCOT have any other questions or need to discuss matters related to retail competition, please feel free to contact Joel Ivy, Director of Electric Utilities, at (806) 775-2704 or at jivy@mail.ci.lubbock.tx.us.

Respectfully,

Dan Odom Chairman Electric Utility Board	Tray Payne Mayor City of Lubbock

Enclosures: Opt-in Resolutions

Resolution No. 2022-R0108
Item No. 8.5
February 22, 2022

RESOLUTION

WHEREAS, the City of Lubbock and its municipally owned electric utility, Lubbock Power & Light ("LP&L") are currently served with wholesale power delivered through both the Electric Reliability Council of Texas ("ERCOT") and the Southwest Power Pool Regional Transmission Organization ("SPP");

WHEREAS, in Texas, retail competition and customer choice are available within ERCOT but are not available within SPP;

WHEREAS, approximately seventy percent (70%) of LP&L's load is currently in ERCOT (the "Affected Load");

WHEREAS, LP&L has begun taking steps to move the remainder of its load, approximately thirty percent (30%), from SPP to ERCOT (the "Remaining Load");

WHEREAS, on or about October 29, 2010, LP&L purchased the majority of Southwestern Public Service Company's ("SPS") distribution assets located within the Lubbock city limits ("SPS Legacy System");

WHEREAS, LP&L is undertaking certain distribution projects to move LP&L customers on SPS's Legacy System over to LP&L's distribution system in preparation for the integration of the Remaining Load into ERCOT;

WHEREAS, LP&L intends that it will be fully integrated with one hundred percent (100%) of its load in the ERCOT market by May 31, 2023 ("LP&L's Total Load"), subject to the completion of necessary capital improvement projects and regulatory approvals;

WHEREAS, ERCOT has a robust market within which many retail electric providers ("REPs") participate, which allows customers to choose their own retail electric providers through the competitive market place;

WHEREAS, Texas law provides the opportunity for municipally owned electric utilities to provide customer choice to its customers;

WHEREAS, the municipal governing body or a body vested with the power to manage and operate a municipally owned utility has the discretion to decide when or if the municipally owned utility will provide customer choice;

WHEREAS, Texas law provides that municipally owned utilities may choose to participate in customer choice at any time on or after January 1, 2002, by adoption of an appropriate resolution of the municipal governing body or a body vested with power to manage and operate the municipally owned utility;

WHEREAS, the decision to participate in customer choice by the adoption of a resolution is irrevocable;

WHEREAS, Texas law provides that the metering function of a municipally owned utility that provides competition to customers may not be deemed competitive, and, at the option of the municipally owned utility, continue to be offered by the municipally owned utility as the sole provider;

WHEREAS, the City Council of the City of Lubbock believes that customer choice and retail electric competition will benefit the citizens of Lubbock and enhance growth and development in Lubbock;

WHEREAS, the City Council of the City of Lubbock understands that this Resolution is irrevocable;

WHEREAS, the City Council of the City of Lubbock desires to adopt this irrevocable resolution to choose to participate in customer choice upon the occurrence of specified conditions, contained herein, which are required prerequisites for offering customer choice;

WHEREAS, upon the initiation of customer choice, LP&L would continue to provide the metering function for customers within LP&L's certificated service area;

WHEREAS, the City Council of the City of Lubbock, as a municipal governing body and a governing body vested with power to manage and operate LP&L (along with the Electric Utility Board of the City of Lubbock), wishes to offer customer choice to the ratepayers of LP&L through this irrevocable resolution, upon the conditions outlined herein; NOW, THEREFORE:

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

THAT, to the extent the City Council of the City of Lubbock possesses governance jurisdiction over LP&L, as prescribed by the City Charter and Ordinances of the City of Lubbock, including without limitation, Chapter 1, Article XII, Section 1 of the City Charter and Chapter 2, Article 2.03, Division 12 of the Code of Ordinances, the City Council of the City of Lubbock hereby irrevocably chooses to offer customer choice to the ratepayers of LP&L, as contemplated by Chapter 40 of the Texas Utilities Code, subject to the conditions outlined herein.

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

THAT the Director of Electric Utilities BE and is hereby DIRECTED to take all necessary steps to initiate customer choice for LP&L ratepayers, as permitted by Chapter 40 of the Texas Utilities Code, including without limitation, steps necessary to so implement customer choice, and to timely report same to the Electric Utility Board of the City of Lubbock.

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

THAT customer choice will commence when the following conditions have been met, and this irrevocable resolution is expressly subject to the occurrence of all of the following conditions:

(1) LP&L's Total Load has been fully integrated into ERCOT for a minimum period of sixty (60) days.

(2) ERCOT and/or the Public Utility Commission of Texas, or any other applicable regulatory body, approves the initiation of customer choice for LP&L and its customers, to the extent necessary or required.

(3) The Electric Utility Board and the City Council of the City of Lubbock have established the procedures and criteria, if desired, for selecting the Provider of Last Resort ("POLR") for customers within LP&L's certificated service area as of the date of the initiation of customer choice, and have ultimately designated another entity that will serve as the POLR pursuant to Texas Utilities Code § 40.053.

(4) LP&L has the necessary software in place that bills the retail electric providers and manages customer and meter related transactions and is fully operational and all necessary testing completed.

(5) LP&L has its EDI Gateway, which consists of a communication channel with ERCOT and all other required parties, fully operational and all necessary testing completed.

(6) LP&L has completed its distribution system cutover such that all distribution within LP&L's certificated retail service area is disconnected from the SPS Legacy System, and connected with LP&L's current distribution system.

(7) The Electric Utility Board and the City Council of the City of Lubbock have determined that there are, and will continue to be, a sufficient number of retail electric providers, including a sufficient number of independent, unaffiliated retail electric providers within the ERCOT market and that are willing and able to provide service in Lubbock to adequately provide competitive customer choice for LP&L's certificated area.

(8) LP&L has executed any and all necessary contracts with REPs who intend to serve LP&L's certificated area upon the initiation of customer choice.

(9) LP&L has made any necessary filings with the PUC regarding its generation function, to the extent required under Texas Utilities Code § 40.55(a)(2) and rules promulgated thereunder.

(10) To the extent desired by the governing bodies, the Electric Utility Board has recommended and the City Council of the City of Lubbock has approved an ordinance requiring the registration of REPs that are serving the City of Lubbock pursuant to Texas Utilities Code § 39.358.

(11) The Electric Utility Board and the City Council of the City of Lubbock have approved the Tariff for Competitive Retailer Access for the City of Lubbock, acting by and through Lubbock Power & Light, as provided in 16 Texas Administrative Code § 25.215 and Appendix V to the PUC Electric Substantive Rules, 16 Texas Administrative Code, Chapter 25, and further approved the rates for open access on distribution facilities under Texas Utilities Code § 40.058, and filed same with the Public Utility Commission of Texas no later than 90 days prior to the implementation of customer choice.

(12) LP&L has taken all steps necessary to continue the metering function for its customers in its certificated service area, with such metering function not being competitive as provided in Texas Utilities Code §§ 40.053(b) and 40.057.

(13) LP&L has substantially completed installing its advanced metering infrastructure for electric service in LP&L's certificated area.

(14) The Electric Utility Board and the City Council have approved a transition to competition plan for customers in LP&L's certificated area that have not affirmatively selected their own retail electric provider prior to the date retail choice is initiated.

(15) Any of the foregoing conditions may be waived by the Electric Utility Board and the City Council if and only to the extent such conditions are no longer legally required for the adoption of customer choice in the City of Lubbock.

(16) The Electric Utility Board and the City Council of the City of Lubbock have, by resolution, confirmed that the foregoing conditions in this resolution have, in their sole judgment, been satisfied or exceeded and have established a date certain for when customer choice will begin in the City of Lubbock.

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

That retail electric customer choice shall be initiated on the completion of all conditions provided herein.

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

That the decision to initiate customer choice upon the conditions outlined herein is forever irrevocable and cannot be revoked, recalled, repealed, or altered in any way.

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

The recitals and preambles of this resolution are hereby adopted as further findings of the City Council of the City of Lubbock.

Passed by the City Council of the City of Lubbock this 22nd day of February, 2022.

Daniel Pope, Mayor

ATTEST:

Becky Garza, City Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

RESOLUTION

WHEREAS, the City of Lubbock and its municipally owned electric utility, Lubbock Power & Light ("LP&L") are currently served with wholesale power delivered through both the Electric Reliability Council of Texas ("ERCOT") and the Southwest Power Pool Regional Transmission Organization ("SPP");

WHEREAS, in Texas, retail competition and customer choice are available within ERCOT but are not available within SPP;

WHEREAS, approximately seventy percent (70%) of LP&L's load is currently in ERCOT (the "Affected Load");

WHEREAS, LP&L has begun taking steps to move the remainder of its load, approximately thirty percent (30%), from SPP to ERCOT (the "Remaining Load");

WHEREAS, on or about October 29, 2010, LP&L purchased the majority of Southwestern Public Service Company's ("SPS") distribution assets located within the Lubbock city limits ("SPS Legacy System");

WHEREAS, LP&L is undertaking certain distribution projects to move LP&L customers on SPS's Legacy System over to LP&L's distribution system in preparation for the integration of the Remaining Load into ERCOT;

WHEREAS, LP&L intends that it will be fully integrated with one hundred percent (100%) of its load in the ERCOT market by May 31, 2023 ("LP&L's Total Load"), subject to the completion of necessary capital improvement projects and regulatory approvals;

WHEREAS, ERCOT has a robust market within which many retail electric providers ("REPs") participate, which allows customers to choose their own retail electric providers through the competitive market place;

WHEREAS, Texas law provides the opportunity for municipally owned electric utilities to provide customer choice to its customers;

WHEREAS, the municipal governing body or a body vested with the power to manage and operate a municipally owned utility has the discretion to decide when or if the municipally owned utility will provide customer choice;

WHEREAS, Texas law provides that municipally owned utilities may choose to participate in customer choice at any time on or after January 1, 2002, by adoption of an appropriate resolution of the municipal governing body or a body vested with power to manage and operate the municipally owned utility;

WHEREAS, the decision to participate in customer choice by the adoption of a resolution is irrevocable;

WHEREAS, Texas law provides that the metering function of a municipally owned utility that provides competition to customers may not be deemed competitive, and, at the option of the municipally owned utility, continue to be offered by the municipally owned utility as the sole provider;

WHEREAS, the Electric Utility Board of the City of Lubbock (the "EUB" or "Electric Utility Board") believes that customer choice and retail electric competition will benefit the citizens of Lubbock and enhance growth and development in Lubbock;

WHEREAS, the Electric Utility Board understands that this Resolution is irrevocable;

WHEREAS, the EUB desires to adopt this irrevocable resolution to choose to participate in customer choice upon the occurrence of specified conditions, contained herein, which are required prerequisites for offering customer choice;

WHEREAS, upon the initiation of customer choice, LP&L would continue to provide the metering function for customers within LP&L's certificated service area;

WHEREAS, the EUB, as a governing body vested with power to manage and operate LP&L (along with the City Council of the City of Lubbock), wishes to offer customer choice to the ratepayers of LP&L through this irrevocable resolution, upon the conditions outlined herein; NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT, to the extent the EUB possesses governance jurisdiction over LP&L, as prescribed by the City Charter and Ordinances of the City of Lubbock, including without limitation, Chapter 1, Article XII, Section 1 of the City Charter and Chapter 2, Article 2.03, Division 12 of the Code of Ordinances, the Electric Utility Board of the City of Lubbock hereby irrevocably chooses to offer customer choice to the ratepayers of LP&L, as contemplated by Chapter 40 of the Texas Utilities Code, subject to the conditions outlined herein.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Director of Electric Utilities BE and is hereby DIRECTED to take all necessary steps to initiate customer choice for LP&L ratepayers, as permitted by Chapter 40 of the Texas Utilities Code, including without limitation,

steps necessary to so implement customer choice, and to timely report same to the Electric Utility Board of the City of Lubbock.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT customer choice will commence when the following conditions have been met, and this irrevocable resolution is expressly subject to the occurrence of all of the following conditions:

(1) LP&L's Total Load has been fully integrated into ERCOT for a minimum period of sixty (60) days.

