City of Lubbock, Texas
Regular City Council Meeting
January 10, 2023

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

---

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.

A quorum of the City Council will be physically present in City Council Chambers located in Citizens Tower, 1314 Avenue K, Lubbock, Texas, as it is the intent of the City Council to have a quorum physically present at this location. One or more members of the City Council, however, may participate in the meeting by video-conference call as permitted under Section 551.127 of the Texas Government Code.

12:30 p.m. - City Council convenes in City Council Chambers. Upon convening, the City Council recesses into Executive Session.

1. **Executive Session**

1. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.

1. 1. 1. Letter from Legal Aid of NorthWest Texas, Community Revitalization Project, dated December 20, 2022

1. 2. 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. 2. 1. City Secretary

1. 3. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Health/Educational Facilities Development Corporation, Permit and License Appeal Board, Planning & Zoning Commission, Urban Design & Historic Preservation Commission, Urban Renewal Board/Neighborhood Redevelopment Commission, and the Zoning Board of Adjustment.

1. 4. Hold an executive session in accordance with Texas Government Code, Section 551.087, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and to deliberate the offer of a financial or other incentive to a business prospect described herein above.

Adjourn from Executive Session

2:00 p.m. - City Council reconvenes in Open Session in City Council Chambers.

2. **Ceremonial Items**

2. 1. Invocation

2. 2. Pledges of Allegiance

Call to Order

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 2:00 p.m. on January 10, 2023. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

4. **Minutes**

4. 1. November 29, 2022 Special City Council Meeting - Electric Utility Board
December 6, 2022 Regular City Council Meeting

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.**

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2022-O0174, Amendment 6, amending the FY 2022-23 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services and the Texas Health and Human Services Commission; providing for filing; and providing for a savings clause.

5. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2022-O0175, Amendment 7, amending the FY 2022-23 Budget for municipal purposes respecting the Water/Wastewater Fund; providing for filing; and providing for a savings clause.

5. 2. 1. **Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute Contract 16920, with Evoqua Water Technologies, LLC, for Sodium Chlorite, for the North Water Treatment Plant and the South Water Treatment Plant.

5. 2. 2. **Resolution - Wastewater Operations:** Consider a resolution authorizing the Mayor to execute Contract 16948 with Polydyne, Inc., for the purchase of Liquid Polymer for use at the Southeast Water Reclamation Plant.

5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 8, amending the FY 2022-23 Budget for municipal purposes respecting the Community Development Fund to appropriate funding for the Comprehensive Energy Assistance Program; providing for filing; and providing for a savings clause.

5. 4. **Resolution - Finance:** Consider a resolution authorizing the Mayor to execute Contract 16845, with UniFirst Corporation, for uniforms and accessories purchase and rental services, for departments requiring uniforms.

5. 5. **Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Contract 16924, with West Texas Services, Inc., dba Tom's Tree Place, for services related to Right of Way Improvements in the North Overton Tax Increment Financing (TIF) District boundary at Glenna Goodacre Boulevard and Avenue U.

5. 6. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement Contract 17035, by and between the City of Lubbock and Parkhill, a Texas Corporation, for design phase services for 146th Street from Quaker Avenue to Indiana Avenue.

5. 7. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement Contract No. 17074 for the design of Upland Avenue from 34th Street to 50th Street and street bond management assistance, by and between the City of Lubbock and Freese and Nichols, Inc.

5. 8. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Change Order No. 4 to Contract No. 15325, by and between the City of Lubbock, and Red River Construction, for the Southeast Water Reclamation Project - Plant 3 Improvements.

5. 9. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Professional Services Agreement Contract 15511, with Carollo Engineers, Inc., a Delaware corporation, regarding professional services for the Southeast Water Reclamation Plant, Plant 3 Improvements.

5. 10. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Professional Services Agreement No. 15754, with Parkhill, for engineering services for a secondary clarifier rehabilitation project at the Southeast Water Reclamation Plant, Plant 4.

5. 11. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Public Works Contract 16906, with Red River Construction Co., for Southeast Water Reclamation Plant 4 Clarifier No.1 and No.2 Rehabilitation.

5. 12. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Change Order No. 1 to Contract No. 16114, with Lone Star Dirt & Paving Ltd., for 114th Street paving improvements from Slide Road to Quaker Avenue.

5. 13. **Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute a Joint Funding Agreement with the U.S. Department of Interior's U.S. Geological Survey (USGS), to install and maintain flow gauging stations on three City-owned stormwater outfalls.

5. 14. **Resolution - Solid Waste:** Consider a resolution authorizing the Mayor to execute Contract 17003, with Caprock Waste, for the repair and refurbishing of dumpsters.

5. 15. **Resolution - Code Administration:** Consider a resolution authorizing the Mayor to execute Contract 16855, an agreement with Lubbock Wrecker Service, Inc., for junked vehicle towing services.

5. 16. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Contract 16905, an agreement with Johnson General Contractors Group, LLC, for removal and replacement of existing windows on the rotunda and tower at the Silent Wings Museum.

5. 17. **Resolution - Public Health Services:** Consider an ordinance amending Section 2.03.301-2.03.309 of the City of Lubbock Code of Ordinances, to include Lubbock County representatives appointed by the Lubbock County Commissioners and the Lubbock County Judge.

5. 18. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Community Development Funding Contract 16059, and all related documents, through the Emergency Solutions Grant Coronavirus Aid, Relief and Economic Security Act CARES (ESG-CV) administered by the U.S. Department of Housing and Urban Development (HUD), with the Salvation Army of Lubbock, to provide services to qualified low to moderate income persons and families experiencing homelessness.

5. 19. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 27122500, with Gillig, to purchase fifteen 40-foot low floor diesel hybrid Allison e/EGenFlex buses.

5. 20. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute an agreement, and all related documents, with the South Plains Association of Governments Area Agency on Aging, for funds passed through the Texas Health and Human Services, to pay for operations of Senior Center Meal Program Sites.

5. 21. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Contract 16869, with Johnson General Contractors Group, LLC, for the renovation and restoration of seven restrooms located inside City-owned park areas.

5. 22. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31071215, with GTS Technology Solutions, Inc., for the purchase of twenty video recording systems for the Lubbock Police Department patrol vehicles.

5. 23. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31071276, with Grapevine Dodge Chrysler Jeep, LLC, for the purchase of nineteen 1/2 ton Pickup Trucks.

5. 24. **Resolution - Lubbock Fire Rescue:** Consider a resolution authorizing the Mayor to accept, on behalf of the City of Lubbock, a Public Safety Access Point (PSAP) Reimbursable Grant for FY 2022-23, and any associated documents, with the Lubbock Emergency Communication District, for equipment needed by Fire Dispatch in the Emergency Operations Center.

5. 25. **Resolution - Lubbock Fire Rescue:** Consider a resolution authorizing the Mayor to execute Purchase Order 10026011, with Smiths Detection, for the acquisition of a HazMatID Elite, an identifier of solid and liquid chemicals, for the Lubbock HazMat team.

5. 26. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute any necessary documents in connection with the acceptance, on behalf of the City of Lubbock and the Lubbock Police Department, a grant award through the Office of the Texas Governor, Public Safety Office, Criminal Justice Division's FY2023 Rifle-Resistant Body Armor Grant Program, in the amount of $39,096.

5. 27. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute, for and on behalf of the City of Lubbock and the Lubbock Police Department, an interlocal agreement with Lubbock County, Texas, allocating and transferring 50% of the City's Justice Assistance Grant (JAG) award under the FY2022 Edward Byrne Memorial Justice Grant Program to Lubbock County, in order to fund the Lubbock County Joint Enforcement Initiative.

5. 28. **Resolution - Police:** Consider a resolution authorizing the Mayor of the City of Lubbock to execute a State Grant Agreement between the City of Lubbock and the State of Texas through the Texas Department of Transportation (TxDOT), for a state-administered and federally-funded STEP-Impaired Driving Mobilization Texas Traffic Safety Program.

5. 29. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding, with the Children's Advocacy Center of the South Plains, for coordination of joint investigations involving child abuse.

5. 30. **Ordinance 2nd Reading - Planning (District 1):** Consider Ordinance No. 2022-O0177, for Zone Case 3475, a request of Hugo Reed and Associates, Inc. for Lubbock Economic Development Alliance, for a zone change from Transition District (T) to Heavy Manufacturing District (M-2), at 1503 East Drew Street, located north of Drew Street and east of Ivory Avenue, on 219.7 acres of unplatted land out of Block D, Sections 37 and 38.

5. 31. **Ordinance 2nd Reading - Planning (District 3):** Consider Ordinance No. 2022-O0178, for Zone Case 2418-D, a request of Quorum Shopping Center, for a zone change from Local Retail District (C-2) to Commercial District (C-4), at 5102 60th Street, Unit A, east of Slide Road, north of 60th Street and south of 59th Street, Piedmont Addition, Tract B.

5. 32. **Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2022-O0179, for Zone Case 3274-F, a request of Betenbough Homes, for a zone change from Interstate Highway Commercial District (IHC) to Two-Family District (R-2), at 1601 130th Street, located south of 130th Street and west of Avenue P, on 5.086 acres of unplatted land out of Block E, Section 16.

5. 33. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2022-O0180, for Zone Case 2068-A, a request of Vincent Gerard and Associates for Verizon Wireless, for a zone change from High-Density Apartment District (A-2) to High-Density Apartment District (A-2) with a Specific Use for a Telecommunications Tower, at 5812 73rd Street, located north of 73rd Street and west of Frankford Avenue, Stonegate Addition, south 170 feet of Tract B.

5. 34. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2022-O0181, for Zone Case 3473, a request of CMS Properties for Denim Sky Capital, LTD and Terra Firma Acquisitions, LLC, for a zone change from Transition District (T) to General Retail District (C-3), at 9802, 9902 and 9908 Milwaukee Avenue, 6511 98th Street and 6514 100th Street, located south of 98th Street and west of Milwaukee Avenue on 6.549 acres of unplatted land out of Block AK, Section 22.

5. 35. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2022-O0182, for Zone Case 3474, a request of CMS Properties for Equity Commercial Properties, LTD, for a zone change from Transition District (T) to General Retail District (C-3), at 6425 98th Street, located south of 98th Street and east of Milwaukee Avenue, on 8.315 acres of unplatted land out of Block AK, Section 21.

5. 36. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2022-O0183, for Zone Case 1875-F, a request of Vito Lucio, for a zone change from Single-Family District (R-1) and Two-Family District (R-2) to Two-Family District (R-2), at 2102 Norwich Avenue, located north of 22nd Street and west of Norwich Avenue, Ridgewood II Addition, Lot 94-A-2.

5. 37. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2022-O0184, for Zone Case 1893-EE, a request of Seventeen Services, LLC for Wag 2.0, LLC, for a zone change from Single-Family District (R-1) and Family Apartment District (A-1) to Two-Family District (R-2), generally located north and south of 3rd Street and west of Huron Avenue, on 2.505 acres of unplatted land out of Block JS, Section 2.

5. 38. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2022-O0185, for Zone Case 2931-E, a request of AMD Engineering, LLC for North Loop 289, LTD, for a zone change from Single Family District (R-1) and High-Density Apartment District (A-2) to Two-Family District (R-2), at 223 North Chicago Avenue, located south of Colgate Street and west of North Chicago Avenue, on 32.08 acres of unplatted land out of Block JS, Section 1.

6. **Regular Agenda**

6. 1. **Board Appointments - City Secretary:** Consider appointments to the American Windmill Museum, Inc. Board of Directors, Animal Services Advisory Board, Central Business District Tax Increment Financing (TIF) Reinvestment Zone Board of Directors, Community Development & Services Board, Cultural Arts Grants Review Standing Sub-Committee, Health/Educational Facilities Development Corporation, Housing Finance Corporation, Libraries Board, Lubbock Business Park Tax Increment Financing (TIF) Reinvestment Zone Board of Directors, North Overton Tax Increment Finance District Board of Directors, Permit and License Appeal Board, Planning & Zoning Commission, Urban Design/Historic Preservation Commission, Urban Renewal / Neighborhood Redevelopment Commission, and the Zoning Board of Adjustment.

6. 2. **Board Appointments - City Secretary:** Declare three appointments by the Mayor to the Lubbock Housing Authority Board of Commissioners: Toby Cecil, Vecelia Mann, and Jerry Ramirez.

6. 3. **Ordinance 2nd Reading - Planning (District 1):** Consider Ordinance No. 2022-O0176, for Zone Case 804-C, a request of Keller Williams Realtor for Kenneth Charles Ewings, for a zone change from Single-Family District (R-1) to Two Family District (R-2) at 1411 and 1501 East Kent Street, located north of East Kent Street and west of North Martin Luther King Jr. Boulevard, on 8.45 acres of unplatted land out of Block A, Section 10.

6. 4. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2022-O0186, for Zone Case 1977-H, a request of Seventeen Services, LLC for 7202 Slide LTD, for a zone change from Apartment-Medical District (AM) and Restricted Local Retail District (C-2A) to Local Retail District (C-2), at 7202 Slide Road, located north of 73rd Street and west of Slide Road, South Acres Addition, Tract A.

6. 5. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Agreement 17015, with Sciens Consulting, LLC, for project management services related to the Public Safety Computer Aided Dispatch (CAD) and Records Management System (RMS) replacement project, for Police and Lubbock Fire Rescue.