(2) ERCOT and/or the Public Utility Commission of Texas, or any other applicable regulatory body, approves the initiation of customer choice for LP&L and its customers, to the extent necessary or required.

(3) The Electric Utility Board and the City Council of the City of Lubbock have established the procedures and criteria, if desired, for selecting the Provider of Last Resort ("POLR") for customers within LP&L's certificated service area as of the date of the initiation of customer choice, and have ultimately designated another entity that will serve as the POLR pursuant to Texas Utilities Code § 40.053.

(4) LP&L has the necessary software in place that bills the retail electric providers and manages customer and meter related transactions and is fully operational and all necessary testing completed.

(5) LP&L has its EDI Gateway, which consists of a communication channel with ERCOT and all other required parties, fully operational and all necessary testing completed.

(6) LP&L has completed its distribution system cutover such that all distribution within LP&L's certificated retail service area is disconnected from the SPS Legacy System, and connected with LP&L's current distribution system.

(7) The Electric Utility Board and the City Council of the City of Lubbock have determined that there are, and will continue to be, a sufficient number of retail electric providers, including a sufficient number of independent, unaffiliated retail electric providers within the ERCOT market and that are willing and able to provide service in Lubbock to adequately provide competitive customer choice for LP&L's certificated area.

(8) LP&L has executed any and all necessary contracts with REPs who intend to serve LP&L's certificated area upon the initiation of customer choice.

(9) LP&L has made any necessary filings with the PUC regarding its generation function, to the extent required under Texas Utilities Code § 40.55(a)(2) and rules promulgated thereunder.

(10) To the extent desired by the governing bodies, the Electric Utility Board has recommended and the City Council of the City of Lubbock has approved an ordinance requiring the registration of REPs that are serving the City of Lubbock pursuant to Texas Utilities Code § 39.358.

(11) The Electric Utility Board and the City Council of the City of Lubbock have approved the Tariff for Competitive Retailer Access for the City of Lubbock, acting by and through Lubbock Power & Light, as provided in 16 Texas Administrative Code § 25.215 and Appendix V to the PUC Electric Substantive Rules, 16 Texas Administrative Code, Chapter 25, and further approved the rates for open access on distribution facilities under Texas Utilities Code § 40.058, and filed same with the Public Utility Commission of Texas no later than 90 days prior to the implementation of customer choice.

(12) LP&L has taken all steps necessary to continue the metering function for its customers in its certificated service area, with such metering function not being competitive as provided in Texas Utilities Code §§ 40.053(b) and 40.057.

(13) LP&L has substantially completed installing its advanced metering infrastructure for electric service in LP&L's certificated area.

(14) The Electric Utility Board and the City Council have approved a transition to competition plan for customers in LP&L's certificated area that have not affirmatively selected their own retail electric provider prior to the date retail choice is initiated.

(15) Any of the foregoing conditions may be waived by the Electric Utility Board and the City Council if and only to the extent such conditions are no longer legally required for the adoption of customer choice in the City of Lubbock.

(16) That this resolution shall be null and void and of no effect whatsoever unless the City Council shall, on or before February 28, 2022, have likewise adopted an irrevocable resolution providing customer choice within LP&L's certificated retail service area with the same conditions as provided herein.

(17) The Electric Utility Board and the City Council of the City of Lubbock have, by resolution, confirmed that the foregoing conditions in this resolution have, in their sole judgment, been satisfied or exceeded and have established a date certain for when customer choice will begin in the City of Lubbock.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

That retail electric customer choice shall be initiated on the completion of all conditions provided herein.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

That the decision to initiate customer choice upon the conditions outlined herein is forever irrevocable and cannot be revoked, recalled, repealed, or altered in any way.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

The recitals and preambles of this resolution are hereby adopted as further findings of the Electric Utility Board.

Passed by the Electric Utility Board this 15th day of February, 2022.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock ("Lubbock Power & Light" or "LP&L");

WHEREAS, on February 15, 2022, by EUB Resolution No. 2022-R0010, the Electric Utility Board passed an irrevocable resolution to choose to offer customer choice to the ratepayers of LP&L, as contemplated by Chapter 40 of the Texas Utilities Code, subject to certain conditions outlined in the Resolution;

WHEREAS, on February 22, 2022, by Resolution No. 2022-R0108, the City Council of the City of Lubbock passed an irrevocable resolution to choose to offer customer choice to the ratepayers of LP&L, as contemplated by Chapter 40 of the Texas Utilities Code, subject to certain conditions outlined in the Resolution;

WHEREAS, collectively, the resolutions described above are referred to herein as the "Resolutions";

WHEREAS, the Resolutions provide that "the Director of Electric Utilities BE and is hereby DIRECTED to take all necessary steps to initiate customer choice for LP&L ratepayers, as permitted by Chapter 40 of the Texas Utilities Code, including without limitation, steps necessary to so implement customer choice, and to timely report same to the Electric Utility Board of the City of Lubbock";

WHEREAS, pursuant to the Resolutions, the Electric Utility Board and City Council of the City of Lubbock will, in the future, establish a date certain for when customer choice will begin in the City of Lubbock;

WHEREAS, the Electric Reliability Council of Texas ("ERCOT") has developed a Checklist for municipally owned utilities who opt in to retail competition ("ERCOT's Checklist");

WHEREAS, ERCOT's Checklist requires that a municipally owned utility must notify EROCT at least twelve (12) months prior to opting into retail competition;

WHEREAS, to satisfy ERCOT's Checklist, the Director of Electric Utilities may submit this notice under the authority provided by the Resolutions;

WHEREAS, the date certain for opting into retail competition shall be determined by the Electric Utility Board and the City Council at a future date in accordance with the Resolutions;

WHEREAS, for purposes of notifying ERCOT, LP&L will provide the earliest possible estimate for opting into retail competition, with the understanding that the Electric Utility Board and City Council will, in the future, determine the date certain for opting into retail competition once the conditions in the Resolutions have been satisfied; NOW THEREFORE,

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board authorizes and directs the Chairman of the Electric Utility Board to execute that certain Lubbock Power & Light Notice of Intent to Opt into Retail Competition, as required by ERCOT's Checklist, in substantially the form as attached to the Resolution, and further recommends approval of same to the City Council of the City of Lubbock.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT providing this Notice of Intent to Opt into Retail Competition, substantially in the form as attached to the Resolution, provides the earliest possible date for LP&L's opt-in to retail competition, and LP&L expressly reserves the right to initiate opt-in at a later date as the circumstances may warrant. Further, such opt-in date is subject to action by the City of Lubbock City Council and the Electric Utility Board to determine the appropriate date once conditions in the opt-in Resolutions have been satisfied.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT this Resolution shall be null and void if the City Council shall not likewise approve and authorize the attached Notice of Intent to Opt into Retail Competition, substantially in the form as attached hereto, within ninety (90) days of the date hereof.

Passed by the Electric Utility Board this 19th day of July 2022.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

Lubbock Power & Light

The power is yours.

[DATE]

Electric Reliability Council of Texas ("ERCOT")
Attention: Market Participant Registration
8000 Metropolis Drive (Building E), Suite 100
Austin, Texas 78759
Via Certified Mail, Return Receipt Requested
Via Email: MPRegistration@ercot.com

Re: Lubbock Power & Light Notice of Intent to Opt into Retail Competition

Market Participant Registration:

Pursuant to the ERCOT Protocols, Section 16.6, and ERCOT's Opt-In Checklist, the City of Lubbock, acting by and through Lubbock Power & Light ("LP&L"), hereby provides at least twelve (12) months' notice of its intent to opt-in to retail competition, from the date of this letter. Please be advised that this date is the earliest possible date for LP&L's opt-in to competition, and LP&L expressly reserves the right to initiate opt-in at a later date as the circumstances may warrant. Further, such opt-in date is subject to action by the City of Lubbock City Council and the Electric Utility Board to determine the appropriate date once conditions in the opt-in resolutions, described below, have been met. LP&L will keep in communication with ERCOT regarding this date as the project progresses. Further, LP&L anticipates that all its customers will get transitioned to the retail market over the month following the actual opt-in date.

On February 15, 2022, and February 22, 2022, respectively, the City of Lubbock's Electric Utility Board and City Council passed irrevocable resolutions, opting into retail competition for LP&L's certificated area upon the completion of certain conditions outlined therein. Those resolutions are attached to this letter for your reference. LP&L reserves the right to update ERCOT of any delays to this schedule provided herein, because opting into retail competition can only occur once the specified conditions have been met. For clarity, however, LP&L does not have any plans to opt in prior twelve (12) months from the date of this letter.

While ERCOT and LP&L are engaging in monthly calls to ensure a smooth transition to the retail market for LP&L's customers, should ERCOT have any other questions or need to discuss matters related to retail competition, please feel free to contact Joel Ivy, Director of Electric Utilities, at (806) 775-2704 or at jivy@mail.ci.lubbock.tx.us.

Respectfully,

Dan Odom Chairman Electric Utility Board	Tray Payne Mayor City of Lubbock

Enclosures: Opt-in Resolutions

Resolution No. 2022-R0108
Item No. 8.5
February 22, 2022

RESOLUTION

WHEREAS, the City of Lubbock and its municipally owned electric utility, Lubbock Power & Light ("LP&L") are currently served with wholesale power delivered through both the Electric Reliability Council of Texas ("ERCOT") and the Southwest Power Pool Regional Transmission Organization ("SPP");

WHEREAS, in Texas, retail competition and customer choice are available within ERCOT but are not available within SPP;

WHEREAS, approximately seventy percent (70%) of LP&L's load is currently in ERCOT (the "Affected Load");

WHEREAS, LP&L has begun taking steps to move the remainder of its load, approximately thirty percent (30%), from SPP to ERCOT (the "Remaining Load");

WHEREAS, on or about October 29, 2010, LP&L purchased the majority of Southwestern Public Service Company's ("SPS") distribution assets located within the Lubbock city limits ("SPS Legacy System");

WHEREAS, LP&L is undertaking certain distribution projects to move LP&L customers on SPS's Legacy System over to LP&L's distribution system in preparation for the integration of the Remaining Load into ERCOT;

WHEREAS, LP&L intends that it will be fully integrated with one hundred percent (100%) of its load in the ERCOT market by May 31, 2023 ("LP&L's Total Load"), subject to the completion of necessary capital improvement projects and regulatory approvals;

WHEREAS, ERCOT has a robust market within which many retail electric providers ("REPs") participate, which allows customers to choose their own retail electric providers through the competitive market place;

WHEREAS, Texas law provides the opportunity for municipally owned electric utilities to provide customer choice to its customers;

WHEREAS, the municipal governing body or a body vested with the power to manage and operate a municipally owned utility has the discretion to decide when or if the municipally owned utility will provide customer choice;

WHEREAS, Texas law provides that municipally owned utilities may choose to participate in customer choice at any time on or after January 1, 2002, by adoption of an appropriate resolution of the municipal governing body or a body vested with power to manage and operate the municipally owned utility;

WHEREAS, the decision to participate in customer choice by the adoption of a resolution is irrevocable;

WHEREAS, Texas law provides that the metering function of a municipally owned utility that provides competition to customers may not be deemed competitive, and, at the option of the municipally owned utility, continue to be offered by the municipally owned utility as the sole provider;

WHEREAS, the City Council of the City of Lubbock believes that customer choice and retail electric competition will benefit the citizens of Lubbock and enhance growth and development in Lubbock;

WHEREAS, the City Council of the City of Lubbock understands that this Resolution is irrevocable;

WHEREAS, the City Council of the City of Lubbock desires to adopt this irrevocable resolution to choose to participate in customer choice upon the occurrence of specified conditions, contained herein, which are required prerequisites for offering customer choice;

WHEREAS, upon the initiation of customer choice, LP&L would continue to provide the metering function for customers within LP&L's certificated service area;

WHEREAS, the City Council of the City of Lubbock, as a municipal governing body and a governing body vested with power to manage and operate LP&L (along with the Electric Utility Board of the City of Lubbock), wishes to offer customer choice to the ratepayers of LP&L through this irrevocable resolution, upon the conditions outlined herein; NOW, THEREFORE:

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

THAT, to the extent the City Council of the City of Lubbock possesses governance jurisdiction over LP&L, as prescribed by the City Charter and Ordinances of the City of Lubbock, including without limitation, Chapter 1, Article XII, Section 1 of the City Charter and Chapter 2, Article 2.03, Division 12 of the Code of Ordinances, the City Council of the City of Lubbock hereby irrevocably chooses to offer customer choice to the ratepayers of LP&L, as contemplated by Chapter 40 of the Texas Utilities Code, subject to the conditions outlined herein.