6. 6. **Resolution - Lubbock Power & Light:** Consider a resolution adopting the Amended Electric Rate/Tariff Schedule of Lubbock Power & Light, the City of Lubbock's municipally owned electric utility, applicable to all rate classes, effective February 1, 2023.

6. 7. **Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2022-O0187, for Zone Case 3347-A, a request of Tortoise and Hare Land Co. for Windows by Chad, LLC, for a zone change from Transition (T) to Commercial District (C-4) Specific Use for self-storage at 3203 through 3231 118th Street, located south of 118th Street and east of Indiana Avenue, Four Fields Business Park Addition, Tracts A through O.

AI# 11262
Regular City Council Meeting
01/10/2023:

1. 3.

Information

Agenda Item

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 Health/Educational Facilities Development Corporation, Permit and License Appeal Board, Planning & Zoning Commission, Urban Design & Historic Preservation Commission, Urban Renewal Board/Neighborhood Redevelopment Commission, and the Zoning Board of Adjustment.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.

AI# 11250
Regular City Council Meeting **4. 1.**
01/10/2023:

Information

Agenda Item

November 29, 2022 Special City Council Meeting - Electric Utility Board
December 6, 2022 Regular City Council Meeting

Item Summary

November 29, 2022 Special City Council Meeting - Electric Utility Board
December 6, 2022 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

11.29.2022 S EUB
12.6.2022

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
November 29, 2022
11:00 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 29th of November, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 11:00 a.m.

11:00 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 Secretary Rebecca Garza; City Attorney Chad Weaver

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

Note: The Electric Utility Board addressed agenda items in the following order:
- *Public Comment 1.1; 2.1; 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. SPECIAL RECOGNITION

2. 1. Recognition and appreciation of the service of Electric Utility Board members Jane Henry and Kevin McMahon.

City Council and the Electric Utility Board recognized the service of former Electric Utility Board members Jane Henry and Kevin McMahon and expressed their appreciation for their service to

Lubbock Power & Light and the City of Lubbock.

3. EXECUTIVE SESSION

This meeting was called into a closed session at 11:04 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 12:33 p.m. and adjourned.

3. 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:

3. 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.

3. 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.

3. 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.

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

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

3. 1. 4. Risk management information, contracts, and strategies, including fuel hedging and storage.

3. 1. 4. 1. Discuss and deliberate risk management strategies.

3. 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).

3. 1. 5. 1. Discuss and deliberate plans, studies, proposals, and analysis for system improvements, additions, or sales.

3. 1. 6. Customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.

3. 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 City Council and 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:

3. 2. 1. Legal issues regarding contract(s), including Purchase Orders, herein listed on the agenda.

3. 2. 2. Legal advice and counsel regarding matters identified in Section 3.1-3.1.6 of this Agenda.

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

3. 2. 4. 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, and related future proceedings before the Federal Energy Regulatory Commission.

11:30 a.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* ***11:30 a.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.*

4. REGULAR SESSION

4. 1. The Board will approve the minutes from the Regular Electric Utility Board Meeting of October 18, 2022.

***This item was deleted.**

4. 2. Presentation and discussion of the update/report by the Director of Electric Utilities, or his designee, regarding strategic planning, customer service, 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, outage and restoration efforts, grid matters, Electric Reliability Council of Texas ("ERCOT") matters and committee participation, staffing levels, personnel, regulatory matters, training, cybersecurity, mutual aid agreement, and operational performance metrics.

***This item was deleted.**

4. 3. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding updates on legislative and regulatory matters regarding ERCOT and/or the electric utility industry, and the status of any legislation, legislative hearings, rulemakings, and/or regulatory or administrative action regarding same, including but not limited to rulemakings regarding market design.

***This item was deleted.**

4. 4. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding strategic planning for Lubbock Power & Light during and after its transition to competitive retail choice, including but not limited to, organizational and resource needs and changes, rate structure modifications, strategic goals for transmission and distribution service in the competitive market, occupational, performance, and safety metric goals, and other needs and changes of the electric utility as it transitions to and operates in the competitive retail market and discussion on survey handouts regarding same. The Electric Utility Board may provide survey responses to staff.

***This item was deleted.**

4. 5. Discuss and the Board will take possible minuted action setting a time, date, and place for a Special Meeting of the Electric Utility Board for strategic planning.

***This item was deleted.**

4. 6. Presentation and discussion of financial and capital statements, budget, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues and historical debt matters, 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.**

5. CONSENT AGENDA

5. 1. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute that certain Second Amendment to that certain Software Support Services Contract, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Minsait ACS, Inc., regarding professional consulting services related to hardware and software support and training.

***This item was deleted.**

5. 2. 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 Veolia ES Technical Solutions, LLC, LLC, RFP# 7184-22-ELD, for LP&L Regulated Waste Handling, Onsite Storage and Disposal Services - Annual Pricing. This proposal is for LP&L's regulated waste on-site storage containment and labeling, manifesting, transportation and disposal service of regulated Resource Conservation and Recovery Act including Universal Waste, Used Oil and Toxics Substance Control Act waste(s) from LP&L's three (3) industrial facilities and one (1) municipal facility in Lubbock, Texas.

***This item was deleted.**

5. 3. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute that certain First Amendment to Pipeline Service and Maintenance Agreement by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Tucker Midstream, Inc. regarding the maintenance and operation of LP&L's gas pipeline.

***This item was deleted.**

5. 4. The Board will consider a resolution rejecting proposal for RFP# 7103-23-ELD, for Co-op and Slaton Substation Feeder Construction Services. Proposal received exceeded engineer's estimated cost/budget and staff will re-evaluate this project.

***This item was deleted.**

5. 5. 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 Anixter Inc., ITB# 7108-23-ELD, for LP&L Switch Cabinets. This bid, in the amount of $375,825, is for the purchase of five (5) 4-way 27kV switch cabinets, two of which are necessary to support TTU's Central Heating and Cooling Plant II, (CHACP II) chiller project and three are for general stock for maintenance and future projects.

***This item was deleted.**

5. 6. 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 Stuart C. Irby, ITB# 7110-23-ELD, for LP&L Yellow House Equipment. This bid, in the amount of $307,422, is for equipment needed to upgrade capacity at Yellow House Substation. This standard substation equipment required for the new distribution transformer, which includes precast concrete cable trench, switches, j-boxes, surge arresters, voltage transformers, insulators, couplers, connectors, brackets, bus supports, aluminum tube and wire, and is necessary to help accommodate shifting the remaining load to the ERCOT Grid.

***This item was deleted.**

5. 7. 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 Siemens Industry, Inc., RFP# 7112-23-ELD, for LP&L Medium Voltage Breakers. This proposal, in the amount of $650,974, is for medium voltage breakers for Northeast substation capacity upgrade project. These breakers will be for the two new feeder bays, two new low side mains and the bus tie breaker. A portion of this project supports shifting the remaining load to the ERCOT grid.

***This item was deleted.**

5. 8. 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 Trayer Engineering Corp., ITB# 7114-23-ELD, for LP&L Submersible Switchgear. This bid, in the amount of $312,732, is for seven 3-way 27kV submersible switchgear for use in manhole vaults. This switchgear provides fault interrupting feeder protection to

distribution circuits for new projects and maintenance.

***This item was deleted.**

12:33 P.M. CITY COUNCIL ADJOURNED

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

The November 29, 2022 Special City Council Meeting minutes were approved by the City Council on the 10th day of January, 2023.

_____
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
December 6, 2022
11:30 A.M.

The City Council of the City of Lubbock, Texas met in regular session on the 6th of December, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 11:30 a.m.

11:30 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; Council Member Mark W. McBrayer; Council Member Dr. Jennifer Wilson; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver

Note: City Council addressed agenda items in the following order:
- *Executive Session; 2.1-2.2; Citizen Comments 3; 4.1; 5.1-5.28; 6.1-6.3; 6.5-6.6; 6.4; and 6.7.*
- *Item No. 6.4 was amended.*

1. Executive Session

The meeting recessed at 11:31 a.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 2:00 p.m., and the meeting was called to order at 2:02 p.m.

1. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.

1. 1. 1. Chapter 22 of the Lubbock City Code and Chapter 13 of the Texas Water Code

1. 1. 2. Approximately 14 acres out of BLK O, Sec 3, AB 24, Park TR North of Parkway Drive

1. 1. 3. Discuss Chapters 501-504 of the Texas Local Government Code

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

1. 2. 1. Approximately 14 acres out of BLK O, Sec 3, AB 24, Park TR North of Parkway Drive

1. 3. 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. 3. 1. City Secretary

1. 4. Hold an executive session in accordance with Texas Government Code, Section 551.087, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and to deliberate the offer of a financial or other incentive to a business prospect described herein above.

1. 4. 1. Evergreen

1. 4. 2. Blizzard Falls

1. 4. 3. 176

2:00 p.m. - City Council reconvenes in Open Session in City Council Chambers.

City Council reconvened at 2:00 p.m.

2. Ceremonial Items

2. 1. Invocation

Pastor Lloyd Zuniga, Across the Way Baptist Church, led the invocation.

2. 2. Pledges of Allegiance

Pledges of Allegiance, to the United States and Texas Flags, were led by Mayor Pro Tem Shelia Patterson Harris.

Call to Order

The meeting was called to order at 2:02 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 2:00 p.m. on December 6, 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. November 1, 2022 Regular City Council Meeting

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Mark W. McBrayer, to approve the November 1, 2022 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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 Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve items 5.1-5.28.

Vote: 7 - 0 Motion carried

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2022-O0159, Amendment 3, amending the FY 2022-23 Budget for municipal purposes respecting the Lubbock Business Park Tax Increment Financing (TIF) Capital Fund to establish Capital Improvement Project 92810, Business Park Median Irrigation; providing for filing; and providing for a savings clause.

5. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2022-O0160, Amendment 4, amending the FY 2022-23 Budget for municipal purposes respecting civil service positions; providing for filing; and providing for a savings clause.

5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2022-O0169, Amendment 5, amending the FY 2022-23 Budget for municipal purposes respecting the Streets Capital Project Fund to establish approved projects from the 2022 Street Bond Election; providing for filing; and providing for a savings clause.

5. 4. **Resolution - Finance:** Resolution No. 2022-R0488 expressing intent to finance expenditures to be incurred for various capital projects approved by the Citizens of Lubbock in the November 8, 2022 Street Bond Election, and to reimburse the City from the proceeds of obligations that will be issued after the expenditure of funds, to pay costs of such projects.

5. 5. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2022-O0170, abandoning and closing a portion of a stormwater storage and drainage easement (V8489 P177), located in Tract D, The Falls at Suncrest Addition, Lubbock County, Texas.

5. 6. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2022-O0171, abandoning and closing a portion of alley right-of-way, located west of Lot 93, Hatton Place Addition, Lubbock County, Texas.

5. 7. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2022-O0172, abandoning and closing an underground utility easement and portions of two drainage easements, located on Tract J, Commons South Addition, Lubbock County, Texas.

5. 8. **Resolution - Right-of-Way:** Resolution No. 2022-R0489 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Street Dedication Deed and all related documents, in connection with certain real property located in Section 20, Block AK, Lubbock County, Texas, to be utilized for unpaved road improvements.

5. 9. **Resolution - Right-of-Way:** Resolution No. 2022-R0490 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Street Dedication Deed and all related documents, in connection with certain real property located in Section 42, Block AK, Lubbock County, Texas, to be utilized for unpaved road improvements.

5. 10. **Resolution - Right-of-Way:** Resolution No. 2022-R0491 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, a Street Dedication Deed and all related documents, in connection with certain real property located in Section 2, Block A, Lubbock County, Texas, to be utilized for unpaved road improvements.

5. 11. **Resolution - Right-of-Way:** Resolution No. 2022-R0492 authorizing the Mayor to accept for and on behalf of the City of Lubbock, a General Warranty Deed and all related documents, associated with certain property which is more or less a 1.315-acre tract located in Section 5, Block B, Lubbock County, Texas, owned by Lubbock Independent School District.

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

5. 12. **Resolutions - Water Treatment:** Resolution No.'s 2022-R0493, 2022-R0494, 2022-R0495, and 2022-R0496 authorizing the Mayor to execute four separate contracts with DPC Industries, Inc., Chemtrade Chemicals US, LLC, Chameleon Industries, Inc., and Chemrite, Inc., for the purchase of chemicals for the North and South Water Treatment Plants and the Bailey County Well Field.

5. 13. **Resolution - Fleet Services:** Resolution No. 2022-R0497 authorizing the Mayor to execute Purchase Order 31070176, with Warren CAT, for the purchase of one Caterpillar D8 Track Dozer for the Solid Waste Landfill.

5. 14. **Resolution - Fleet Services:** Resolution No. 2022-R0498 authorizing the Mayor to execute Purchase Order 31070383, with Yellowhouse Machinery Co., for the purchase of two John Deere backhoe loaders for the Water Distribution & Maintenance Department.

5. 15. **Resolution - Fleet Services:** Resolution No. 2022-R0499 authorizing the Mayor to amend Purchase Order 31062734, with Romco Equipment Company, for the purchase of a cement mixing truck for the Water Distribution & Maintenance Department.