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

THAT the Director of Electric Utilities BE and is hereby DIRECTED to take all necessary steps to initiate customer choice for LP&L ratepayers, as permitted by Chapter 40 of the Texas Utilities Code, including without limitation, steps necessary to so implement customer choice, and to timely report same to the Electric Utility Board of the City of Lubbock.

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

THAT customer choice will commence when the following conditions have been met, and this irrevocable resolution is expressly subject to the occurrence of all of the following conditions:

(1) LP&L's Total Load has been fully integrated into ERCOT for a minimum period of sixty (60) days.

(2) ERCOT and/or the Public Utility Commission of Texas, or any other applicable regulatory body, approves the initiation of customer choice for LP&L and its customers, to the extent necessary or required.

(3) The Electric Utility Board and the City Council of the City of Lubbock have established the procedures and criteria, if desired, for selecting the Provider of Last Resort ("POLR") for customers within LP&L's certificated service area as of the date of the initiation of customer choice, and have ultimately designated another entity that will serve as the POLR pursuant to Texas Utilities Code § 40.053.

(4) LP&L has the necessary software in place that bills the retail electric providers and manages customer and meter related transactions and is fully operational and all necessary testing completed.

(5) LP&L has its EDI Gateway, which consists of a communication channel with ERCOT and all other required parties, fully operational and all necessary testing completed.

(6) LP&L has completed its distribution system cutover such that all distribution within LP&L's certificated retail service area is disconnected from the SPS Legacy System, and connected with LP&L's current distribution system.

(7) The Electric Utility Board and the City Council of the City of Lubbock have determined that there are, and will continue to be, a sufficient number of retail electric providers, including a sufficient number of independent, unaffiliated retail electric providers within the ERCOT market and that are willing and able to provide service in Lubbock to adequately provide competitive customer choice for LP&L's certificated area.

(8) LP&L has executed any and all necessary contracts with REPs who intend to serve LP&L's certificated area upon the initiation of customer choice.

(9) LP&L has made any necessary filings with the PUC regarding its generation function, to the extent required under Texas Utilities Code § 40.55(a)(2) and rules promulgated thereunder.

(10) To the extent desired by the governing bodies, the Electric Utility Board has recommended and the City Council of the City of Lubbock has approved an ordinance requiring the registration of REPs that are serving the City of Lubbock pursuant to Texas Utilities Code § 39.358.

(11) The Electric Utility Board and the City Council of the City of Lubbock have approved the Tariff for Competitive Retailer Access for the City of Lubbock, acting by and through Lubbock Power & Light, as provided in 16 Texas Administrative Code § 25.215 and Appendix V to the PUC Electric Substantive Rules, 16 Texas Administrative Code, Chapter 25, and further approved the rates for open access on distribution facilities under Texas Utilities Code § 40.058, and filed same with the Public Utility Commission of Texas no later than 90 days prior to the implementation of customer choice.

(12) LP&L has taken all steps necessary to continue the metering function for its customers in its certificated service area, with such metering function not being competitive as provided in Texas Utilities Code §§ 40.053(b) and 40.057.

(13) LP&L has substantially completed installing its advanced metering infrastructure for electric service in LP&L's certificated area.

(14) The Electric Utility Board and the City Council have approved a transition to competition plan for customers in LP&L's certificated area that have not affirmatively selected their own retail electric provider prior to the date retail choice is initiated.

(15) Any of the foregoing conditions may be waived by the Electric Utility Board and the City Council if and only to the extent such conditions are no longer legally required for the adoption of customer choice in the City of Lubbock.

(16) The Electric Utility Board and the City Council of the City of Lubbock have, by resolution, confirmed that the foregoing conditions in this resolution have, in their sole judgment, been satisfied or exceeded and have established a date certain for when customer choice will begin in the City of Lubbock.

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

That retail electric customer choice shall be initiated on the completion of all conditions provided herein.

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

That the decision to initiate customer choice upon the conditions outlined herein is forever irrevocable and cannot be revoked, recalled, repealed, or altered in any way.

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

The recitals and preambles of this resolution are hereby adopted as further findings of the City Council of the City of Lubbock.

Passed by the City Council of the City of Lubbock this 22nd day of February, 2022.

Daniel Pope, Mayor

ATTEST:

Becky Garza, City Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

RESOLUTION

WHEREAS, the City of Lubbock and its municipally owned electric utility, Lubbock Power & Light ("LP&L") are currently served with wholesale power delivered through both the Electric Reliability Council of Texas ("ERCOT") and the Southwest Power Pool Regional Transmission Organization ("SPP");

WHEREAS, in Texas, retail competition and customer choice are available within ERCOT but are not available within SPP;

WHEREAS, approximately seventy percent (70%) of LP&L's load is currently in ERCOT (the "Affected Load");

WHEREAS, LP&L has begun taking steps to move the remainder of its load, approximately thirty percent (30%), from SPP to ERCOT (the "Remaining Load");

WHEREAS, on or about October 29, 2010, LP&L purchased the majority of Southwestern Public Service Company's ("SPS") distribution assets located within the Lubbock city limits ("SPS Legacy System");

WHEREAS, LP&L is undertaking certain distribution projects to move LP&L customers on SPS's Legacy System over to LP&L's distribution system in preparation for the integration of the Remaining Load into ERCOT;

WHEREAS, LP&L intends that it will be fully integrated with one hundred percent (100%) of its load in the ERCOT market by May 31, 2023 ("LP&L's Total Load"), subject to the completion of necessary capital improvement projects and regulatory approvals;

WHEREAS, ERCOT has a robust market within which many retail electric providers ("REPs") participate, which allows customers to choose their own retail electric providers through the competitive market place;

WHEREAS, Texas law provides the opportunity for municipally owned electric utilities to provide customer choice to its customers;

WHEREAS, the municipal governing body or a body vested with the power to manage and operate a municipally owned utility has the discretion to decide when or if the municipally owned utility will provide customer choice;

WHEREAS, Texas law provides that municipally owned utilities may choose to participate in customer choice at any time on or after January 1, 2002, by adoption of an appropriate resolution of the municipal governing body or a body vested with power to manage and operate the municipally owned utility;

WHEREAS, the decision to participate in customer choice by the adoption of a resolution is irrevocable;

WHEREAS, Texas law provides that the metering function of a municipally owned utility that provides competition to customers may not be deemed competitive, and, at the option of the municipally owned utility, continue to be offered by the municipally owned utility as the sole provider;

WHEREAS, the Electric Utility Board of the City of Lubbock (the "EUB" or "Electric Utility Board") believes that customer choice and retail electric competition will benefit the citizens of Lubbock and enhance growth and development in Lubbock;

WHEREAS, the Electric Utility Board understands that this Resolution is irrevocable;

WHEREAS, the EUB desires to adopt this irrevocable resolution to choose to participate in customer choice upon the occurrence of specified conditions, contained herein, which are required prerequisites for offering customer choice;

WHEREAS, upon the initiation of customer choice, LP&L would continue to provide the metering function for customers within LP&L's certificated service area;

WHEREAS, the EUB, as a governing body vested with power to manage and operate LP&L (along with the City Council of the City of Lubbock), wishes to offer customer choice to the ratepayers of LP&L through this irrevocable resolution, upon the conditions outlined herein; NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT, to the extent the EUB possesses governance jurisdiction over LP&L, as prescribed by the City Charter and Ordinances of the City of Lubbock, including without limitation, Chapter 1, Article XII, Section 1 of the City Charter and Chapter 2, Article 2.03, Division 12 of the Code of Ordinances, the Electric Utility Board of the City of Lubbock hereby irrevocably chooses to offer customer choice to the ratepayers of LP&L, as contemplated by Chapter 40 of the Texas Utilities Code, subject to the conditions outlined herein.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Director of Electric Utilities BE and is hereby DIRECTED to take all necessary steps to initiate customer choice for LP&L ratepayers, as permitted by Chapter 40 of the Texas Utilities Code, including without limitation,

steps necessary to so implement customer choice, and to timely report same to the Electric Utility Board of the City of Lubbock.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT customer choice will commence when the following conditions have been met, and this irrevocable resolution is expressly subject to the occurrence of all of the following conditions:

(1) LP&L's Total Load has been fully integrated into ERCOT for a minimum period of sixty (60) days.

(2) ERCOT and/or the Public Utility Commission of Texas, or any other applicable regulatory body, approves the initiation of customer choice for LP&L and its customers, to the extent necessary or required.

(3) The Electric Utility Board and the City Council of the City of Lubbock have established the procedures and criteria, if desired, for selecting the Provider of Last Resort ("POLR") for customers within LP&L's certificated service area as of the date of the initiation of customer choice, and have ultimately designated another entity that will serve as the POLR pursuant to Texas Utilities Code § 40.053.

(4) LP&L has the necessary software in place that bills the retail electric providers and manages customer and meter related transactions and is fully operational and all necessary testing completed.

(5) LP&L has its EDI Gateway, which consists of a communication channel with ERCOT and all other required parties, fully operational and all necessary testing completed.

(6) LP&L has completed its distribution system cutover such that all distribution within LP&L's certificated retail service area is disconnected from the SPS Legacy System, and connected with LP&L's current distribution system.

(7) The Electric Utility Board and the City Council of the City of Lubbock have determined that there are, and will continue to be, a sufficient number of retail electric providers, including a sufficient number of independent, unaffiliated retail electric providers within the ERCOT market and that are willing and able to provide service in Lubbock to adequately provide competitive customer choice for LP&L's certificated area.

(8) LP&L has executed any and all necessary contracts with REPs who intend to serve LP&L's certificated area upon the initiation of customer choice.

(9) LP&L has made any necessary filings with the PUC regarding its generation function, to the extent required under Texas Utilities Code § 40.55(a)(2) and rules promulgated thereunder.

(10) To the extent desired by the governing bodies, the Electric Utility Board has recommended and the City Council of the City of Lubbock has approved an ordinance requiring the registration of REPs that are serving the City of Lubbock pursuant to Texas Utilities Code § 39.358.

(11) The Electric Utility Board and the City Council of the City of Lubbock have approved the Tariff for Competitive Retailer Access for the City of Lubbock, acting by and through Lubbock Power & Light, as provided in 16 Texas Administrative Code § 25.215 and Appendix V to the PUC Electric Substantive Rules, 16 Texas Administrative Code, Chapter 25, and further approved the rates for open access on distribution facilities under Texas Utilities Code § 40.058, and filed same with the Public Utility Commission of Texas no later than 90 days prior to the implementation of customer choice.

(12) LP&L has taken all steps necessary to continue the metering function for its customers in its certificated service area, with such metering function not being competitive as provided in Texas Utilities Code §§ 40.053(b) and 40.057.

(13) LP&L has substantially completed installing its advanced metering infrastructure for electric service in LP&L's certificated area.

(14) The Electric Utility Board and the City Council have approved a transition to competition plan for customers in LP&L's certificated area that have not affirmatively selected their own retail electric provider prior to the date retail choice is initiated.

(15) Any of the foregoing conditions may be waived by the Electric Utility Board and the City Council if and only to the extent such conditions are no longer legally required for the adoption of customer choice in the City of Lubbock.

(16) That this resolution shall be null and void and of no effect whatsoever unless the City Council shall, on or before February 28, 2022, have likewise adopted an irrevocable resolution providing customer choice within LP&L's certificated retail service area with the same conditions as provided herein.

(17) The Electric Utility Board and the City Council of the City of Lubbock have, by resolution, confirmed that the foregoing conditions in this resolution have, in their sole judgment, been satisfied or exceeded and have established a date certain for when customer choice will begin in the City of Lubbock.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

That retail electric customer choice shall be initiated on the completion of all conditions provided herein.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

That the decision to initiate customer choice upon the conditions outlined herein is forever irrevocable and cannot be revoked, recalled, repealed, or altered in any way.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

The recitals and preambles of this resolution are hereby adopted as further findings of the Electric Utility Board.