5. 16. **Resolution - Fleet Services:** Resolution No. 2022-R0500 authorizing the Mayor to execute Purchase Order 31070037, with Cemen Tech, Inc., for the purchase of one 2023 M2-106 Freightliner cab & chassis truck for the Water Distribution & Maintenance Department.

5. 17. **Resolution - Facilities Management:** Resolution No. 2022-R0501 authorizing the Mayor to execute Service Contract No. 16747, with Genserve, LLC dba L.J. Power Generators, Inc., for fixed generator repair and maintenance of City-owned generators at various locations.

5. 18. **Resolution - Public Health Services:** Resolution No. 2022-R0502 authorizing and directing the Mayor to execute Amendment No. 2 to the Department of State Health Services Contract No. HHS001120300005, under the STD/HIV-DIS Prevention Services Grant Program, and all related documents, by and between the City of Lubbock and the State of Texas Department of State Health Services.

5. 19. **Resolution - Community Development:** Resolution No. 2022-R0503 authorizing the Mayor to execute Amendment No. 2 to Community Development Funding Contract 16001, and all related documents, with YWCA of Lubbock, to provide Childcare Assistance to qualified persons.

5. 20. **Resolution - City Manager:** Resolution No. 2022-R0504 authorizing the Mayor to execute Professional Services Agreement 16872, with Strategic Government Resources, Inc., for executive recruitment services.

5. 21. **Resolution - City Manager:** Resolution No. 2022-R0505 authorizing the Mayor to execute for and on behalf of the City of Lubbock, a Real Estate Purchase and Sale Agreement, for the purchase of certain real property located in Block B, Section 2, Abstract 659, Lubbock County, Texas, owned by BNSF Railway Company.

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

5. 22. **Ordinance 2nd Reading - Planning (District 1):** Ordinance No. 2022-O0161, for Zone Case 0604-A, a request of George Castillo, for a zone change from General Retail District (C-3) to Reduced Setback Single-Family District (R-1A), at 303 North Avenue Q, located north of Baylor Street and west of North Avenue Q, Manson Heights Addition, Block 1, Lot 2.

5. 23. **Ordinance 2nd Reading - Planning (District 1):** Ordinance No. 2022-O0162, for Zone Case 2565-F, a request of Jessie R. Romero, for a zone change from Interstate Highway Commercial District (IHC) to Reduced Setback Single-Family District (R-1A), at 915 32nd Street, located south of 32nd Street and west of Interstate 27, Flynn Place Addition, Block 3, the west 28.59 feet of Lot 10 and Lot 11.

5. 24. **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2022-O0163, for Zone Case 3257-I, a request of Seventeen Services LLC for Edge Concepts, for a zone change from Garden Office District (GO) to Apartment-Medical District (AM), at 3226 140th Street, located north of 140th Street and east of Indiana Avenue, Viridian Estates Addition, Tract D.

5. 25. **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2022-O0164, for Zone Case 3274-E, a request of Betenbough Homes, for a zone change from Interstate Highway Commercial District (IHC) to Reduced Setback Single-Family District (R-1A), generally located east of Avenue U and north of 133rd Street, Bell Farms Addition, Lots 1652 through 1676, 1681 through 1692, 1698 through 1709, 1718 through 1739 and Tracts CC and DD.

5. 26. **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2022-O0165, for Zone Case 3472, a request of Hugo Reed and Associates, Inc. for Red Canyon Development, LLC, for a zone change from Transition District (T) to Restricted Local Retail District (C-2A) and Local Retail District (C-2), generally located south of 146th Street and west of Quaker Avenue, on 19.4 acres of unplatted land out of Block AK, Section 6.

5. 27. **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2022-O0166, for Zone Case 3126-D, a request of Hugo Reed and Associates, Inc. for SWLLD, LLC and FADEV, LLC, for a zone change from Transition District (T), Interstate Highway Industrial District (IHI), General Retail District (C-3) and High-Density Apartment District (A-2) to Two-Family District (R-2), High-Density Apartment District (A-2), Local Retail District (C-2) and Interstate Highway Commercial District (IHC), generally located north of 130th Street (proposed Loop 88) and west of Frankford Avenue, on 99.4 acres of land out of Block AK, Section 20.

5. 28. **Ordinance 2nd Reading - Planning (District 6):** Ordinance No. 2022-O0167, for Zone Case 1875-Y, a request of AMD Engineering, LLC for H&M Investments & Rentals LLC, for a zone change from High-Density Apartment District (A-2) to Two-Family District (R-2), at 6606 26th Street, located north of 26th Street and west of Norwich Avenue, Commanders Addition, the south 440 feet of the east 400 feet of Lot 2.

6. Regular Agenda

6. 1. **Board Appointment - City Secretary:** Consider the appointment of the Chairperson of the Central Business District Tax Increment Financing (TIF) Reinvestment Zone Board of Directors, for the 2023 calendar year, with the term ending on December 31, 2023.

Motion by Council Member Latrelle Joy, seconded by Council Member Christy Martinez-Garcia, to appoint Dan Williams as Chair of the Central Business District Tax Increment Financing (TIF) Reinvestment Zone Board of Directors for the 2023 calendar year.

Vote: 7 - 0 Motion carried

6. 2. **Board Appointment - City Secretary:** Consider the appointment of the Chairperson of the Lubbock Business Park Tax Increment Financing (TIF) Reinvestment Zone Board of Directors, for the 2023 calendar year, with the term ending on December 31, 2023.

Motion by Council Member Latrelle Joy, seconded by Council Member Christy Martinez-Garcia, to appoint Cassandra (Sandy) Henry as Chair of the Lubbock Business Park Tax Increment Financing (TIF) Reinvestment Zone Board of Directors for the 2023 calendar year.

Vote: 7 - 0 Motion carried

6. 3. **Board Appointment - City Secretary:** Consider the appointment of the Chairperson of the North Overton Tax Increment Financing Reinvestment Zone (TIF) Board of Directors, for the 2023 calendar year, with the term ending on December 31, 2023.

Motion by Council Member Latrelle Joy, seconded by Council Member Christy Martinez-Garcia, to appoint Jeff Dane as Chair of the North Overton Tax Increment Financing (TIF) Reinvestment Zone Board of Directors for the 2023 calendar year.

Vote: 7 - 0 Motion carried

6. 4. **Public Hearing - Planning (District 4):** Ordinance No. 2022-O0173, for a request for annexation, from Red Canyon Development, LLC, to annex an area of approximately 17.33 acres, adjacent to the southern city limits of the City of Lubbock, north of Woodrow Road and west of Quaker Avenue.

This item was amended.

Kristen Sager, director of planning, gave a presentation and answered questions from City Council. Chad Weaver, city attorney, gave comments and answered questions from City Council.

Mayor Tray Payne, read into the record, the following statement: "The Texas Local Government Code requires a public hearing for the City Council to consider the annexation of property. At this time, I will open the public hearing in regard to the annexation of an area of approximately 16.05 acres, adjacent to the southern city limits of the City of Lubbock, north of Woodrow Road and west of Quaker Avenue."

Mayor Payne opened the public hearing at 2:37 p.m.

Thomas Payne, with Red Canyon Development, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Payne closed the public hearing at 2:39 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0173 with the following amendment:

- Replacement of Exhibit A with Exhibit B that revises the amount of property to be annexed from 17.33 acres to 16.05 acres.

Vote: 7 - 0 Motion carried

6. 5. **Ordinance 2nd Reading - Planning (District 3):** Ordinance No. 2022-O0168, for Zone Case 0417-A, a request of AMD Engineering, LLC for Gary Randall Andrews, for a zone change from Single-Family District (R-1) to Garden Office District (GO), generally located north of 23rd Street and west of Slide Road, on 2.02 acres of land from Sisco Addition, Lot 1-A.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0168.

Vote: 4 - 3 Motion carried

NAY: Mayor Pro Tem Shelia Patterson Harris
Council Member Latrelle Joy
Council Member Mark W. McBrayer

6. 6. **Resolution - Finance:** Resolution No. 2022-R0506 authorizing publication and posting of notices of intention to issue (i) water and wastewater system revenue bonds in a principal amount not to exceed $17,500,000 for the purpose of acquiring, purchasing, constructing, improving, renovating, enlarging and equipping property, buildings, structures, facilities and related infrastructure for the City's Water and Wastewater System and (ii) combination tax and revenue certificates of obligation in a principal amount not to exceed $18,750,000 for the purpose of funding improvements to the City's Solid Waste Disposal System.

Blu Kostelich, chief financial officer, gave comments and answered questions from City Council. Matt Boles, managing director with RBC Capital Markets, gave a presentation and answered questions from City Council.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Latrelle Joy, to approve Resolution No. 2022-R0506.

Vote: 7 - 0 Motion carried

6. 7. **Resolution - Business Development:** Resolution No. 2022-R0507 approving the resolution of the Lubbock Economic Development Alliance, Inc., authorizing the issuance of sales tax revenue bonds in a principal amount not to exceed $32,500,000 for the purpose of funding projects for the promotion and development of new and expanded business enterprises, including the acquisition of interests in land and the design, construction, acquisition, rehabilitation, renovation, expansion, improvement and equipment of streets, roads, water and sewer utilities, and related infrastructure and improvements; approving a Sales Tax Remittance Agreement; and resolving other matters related thereto.

Jarrett Atkinson, city manager; and John Osborne, president and chief executive officer for Lubbock Economic Development Alliance (LEDA) and Market Lubbock, Inc., gave comments and answered questions from City Council. Jason Hughes, managing director with Hilltop Securities, gave a presentation and answered questions from City Council.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Mark W. McBrayer, to approve Resolution No. 2022-R0507.

Vote: 6 - 0 Motion carried

Other: Council Member Steve Massengale (RECUSE)

2:52 P.M. CITY COUNCIL ADJOURNED

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

The December 6, 2022 Regular City Council Meeting minutes were approved by the City Council on the 10th day of January, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

AI# 11211
Regular City Council Meeting 5. 1.
01/10/2023:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2022-O0174, Amendment 6, amending the FY 2022-23 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services and the Texas Health and Human Services Commission; providing for filing; and providing for a savings clause.

Item Summary

On December 13, 2022, the City Council approved the first reading of the ordinance.

I. Amend Public Health Cost Center 5415 by adding two additional full-time positions, Public Health Liaison and Disease Intervention Specialist Supervisor. The new positions will be grant funded.

II. Accept and appropriate $75,000 from the Texas Department of State Health Services for the Workforce Grant for a total appropriation of $1,575,000.

III. Accept and appropriate $1,364,651 from the Texas Health and Human Services Commission for the Adult Treatment Grant for a total appropriation of $2,645,630.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 6

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2022-23 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES AND THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION; 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 2022-23 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 2022-23 (Budget Amendment #6) for municipal purposes, as follows:

I. Amend the Public Health cost center 5415 by adding two additional full-time positions, Public Health Liaison and Disease Intervention Specialist Supervisor. The new positions will be grant funded.

II. Accept and appropriate $75,000 from the Texas Department of State Health Services for the Workforce grant for a total appropriation of $1,575,000.

III. Accept and appropriate $1,364,651 from the Texas Health and Human Services Commission for the Adult Treatment grant for a total appropriation of $2,645,630.

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

ccdocs/BudgetFY22-23.Amend6.ord
November 30, 2022

AI# 11232
Regular City Council Meeting 5. 2.
01/10/2023:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2022-O0175, Amendment 7, amending the FY 2022-23 Budget for municipal purposes respecting the Water/Wastewater Fund; providing for filing; and providing for a savings clause.

Item Summary

On December 13, 2022, the City Council approved the first reading of the ordinance.

I. Amend the FY 2022-23 Water Treatment Operating Budget in the Water/Wastewater Fund by increasing the appropriation by $901,455, from $10,394,336 to $11,295,791, for increased chemical costs.

II. Amend the FY 2022-23 Water Production Operating Budget in the Water/Wastewater Fund by increasing the appropriation by $109,320, from $2,300,747 to $2,410,067, for increased chemical costs.

III. Amend the FY 2022-23 Water Reservoir Operating Budget in the Water/Wastewater Fund by increasing the appropriation by $288,075, from $3,739,396 to $4,027,471 for increased chemical costs.

IV. Amend the FY 2022-23 Wastewater Treatment Operating Budget in the Water/Wastewater Fund by increasing the appropriation by $663,662, from $8,531,579 to $9,195,241, for increased chemical costs.

V. Amend the FY 2022-23 Northwest Water Reclamation Plant Operating Budget in the Water/Wastewater Fund by increasing the appropriation by $16,368, from $1,361,192 to $1,377,560, for increased chemical costs.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 7

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2022-23 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE WATER/WASTEWATER FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 2022-23 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 2022-23 (Budget Amendment #7) for municipal purposes, as follows:

I. Amend the FY 2022-23 Water Treatment Operating Budget in the Water/Wastewater Fund by increasing the appropriation by $901,455, from $10,394,336 to $11,295,791, for increased chemical costs.
II. Amend the FY 2022-23 Water Production Operating Budget in the Water/Wastewater Fund by increasing the appropriation by $109,320, from $2,300,747 to $2,410,067, for increased chemical costs.
III. Amend the FY 2022-23 Water Reservoir Operating Budget in the Water/Wastewater Fund by increasing the appropriation by $288,075, from $3,739,396 to $4,027,471 for increased chemical costs.
IV. Amend the FY 2022-23 Wastewater Treatment Operating Budget in the Water/Wastewater Fund by increasing the appropriation by $663,662, from $8,531,579 to $9,195,241, for increased chemical costs.
V. Amend the FY 2022-23 Northwest Water Reclamation Plant Operating Budget in the Water/Wastewater Fund by increasing the appropriation by $16,368, from $1,361,192 to $1,377,560, for increased chemical costs.