Passed by the Electric Utility Board this 15th day of February, 2022.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

AI# 10891
Regular City Council Meeting 7. 5.
08/09/2022:

Information

Agenda Item

Ordinance Single Reading - Lubbock Power & Light: Consider an ordinance providing for the issuance of City of Lubbock, Texas, Electric Light And Power System Revenue Bonds; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract; authorizing termination of the Electric Light and Power System Revenue Revolving Note Program; and enacting other provisions relating thereto.

Item Summary

The Series 2022 and Series 2023 Revenue Bonds are needed to fund two critical steps to moving remaining customers to the Energy Reliability Council of Texas (ERCOT) and into the electric retail market:

Step 1.
*Series 2022 new money Revenue Bond Capital Improvement Plan (CIP) Projects to complete integration of the remaining load into ERCOT by May 2023, up to $70M.
*Series 2023 refunding Revenue Bond Early termination of Lubbock Power & Light's (LP&L) partial requirements power contract with Southwestern Public Service (SPS) for a one-time $77.5M payment, up to $90M.

Step 2.
Termination of the Bank of America Note Purchasing Program.

Fiscal Impact

A total of $160,000,000 is to be issued in two parts: $70,000,000 for remaining integration capital work to be priced and issued in August 2022 with an average annual debt service of $5,359,825.95 over 20 years, and the second part of $90,000,000 to fund the Partial Requirements Settlement Payment to be priced and issued in April 2023, with a $6,945,612.20 annual debt service payment over 20 years. Together, this would increase our annual debt service by $12,305,438.15.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer, City of Lubbock
Harvey Hall, Chief Financial Officer, Lubbock Power & Light

Attachments

Ordinance

Ordinance No. 2022 – O____

ORDINANCE

relating to

CITY OF LUBBOCK, TEXAS
ELECTRIC LIGHT AND POWER SYSTEM REVENUE BONDS

Adopted: August 9, 2022

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AN ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF LUBBOCK, TEXAS, ELECTRIC LIGHT AND POWER SYSTEM REVENUE BONDS; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; APPROVING THE OFFICIAL STATEMENT; APPROVING EXECUTION OF A PURCHASE CONTRACT; AUTHORIZING TERMINATION OF THE ELECTRIC LIGHT AND POWER SYSTEM REVENUE REVOLVING NOTE PROGRAM; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, in accordance with the Constitution and laws of the State of Texas, specifically Chapter 1502, Texas Government Code, as amended ("Chapter 1502"), the City of Lubbock, Texas (the "City"), has previously issued its electric light and power system revenue bonds (such outstanding revenue bonds being the "Previously Issued Bonds"), payable from and secured by a first lien on and pledge of the net revenues of the City's Electric Light and Power System (the "System");

WHEREAS, in the ordinances authorizing the issuance of the Previously Issued Bonds the City reserved the right to issue, under certain conditions, additional bonds ("Additional Bonds") on a parity as to lien and right with the Previously Issued Bonds;

WHEREAS, the conditions precedent to the issuance of Additional Bonds under the ordinances authorizing the issuance of the Previously Issued Bonds have occurred and are existing, and the City intends to issue pursuant to this Ordinance its revenue bonds as additional bonds on a parity with the Previously Issued Bonds;

WHEREAS, the City Council of the City (the "City Council") hereby finds and determines that electric light and power system revenue bonds secured by a first lien on and pledge of the Net Revenues of the System on a parity with the Previously Issued Bonds should be issued for the purposes of acquiring, purchasing, constructing, improving, renovating, enlarging, and/or equipping property, buildings, structures, facilities, and/or related infrastructure for the System;

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207"), authorizes the City to issue refunding bonds to refund all or a portion of the obligations described on Schedule I attached hereto (collectively, the "Refunded Obligation Candidates");

WHEREAS, the City Council has determined that it is in the best interests of the City to issue the Bonds (hereinafter defined) to (i) refund and redeem all or a portion of the outstanding Refunded Obligation Candidates (the "Refunded Obligations") and thereby provide permanent financing for the costs and projects initially financed through the issuance of the Refunded Obligations;

WHEREAS, the City Council has determined that the manner in which the refunding of the Refunded Obligations is being executed makes it impractical to make the determination required by Section 1207.008(a)(2), Texas Government Code, as amended;

WHEREAS, the City Council hereby finds and determines that electric light and power system revenue refunding bonds secured by a first lien on and pledge of the Net Revenues of the System on a parity with the Previously Issued Bonds should be issued for the purpose of refunding the Refunded Obligations;

WHEREAS, the revenue bonds hereinafter authorized are to be issued and delivered pursuant to Chapter 1207 and Chapter 1502 and in accordance with the general laws of the State of Texas;

WHEREAS, the City is a home-rule municipality that: (i) adopted its charter under Section 5, Article XI, Texas Constitution; (ii) has a population of 50,000 or more; and (iii) has outstanding long-term indebtedness that is rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for a long-term obligation, and therefore the City qualifies as an "Issuer" under Section 1371.001(4)(A), Texas Government Code, as amended;

WHEREAS, the City Council desires to delegate, pursuant to Chapter 1207 and Chapter 1371, Texas Government Code, as amended ("Chapter 1371"), and the parameters of this Ordinance, to the Authorized Officer, the authority to approve the principal amount, the interest rate, the number of series, the price and the other terms of the bonds authorized hereby and to otherwise take such actions as are necessary and appropriate to effect the sale of such bonds; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore,

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

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Additional Bonds" means the additional parity obligations the City reserves the right to issue in accordance with the terms and conditions prescribed in Section 9.01 hereof.

"Authorized Officer" means each of the Mayor, the City Manager and the Chief Financial Officer, acting individually.

"Average Annual Debt Service" means that amount which, at the time of computation, is derived by dividing the total amount of Debt Service to be paid over a period of years as the same is scheduled to become due and payable by the number of years taken into account in determining the total Debt Service. Capitalized interest payments provided from bond proceeds shall be excluded in making the aforementioned computation.

"Bond" means any of the Bonds.

"Bond Date" means the date designated as the initial date of the Bonds by Section 3.02(a) of this Ordinance.

"Bond Purchase Contract" means any bond purchase contract approved in Section 8.01(b) of this Ordinance.

"Bonds" means the City's bonds authorized to be issued by Section 3.01 of this Ordinance.

"Bonds Similarly Secured" means the Previously Issued Bonds, the Bonds and Additional Bonds, if any.

"Business Day" means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close.

"Chief Financial Officer" means the Chief Financial Officer of the City or such other City employee who has assumed the duties of the Chief Financial Officer.

"City" means the City of Lubbock, Texas.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

"Computation Date" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Credit Facility" means any agreement of the City entered into with a financial institution in connection with and for the purpose of (i) enhancing or supporting the creditworthiness of (A) a series of Bonds Similarly Secured or (B) all of the Bonds Similarly Secured, (ii) providing a surety policy in order to fund all or a portion of the Required Reserve for the Bonds Similarly Secured, or (iii) providing liquidity with respect to a series of Bonds Similarly Secured which by their terms are subject to tender for purchase, and which, by its terms, creates a liability on the part of the City on a parity with the Bonds Similarly Secured; provided that, on the date any such credit facility is issued, any rating agency having an outstanding rating on the Bonds Similarly Secured would not lower the rating on the Bonds Similarly Secured as confirmed in writing by such rating agency. A determination by the City contained in the ordinance authorizing the issuance of Bonds Similarly Secured and/or authorizing the execution and delivery of a Credit Facility that such agreement constitutes a Credit Facility under this definition shall be conclusive as against all Owners.

"Debt Service" means, as of any particular date of computation, with respect to any series of obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming in the case of obligations required to be redeemed or prepaid as to principal prior to maturity, the principal amounts thereof will be redeemed prior to maturity in accordance with the mandatory redemption provisions applicable thereto.

"Designated Payment/Transfer Office" means the Designated Payment/Transfer Office, as designated in the Paying Agent/Registrar Agreement, or such other location designated by the Paying Agent/Registrar.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

"EMMA" means the Electronic Municipal Market Access System.

"Escrow Agent" means the place of payment for the Refunded Obligations or the trust company or commercial bank identified in the Escrow Agreement and its successors in such capacity.

"Escrow Agreement" means an Escrow Agreement, if any, between the City and the Escrow Agent pertaining to the defeasance of the Refunded Obligations, as described in Section 14.03 of this Ordinance.

"Escrow Fund" means the fund established in the Escrow Agreement for the redemption and/or defeasance of the Refunded Obligations.

"Escrow Securities" if applicable, has the meaning assigned in the Escrow Agreement.

"Event of Default" means any event of default as defined in Section 10.01 of this Ordinance.

"FERC" means the Federal Energy Regulatory Commission or the successor thereto.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "Financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means the twelve (12) month accounting period used by the City in connection with the operations of the System which may be any twelve (12) consecutive month period established by the City.

"Fund" means any of the funds, accounts or a portion of a fund or account, confirmed and/or established pursuant to Article VII hereof.

"Gross Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Initial Bond" means the initial bond or bonds authorized by Section 3.04 of this Ordinance.

"Interest Payment Date" means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, as set forth in the Pricing Certificate.

"Investment" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Issue Date" for each series of Bonds or other obligations of the City is the respective date on which such series of Bonds or other obligations of the City is delivered against payment therefor.

"MSRB" means the Municipal Securities Rulemaking Board.

"Net Revenues" means the gross revenues of the System less expenses of operation and maintenance. Such expenses of operation and maintenance shall not include depreciation charges or amounts or Funds pledged for the Bonds Similarly Secured, but shall include all salaries, labor, materials, repairs, and extensions necessary to render services; provided, however, that in determining "Net Revenues," only such repairs and extensions as in the judgment of the City Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and inhabitants thereof, or such as might be necessary to meet some physical accident or condition which otherwise would impair the security of the Bonds Similarly Secured, shall be deducted.

"Net Sale Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"New Money Bonds" means the Bonds issued pursuant to and for the purposes set forth in Section 3.01(b) of this Ordinance.

"Nonpurpose Investment" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Note Program" means the City of Lubbock, Texas, Electric Light and Power System Revenue Revolving Notes program created pursuant to the Note Ordinance.

"Note Ordinance" means City Council Ordinance No. 2019-O0046 adopted on April 23, 2019 authorizing the creation of the Note Program, as amended or otherwise modified from time to time.

"Official Statement" means a document described in Section 8.01(c) prepared for dissemination to potential investors in connection with the public offering and sale of Bonds.

"Outstanding" when used in this Ordinance with respect to Bonds Similarly Secured, means, as of the date of determination, all Bonds Similarly Secured theretofore sold, issued and delivered by the City, except:

(1) those Bonds Similarly Secured cancelled or delivered to the transfer agent or registrar for cancellation in connection with the exchange or transfer of such obligations;

(2) those Bonds Similarly Secured paid or deemed to be paid in accordance with the provisions of Section 11.01 of this Ordinance; and

(3) those Bonds Similarly Secured that have been mutilated, destroyed, lost, or stolen and replacement bonds have been registered and delivered in lieu thereof.

"Owner" means, when used with respect to Bonds, the person who is the registered owner of a Bond or Bonds, as shown in the Register. When used with respect to Bonds Similarly Secured, such term means the person who is the registered owner of a Bond Similarly Secured or Bonds Similarly Secured, as shown in the register for the applicable series of Bonds Similarly Secured.

"Paying Agent/Registrar" means the bank or trust company identified in the Paying Agent/Registrar Agreement referred to in Section 5.01 of this Ordinance, or any successor thereto as provided in this Ordinance.

"Preliminary Official Statement" means a document described in Section 8.01(c) prepared for dissemination to potential investors prior to the availability of the final Official Statement.

"Previously Issued Bonds" means the City's Outstanding and unpaid revenue bonds payable from and secured by a first lien on and pledge of the Net Revenues of the System, further identified as follows:

(1) Electric Light and Power System Revenue Refunding and Improvement Bonds, Series 2013;
(2) Electric Light and Power System Revenue Bonds, Series 2014;
(3) Electric Light and Power System Revenue Bonds, Series 2015;
(4) Electric Light and Power System Revenue Bonds, Series 2016;
(5) Electric Light and Power System Revenue Bonds, Series 2017;
(6) Electric Light and Power System Revenue Bonds, Series 2018; and
(7) Electric Light and Power System Revenue Bonds, Series 2021.

"Pricing Certificate" means a certificate or certificates signed by an Authorized Officer establishing the terms and features of each series of Bonds in accordance with Section 8.01 hereof

"Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"PUCT" means the Public Utility Commission of Texas or the successor thereto.

"Rebate Amount" has the meaning stated in Section 1.148-3 of the Regulations.

"Record Date" means the date specified in the Pricing Certificate.

"Refunded Obligation Candidates" means the obligations described in Schedule I attached hereto.

"Refunded Obligations" means the Refunded Obligation Candidates designated as Refunded Obligations in a Pricing Certificate.

"Refunding Bonds" means the Bonds issued pursuant to and for the purposes set forth in Section 3.01(c) of this Ordinance.

"Register" means the Register specified in Section 3.06(a) of this Ordinance.

"Regulations" means the final or temporary Income Tax Regulations applicable to the Bonds issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Bonds.

"Representation Letter" means the Blanket Letter of Representations between the City and DTC.

"Representative" means the representative for the Underwriters named in the Bond Purchase Contract.

"Reserve Fund Obligations" means cash or investment securities of any of the type or types permitted under Section 7.06 of this Ordinance.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b).

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b).

"SPS Settlement Agreement" means that certain Settlement Agreement entered into between the City, acting by and through Lubbock Power & Light, and Southwestern Public Service Company, a New Mexico corporation, dated on or about May 27, 2021, as same may be amended from time to time.

"System" means all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, construction or otherwise, and used in connection with the City's Electric Light and Power System and in anywise pertaining thereto, whether situated within or without the limits of the City.

The term "Tax-Exempt Bonds" shall mean Bonds, the interest on which the City intends to be excludable from gross income from federal income tax, as determined and set forth in the Pricing Certificate therefor.

The term "Taxable Bonds" shall mean Bonds the interest on which the City does not intend to be excludable from gross income for federal income tax purposes, as determined and set forth in the Pricing Certificate therefor.

"Term Bonds" has the meaning set forth in Section 4.03 hereof.

"Unclaimed Payments" mean money deposited with the Paying Agent/Registrar for the payment of principal of, premium, if any, or interest on the Bonds as the same come due and payable and remaining unclaimed by the Owners of such Bonds after the applicable payment or redemption date.

"Underwriters" mean the entities named as underwriters in the Bond Purchase Contract.

"Yield of"

(i) any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and

(ii) the Bonds shall be computed in accordance with Section 1.148-4 of the Regulations.

Section 1.02 Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be done on the next succeeding Business Day and have the same effect as if done on the date so required.

(c) Any duty, responsibility, privilege, power or authority conferred by this Ordinance upon an officer shall extend to an individual who occupies such office in an interim, acting or provisional capacity.

(d) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II
SECURITY FOR THE BONDS

Section 2.01 Pledge of Security.

The City hereby covenants and agrees that all of the Net Revenues derived from the operation of the System, with the exception of those in excess of the amounts required to establish and maintain the special Funds created for the payment and security of the Bonds Similarly Secured, are hereby irrevocably pledged for the payment of the Previously Issued Bonds, the Bonds and Additional Bonds, if issued, and the interest thereon, and it is hereby ordained that the Previously Issued Bonds, the Bonds and Additional Bonds, if issued, and the interest thereon, shall constitute a first lien on the Net Revenues of the System and be valid and binding without any physical delivery thereof or further act by the City as provided in Chapter 1208, Texas Government Code, as amended.

Section 2.02 Limited Obligations.

The Bonds, together with the Previously Issued Bonds and any Additional Bonds, are special obligations of the City, payable solely from the pledged Net Revenues, and do not constitute a prohibited indebtedness of the City. Neither the Bonds nor any Additional Bonds shall ever be payable out of funds raised or to be raised by taxation.

Section 2.03 Security Interest.

The City represents that, under Chapter 1208, Texas Government Code, as amended ("Chapter 1208"), a security interest in the Net Revenues pledged to the payment of the Bonds that is created by the City is valid and effective according to the terms of the security agreement and is perfected from the time the security agreement is entered into or adopted continuously through the termination of the security interest, without physical delivery or transfer of control of the property, filing of a document, or another act. The City covenants that, if Chapter 1208 is amended at any time while the Bonds are outstanding and unpaid, the City shall take all actions required in order to preserve for the Owners of the Bonds a perfected security interest in the property in which such security interest is granted pursuant to Section 2.01 hereof.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization.

(a) The City's electric light and power system revenue bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including specifically Chapter 1207, Chapter 1371, Chapter 1502, and Article VIII of the Charter of the City. The Bonds shall be issued in one or more series, from time to time, on the dates, in the principal amount, and bearing the title or designation set forth in the Pricing Certificate therefor. As determined by an Authorized Officer, the Bonds may be issued as: (i) Tax-Exempt Bonds and/or Taxable Bonds, and (ii) New Money Bonds and/or Refunding Bonds.

(b) The New Money Bonds may be issued for the following purposes: (i) paying the costs of acquiring, purchasing, constructing, improving, renovating, enlarging, and/or equipping property, buildings, structures, facilities, and/or related infrastructure for the System, (ii) funding

the reserve fund requirement for the New Money Bonds, and (iii) paying the costs of issuing the New Money Bonds. The aggregate principal amount of New Money Bonds issued pursuant to this Ordinance shall not exceed $70,000,000. For the avoidance of doubt, premium generated on the sale of the New Money Bonds to the Underwriters shall not be considered for purposes of such limitation.

(c) The Refunding Bonds may be issued for the following purposes: (i) refunding the Refunded Obligations, (ii) funding the reserve fund requirement for the Refunding Bonds, and (iii) paying the costs of issuing the Refunding Bonds and refunding the Refunded Obligations. The aggregate principal amount of Refunding Bonds issued pursuant to this Ordinance shall not exceed $90,000,000. For the avoidance of doubt, premium generated on the sale of the Refunding Bonds to the Underwriters shall not be considered for purposes of such limitation.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated the date set forth in the Pricing Certificate. The Bonds shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof, and shall be numbered separately from one upward or such other designation acceptable to the City and the Paying Agent/Registrar, except the Initial Bond, which shall be numbered T-1, or in such other manner provided in the Pricing Certificate.

(b) The Bonds shall mature on the date or dates, in the years and in the principal amounts set forth in the Pricing Certificate; provided, that the maximum maturity for the Bonds shall not exceed the number of years set forth in Exhibit B.

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption, from the later of the date set forth in the Pricing Certificate or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date until maturity or prior redemption. Interest on the Bonds shall be calculated on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, or on such other basis as set forth in the Pricing Certificate.

Section 3.03 Medium, Method and Place of Payment.

(a) The principal of, premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to each Owner as shown in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by first-class United States mail, postage prepaid, to the address of each Owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner by United States mail, first class postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least $1,000,000 principal amount of the Bonds, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of, premium, if any, or interest on the Bonds is not a Business Day, then the date for such payment shall be the next succeeding day that is a Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the accounts of the Owners of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three (3) years after the retirement of all outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any owners of such Bonds for any further payment of such unclaimed monies or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in the form of bond attached hereto as Exhibit C, duly authenticated by execution by an officer or duly authorized

signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in the form of bond attached hereto as Exhibit C, executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which Certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of the City and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond of each series reflecting the terms set forth in the Pricing Certificate and representing the entire principal amount of all Bonds of such series, payable in stated installments to the Representative, or its designee, executed by the Mayor and City Secretary of the City by their manual or facsimile signatures, approved by the Attorney General, and registered and signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver a single registered, definitive Bond for each maturity, in the aggregate principal amount thereof, to DTC on behalf of the Underwriters.

Section 3.05 Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the person in whose name such Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same series, maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000 and in an aggregate principal amount equal to the unpaid principal amount of

the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07 Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall then return such cancelled Bonds to the City or may in accordance with law destroy such cancelled Bonds and periodically furnish the City with certificates of destruction of such Bonds.

Section 3.08 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized

denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and

security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10 Book-Entry Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Bonds, the ownership of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Bonds shall be initially issued in the form of a single separate fully registered certificate for each of the maturities thereof.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on such Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter of the City to DTC, or in the event DTC discontinues the services described herein, the City or the Paying

Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV
REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV and in the Pricing Certificate.

Section 4.02 Optional Redemption.

(a) The City reserves the option to redeem Bonds in the manner provided in the Form of Bond attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate.

(b) If less than all of the Bonds are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or by any other customary method that results in a random selection, the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The City, before the redemption date, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.03 Mandatory Sinking Fund Redemption.

Bonds designated as "Term Bonds," if any, in the Pricing Certificate are subject to scheduled mandatory redemption and will be redeemed by the City, out of moneys available for such purpose in the Interest and Sinking Fund, in the manner provided in the Form of Bond attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate. Term Bonds shall be subject to mandatory redemption at the price, on the dates, and in the respective principal amounts set forth in the Pricing Certificate.

Section 4.04 Partial Redemption.

(a) A portion of a single Bond of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.05 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06 Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance and subject to any conditions or rights reserved by the City under Section 4.05(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall remain Outstanding and continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the City.

Section 4.08 Lapse of Payment.

Money set aside for the redemption of Bonds and remaining unclaimed by the Owners of such Bonds shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V
PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Paying Agent/Registrar.

The form of Paying Agent/Registrar Agreement presented at the meeting at which this Ordinance was approved and the appointment of the Paying Agent/Registrar identified therein are hereby approved.

The Mayor is hereby authorized and directed to execute the Paying Agent/Registrar Agreement with the Paying Agent/Registrar, specifying the duties and responsibilities of the City and the Paying Agent/Registrar, in substantially the form presented at the meeting at which this Ordinance was approved with such changes as may be approved by an Authorized Officer. The signature of the Mayor shall be attested by the City Secretary.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are Outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04 Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class postage prepaid, at the address in the Register thereof, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI
FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be generally in the form set forth in Exhibit C hereto, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate, and (ii) may have such letters, numbers, or

other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 CUSIP Registration.

The City or the Representative may secure identification numbers through CUSIP Global Services or otherwise and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.03 Legal Opinion.

The approving legal opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel, may be attached to or printed on the reverse side of each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.04 Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, issued for any Bond or Bonds may be printed on or attached to each such Bond.

ARTICLE VII
FUNDS AND ACCOUNTS

Section 7.01 Segregation of Revenues/Fund Designations.

All receipts, revenues and income derived from the operation and ownership of the System shall be kept separate from other funds of the City and deposited within twenty-four (24) hours after collection into the "Electric Light and Power System Fund" (created and established in connection with the issuance of the Previously Issued Bonds), which Fund (hereinafter referred to as the "System Fund") is hereby reaffirmed and shall continue to be kept and maintained at an

official depository bank of the City while the Bonds remain Outstanding. Furthermore, the "Special Electric Light and Power System Revenue Bond Retirement and Reserve Fund" (hereinafter referred to as the "Bond Fund"), created and established in connection with the issuance of the Previously Issued Bonds, is hereby reaffirmed and shall continue to be maintained by the City while the Bonds remain Outstanding. The Bond Fund is and shall continue to be kept and maintained at the City's official depository bank, and moneys deposited in the Bond Fund shall be used for no purpose other than for the payment, redemption and retirement of Bonds Similarly Secured.

Section 7.02 System Fund.

The City hereby reaffirms its covenant to the Owners of the Previously Issued Bonds and agrees with the owners of the Bonds that the moneys deposited in the System Fund shall be used first for the payment of the reasonable and proper expenses of operating and maintaining the System. All moneys deposited in the System Fund in excess of the amounts required to pay operating and maintenance expenses of the System shall be applied and appropriated, to the extent required and in the order of priority prescribed, as follows:

(a) To the payment of the amounts required to be deposited in the Bond Fund for the payment of principal of and interest on the Bonds Similarly Secured as the same become due and payable; and

(b) To the payment of the amounts, if any, required to be deposited in the Reserve Portion of the Bond Fund to accumulate, restore and maintain the Reserve Requirement as security for the payment of the principal of and interest on the Bonds Similarly Secured.