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

ccdocs/BudgetFY22-23.Amend7.ord
December 5, 2022

AI# 11221
Regular City Council Meeting 5. 2. 1.
01/10/2023:

Information

Agenda Item

Resolution - Water Utilities: Consider a resolution authorizing the Mayor to execute Contract 16920, with Evoqua Water Technologies, LLC, for Sodium Chlorite, for the North Water Treatment Plant and the South Water Treatment Plant.

Item Summary

In 2017, the City awarded Contract 13423 to Evoqua Water Technologies, for an on-site chlorine dioxide treatment to replace the existing carbon loop system. This contract included chlorine dioxide generation equipment used at both the North Water Treatment Plant (NWTP) and South Water Treatment Plant (SWTP), as well as non-proprietary raw chemicals used to generate chlorine dioxide. Chlorine dioxide is used to treat Lubbock's drinking water.

Contract 16920 establishes annual pricing for sodium chlorite and transportation services used at the NWTP and the SWTP. This is a unit price contract. The 1st year, the cost for the chemical will be $0.869 per pound. Estimated annual usage is 925,970 pounds of sodium chlorite for a total annual expenditure of $804,668. For the 2nd and 3rd years of the contract, the unit price increase will be capped at 6% each year. A fuel surcharge for truck transportation services will be calculated using the Oil Price Information Service (OPIS) or the Producer Price Index (PPI) daily rack average on the day of delivery. This amount will be added to the invoice. The total amount of the award is estimated based on expected quantities, and actual expenditures may be more or less depending on actual need.

Staff recommends this purchase order contract be awarded to Evoqua Water Technologies of Sarasota, Florida, as a sole source contract.

Fiscal Impact

Funding is available in the FY 2022-23 Water/Wastewater Operating Budget for this purpose.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution - Evoqua Contract 16290
Evoqua Contract 16290_

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 16920 to provide Sodium Chlorite, by and between the City of Lubbock and Evoqua Water Technologies, of Sarasota, Florida, 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:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Contract- Evoqua Water Technologies 16920

Contract 16920

City of Lubbock, TX
Evoqua Water Technologies
Agreement

This Service Agreement (this "Agreement") is entered into as of the __day of _____**20**____ ("Effective Date") by and between Evoqua Water Technologies (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the parties enter into this agreement in accordance with Local Government Code (LGC) § 252.022 (7).

WHEREAS, Contractor desires to perform as an independent contractor to provide Sodium Chlorite, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. Exhibit A – Sole Source Justification
2. Exhibit B – Evoqua Quote no. Q221013SB01R1
3. Exhibit C – Insurance Requirements

Scope of Work

Contractor shall provide the materials that are specified in Exhibit B.

Article 1

1.1 The contract shall be for a term of three (3) years with option two (2) one (1) year extension, said date of term beginning upon formal approval. This contract will renew automatically for the additional terms, unless either Party gives ninety (90) days written notice to terminate the Contract.

1.2 All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

1.3 The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

1.4 This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 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.

2.10 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 do.

2.11 The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract Insurance requirements document, this provision shall control.

2.12 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.

2.13 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.

2.14 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.

2.15 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.

2.16 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.

-----INTENTIONALLY LEFT BLANK-----

IN WITNESS WHEREOF, the parties hereof caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Tray Payne, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Aubrey Spears, Director of Water Utilities

APPROVED AS TO FORM:

Amy Sims, Deputy Assistant City Attorney

CONTRACTOR

BY:

Authorized Representative

Thomas R. Wilson P.E., V.P. & G.M.
Evoqua Water Technologies LLC

2650 Tallevast Road
Address

Sarasota, FL 34243
City, State, Zip Code

EVOQUA
WATER TECHNOLOGIES

December 7, 2022

Marta Alvarez
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79403
Email: malvarez@mail.ci.lubbock.tx.us

RE: SOLE SOURCE AKTA KLOR 25 AND MILLENNIUM III™ CHLORINE DIOXIDE GENERATOR SUPPLY

Dear Ms. Alvarez:

Evoqua Water Technologies LLC is the sole source supplier of AktaKlor 25 Solution and MILLENNIUM III™ chlorine dioxide generators for municipal drinking water applications. Evoqua is the OEM provider of service, parts and repair contracts on our line of chlorine dioxide generation systems. This includes the MILLENNIUM III™ two and three chemical generator lines manufactured exclusively at our facilities. We maintain dedicated, experienced and certified service staff for this purpose. At the present time no other service firms or 3rd party personnel are trained, certified and authorized to provide the required OEM service, parts and repairs on the Millennium III chlorine dioxide generators.

A license to use MILLENNIUM III™ products is included with the product sale. Patents that cover aspects of the use of MILLENNIUM III™ products include, but are not necessarily limited to, United States Patent Nos. 7,504,074 B2, 8,784,733 B2 and other patents pending. MILLENNIUM III™ and Full Service Disinfection Control are trademarks of Evoqua Water Technologies LLC.

If I can be of service to you in any way, please contact me at (337) 247-6407 or via email at david.broach@evoqua.com.

Sincerely,

Evoqua Water Technologies LLC

Mitch Broach

Mitch Broach
Technical Sales Representative

EVOQUA
WATER TECHNOLOGIES

Exhibit B

December 8, 2022

Michael Lowe
Water Superintendent
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79403
Phone: (806) 775-2616
Email: MLowe@mail.ci.lubbock.tx.us

RE: NEW CONTRACT – CITY OF LUBBOCK, TX
CONTRACT 13423 – NORTH WATER TREATMENT PLANT AND SOUTH WATER TREATMENT PLANT – CHLORINE DIOXIDE PROCUREMENT PACKAGE
Evoqua Quote No. Q221013SB01R1 FINAL

Dear Mr. Lowe:

Evoqua Water Technologies greatly appreciates your business and the opportunity to continue working with the City of Lubbock, TX. Evoqua wants to continue this relationship as partners working together to deliver the most efficient, cost effective and sustainable program possible. We would like to propose an additional 3-year contract with 2 x 1-year optional extensions. Terms and conditions remain unchanged per the original contract.

3-Year Contract

- Year-1 : $0.869/lbs Akta Klor 25 (25% sodium chlorite)
- Year-2: price increase capped at 6%
- Year-3: price increase capped at 6%
- Optional Extensions: pricing negotiated

Note: A fuel surcharge (see below) will also be applied to meet the volatile diesel market.

Justification

Over the past year, our raw material cost of Sodium Chlorite increased in addition to the larger increases in cost of labor and delivery. As justification for this increase, please see the following tables.

The following chart shows one of our major cost increases we are facing which is transportation and freight costs. This is represented by Truck Transportation Services PPI increases[1]:

PPI Industry Data

Series Id: PCU4841--4841--
Series Title: PPI industry group data for General freight trucking, not seasonally adjusted
Industry: General freight trucking
Product: General freight trucking
Base Date: 200312

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	159.5	163.1	166.6	169.7	172.9	172.8	172.697	175.475	178.904	182.934	190.003	193.130
2022	200.980	206.726	215.203	215.563	218.305	215.555(P)	213.587(P)	210.554(P)	209.407(P)			

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

One of the fastest rising costs for us is the PPI for Truck Transportation of Freight which has increased from 175.475 in September of 2021 to 209.407 in September of 2022. This represents a 17% increase in this PPI the past 12 months in costs for this area and we expect this trend to continue over the next year.

The next chart shows the other major cost increase we are facing which is the costs to manufacture inorganic chemicals. This is represented by Basic Inorganic Chemical Manufacturing PPI increases[2]:

PPI Industry Data

Series Id: PCU32518-32518-
Series Title: PPI industry data for Other basic inorganic chemical manufacturing, not seasonally adjusted
Industry: Other basic inorganic chemical manufacturing
Product: Other basic inorganic chemical manufacturing
Base Date: 200312

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	271.6	272.5	276.2	278.8	290.4	290.4	295.915	300.174	301.950	320.663	324.794	333.141
2022	340.461	363.545	366.048	378.134	390.797	395.992(P)	410.894(P)	410.893(P)	413.788(P)			

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

Another one of the fastest rising costs for us is the PPI for Basic Inorganic Chemical Manufacturing which has increased from 301.95 in September of 2021 to 413.788 in September of 2022. This represents a 37% increase in this PPI the past 12 months in costs for this area and we expect this trend to continue over the next year.

The following table and graph show the Consumer Price Index from 2021-2022 to the present representing labor cost increases[3]:

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0000SA0,CUUS0000SA0
Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802	266.236	275.703
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171	296.808				288.347	

As you can see from this data, the CPI has increased from 274.31 in September 2021 to 296.808 in September of 2022. This represents a 8.2% increase in the CPI over the past 12 months and we expect this trend to continue over the next year.

Fuel Surcharge (FSC)

To deliver on our promises and provide the City of Lubbock with the needed water treatment, it involves shipping chemicals (25% sodium chlorite) from locations in KS. This is done by using tanker trucks which are powered by diesel fuel. On 9/27/21 the price of diesel was $3.288/gal and on 5/30/22 the price of diesel was $5.552/gal. This reflects a 68.9% increase in the price of diesel. This data was found here: Diesel Prices per the U.S. Energy Information Administration's Lower Atlantic (PADD 1C) No 2 Diesel Retail Prices that is updated weekly. Retail Prices for Diesel (On-Highway) - All Types (eia.gov)

Evoqua would like to propose a Fuel Surcharge (FSC) that will be billed as a separate line item as a $/gallon cost. It would be calculated monthly based on the above-referenced data sources. This would mitigate the impact for both the City and Evoqua as it would automatically adjust up and down as Diesel fluctuates. Please see Table 1 for the fuel surcharge for 25% Sodium Chlorite.

Each invoice will show a line item with the quantity of chemical delivered at the above prices plus a second line item with the same quantity delivered with the fuel surcharge per the Fuel Surcharge Table.

We greatly appreciate your consideration in this matter. We look forward to reaching an agreement and being a valued partner to the City of Lubbock for many years to come.

EVOQUA
WATER TECHNOLOGIES

All other terms and conditions remain unchanged per the original contract. These prices do not include any applicable taxes.

PLEASE NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs. Ask us how to avoid paying fees by migrating to ACH CTX payment type.

Evoqua appreciates your business and support and looks forward to continuing to provide you the quality products, services, and lowest cost solutions. If you have any questions, comments, or if I can be of service to you in any way, please contact me at (337) 247-6407 or via email at david.broach@evoqua.com. We look forward to continuing to provide "Best in Class" service.

Sincerely,

Evoqua Water Technologies LLC

Mitch Broach

Mitch Broach
Technical Sales Representative

1. Bureau of Labor Statistics. (2022). *PPI Industry Data for General Freight Trucking, 2021-2022, Series ID: PCU4841--4841--*. Data extracted on October 13, 2022, Retrieved from http://data.bls.gov
2. Bureau of Labor Statistics. (2022). *PPI Industry Data for Other basic inorganic chemical manufacturing, 2021-2022, Series ID: PCU32518-32518-*. Data extracted on October 13, 2022, Retrieved from http://data.bls.gov
3. Bureau of Labor Statistics. (2022). *CPI- All Urban Consumers, 2021-2022, Series ID: CUUR0300SA0*, Data extracted on October 13, 2022, Retrieved from http://data.bls.gov

EVOQUA
WATER TECHNOLOGIES

RE: NEW CONTRACT – CITY OF LUBBOCK, TX
CONTRACT 13423 – NORTH WATER TREATMENT PLANT AND SOUTH WATER TREATMENT PLANT – CHLORINE DIOXIDE PROCUREMENT PACKAGE
Evoqua Quote No. Q221013SB01R1 FINAL

ACCEPTANCE OF PROPOSAL

Evoqua will process your order when we receive acceptance of this proposal, by signing below and returning to municipalservices@evoqua.com or via fax to: (941) 359-7985.