Section 7.03 Bond Fund.

(a) In addition to the required monthly deposits to the Bond Fund for the payment of principal of and interest on the Previously Issued Bonds, the City hereby agrees and covenants to deposit to the Bond Fund an amount equal to one hundred percent (100%) of the amount required to fully pay the interest on and principal of the Bonds falling due on or before each maturity date and Interest Payment Date, such payments to be made in substantially equal monthly installments on or before the first day of each month beginning on or before the first day of the month next following the month the Bonds are delivered to the Underwriters. The required monthly deposits to the Bond Fund for the payment of principal of and interest on the Bonds shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in the Bond Fund, including the "Reserve Portion" deposited therein, is equal to the amount required to fully pay and discharge all Outstanding Bonds Similarly Secured (principal and interest) or (ii) the Bonds are no longer Outstanding, i.e., the Bonds have been fully paid as to principal and interest or all the Bonds have been refunded. Accrued interest, if any, received from the purchasers of the Bonds shall be deposited in the Bond Fund, and shall be taken into consideration and reduce the amount of the monthly deposits hereinabove required which would otherwise be required to be deposited in the Bond Fund from the Net Revenues of the System.

(b) In addition to the amounts to be deposited in the Bond Fund to pay current principal and interest for the Bonds Similarly Secured, the City covenants and agrees to accumulate and

maintain in the Bond Fund a reserve amount (the "Reserve Portion") of Reserve Fund Obligations equal to not less than the Average Annual Debt Service requirements of all Outstanding Bonds Similarly Secured (the "Required Reserve") which shall be calculated and predetermined at the time of issuance of each series of Bonds Similarly Secured. Upon issuance of Additional Bonds, the Required Reserve shall be increased, if required, to an amount equal to the lesser of (i) the Average Annual Debt Service (calculated on a Fiscal Year basis) for all bonds Outstanding, as determined on the date of issuance of each series of Additional Bonds and annually following each principal payment date or redemption date for the Bonds, the Previously Issued Bonds and any Additional Bonds Outstanding, as the case may be, or (ii) the maximum amount in a reasonably required reserve fund that can be invested without restriction as to yield pursuant to Subsection (d) of section 148 of the Code and regulations promulgated thereunder. The Reserve Portion of the Bond Fund shall be made available for and reasonably employed in meeting the requirements of the Bond Fund if need be, and if any amount thereof is so employed, and the Reserve Portion in the Bond Fund is less than the Required Reserve, or if an event of default under any Credit Facility held in the Reserve Portion of the Bond Fund has occurred and is continuing, the Required Reserve shall be restored from Net Revenues in twenty-four (24) approximately equal monthly payments from the first available Net Revenues of the System in the System Fund subject only to the priority of payments hereinabove prescribed in Section 7.02.

(c) The City may, at its option, withdraw all surplus on deposit in the Reserve Portion of the Bond Fund over the Required Reserve and deposit the same in the System Fund; provided, however, that to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used.

(d) For the purpose of determining compliance with the requirements of subsection (b) of this Section 7.03, Reserve Fund Obligations shall be valued each year as of the last day of the City's fiscal year at their market value, except that any direct obligations of the United States (State and Local Government Series) held for the benefit of the Reserve Portion of the Bond Fund in book-entry form shall be continuously valued at their par value or face principal amount.

(e) To the extent permitted by, and in accordance with applicable law and upon approval of the Attorney General of the State of Texas, the City may replace or substitute a Credit Facility for cash or investment securities on deposit in the Reserve Portion of the Bond Fund or in substitution or replacement of any existing Credit Facility. Upon such replacement or substitution, cash or investment securities of any of the types permitted by Section 7.06 hereof, on deposit in the Reserve Portion of the Bond Fund which, taken together with the face amount of any existing Credit Facilities, are in excess of the Required Reserve may be withdrawn by the City, at its option, and transferred to the System Fund; provided that the face amount of any Credit Facility may be reduced at the option of the City in lieu of such transfer. However, to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used. Any interest due on any reimbursement obligation under the Credit Facility shall not exceed the highest lawful rate of interest which may be paid by the City.

(f) If the City is required to make a withdrawal from the Reserve Portion of the Bond Fund, the City shall promptly notify the issuer of any Credit Facility of the necessity for a

withdrawal from the Reserve Portion of the Bond Fund, and shall make such withdrawal first from available moneys or investment securities then on deposit in the Reserve Portion of the Bond Fund, and next from a drawing under any Credit Facility to the extent of such deficiency.

(g) In the event of a deficiency in the Reserve Portion of the Bond Fund, or in the event that on the date of termination or expiration of any Credit Facility or the date of an occurrence of an event of default under the Credit Facility has occurred and is continuing beyond any cure period therefor, if any, there is not on deposit in the Reserve Portion of the Bond Fund sufficient Reserve Fund Obligations, all in an aggregate amount at least equal to the Required Reserve calculated as of the date of such deficiency, termination, expiration or event of default of such Credit Facility, then the City shall restore such deficiency from the first available Net Revenues of the System in the System Fund, subject only to the priority of payments hereinabove prescribed in Section 7.02, in twenty-four (24) approximately equal monthly payments.

(h) In the event of the redemption or defeasance of any of the Outstanding Bonds Similarly Secured, any Reserve Fund Obligations on deposit in the Reserve Fund in excess of the Required Reserve may be withdrawn and transferred, at the option of the City and subject to the last sentence of this subparagraph (h), to the System Fund, as a result of (i) the redemption of the Outstanding Bonds Similarly Secured, or (ii) funds for the payment of the Outstanding Bonds Similarly Secured having been deposited irrevocably with the paying agent or place of payment therefor in the manner described in this Ordinance, the result of such deposit being that such Outstanding Bonds Similarly Secured no longer are deemed to be Outstanding under the terms of this Ordinance. However, to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used.

(i) In the event there is a draw upon the Credit Facility, the City shall reimburse the issuer of such Credit Facility for such draw in accordance with the terms of any agreement pursuant to which the Credit Facility is issued from Net Revenues; however, such reimbursement from Net Revenues (i) shall be subject to the provisions of subparagraph (g) hereof, and (ii) shall be subordinate and junior in right of payment to the payment of principal of and premium, if any, and interest on the Bonds Similarly Secured.

Section 7.04 Payment of Bonds.

While any of the Bonds are Outstanding, the proper officers of the City are hereby authorized to transfer or cause to be transferred to the Paying Agent/Registrar, from funds on deposit in the Bond Fund, including the Reserve Portion, if necessary, amounts sufficient to fully pay and discharge promptly as each installment of interest and principal on the Bonds accrues or matures or comes due by reason of redemption prior to maturity; such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the Business Day next preceding the date of payment for the Bonds.

Section 7.05 Deficiencies in Funds.

If in any month the City shall, for any reason, fail to pay into the Bond Fund the full amounts above stipulated, amounts equivalent to such deficiencies shall be set apart and paid into the Bond Fund from the first available and unallocated Net Revenues of the System in the following month or months and such payments shall be in addition to the amounts hereinabove provided to be otherwise paid into the Bond Fund during such month or months.

Section 7.06 Security of Funds.

Money in any Fund established or affirmed pursuant to this Ordinance or any ordinance authorizing the issuance of Previously Issued Bonds, and any Additional Bonds, may, at the option of the City, be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, or any successor law, as in effect from time to time, consistent with the City's investment policy; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any such Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of the last day of the Fiscal Year. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold to prevent any default. Any investment made with money deposited to the credit of the Reserve Portion of the Bond Fund shall not have a maturity in excess of five (5) years.

ARTICLE VIII
SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 8.01 Sale of Bonds; Official Statement.

(a) The Bonds shall be sold at negotiated sale to the Underwriters in accordance with the terms of this Ordinance, including this Section 8.01(a) and Exhibit B hereto, provided that all of the conditions set forth in Exhibit B can be satisfied. As authorized by Chapter 1207 and Chapter 1371, the Authorized Officer is authorized to act on behalf of the City upon determining that the conditions set forth in Exhibit B can be satisfied, in selling and delivering each series of Bonds and carrying out the other procedures specified in this Ordinance, including determining (i) the total aggregate principal amount and the number of series of the Bonds, (ii) the date(s) on which the Bonds of each series will be sold and delivered, (iii) whether to acquire bond insurance for each series of Bonds, (iv) the amount and manner of funding the reserve fund requirement, (v) the price at which the Bonds of each series will be sold, (vi) the Refunded Obligation Candidates to be refunded and their redemption dates, (vii) the number and any additional or different title or

designation for each series of Bonds to be issued, (viii) the form in which the Bonds of each series shall be issued, (ix) the dates on which the Bonds of each series will mature, the principal amount to mature in each year, the rate of interest to be borne by each such maturity, the interest payment dates, and the initial date from which interest will accrue, (x) the dates, prices and other terms upon and at which the Bonds of each series shall be subject to redemption prior to maturity (including terms for optional and mandatory redemption), (xi) whether the Bonds will be issued as Tax-Exempt Bonds and/or Taxable Bonds, (xii) whether the Bonds will be issued as New Money Bonds and/or Refunding Bonds, (xiii) whether and how to apply proceeds of the Bonds or other lawfully available funds in furtherance of Article XIV hereof, (xiv) whether to include capitalized interest in connection with the sale of the Bonds, and (xv) all other terms and provisions of the Bonds and matters relating to the issuance, sale and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate for each series of Bonds.

The Authorized Officer may approve modifications to this Ordinance to conform to the terms of the Bonds, as approved by the Authorized Officer, and execute any instruments, agreements and other documents as the Authorized Officer shall deem necessary or appropriate in connection with the issuance, sale and delivery of Bonds pursuant to this Ordinance.

The authority granted to the Authorized Officer under this Section 8.01(a) shall expire at 11:59 p.m., on the first anniversary of the date of this Ordinance (the "Expiration Date"), unless otherwise extended by the City Council by separate action. Bonds sold pursuant to a Bond Purchase Contract executed on or before the Expiration Date may be delivered after such date.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council hereby determines that the delegation of the authority to the Authorized Officer to approve the final terms and conditions of each series of the Bonds as set forth in this Ordinance is, and the decisions made by the Authorized Officer pursuant to such delegated authority and incorporated in a Pricing Certificate will be, in the best interests of the City and shall have the same force and effect as if such determination were made by the City Council, and the Authorized Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect. Any finding or determination made by the Authorized Officer relating to the issuance and sale of the Bonds and the execution of the Bond Purchase Contract in connection therewith shall have the same force and effect as a finding or determination made by the City Council.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver a purchase contract with respect to each series of Bonds (the "Bond Purchase Contract") in the form and on the terms approved by the Authorized Officer, and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

(c) The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, are hereby in all respects approved and adopted for use in connection with the public offering and sale of each series of Bonds, with such appropriate variations as shall be approved by the Authorized Officer, and the Preliminary Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer is hereby authorized and directed to cause to be prepared a final Official Statement (the "Official

Statement") incorporating applicable pricing information and other terms pertaining to each series of Bonds, and to execute the same by manual or facsimile signature and deliver appropriate numbers of executed copies thereof to the Underwriters. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters, may be used by the Underwriters in the public offering and sale of the Bonds. The use and distribution of the Preliminary Official Statement, and the preliminary public offering of the Bonds by the Underwriters, is hereby approved and confirmed.

(d) All officers of the City are authorized to execute such documents, certificates, receipts and other instruments as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms of sale therefor including, without limitation, the Bond Purchase Contract.

(e) The obligation of the Underwriters to accept delivery of the Bonds is subject to the closing conditions set forth in the Bond Purchase Contract, including specifically the Underwriters being furnished with the final, approving opinion of Orrick, Herrington & Sutcliffe LLP, bond counsel for the City, which opinion shall be dated as of and delivered on the Closing Date.

Section 8.02 Control and Delivery of Bonds.

(a) The Authorized Officer of the City is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Underwriters under and subject to the general supervision and direction of the Authorized Officer, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tern and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tern and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 8.03 Deposit of Proceeds.