Accepted by: City of Lubbock _____

This _____ day of _____ Year _____

By: Tray Payne _____

Title: Mayor _____

Company: City of Lubbock _____

evoqua
WATER TECHNOLOGIES

FUEL SURCHARGE TABLE

TABLE #1 - 25% SODIUM CHLORITE

Gulf Coast PADD 3 Diesel Price	FSC ($/LB)
3.991	$ (0.020)
4.051	$ (0.019)
4.111	$ (0.017)
4.171	$ (0.016)
4.231	$ (0.014)
4.291	$ (0.012)
4.351	$ (0.011)
4.411	$ (0.009)
4.471	$ (0.008)
4.531	$ (0.006)
4.591	$ (0.005)
4.651	$ (0.003)
4.711	$ (0.002)
4.771	$ -
4.831	$ 0.002
4.891	$ 0.003
4.951	$ 0.005
5.011	$ 0.006
5.071	$ 0.008
5.131	$ 0.009
5.191	$ 0.011
5.251	$ 0.012
5.311	$ 0.014
5.371	$ 0.016
5.431	$ 0.017
5.491	$ 0.019
5.551	$ 0.020
5.611	$ 0.022
5.671	$ 0.023
5.731	$ 0.025
5.791	$ 0.026
5.851	$ 0.028
5.911	$ 0.029
5.971	$ 0.031
6.031	$ 0.033
6.091	$ 0.034
6.151	$ 0.036

Gulf Coast PADD 3 Diesel Price	FSC ($/LB)
6.211	$ 0.037
6.271	$ 0.039
6.331	$ 0.040
6.391	$ 0.042
6.451	$ 0.043
6.511	$ 0.045
6.571	$ 0.047
6.631	$ 0.048
6.691	$ 0.050
6.751	$ 0.051
6.811	$ 0.053
6.871	$ 0.054
6.931	$ 0.056
6.991	$ 0.057
7.051	$ 0.059
7.111	$ 0.061
7.171	$ 0.062
7.231	$ 0.064
7.291	$ 0.065
7.351	$ 0.067
7.411	$ 0.068
7.471	$ 0.070
7.531	$ 0.071
7.591	$ 0.073
7.651	$ 0.075
7.711	$ 0.076
7.771	$ 0.078
7.831	$ 0.079
7.891	$ 0.081
7.951	$ 0.082
8.011	$ 0.084
8.071	$ 0.085
8.131	$ 0.087
8.191	$ 0.088
8.251	$ 0.090
8.311	$ 0.092
8.371	$ 0.093
8.431	$ 0.095

Exhibit C

City of Lubbock, TX
Contract 16920
Insurance Requirements

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

INSURANCE COVERAGE REQUIRED SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. The Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

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.

Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Automobile Liability Requirements: $1M/occurrence is needed
Professional Liability Requirements: NOT APPLICABLE
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.. Employer Liability ($1M) is required with Workers Compensation.
Pollution Liability Requirements: $500K occurrence / $1M aggregate

* 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.

IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and **all endorsements** thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation

binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314Avenue K, 9th Floor
Lubbock, Texas 79401

Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

AI# 11254
Regular City Council Meeting
01/10/2023:

5. 2. 2.

Information

Agenda Item

Resolution - Wastewater Operations: Consider a resolution authorizing the Mayor to execute Contract 16948 with Polydyne, Inc., for the purchase of Liquid Polymer for use at the Southeast Water Reclamation Plant.

Item Summary

The City's Southeast Water Reclamation Plant (SEWRP) treats approximately 19.5 million gallons of wastewater each day. The treatment process separates solids from liquids. Chemicals are used to treat both the solids and liquids and prepares them for reuse and/or disposal.

The chemical being considered in this contract is used to dewater sludge in the solids handling process at the SEWRP. This specialized chemical is used to meet the City's SEWRP Texas Commission on Environmental Quality (TCEQ) Wastewater Discharge Permit. Approximately 816,000 pounds of polymer chemical will be used annually at the SEWRP in the solids handling process.

In response to ITB 23-16948-SB, the following bids were received.

Vendor	Cost Per Pound	Annual Cost
Polydyne, Inc., Riceboro, Georgia	$1.71	$1,395,360
Univar USA, Inc., Kent, Washington	No Bid	No Bid

Staff recommends awarding this contract to Polydyne, Inc., of Riceboro, Georgia. The contract will be for a term of one year with the option of 2 one-year renewals.

Fiscal Impact

Funding of $1,395,360 for this contract is in the FY 2022-23 Water/Wastewater Operating Budget, for the purchase of this chemical.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution
Contract 16948
Project Summary Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 16948, as per ITB 23-16948-SB, for liquid polymer for sludge handling, by and between the City of Lubbock and Polydyne 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:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.Contract No. 16948, Polydyne Inc.
12.9.22

City of Lubbock
Contract for
ITB 23-16948-SB
Liquid Polymer for Sludge Handling

THIS CONTRACT made and entered into this ___ day of _____, **2022**, by and between the City of Lubbock ("City"), and **Polydyne, Inc.** , ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Liquid Polymer for Sludge Handling** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Liquid Polymer for Sludge Handling**

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Liquid Polymer for Sludge Handling**, and more specifically referred to as **Item #0-1** on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one (1) year, with the option of two (2), one year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.

4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

9. Insurance Requirements – No Insurance Required

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

11. 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.

12. 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 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.

13. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the

Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

15. 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.

16. 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.

17. **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.

18. 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.

19. 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.

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.

20. The Contractor 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.

21. The Contractor 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 Contractor, its agents, employees, and/or subcontractors, 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.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 23-16948-SB, Specifications, and the Bid Form.

-----INTENTIONALLY LEFT BLANK-----

City of Lubbock
ITB 23-16948-SB
Liquid Polymer for Sludge Handling
at the Southeast Water Reclamation Plant

SPECIFICATIONS

1. INTENT

It is the intent of these specifications to describe the Polymer to be used to dewater the sludge for the RDT's and Centerfuges at the City of Lubbock Southeast Water Reclamation Plant.

PRODUCT SPECIFICATION

The polymer purchased for use at the City of Lubbock Southeast Water Reclamation Plant shall contain no soluble inorganic or organic substances capable of producing deleterious or injurious effects. The polymer must have Certification for use in waste water treatment plants. Bidder shall submit a certificate of analysis which will include the specific gravity, Cationicity, Active Polyacrylamide, Density and Freezing Point. The material safety data sheets (MSDS) for the product shall also be submitted with the bid. Due to the fact that successful Polymer will separate the solids as needed by state permit it is that the bidders be a manufacturer of liquid Polymer. In any event, all products used. The same Polymers manufacturer must be used throughout the term of the contract. **Throughout the term of the contract, the successful bidder may not change the formulation of the Polymer in any way without the express written consent of the Waste Water Treatment Plant Superintendent. No exceptions, an unauthorized change in the formulation of the product will result in contract termination.**

2. PRODUCT PERFORMANCE

Products to be considered for bid will be tested by the manufacturer using standard jar testing methods at the City's site. A sample of the product being tested will be left at the facility for additional jar testing by Operations personnel, if additional pilot plant testing is necessary an additional amount of sample will be required. At the City's discretion full plant testing will be required based on results of previous tests; the City will pay for a full delivery (approximately 48,000 lbs.) at the price submitted in the bid document to conduct full plant testing. Waste Water Treatment Operations personnel will evaluate product performance based on sludge dryness and sludge separation. References will be thoroughly checked and will figure prominently into the selection of a successful bidder.

3. PRODUCT QUALITY PER LOAD

Upon delivery of each load of product, the transport driver must present a certificate of analysis containing Cationicity 80% Active Polyacrylamide Min. 41% Specific Gravity1.01 -1.05 Freezing Point 7F. Density 8.5-8.6 lb/gal As stated in the product specifications, A delivered product that exhibits any unusual color or appearance compared to previous acceptable deliveries will be refused, as will deliveries containing any form of foreign material. If the product meets the required minimum standards, the product may then be off loaded into the storage tanks. If desired, the vendor may provide their own hydrometer and perform an additional specific gravity analysis in the presence of the plant operations staff. In the event the product does not meet the required minimum standards, the load will be refused and the vendor must provide another acceptable load within forty eight (48) hours. No additional freight or shipping charges shall be assessed by vendor.

4. **TECHNICAL SUPPORT**

Vendor shall provide acceptable technical support and response time whenever problems are encountered relating to product use and/or performance. Acceptable technical support will include routine site visits at least every three (3) months to consulting with operations staff on any questions or problems with the product. A telephone response time of one (1) business day is required of vendor in cases of product performance problems. A site visit by the vendor may be requested by the owner if owner feels it is necessary to solve any significant problem related to product performance. If a non-routine site visit is requested, the vendor will have five (5) business days to respond and arrive on-site. All technical support will be at no cost to the owner.

5. **BID ACCEPTANCE**

Product performance will be required to meet optimum quality performance. The evaluation of bids will include testing procedures for sludge separation and dryness of the sludge. The bid will be awarded based plant performance, cost effectiveness, and reference checks.

6. **QUANTITIES AND PRICING**

The anticipated annual consumption of an aluminum sulfate is one tanker load every seven to ten days. Prices quoted for product shall be FOB North Lubbock Waste Water treatment Plant Lubbock, Texas. Listed quantities are estimates only for pricing purposes. Actual usage may vary.

7. **DELIVERY / SECURITY**

Successful vendor shall be required to deliver the product to the Lubbock Waste Water Treatment Plant in bulk tank truck within 2 weeks after order is placed. Unloading to plant storage tanks is to be performed by the driver under the direction of operations personnel. Successful vendor shall provide any and all special equipment necessary to perform unloading at no cost to the City of Lubbock. All deliveries will be unloaded between the hours of 8:00 A.M. and 6:00 P.M., Monday through Friday. No exceptions will be made unless prior approval is agreed upon with the waste water treatment plant's operations personnel. The transporter is required to furnish certified, dated, and stamped weight tickets with each load of product, before and after unloading. All delivery people will display photo security ID upon arrival at the site. All delivery vehicles shall meet OSHA and DOT regulations and be operated in a safe manner while on site.

All delivery personnel will be identified by the vendor before arrival at the site; preferably at the time an order is placed. Upon arrival at the Waste Water Treatment Plant, delivery personnel will check in at the main building before proceeding to the unloading site. The driver will be met at the security gate by plant personnel and must present photo identification. All shipments shall be sealed and the seal will be broken only in the presence of the plant representative. If any of the security measures are violated, the shipment will be refused.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Tray Payne, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Aubrey Spear, Director of Water Utilities

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

CONTRACTOR

BY
Authorized Representative

Boyd Stanley, Sr. Vice-President
Print Name

One Chemical Plant Road
Address

Riceboro, GA 31323
City, State, Zip Code

City of Lubbock, TX
Purchasing and Contract Management
Vendor Acknowledgement Form

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 __30__ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST 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?

City of Lubbock
23-16948-SB
Liquid Polymer for Sludge Handling
BID TABLE

					Polydyne Inc. Riceboro, GA	
			Location			
			Total Cost		$82,080.00	
#	Items	Quantity Required	UOM	Delivery Days ARO	UnitPrice	TotalCost
#0-1	Liquid Polymer, as specified	48000	LBS	10 - 20 days	$ 1.71	**$82,080.00**

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 X 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. 1 Date 11/10/2022
Addenda No. 2 Date 11/11/2022
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.

This Certification is required from a Company if the Company has 10 or more full-time employees and the contract for goods or services (which includes contracts formed through purchase orders) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

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.

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.

CONTRACTOR ACKNOWLEDGEMENT

In compliance with this solicitation, the undersigned bidder, having examined the bid documents, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met has reviewed the above information regarding:

- **Insurance Requirements**
- **Suspension and Debarment Certification**
- **Texas Government Code Section 2252.152**
- **Texas Government Code Section 2271.002**
- **Texas Government Code 2274**
- **Federal and State Regulations**
- **Master Agreement**

SUBMISSION INFORMATION

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in bid rejection.

THIS BID IS SUBMITTED BY POLYDYNE INC. a corporation organized under the laws of the State of DELAWARE, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Tax ID No.: 34-1810283

Address: 1 Chemical Plant Road

City: Riceboro State: GA Zip: 31323

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

Please complete the information below.

By _____ Date: 11/14/2022

Authorized Representative - must sign by hand

Officer Name and Title: Boyd Stanley, Sr. Vice-President

Business Telephone Number (800) 848-7659 Option 2 FAX: (912) 880-2078

E-mail Address: bids@polydyneinc.com

Purchasing and Contract Management

Project Summary

ITB 23-16948-SB
Liquid Polymer for Sludge Handling

Notice was published in the Lubbock Avalanche Journal on November 6 & November 13, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from November 4 to November 22, 2022.
There was no Pre-Bid Meeting for this ITB
14 vendors downloaded the documents using Bonfire.com.
3 vendors were notified separately.
1 vendors submitted bid(s).

AI# 11278
Regular City Council Meeting 5. 3.
01/10/2023:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 8, amending the FY 2022-23 Budget for municipal purposes respecting the Community Development Fund to appropriate funding for the Comprehensive Energy Assistance Program; providing for filing; and providing for a savings clause.

Item Summary

Amend the FY 2022-23 Comprehensive Energy Assistance Grant Budget in the Community Development Fund by increasing the appropriation by $25,723, from $1,500,000 to $1,525,723. Additional funding will come from the Texas Department of Housing and Community Affairs.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 8

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2022-23 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE COMMUNITY DEVELOPMENT FUND TO APPROPRIATE FUNDING FOR THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM; 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 2022-23 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 2022-23 (Budget Amendment #8) for municipal purposes, as follows:

I. Amend the FY 2022-23 Comprehensive Energy Assistance Grant Budget in the Community Development Fund by increasing the appropriation by $25,723, from $1,500,000 to $1,525,723. Additional funding will come from the Texas Department of Housing and Community Affairs.

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# 11237
Regular City Council Meeting
01/10/2023:

5. 4.

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the Mayor to execute Contract 16845, with UniFirst Corporation, for uniforms and accessories purchase and rental services, for departments requiring uniforms.

Item Summary

The contract establishes pricing for rental and laundry services for uniforms, floor mats, shop towels, and dust mops.

In response to RFP 23-16845-YB, the following proposals were submitted.

Proposer	Amount Per Uniform
UniFirst Corporation	$117.85
Alsco University (submitted an amount on their own pricing sheet)	NA

Several vendors were invited to submit proposals. One vendor submitted their own pricing sheet and were considered non-responsive. Another vendor could not commit to the terms and conditions of the contract and did not submit. UniFirst Corporation submitted a complete proposal and therefore considered the only responsible bidder.

The contract is awarded at the unit prices. The total amount of the award is estimated based on estimated quantities. Actual expenditures may be more or less depending on actual need. The contract also provides for purchase of uniforms and accessories at a 30% catalog discount rate.

The contract term is for one year with option of 4 one-year extensions. The discount rate may be renegotiated at the time of renewal.

Fiscal Impact

Funding is appropriated in the Operating Budget of City departments who use these purchase and rental services..

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution for Contract 16845

Contract 16845 - UniFirst Corporation
16845-Project Summary (u)

Request for Resolution

☐	Purchase Order Contract	
☐	Public Works Contract	
☐	Professional Service Agreement	
☑	Service Contract	
RFP/ITB /RFQ No.	ITB 22-16659-YB	
Title:	Playa Lake 44 Detention Basin Mowing	
Contract No.	16659	
Purchasing Co-op Contract No.		
Vendor Name	Raider Power Lawn Care, LLC	
City & State	Lubbock, TX	

Resolution Signatures

☐	Kelli Leisure	☐	Brooke Witcher, Assistant City Manager
☐	Ryan Brooke	☐	Bill Howerton, Deputy City Manager
☐	John Grace	☐	Jesica McEachern, Assistant City Manager
☐	Mitch Satterwhite, First Assistant City Attorney	☐	Floyd Mitchell, Chief of Police
☑	Amy Sims, Deputy City Attorney	☑	Erik Rejino, Assistant City Manager
☐	Jeff Hartsell, Deputy City Attorney	☐	D. Blu Kostelich, Chief Financial Officer

For Purchasing & Contract Department Use

Reviewed by:

M. Alvarez: _____ T. Flores: _____ K. Morgan: _____

Please Return to Marta, Teo or Kiara _____

Contract 16845

City of Lubbock
Uniforms and Accessories Purchase and Rental Services
Agreement

This Service Agreement (this "Agreement") is entered into as of the __day of _____2022 ("Effective Date") by and between **Unifirst Corporation** (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 23-16845-YB, **Uniforms and Accessories Purchase and Rental Services** and

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide **Uniforms and Accessories Purchase and Rental Services**, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Best and Final Offer
4. Exhibit C – Insurance Requirements

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B and Exhibit C attached hereto.

Article 1

1.1 The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives ninety (90) day written notice to terminate the Contract. The discount rate may be re-negotiated during the renewal process.

1.2 All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

1.3 The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

1.4 The contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 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.

2.10 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.

2.11 The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract insurance requirements document, this provision shall control.

2.12 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.

2.13 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.

2.14 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.

2.15 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.

2.16 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.

2.17 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.

2.18 Confidentiality. The Contractor 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.

2.19 Indemnify. The Contractor 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 Contractor, its agents, employees, and/or subcontractors, 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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Marta Alvarez, Director of Purchasing and Contract Management

APPROVED AS TO FORM

_____
Kelli Leisure, Assistant City Attorney

CONTRACTOR

BY: _____
Authorized Representative

Jim Gonzales
Print Name

1727 E. 8th St
Address

Lubbock Tx 79403
City, State, Zip Code

City of Lubbock
RFP 23-16845-YB
Uniforms and Accessories Purchase and Rental Services

GENERAL REQUIREMENTS

1. INTENT

The City of Lubbock (hereinafter called "City") is seeking requesting proposals from interested firms and individuals, (hereinafter called "Proposer") to provide Uniforms and Accessories Purchase and Rental Services.

SCOPE OF WORK

General Specifications: The City wants to provide employees with a well-made, high-quality uniform that consistently presents a professional appearance even after extended wear. This will be done through the direct purchase of uniforms, but primarily departments will require the rental, laundering, repair and replacement of uniforms by the contractor. Rental uniforms that do not meet the uniform specifications set forth or that are ragged, frayed, torn, spotted, faded, or otherwise in poor condition or appearance shall not be deemed to meet the quality and appearance requirements.

The City desires to make award to a single or multiple qualified contractors who will provide high quality direct purchase uniforms and who will maintain the rental uniforms in such a way as to maintain a professional appearance. Maintenance shall include any necessary mending and button, zipper, and hook replacement. With regard to cleaning, pressing and maintaining of the rental uniforms, the City desires that the contractor be willing and able to clean and press each uniform article and to charge a rental fee that includes the cost of such cleaning and pressing and any necessary maintenance or replacement.

2. GENERAL SPECIFICATIONS:

Estimated annual quantities and probable drop-off locations are for Bid purposes only. No guarantee of the actual service requirement is implied or expressed by this estimate or this document. Service requirements shall be determined by actual need. Catalog/Pricelist MUST be included or proposal will not be considered. Discount (%) off catalog/pricelist.

2.1 COTTON UNIFORMS

1.1. Shirt - Long/Short Sleeve

a. Fabric: Poly/Cotton Shirting - Solid Colors and Stripes as requested by using departments.
b. Weight: 4.25 ounces per square yard
c. Content: 65% polyester/35% cotton
d. Style: Short sleeve with dress collar and collar band and two patch pockets with button down flaps or button through pockets.

1.2. Shirt - Long/Short Sleeve

a. Fabric: Durapress
b. Weight: 6 ounces per square yard
c. Content: 100% wrinkle resistant cotton
d. Style: Long/Short Sleeve with dress collar and collar band and two patch pockets with button down flaps or button through pockets.

1.3.Trousers

a. Fabric: Heavy Weight Poly/Cotton
b. Weight: 7-1/2 ounces per square yard
c. Content: 65% polyester/35% cotton
d. Style: Regular with straight legs or western style with two (2) front slash pockets and two (2) rear patch pockets with legs tapered with a boot cut. Ladies slacks should also be available as requested by using departments.

1.4.Trousers

a. Fabric: Heavy Weight Denim
b. Weight: 7-1/2 ounces per square yard
c. Content: 100% cotton
d. Style: Regular with straight legs or western style with two (2) front slash pockets and two (2) rear patch pockets with legs tapered with a boot cut. Ladies slacks should also be available as requested by using departments.

1.5.Trousers

a. Fabric: Heavy Weight Cotton Durapress
b. Weight: 8-1/2 ounces per square yard
c. Content: 100% wrinkle resistant cotton
d. Style: Regular with straight legs or western style with two (2) front slash pockets and two (2) rear patch pockets with legs tapered with a boot cut. Ladies slacks should also be available as requested by using departments.

2.2. EXECUTIVE UNIFORMS

2.1. Shirt - Long/Short Sleeve

a. Fabric: Poly/Cotton Shirting - Solid Colors and Stripes as requested by using departments.
b. Weight: 4.25 ounces per square yard
c. Content: 65% polyester/35% cotton
d. Style: Oxford button down or dress shirt. Short and Long sleeve with dress collar and collar band and one pocket with button downflap or button through pockets.

2.2. Trousers

a. Fabric: Polyester/Cotton
b. Weight: 7-1/2 ounces per square yard
c. Content: 65% polyester/35% cotton
d. Style: Regular with pleated, straight legs with two (2) front pockets and two (2) rear pockets. Ladies slacks should also be available as requested by using departments.

2.3. SMOCKS

3.1 Smocks

a. Fabric: Pre-cured Poly/Cotton Twill
b. Weight: Minimum 7.25 ounces per square yard
c. Content: 65% polyester/35% cotton
d. Style: Snap or Button smock, Short or Long Sleeve
e. Length: Mid-calf or Waist

2.4. COLORS

4.1. Uniform colors shall be as selected by using departments. Contractor shall indicate the color selection available for each item.

2.5. UNIFORM FITTING

5.1. Upon award of the contract, the Contractor shall measure and fit all personnel. Uniforms shall be tailored to provide each employee with appropriate fit according to the style of uniform and according to employee job duties. Contractor shall maintain a record of each employee's sizes so that replacements can be ordered without re-fitting.

2.6. LETTERING OR IDENTIFICATION

6.1. The contractor must provide a patch (approximate size 2-1/2" x 5") reading "City of Lubbock_____Department" over the left pocket of each shirt. Contractor must provide a patch with the name of each individual over the right pocket of each shirt. Patches may be embroidery or silk screen. ***Additional patches and/or logos, provided by using departments, will be sewn on at no additional cost and will be provided to the Contractor at the time measurements are taken for each using department.***

2.7. DEPARTMENT USAGE

7.1. Uniforms are to be furnished to twenty-eight (28) departments. The City reserves the right to add or delete locations as needed.

7.2. Number of uniform changes:

7.3. The Contractor shall provide eleven (11) or thirteen (13) changes per employee. Each employee is to receive eleven (11) or thirteen (13) pairs of trousers and eleven (11) or thirteen (13) short sleeve and/or long sleeve shirts.

Uniforms shall be picked up and delivered WEEKLY to the following departments unless the Contractor is notified by the department of a different schedule.

1. Aviation (Lubbock International Airport)
   Martin Luther King Boulevard
   Lubbock, Texas

2. Facilities Management
   1314 Ave K – Floor 4
   Lubbock, Texas

3. Facilities Management
   405 34th Street
   Lubbock, Texas

4. Fire Equipment Maintenance
   1515 East Ursuline
   Lubbock, Texas

5. Cemetery
   2011 East 31st Street
   Lubbock, Texas

6. Civic Center
   1501 6th Street
   Lubbock, Texas

7. Fleet Services
   324 Municipal Drive
   Lubbock, Texas

8. Land Application
   Route 1, Box 10
   1 mile East of Loop 289 on East 19th Street
   Lubbock, Texas

9. Lubbock Power and Light
   Electric Production
   3500 East Slaton Highway
   Lubbock, Texas

10. LP&L Massengale Station
    600 Municipal Drive
    Lubbock, Texas

11. LP&L Brandon Station
    3208 14th Street
    Lubbock, Texas

12. LP&L Electric Distribution
    404 Municipal Drive
    Lubbock, Texas 79401

13. LP&L Meter Reading
    1301 Broadway
    Lubbock, Texas

14. Park Maintenance Central Shop
    1912 Erskine
    Lubbock, Texas

15. Park Maintenance Berl Huffman Shop
    2506 Landmark Drive
    Lubbock, Texas

16. Park Maintenance
    K. N. Clapp Shop
    46th and Avenue U
    Lubbock, Texas

17. Print Shop/Mailroom
1314 Ave K - Basement
Lubbock, Texas

18. Radio Shop
530th Street
531Lubbock, Texas

19. Solid Waste Management
324 Municipal Drive
Lubbock, Texas

20. Solid Waste Disposal/Landfill
6500 N. Avenue P
Lubbock, Texas

21. Solid Waste Container Maintenance
1631 84th Street
Lubbock, Texas

22. Solid Waste
208 Municipal Drive
Lubbock, Texas

23. Street Department
600 Municipal Drive
Lubbock, TX

24. Sudan Station
60 miles NW of Lubbock on
Clovis Highway
Muleshoe, Texas

25. Traffic Engineering
321 North Ash
Lubbock, Texas

26. Water Utilities
600 Municipal Drive
Lubbock, Texas

27. Water Treatment
6001Guava
Lubbock, Texas

28. Water Reclamation Plant
37th & Guava
Lubbock, Texas

29. Citibus
801 Texas Avenue
Lubbock, TX

The City reserves the right to add or remove update the list of departments.

2.8. PERFORMANCE REQUIREMENTS

After notice of contract award, it will be the responsibility of the Contractor to visit each location and measure all employees using the laundry service. THE CITY OF LUBBOCK WILL NOT COVER ANY ADDITIONAL COST FOR FAILURE OF THE CONTRACTOR TO MEASURE ALL EMPLOYEES. At this time, arrangement must be made with each location for holiday deliveries. In addition, arrangements must be made at each location for pickup and delivery of uniforms. As soon as all employees at each location awarded to the Contractor have been measured, the Contractor must submit to each department supervisor a completed list for each location that includes the employee name, description of uniforms provided to each employee and their sizes. This should also include the day of the week the laundry will be picked up.

8.1 Contractor shall provide uniforms for new employees within delivery times as stated in the bid. The weekly billings are not to begin until the initial uniforms are supplied to the employee. Deliveries for less than the minimum when the proper number were previously turned in will be subject to corresponding weekly rate deductions and the City of Lubbock will request a written credit memo for the deductions.

8.2 Contractor shall maintain regular weekly delivery and pickup schedule during normal working hours, Monday through Friday. It is the sole responsibility of the Contractor to insure the weekly service is maintained at no additional cost to the City.

8.3 The Contractor is responsible for normal maintenance (repair tears, missing buttons, etc.) and for replacement of the entire garment when necessary. Replacements required due to normal wear or excessive shrinkage will be made at no additional cost to the City. **Replacements should be presentable and in a good state of repair to be determined by the respective Department Head. Replacements should be provided within a one week turnaround time for standard sizes and a three to four week turnaround time for non-standard sizes. Non-standard sizes are defined as those uniform shirts XXXL or larger and uniform pants size 46 or larger in the waist.** Cost of replacement due to loss or abuse will be the responsibility of the City.