Proceeds from the sale of the Bonds shall be applied in accordance with the provisions set forth in the Pricing Certificate for such Bonds, which may provide for the creation of any special accounts deemed necessary or appropriate by the Authorized Officer.

ARTICLE IX
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Additional Bonds.

In addition to the right to issue obligations of inferior lien as authorized by the laws of the State of Texas, the City hereby reserves the right to issue Additional Bonds which, when duly authorized and issued in compliance with the terms and conditions hereinafter appearing, shall be on a parity with the Previously Issued Bonds and the Bonds herein authorized, payable from and equally and ratably secured by a first lien on and pledge of the Net Revenues of the System. The Additional Bonds may be issued in one or more installments, provided, however, that none shall be issued unless and until the following conditions have been met:

(a) The Mayor and Chief Financial Officer have certified that the City is not then in default as to any covenant, condition or obligation prescribed by any ordinance authorizing the issuance of Bonds Similarly Secured then Outstanding, including showings that all interest, sinking and reserve funds then provided for have been fully maintained in accordance with the provisions of said ordinances;

(b) The applicable laws of the State of Texas in force at the time provide permission and authority for the issuance of such Additional Bonds and have been fully complied with;

(c) The Additional Bonds are made to mature on April 15 or October 15, or both, in each of the years in which they are provided to mature;

(d) The Reserve Portion of the Bond Fund shall be accumulated and supplemented as necessary to maintain a sum which shall be not less than the Average Annual Debt Service requirements of all bonds secured by a first lien on and pledge of the Net Revenues of the System which will be outstanding upon the issuance of any series of Additional Bonds. Accordingly, each ordinance authorizing the issuance of any series of Additional Bonds shall provide for any required increase in the Reserve Portion, and if supplementation is necessary to meet all conditions of said Reserve Portion, said ordinances shall make provision that same be supplemented by the required amounts in equal monthly installments over a period of not to exceed sixty (60) calendar months from the dating of such Additional Bonds;

(e) The City has secured a certificate or opinion from an independent certified public accountant to the effect that, according to the books and records of the City, the Net Revenues of the System were, during the last completed Fiscal Year, or during any consecutive twelve (12) months period of the last eighteen (18) consecutive months prior to the month of adoption of the ordinance authorizing the Additional Bonds, equal to at least 1.25 times the Average Annual Debt Service requirements of the Bonds Similarly Secured which will be outstanding upon the issuance of the Additional Bonds; and further demonstrating that for the same period as is employed in arriving at the aforementioned test said Net Revenues were equal to at least 1.10 times the maximum annual principal and interest requirements of all Bonds Similarly Secured as will be outstanding upon the issuance of the Additional Bonds. In making a determination of the Net Revenues, the certified public accountant may take into consideration a change in the charges for services afforded by the System that became effective at least 60 days prior to the last day of the period for which Revenues are determined and, for purposes of satisfying the above Net Revenues test, make a pro-forma determination of the Net Revenues of the System for the period of time covered by his certification or opinion based on such change in charges being in effect for the entire period covered by the certificate or opinion of the certified public accountant.

When thus issued, such Additional Bonds may be secured by a pledge of the Net Revenues of the System on a parity in all things with the pledge securing the issuance of the Bonds and the Previously Issued Bonds.

Section 9.02 Rates and Charges.

The City hereby covenants and agrees with the owners of the Bonds that rates and charges for electric power and energy afforded by the System will be established and maintained to provide revenues sufficient at all times to pay:

(a) all necessary and reasonable expenses of operating and maintaining the System as set forth in the definition "Net Revenues" and to recover depreciation;

(b) the amounts required to be deposited to the Bond Fund to pay the principal of and interest on the Bonds Similarly Secured as the same becomes due and payable and to accumulate and maintain the reserve amount required to be deposited therein; and

(c) any other legally incurred indebtedness payable from the revenues of the System and/or secured by a lien on the System or the revenues thereof.

Section 9.03 Maintenance and Operation; Insurance.

In regard to the operations and properties of the System, the City agrees to carry and maintain liability and property damage insurance of the kind and in the amounts customarily carried by municipal corporations in Texas on such kind of properties; provided, however, the City, in lieu of and/or in combination with carrying such insurance, may self-insure against all perils and risks by establishing self-insurance reserves.

Section 9.04 Records, Accounts, Accounting Reports.

The City hereby covenants and agrees while any of the Bonds or any interest thereon remain Outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the operation of the System separate and apart from all other records and accounts of the City in accordance with generally accepted accounting principles prescribed for municipal corporations, and complete and correct entries shall be made of all transactions relating to said System, as provided by applicable law. The Owner of any Bonds, or any duly authorized agent or agents of such Owner, shall have the right at all reasonable times to inspect all such records, accounts and data relating thereto and to inspect the System and all properties comprising the same. The City further agrees that as soon as possible following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of certified public accountants. Each such audit, in addition to whatever other matters may be thought proper by the certified public accountant, shall particularly include the following:

(a) A detailed statement of the income and expenditures of the System for such Fiscal Year;

(b) A balance sheet as of the end of such Fiscal Year;

(c) The comments of such accountant regarding the manner in which the City has complied with the covenants and requirements of this Ordinance and his recommendations for any changes or improvements in the operation, records and accounts of the System;

(d) A list of the insurance policies in force at the end of the Fiscal Year on the System properties, setting out as to each policy the amount thereof, the risk covered, the name of the insurer, and the policy's expiration date;

(e) A list of the securities which have been on deposit as security for the money in the Bond Fund throughout the Fiscal Year and a list of the securities, if any, in which the Reserve Portion of the Bond Fund has been invested; and

(f) The total number of metered and unmetered customers, if any, connected with the System at the end of the Fiscal Year.

Expenses incurred in making the audits above referred to are to be regarded as maintenance and operating expenses of the System and paid as such. Copies of the aforesaid annual audit shall be furnished upon written request to the original purchasers and any subsequent Owners of the Bonds.

Section 9.05 Further Covenants.

The City hereby further covenants and agrees as follows:

(a) That it has the lawful power to pledge the Net Revenues to the payment of the Bonds and has lawfully exercised said power under the Constitution and laws of the State of Texas; that the Previously Issued Bonds, the Bonds and the Additional Bonds, when issued, shall be ratably secured under said pledge in such manner that one bond shall have no preference over any other bond of said issues.

(b) That, other than for the payment of the Previously Issued Bonds and the Bonds, the Net Revenues are not in any manner now pledged to the payment of any debt or obligation of the City or of the System on a parity with the Previously Issued Bonds and the Bonds.

(c) That, for so long as any of the Bonds or any interest thereon remain Outstanding, the City will not sell, lease or encumber the System or any substantial part thereof; provided, however, this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System when other property of equal value has been substituted therefor, and, also, with the exception of the Additional Bonds expressly permitted by this Ordinance to be issued, it will not encumber the Net Revenues unless such encumbrance is made junior and subordinate to all of the provisions of this Ordinance. In the event the City sells the System, the City will use proceeds of such sale to provide for final payment of the Bonds, the Previously Issued Bonds, and any Additional Bonds.

(d) That, it will cause to be rendered monthly to each customer receiving electric services a statement therefor and will not accept payment of less than all of any statement so rendered, using its power under existing ordinances and under all such ordinances to become

effective in the future to enforce payment, to withhold service from such delinquent customers and to enforce and authorize reconnection charges.

(e) That it will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State of Texas, including the making and collecting of reasonable and sufficient rates for services supplied by the System, and the segregation and application of the revenues of the System as required by the provisions of this Ordinance.

(f) That no free service shall be provided by the System and to the extent the City or its departments or agencies utilize the services provided by the System, payment shall be made therefor at rates charged to others for similar service.

Section 9.06 Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance; the City will promptly pay or cause to be paid the principal of, premium, if any, and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.07 Federal Income Tax Exclusion of Interest on Tax-Exempt Bonds.

(a) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on such Tax-Exempt Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Tax-Exempt Bond, the City shall comply with each of the specific covenants in this Section.

(b) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall, at all times after the Issue Date of any Tax-Exempt Bond and prior to the last stated maturity of the Tax-Exempt Bonds

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of such Tax-Exempt Bond (including property financed with Gross Proceeds of the Refunded Obligations or notes or bonds refunded by the Refunded Obligations) and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other

than a state or local government, unless such use is solely as a member of the general public, or

(ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of such Tax-Exempt Bond or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations or notes or bonds refunded by the Refunded Obligations) other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(c) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of such Tax-Exempt Bond to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be "loaned" to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations or notes or bonds refunded by the Refunded Obligations) is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(d) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of such Tax-Exempt Bond, directly or indirectly invest Gross Proceeds of such Tax-Exempt Bond in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Tax-Exempt Bonds.

(e) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Tax-Exempt Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(f) Information Report. The City shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Tax-Exempt Bonds on such forms and in such place as such Secretary may prescribe.

(g) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder, the City shall:

(i) account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least six years after the final Computation Date. The City may, however,

to the extent permitted by law, commingle Gross Proceeds of the Tax-Exempt Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(ii) calculate the Rebate Amount with respect to the Tax-Exempt Bonds not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least six years after the final Computation Date,

(iii) as additional consideration for the purchase of the Tax-Exempt Bonds by the initial purchaser thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (ii) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (ii) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(h) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Tax-Exempt Bonds, not been relevant to either party.

(i) Not Hedge Bonds. The City did not invest more than 50 percent of the Proceeds of any series of the Refunded Obligations (or, if applicable, the obligations refunded by the Refunded Obligations (the "Original Bonds")) in Nonpurpose Investments having a guaranteed yield for four years or more. On the Issue Date of the Refunded Obligations, or, if applicable, the Original Bonds, the City reasonably expected that at least 85 percent of the Net Sale Proceeds of each series of the Refunded Obligations, or, if applicable, the Original Bonds, would be used to carry out the governmental purpose of such series within three years after the Issue Date of such series.

Section 9.08 Disposition of Project. The City covenants that the property financed or refinanced with the proceeds of the Tax-Exempt Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of a nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of this Section, the portion of the property comprising personal property and disposed of in the ordinary course of business shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the City shall not be obligated to comply

with this covenant if it obtains an opinion of a nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE X
DEFAULT AND REMEDIES

Section 10.01 Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(a) defaults in payments to be made to the Bond Fund as required by this Ordinance; or

(b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance.

Section 10.02 Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance and shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the City Council and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then Outstanding.

Section 10.03 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XI
DISCHARGE

Section 11.01 Discharge.

Except as otherwise provided in the Pricing Certificate, the Bonds may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XII
CONTINUING DISCLOSURE UNDERTAKING

Section 12.01 Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six (6) months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 8.01 of this Ordinance, being information of the type described in Exhibit A hereto, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific referenced to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 12.02 Event Notices.

(a) The City shall notify the MSRB, in a timely manner (not in excess of ten (10) business days after the occurrence of an event), of any of the following events with respect to the Bonds:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) modifications to rights of Owners, if material;

(viii) Bond calls, if material, and tender offers;

(ix) defeasances;

(x) release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or similar event of the City;

(xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor trustee or change in the name of the trustee, if material;

(xv) incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

As used in clause (xii) above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if jurisdiction has been assumed by leaving the City Council and

official or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City intends the words used in the preceding paragraphs (xv) and (xvi) and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.01 of this Ordinance by the time required by such Section.

Section 12.03 Identifying Information.

All documents provided to the MSRB pursuant to this Article shall be provided in an electronic format and be accompanied by identifying information as prescribed by the MSRB.

Section 12.04 Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any Bond calls and any defeasances that cause the City to be no longer an "obligated person."

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provided.

ARTICLE XIII
AMENDMENTS; ATTORNEY GENERAL MODIFICATION

Section 13.01 Amendments.

(a) This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Bonds holding a majority in aggregate principal amount of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of Outstanding Bonds, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

(b) From and after the date that all of the Previously Issued Bonds dated on or before August 31, 2021, are no longer Outstanding, the provisions of subsection (c) of this Section 13.01 shall apply to the Bonds and any Additional Bonds, and the provisions contained in subsection (a) of this Section 13.01 shall be of no force and effect. Prior to such date, the provisions of subsection (c) of this Section 13.01 shall be of no force or effect.