8.4 Contractor shall provide clean uniforms in a good state of repair. If garments are chemically cleaned to remove oil, grease, paint, or asphalt stains, it will be a requirement of this contract that they be industrially laundered periodically to reduce chemical build-up in the garments which may cause skin irritation.

8.5 A service form or tag is to be furnished by the Contractor, to be used by all departments indicating any repairs that the garment needs (i.e.: missing emblems, holes in pocket, missing button, broken zipper, change in waist or shirt size, etc.).

8.6 Contractor shall provide all uniforms to each using department sixty (60) days after award of contract.

8.7 Uniform shirts shall be provided with or without starch as selected by the employee or using department.

8.8 Contractor shall inspect garments each week using the eight-point inspection process below, or a similar process to ensure garment integrity.

POINT #	PANTS	SHIRTS	REPAIR	REPLACE
7	Hems	Buttons		
8	Holes	Placket		
POINT #	PANTS	SHIRTS	REPAIR	REPLACE
1	I.D. Tape	I.D. Tape		
2	Buttons	Collar		
3	Seams	Seams		
4	Tears	Emblems		
5	Crotch	Pockets		
6	Knees	Hems		

Contractor shall monitor all patches and emblems and automatically replace them when they become faded or when detached around edges.

8.9 Contractor shall replace a garment when it fails to meet the established image as determined by the City. Costs for replacements and for loss attributable to normal wear and tear shall be borne by Contractor. Replacement of garments not meeting the inspection criteria or items damaged or lost by Contractor shall be automatically replaced at Contractors expense. Contractor shall replace garments within seven (7) working days following receipt of verbal or written notification from City designee that replacement shall be required.

2.9. DIRECT PURCHASE UNIFORMS

9.1 Contractor shall sell uniforms to City for employees that may or may not rent uniforms. City employee shall be responsible for cleaning, pressing and maintaining the uniform items. Details of this service are set forth below.

9.2 Under this option, City anticipates that it will replace employee uniforms annually, so Contractor shall be expected to provide, alter, embroider and deliver all the uniform selections within thirty (30) days of the order being completed.

9.3 For this annual replacement Contractor shall bundle all of an individual employee's uniforms together in a bag or box, mark the container with the employees' name, supervisor and department. Information shall be given to Contractor at the time of order.

2.10. MATS, TOWELS, RAGS, ETC.

10.1 Contractor shall ensure clean, fresh-looking floor mats approved by City, in good condition, in specified sizes. Other items listed must also be clean and acceptable to the department.

10.2 Deliver and distribute of clean items and removal of soiled items on a weekly basis unless directed otherwise at the designated areas below. Additional locations may be added during the term of this Agreement.

2.11. ESTABLISH PROCEDURES

11.1. Contractor shall provide repair tags for all "need" requests on rental uniforms. Tags shall provide a clear easy to fill out form to clearly indicate any problem condition. Tags shall be available at each drop-off area for employees to complete when necessary.

11.2 Contractor shall provide a customer request process in which all requests to Contractor shall be documented, tracked, and followed to final resolution. Contractor shall provide a specific form for this documentation and ensure it shall be a normal part of the process. See Form "C", Customer Request Form, attached hereto.

11.3 Contractor shall furnish delivery tickets with fresh laundry using a form with the information similar to Form "A", Garment and Mat Return Status Report, attached hereto. Contractor shall then do an inventory count of soiled items for pickup at each site using a form similar to Form "B", Garment and Mat Pickup Inventory list, attached hereto. Contractor shall note repair tickets attached to any garments. These two actions shall be the standard procedure at each site. **City designee and Contractor shall then review and sign the delivery ticket, and a copy shall be left with City designee**. Invoices and/or delivery tickets shall include at a minimum the following,

a. Show each employee by full name and identification number.

b. Show actual inventory of articles for each employee.

c. Provide documented tracking of articles through laundering process including on-site count of uniform articles picked up and returned.

d. Furnish weekly cost breakdown for services for each employee, each garment and mat.

11.4 Contractor acknowledges all garments and mats furnished on a rental basis shall remain the property of Contractor throughout the term of this Agreement.

11.5 Contractor shall replace uniforms, which no longer fit City employees, with the correct size within fifteen (15) days, after notification from City.

11.6 Contractor, at the beginning of the Agreement, shall supply uniforms new, unused, first class, fully altered and ready for employees to wear.

2.12. CUSTOMER SATISFACTION

12.1 Contractor shall provide a customer service representative that shall be available to City designee to resolve problems on a daily basis. Contractor representative shall always handle City's account and shall be empowered to monitor City's account, track all customer service requests, and solve problems as they occur. Contractor's customer service rep shall have direct communication with the route driver (pager or cell-phone) to provide immediate resolution to complaints.

12.2 Contractor shall furnish a customer service survey every three months to initiate a Feedback process for reviewing and monitoring services being provided to City. Process shall include a form showing all the critical elements in Form "C", Customer Request Form, attached hereto. Contractor shall guarantee a solution Acceptable to City with a thirty (30) day period that provides the necessary improvements stated in this survey.

12.3 Contractor shall meet with City designee quarterly to discuss and resolve any existing quality-control problems covering topics in Form "D", Customer Service Survey, attached hereto.

2.13. REPORTS

13.1 The Contractor shall supply the City with an initial total employee uniform list report and shall thereafter provide City quarterly uniform list report. Uniform list report shall be sent in excel format electronically to City designee and shall state by department, each employee name and uniforms rented and/or purchased for each employee.

2.14. BILLING

14.1 Billing is to be made on a monthly basis. Invoices are to be mailed to the following address:

CITY OF LUBBOCK
Using Departments
P.O. BOX 2000 - Cost Center: _____
LUBBOCK, TEXAS 79457

2.15. OTHER REQUIREMENTS

15.1 The Contractor shall appoint, by name, a company representative who shall be responsible for servicing all purchases covered by this contract resulting from the award of this bid. The appointed representative shall be responsible for, but not limited to, the following services: correct pricing, back-order control, invoice and voucher procedures, delivery, and in general to provided functions as necessary to ensure that the account will be maintained in a condition which will expedite ordering, deliveries, and allow the City of Lubbock to promptly pay all invoices as due.

City of Lubbock
RFP 23-16845-YB
Uniforms and Accessories Purchase and Rental Services
Price Proposal Sheet
BAFO

#	Items	Quantity Required (+/-)	UOM	Location Total Cost	UniFirst Corporation Lubbock, TX $117.85 Catalog Page No.	Catalog Price	Discount %	Unit Cost
1	Purchase - Medical/Nursing/Other Work Related Uniforms							
#1-1	Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories.	1	EA		67	51.98	30%	**36.39**
#1-2	Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories	1	EA		25	57.98	30%	**40.59**
#1-3	Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above	1	EA		5	46.65	30%	**32.65**
2	Rental - Medical/Nursing/Other Work Related Uniforms							
#2-1	Rental of Medical and Nursing Uniforms, Related Supplies and Accessories.	11	EA		67	$ 0.33		**$3.63**
#2-2	Rental of Business Uniforms (Career Apparel), Related Supplies and Accessories.	1	EA		25	$ 0.38		**$ 0.38**
#2-3	Rental of All Other Work-Related Uniforms, Related Supplies and Accessories.	1	EA		5	$ 0.33		**$ 0.33**
3	Rental - Executive Uniforms							
#3-1	Rental: Executive Shirt; long sleeve; 100% cotton; weekly rental unit price.	11	EA		25	$ 0.18		**$ 1.98**
4	Rental - Other Services							
#4-1	Rental of Industrial Towels.	1	EA		2	$ 0.05		**$ 0.05**
#4-2	Rental of Industrial Mats.	1	EA		3	$ 1.25		**$ 1.25**
#4-3	Rental of Industrial Mop Service.	1	EA		3	$0.60		**$0.60**

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. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

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. Employer Liability ($1M) is required with Workers Compensation.

* 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.

FORM "A"

GARMENT AND MAT RETURN STATUS REPORT

Customer Name
Billing Address

Contract #:
Date:

Drop Location:

Driver's Name:

Emp #	Inventory	# of S/S Shirts	# of l/S Shirts	# of Knit Shirts	# of l/Pants	# of S/Pants	# of Cover - Alls	# of 3x5 Mats	# of 4x6 Mats	# of 3x10 Mats	Cost
	Employee's Name										$
	Total Inventory										$
	Weekly Return										$
	Employee's Name										$
	Total Inventory										$
	Weekly Return										$
	Employee's Name										$
	Total Inventory										$
	Weekly Return										$
	Employee's Name										$
	Total Inventory										$
	Weekly Return										

Signature of City Employee Accepting Goods: _____Date & Time_____
Signature of Driver Delivering and Picking Up Goods: _____

FORM "B"

GARMENT AND MAT PICKUP INVENTORY LIST

Customer Name **Contract #:**
Billing Address **Date:**

Drop Location: **Driver's Name:**

Emp#	Employee Name	# of S/S Shirts	# of l/S Shirts	# of Knit Shirts	# of l/Pants	# of S/Pants	# of Cover - Alls	# of 3x5 Mats	# of 4x6 Mats	# of 3x10 Mats	Cost
											$
											$
											$
											$
											$
											$
											$
											$
											$
											$
											$

Signature of City Employee Accepting Goods:_____Date & Time___
Signature of Driver Delivering and Picking Up Goods: _____

FORM "C"

CUSTOMER REQUEST FORM

Date_____Time_____

Customer Contact's Name_____Phone # _____
Company
Address

Concern & Location:

Plan of Action:

Final Resolution
Date Called Back By _____ Date_____Time_____

Customer Rating:

1. Highly satisfied
2. Somewhat satisfied
3. Not satisfied
4. Do not know

By_____

FORM "D"

CUSTOMER SERVICE SURVEY

Date:_____

Person Surveyed_____Phone number:_____

Route/Day_____Dept. & Location_____

Level of Service Satisfaction rated for the past 3-months:

Highly Satisfied ☐ Somewhat Satisfied ☐ Somewhat Dissatisfied ☐ Dissatisfied ☐
Comments:_____

_____

_____

_____

_____

_____

What could our company do to improve service?

How could our company improve quality of uniforms?

In what ways has our company exceeded your expectations?

Purchasing and Contract Management
Project Summary

RFP 23-16845-YB Uniforms and Accessories Purchase and Rental Services

Notice was published in the Lubbock Avalanche Journal on October 26 and November 02, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire-hub.com from October 26, 2022 to November 10, 2022.
16 vendors took documents from Bonfire-hub.com
6 vendors were notified separately.
2 vendor submitted a proposal.

AI# 11241
Regular City Council Meeting
01/10/2023:

5. 5.

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the Mayor to execute Contract 16924, with West Texas Services, Inc., dba Tom's Tree Place, for services related to Right of Way Improvements in the North Overton Tax Increment Financing (TIF) District boundary at Glenna Goodacre Boulevard and Avenue U.

Item Summary

This contract is with West Texas Services, Inc. dba Tom's Tree Place, for the completion of right of way improvements to the city block located between Avenue T and Avenue U on Glenna Goodacre Boulevard. Improvements will include sidewalks, pedestrian lighting, landscaping, and fencing around Ramirez Elementary School. All improvements will be completed in accordance with the Overton Park Public Improvements Site Design Guidelines, as adopted by City Council in January of 2004.

On July 26, 2022, the City Council approved Contract 16529, with West Texas Services, Inc. dba Tom's Tree Place, for improvements to Roy Furr Pioneer Park. Because this Public Improvements project will be completed in conjunction with the improvements at Pioneer Park, an additional Request for Proposals was not issued.

The contract is not to exceed $450,000, with twelve months for final completion. The North Overton Tax Increment Financing District Advisory Board voted to approve this contract at their October 6, 2022 Board meeting, and recommend approval by the City Council. The funding for this contract is provided from the North Overton Tax Increment Financing District Fund.

Fiscal Impact

This contract for $450,000 is funded in Capital Improvements Project 92254, North Overton TIF Public Improvement Projects.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
North Overton Tax Increment Financing District Advisory Board

Attachments

Resolution
Contract
CIP Detail
Budget 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, Service Contract No. 16924 for tax increment finance district at Glenna Goodacre Boulevard & Avenue U right-of-way improvement services, by and between the City of Lubbock and West Texas Services, Inc., dba Tom's Tree Place of Lubbock, Texas, 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:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.ServiceContract 16924 NO TIF ROW improvements
1.4.23

TAX INCREMENT FINANCE DISTRICT GLENNA GOODACRE BOULEVARD & AVENUE U RIGHT-OF-WAY IMPROVEMENTS SERVICE AGREEMENT

This **Tax Increment Finance District Glenna Goodacre Boulevard & Avenue U Right-Of-Way Improvements Service agreement** (the "Agreement") 16924, is by and between the City of Lubbock, Texas, a State of Texas Home Rule Municipal Corporation (the "City"), and West Texas Services, Inc., a State of Texas corporation doing business as Tom's Tree Place, (the "Contractor") with the City and the Contractor (each a "Party," and collectively, the "Parties") acting by and through the Parties' duly authorized officers and officials, and with this Agreement becoming effective upon its execution on the ____ day of _____, 2023 "Effective Date").