(c) This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except

as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. The Owners of the Bonds Similarly Secured aggregating a majority in principal amount of then Outstanding Bonds Similarly Secured shall have the right from time to time to approve, in writing, any amendment to this Ordinance; provided, however, that without the consent of the Owners of all of the Bonds Similarly Secured at the time Outstanding, nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Ordinance or in the Bonds Similarly Secured so as to:

(i) Make any change in the maturity of the Outstanding Bonds Similarly Secured;

(ii) Reduce the rate of interest borne by any of the Outstanding Bonds Similarly Secured;

(iii) Reduce the amount of the principal payable on the Outstanding Bonds Similarly Secured;

(iv) Modify the terms of payment of principal of or interest on the Outstanding Bonds Similarly Secured or impose any conditions with respect to such payment;

(v) Affect the rights of the holders of less than all of the Bonds Similarly Secured then Outstanding; or

(vi) Change the minimum percentage of the principal amount of Bonds Similarly Secured necessary for consent to such amendment.

Section 13.02 Attorney General Modification.

In order to obtain the approval of the Bonds by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its adoption if required by the Attorney General in connection with the Attorney General's examination as to the legality of the Bonds and approval thereof in accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary and the City Secretary shall insert such changes into this Ordinance as if approved on the date hereof.

ARTICLE XIV
REDEMPTION OF REFUNDED OBLIGATIONS; APPROVAL OF ESCROW AGREEMENT; PURCHASE OF ESCROWED SECURITIES

Section 14.01 Redemption of Refunded Obligations.

(a) To the extent that the Refunded Obligations are being repaid prior to maturity, the City hereby calls the Refunded Obligations for redemption prior to maturity on the dates and at the prices set forth in the Pricing Certificate.

(b) To the extent that the Refunded Obligations are being repaid prior to maturity, the Authorized Officer is hereby authorized and directed to cause a copy of this Ordinance (or other satisfactory evidence that the Refunded Obligations are being called for redemption) to be delivered to each paying agent/registrar for the Refunded Obligations, the delivery of which shall constitute notice of redemption and notice of defeasance to such paying agent/registrar. If the Refunded Obligations are being paid at maturity, the Authorized Officer is hereby authorized to give such notice of repayment as may be necessary or appropriate.

Section 14.02 Escrow Securities.

The Mayor and the Authorized Officer, either or both, are hereby authorized (but are not required) to make necessary arrangements for the purchase of the Escrow Securities, if any, referenced in the Escrow Agreement, as may be necessary for the Escrow Fund and the application for the acquisition of the Escrow Securities is hereby approved and ratified. Following the deposits to the Escrow Fund as specified herein and in the Pricing Certificate, the Refunded Obligations shall be payable solely from and secured by such deposits.

Section 14.03 Arrangements for Defeasance of Refunded Obligations.

The Authorized Officer may (but is not required to) execute and deliver an escrow agreement, a deposit agreement or a similar agreement (each an "Escrow Agreement") or a letter of instructions or any other instrument relating to the safekeeping, investment, administration and disposition of moneys deposited to effect the defeasance of the Refunded Obligations in such form and subject to such terms and conditions as the Authorized Officer determines may be necessary or convenient to carry out the intent and purpose of this Ordinance.

Section 14.04 Notice of Redemption.

Each paying agent/registrar for the Refunded Obligations is hereby authorized and directed to give notice of redemption and deposit with respect to the Refunded Obligations as required under the ordinance pursuant to which the Refunded Obligations were issued.

ARTICLE XV
TERMINATION OF NOTE PROGRAM

Section 15.01 Termination of Note Program.

Each Authorized Officer is hereby authorized and directed to take such actions as may be determined by such Authorized Officer to be necessary or appropriate to terminate the Note Purchase Agreement and all obligations of the City thereunder and in all other contracts and other instruments related to the Note Program. Without limiting the generality of the immediately preceding sentence, each Authorized Officer is hereby authorized and directed to: (a) provide notice of termination of the Note Purchase Agreement in the form and manner required thereby, (b) provide all other necessary or appropriate notices in connection with the termination of the Note Program and the documents related thereto, including any EMMA notices or any notices to holders of the Bonds Similarly Secured, and (c) pay all costs related to the termination from funds lawfully available therefor.

ARTICLE XVI
EFFECTIVE IMMEDIATELY

Section 16.01 Effective Immediately.

Notwithstanding the provisions of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

[Signature Page Follows.]

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 9th day of August, 2022, at a regular meeting of the City Council of the City of Lubbock, Texas.

TRAY PAYNE, Mayor

ATTEST:

REBECCA GARZA, City Secretary

APPROVED AS TO CONTENT:

By: _____
D. BLU KOSTELICH, Chief Financial Officer

APPROVED AS TO FORM:

By: _____
JERRY V. KYLE, JR., Bond Counsel

SCHEDULE I

REFUNDED OBLIGATION CANDIDATES

- The Lump Sum Payment (as defined in the SPS Settlement Agreement) and any related payment obligations in connection with the SPS Settlement Agreement.

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION*

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. Statistical and financial data set forth in the Official Statement in "APPENDIX A - FINANCIAL INFORMATION REGARDING THE SYSTEM" (Tables 1–13).

2. The portions of the financial statements of the City appended to the Official Statement as APPENDIX B, but for the most recently concluded fiscal year.

3. The portions of the financial statements of Lubbock Power & Light appended to the Official Statement as APPENDIX C, but for the most recently concluded fiscal year.

Accounting Principles

The accounting principles referred to in such Article XII are the accounting principles described in the notes to the respective financial statements appended to the Official Statement.

* Subject to any changes prescribed by the Pricing Certificate.

EXHIBIT B

SALE PARAMETERS

In accordance with Section 8.01(a) of the Ordinance, the following conditions with respect to the Bonds must be satisfied in order for the Authorized Officer to act on behalf of the City in selling and delivering the Bonds to the Underwriters:

(a) the price to be paid for the Bonds shall be not less than 90% of the aggregate principal amount of the Bonds;

(b) the Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(c) the aggregate principal amount of the New Money Bonds shall produce proceeds in an amount sufficient to fund the purposes described in Section 3.01(b) and such aggregate principal amount shall not exceed the maximum amount authorized in Section 3.01(b);

(d) the aggregate principal amount of the Refunding Bonds shall produce proceeds in an amount sufficient to fund the purposes described in Section 3.01(c) and such aggregate principal amount shall not exceed the maximum amount authorized in Section 3.01(c);

(e) with respect to the Refunding Bonds only, the SPS Settlement Agreement shall have been: (i) approved or accepted by FERC, if required, or FERC shall have declined or refused to exercise jurisdiction over the SPS Settlement Agreement, all of which may be evidenced by a written certificate of counsel to Lubbock Power & Light, and (ii) approved by PUCT;

(f) the maximum maturity for the Bonds shall not exceed twenty-one (21) years from the date of their delivery; and

(g) the Bonds to be issued, prior to delivery, must have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations.

EXHIBIT C

FORM OF THE BONDS

The form of the Bonds shall be generally in the form set forth below, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to accompany the initially delivered Bonds, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds shall be substantially as follows, provided however, that the substantially final form of the Bonds shall be set forth in or attached to the Pricing Certificate and shall incorporate and reflect the final terms of the Bonds set forth in the Pricing Certificate:

(a) Form of Bond.

REGISTERED
No._____

REGISTERED
$_____

United States of America
State of Texas
County of Lubbock

CITY OF LUBBOCK, TEXAS
ELECTRIC LIGHT AND POWER SYSTEM REVENUE BOND
SERIES 202__

INTEREST RATE:	MATURITY DATE:	BOND DATE:	CUSIP NUMBER:
_____%	_____, ____	_____, ___[1]	____ _____

The City of Lubbock (the "City"), in the County of Lubbock, State of Texas, for value received, hereby promises to pay to

_____

or registered assigns, but solely from the sources and in the manner hereinafter provided, on the Maturity Date specified above, the sum of

_____DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of _____[2] or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the

[1] Information to be inserted from Pricing Certificate.

[2] Information to be inserted from Pricing Certificate.

per annum rate of interest specified above, computed on the basis of a 360- day year of twelve 30-day months, such interest to be paid semiannually on April 15 and October 15 of each year, commencing _____.[3] All capitalized terms used herein but not defined shall have the meaning assigned to them in the Ordinance (defined below).

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate office in _____, _____ (the "Designated Payment/Transfer Office"), of, _____ the initial Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, and mailed by the Paying Agent/Registrar to the registered owner at the address shown on the Register kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expense of such other banking arrangement. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last Business Day of the month next preceding an Interest Payment Date.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday or day on which banking institutions are required or authorized to close and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of $_____[4] (herein referred to as the "Bonds"), issued pursuant to the authority provided by Chapters [1207,][5] 1371 and 1502, Texas Government Code, as amended, and a certain ordinance of the City (the "Ordinance"), for the purposes of [(i) paying the costs of acquiring, purchasing, constructing, improving, renovating, enlarging, and/or equipping property, buildings, structures, facilities, and/or related infrastructure for the System, (ii) refunding the Refunded Obligations (as defined in the Ordinance), (iii) funding the reserve fund requirement for the Bonds, and (iv) paying the costs of issuing the Bonds and refunding the Refunded Obligations.][6]

The Bonds, together with certain outstanding parity lien revenue bonds of the City, are secured by and payable solely from a first lien on and pledge of the Net Revenues of the System, as provided or incorporated by reference in the Ordinance. The Bonds constitute special

[3] Information to be inserted from Pricing Certificate.

[4] Information to be inserted from Pricing Certificate.

[5] Applicable only to Refunding Bonds.

[6] Information to be inserted from Pricing Certificate.

obligations of the City payable solely from the sources and in the manner set forth herein and in the Ordinance and not from any other revenues, funds or assets of the City.

The City has reserved the right, subject to the restrictions stated or incorporated by reference in the Ordinance, to issue additional parity revenue bonds that may be secured in the same manner and on a parity with the Bonds and the Previously Issued Bonds.

[The City has reserved the option to redeem the Bonds maturing on or after April 15, 20_, before their respective scheduled maturities in whole or in part on April 15, 20_, or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portion thereof, within such maturity and in such principal amounts, for redemption.][7]

[Bonds maturing on April 15, 20_ (the "Term Bonds") are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

Term Bonds Maturing April 15, 20__

Redemption Date	Principal Amount
April 15, 20_	
April 15, 20_	
April 15, 20_ (maturity)	

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of $5,000, each $5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.][8]

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Subject to the right of the City to give a

[7] Information to be inserted from Pricing Certificate.

[8] Insert mandatory sinking fund redemption provisions, if any, and revise as necessary to conform to the Pricing Certificate.

conditional notice of redemption with respect to an optional redemption, as described below, notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. In the Ordinance, the City reserves the right in the case of an optional redemption to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

As provided in the Ordinance and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Paying Agent/Registrar, nor any such agent shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that this Bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that the Bonds do not exceed any constitutional or statutory

limitation; and that provision has been made for the payment of the principal of and interest on the Bonds by irrevocably pledging the net revenues of the System, as hereinabove recited.

The registered owner hereof shall never have the right to demand payment of this Bond out of any funds raised or to be raised by taxation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

Mayor, City of Lubbock, Texas

City Secretary, City of Lubbock, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such Certificate on the initial Bond is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO._____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding special obligation of the City of Lubbock, Texas, payable from the revenues pledged to its payment by and in the ordinance authorizing same and that said bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

_____
Comptroller of Public Accounts of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

It is hereby certified that this Bond has been issued under the provisions of the Ordinance described on this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or portion of a bond or bonds of an issue which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas as shown in the records kept by the undersigned.

_____
as Paying Agent/Registrar

By: _____
Authorized Representative

Dated: _____

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee):

_____

_____

_____(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

_____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Bond shall be in the form set forth in subsections (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond (which name shall be set forth in the Pricing Certificate), the headings "INTEREST RATE" and "MATURITY DATE" shall be completed with the words "As shown below";

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on April 15 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

Year	Principal Installment	Interest Rate

(Information to be inserted from the Pricing Certificate)

(iii) the Initial Bond shall be numbered T-1.