RECITALS

WHEREAS, Chapter 311 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, on March 14, 2002 the City passed Resolution No. 2002-00029, which authorized and created the North Overton Tax Increment Finance Reinvestment Zone (the "District"), and designated the City as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, certain public improvements within the District are in need of maintenance, construction, or repair in order to promote the purposes of the District and to protect the health and welfare of the residents within the District; and

WHEREAS, the Contractor has performed similar work within the District under previous contracts with the City; and

NOW, THEREFORE, based on the previous work of the Contractor within the District, the City wishes to enter into this Agreement with the Contractor for the Contractor's performance of the purchase and installation of amenities within the District according to the following terms:

AGREEMENT

Article 1. Term & Termination

A. The term of this Agreement commences on the Effective Date and continues without interruption for a term of 12 months. If the Contractor determines that additional time is required to complete the Services, the Director of Business Development, 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.

B. Either Party may terminate this Agreement for convenience upon sixty (60) days' written notice delivered to the other Party by registered mail.

C. In the event that any of the provisions of this Agreement are violated by either Party, the violating Party will be deemed in default of this Agreement. The non-defaulting Party may serve upon the defaulting Party a written notice specifying such default. If, within ten (10) business days after receipt of the written notice of default, the defaulting Party takes no steps to begin to correct such default, then the non-defaulting Party may terminate or suspend this Agreement for cause. If either Party suspends this Agreement for cause, such suspension is limited to a total often (10) cumulative days. All work performed under this Agreement prior to the effective date of such termination or suspension shall be paid according to the terms of this Agreement.

Article 2. Scope of Service & Fees

A. The Parties hereby agree that "Exhibit A" to this Agreement, attached hereto and incorporated herein, contains the complete scope of services related to the Glenna Goodacre Blvd. & Ave U ROW Improvements contemplated under

this Agreement (the "Scope of Services"). If any provision of the Scope of Services is in conflict with a provision of this Agreement, the provision in this Agreement shall prevail.

B. The Parties hereby agree that the Contractor will charge the City an amount not to exceed $450,000, as listed in the attached "Exhibit A", for the Contractor's performance of the Scope of Services.

C. The Scope of Services shall be performed by the Contractor solely within the District.

Article 3. Independent Contractor Relationship

In its performance under this Agreement, the Contractor shall act solely in the capacity of and as an independent contractor, and not as an agent or employee of the City. The City shall have no control over the Contractor's operations in connection with the Contractor's performance of the Scope of Services except as may otherwise be provided in this Agreement. In no way shall any of the Contractor's employees or agents be considered agents or employees of the City.

Article 4. Insurance & Risk

A. Throughout the duration of the Term, the Contractor shall carry at least the minimum amount of insurance required by the City for the Contractor's performance of the Scope of Services. If the Contractor ever fails to prove that it has such required insurance coverage, the Contractor will be considered to be in breach of this Agreement, and the City may initiate the termination of this Agreement. Specifically, the Contractor shall:

1. Obtain and maintain commercial general liability coverage with insurance carriers admitted to do business in the State of Texas, with such coverage having a Best's Rating of A-VII or better, and with such coverage being written on an occurrence basis, subject to the following minimum limits of liability:

   a. General Liability ***$1,000,000 / $2,000,000 aggregate***

   Includes: Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

   b. Automotive Liability ***$1,000,000***

   c. Commercial General Liability Digging ***XCU endorsement***

   d. Workers Compensation ***Statutory Amounts***

   e. Pollution Liability Requirements: ***$500,000 occurrence / $1,000,000 aggregate***

2. Ensure that the City be named as additional insured on a primary and non-contributory basis on automobile and general liability coverage, with a waiver of subrogation in favor of the City on all coverages.

3. Ensure that all copies of any certificates of insurance shall reference the project name or bid number for which the insurance is being supplied.

4. Provide copies of all endorsements with the additional insured endorsement attached to the policy.

5. Provide a certificate of insurance to the City as evidence of the coverage required under this Agreement, with such certificate providing thirty (30) days' notice of cancellation and showing the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" being crossed out.

6. Maintain workers compensation insurance in the statutory amount.

B. ***INSURANCE IDFENMITY.*** **THE CONTRACTOR SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE CITY AND THE CITY'S OFFICERS, ELECTED OFFICIALS, DIRECTORS, AGENTS, AND EMPLOYEES FROM AND**

G. This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth above, this Agreement shall not be deemed to create any rights in or obligations to any third parties.

H. Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer, or agent of any public body that may be a party to this Agreement.

I. This Agreement is not intended to, and shall not be construed to create, any joint enterprise between or among the Parties.

J. The Parties expressly acknowledge that the Parties' authority to indemnify and hold harmless any third party is governed by the Texas Constitution and any provision which purports to require indemnification by either Party is invalid.

K. The Contractor warrants that it is in compliance with Chapter 2270.002 of the Texas Government Code by verifying that it does not boycott Israel, and that it will not boycott Israel during the term of this Agreement. Additionally, the Contractor acknowledges that Texas Senate Bill 252 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.

L. Texas Government Code Section 2252.152 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.

M. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY EITHER PARTY OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT A PARTY TO THIS AGREEMENT MAY HAVE BY OPERATION OF LAW. THE CITY RETAINS ALL OF ITS GOVERNMENTAL IMMUNITIES.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

_____

Tray Payne, Mayor

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Brianna Brown

Brianna Brown, Director of Business Development

CONTRACTOR

BY: Aley Scarborough

Authorized Representative

Aley Scarborough

Print Name

5104. 34th

Address

Lubbock, Texas 79410

City, State, Zip Code

APPROVED AS TO FORM

Kelli Leisure

Kelli Leisure, Assistant City Attorney

EXHIBIT A: SCOPE OF SERVICES AND FEES

DAVIS BACON WAGE DETERMINATION

Exhibit A

PRICE PROPOSAL CONTRACT

Glenna Goodacre Blvd. & Ave U ROW Improvements

DATE: _____

UNIT PRICE					
ITEM #	ITEM DESCRIPTION	QTY (+/-)	UNIT	UNIT COST	EXTENDED COST
General Items					
1	Demo existing paving	2,180	SF	$3.69	$8,040.00
2	Excavate existing grass areas 10"	285	CY	$63.00	$17,955.00
3	Pre-Construction Grading	4,430	SF	$0.40	$1,772.00
4	Concrete Sidewalk (3000 PSI, 4" Depth w/ Fiber)	3265	SF	$7.00	$22,855.00
5	Concrete Border (6" Depth, 8" Width, w/ #3 Rebar)	70	LF	$20.00	$1,400.00
6	Vehicular Concrete (3000 PSI, 6" Depth w/ Fiber & #3 Rebar)	70	SF	$7.00	$490.00
7	Brick Pavers (Old Colonial)	70	SF	$14.00	$980.00
8	4" Concrete Paver Base	70	SF	$5.00	$350.00
9	ADA Ramp w/ pavers	2	PER	$2,057.50	$4,115.00
10	Concrete Curb at Approaches	30	LF	$30.00	$1,200.00
11	Concrete Wall @ Ramierz School Building (Approx 18" Tall x 12" Wide, 3000 PSI, #4 Rebar	65	LF	$60.00	$3,900.00
12	Paver Border w/ Concrete Base	1,120	LF	$25.00	$28,000.00
13	Joint Sealant at Expansion Joints	300	LF	$5.00	$1,500.00
14	12" Concrete Border under Fence (380Lf section only. Does not include fence alternates)	380	LF	$25.00	$9,500.00
15	Electrical and Lighting	1	LUMP	$106,124.85	$106,124.85
16	Fine Grading	3,840	SF	$0.40	$1,536.00
17	Bermuda Grass (Solid Sod)	3,000	SF	1.05	$3,150.00
18	Decomposed Granite	12	CY	$300.00	$3,600.00
19	Red Oaks (4"CAL/B&B)	18	PER	$1,181.25	$21,262.50
20	Cedar Elms (4"CAL/B&B)	5	PER	$1,031.25	$5,156.25
21	P&P Bonds	1	LUMP	$9,750.00	$9,750.00

22	General Conditions	1	LUMP	$16,563.40	$16,563.40
	Total:	$			$269,200.00

LUMP SUM				
ITEM #	**ITEM DESCRIPTION**	**MATERIALS**	**SERVICE**	**TOTAL LUMP SUM**
General Items				
1	Irrigation System			$52,000.00
2	Fence around the Ramirez Elementary School Playground along Ave. U & Glenna Goodacre Blvd. Demo 380 feet of existing fence and replace with 6', black, coated chain-link fence. Gates to match location of existing			$33,800.00
2	Site Protection			$10,000.00

ALTERNATE SCOPE ITEMS				
ITEM #	**ITEM DESCRIPTION**	**MATERIALS**	**SERVICE**	**TOTAL LUMP SUM**
General Items				
ALT- 1	Fence on the North side of the Ramirez Elementary playground from Ave U to the school building. Demo 136' of existing chain-link fence and replace with 6', black, coated, chain-link fence. Gates will remain in current location.			$14,850.00
ALT - 2	Fence between the gym building and the main school building. Demo 58' of existing chain-link fence and replace with 6', black, coated, chain-link fence. Gates will remain in current location.			$8,775.00

Contractor 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.

DAVIS BACON WAGE DETERMINATIONS

EXHIBIT A

General Decision Number: TX20220280 03/25/2022

Superseded General Decision Number: TX20210280

State: Texas

Construction Type: Building

Counties: Crosby and Lubbock Counties in Texas.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.	

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

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

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

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022
2	03/25/2022

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 29.47	24.10

---

* CARP0665-001 01/01/2022

	Rates	Fringes
CARPENTER	$ 24.98	7.83

ELEC0602-008 03/01/2020

	Rates	Fringes
ELECTRICIAN	$ 23.12	3%+10.75

ENGI0178-005 06/01/2020

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

IRON0084-011 06/01/2021

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 26.01	7.56

IRON0263-003 06/01/2020

	Rates	Fringes

IRONWORKER, STRUCTURAL.....$ 25.14 7.43

PLUM0404-001 09/01/2020

Rates Fringes

PLUMBER.....$ 26.05 8.81

SHEE0049-001 04/01/2019

Rates Fringes

SHEET METAL WORKER (HVAC Duct
Installation Only).....$ 21.73 14.94

---

* SUTX2014-060 07/21/2014

Rates Fringes

BRICKLAYER.....$ 20.04 0.00

CEMENT MASON/CONCRETE FINISHER...$ 19.60 0.00

INSULATOR - MECHANICAL
(Duct, Pipe & Mechanical
System Insulation).....$ 19.77 7.13

IRONWORKER, REINFORCING.....$ 12.27 ** 0.00

LABORER: Common or General.....$ 12.35 ** 0.00

LABORER: Mason Tender - Brick...$ 11.36 ** 0.00

LABORER: Mason Tender -
Cement/Concrete.....$ 10.58 ** 0.00

LABORER: Pipelayer.....$ 12.49 ** 2.13

LABORER: Roof Tearoff.....$ 11.28 ** 0.00

OPERATOR:

Backhoe/Excavator/Trackhoe.....$ 14.25 ** 0.00

OPERATOR: Bobcat/Skid

Steer/Skid Loader.....$ 13.93 ** 0.00

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 0.34

OPERATOR: Forklift.....$ 14.83 ** 0.00

OPERATOR: Grader/Blade.....$ 13.37 ** 0.00

OPERATOR: Loader.....$ 13.55 ** 0.94

OPERATOR: Mechanic.....$ 17.52 3.33

OPERATOR: Paver (Asphalt,

Aggregate, and Concrete).....$ 16.03 0.00

OPERATOR: Roller.....$ 12.70 ** 0.00

PAINTER (Brush, Roller, and

Spray).....$ 14.27 ** 0.00

ROOFER.....$ 13.75 ** 0.00

SHEET METAL WORKER, Excludes

HVAC Duct Installation.....$ 21.13 6.53

TILE FINISHER.....$ 11.22 ** 0.00

TILE SETTER.....$ 14.00 ** 2.01

TRUCK DRIVER: Dump Truck.....$ 12.39 ** 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer
Truck.....$ 12.50 ** 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 ** 4.11

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

==========

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

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

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations

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

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

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

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

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

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

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

==========

END OF GENERAL DECISION"

EXHIBIT B

Prevailing Wage Rates
Overtime Rate

The rate for overtime (in excess of forty hours per week) shall be as required by the Fair Labor Standards Act.

EXHIBIT C

Prevailing Wage Rates
Legal Holiday Rate

The rate for legal holidays shall be as required by the Fair Labor Standards Act.

EXHIBIT B & 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 Standards Act.

Project Name **North Overton TIF Public Improvements** *Project Number* **92254**

Managing Department **Business Development**

Project Manager **Brianna Gerardi**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope
Construction of public improvements in the right-of-way for the remaining undeveloped tracts. Also included in the project is the repair or replacement of public improvements in the right of way for already developed areas, such as the relocation and replacement of bollards on Glenna Goodacre Boulevard and any other replacement of the original construction that is needed.

Project Justification
The project is part of the ongoing redevelopment in the North Overton TIF to replace 70-year old infrastructure.

Council Priority: Community Improvement, Economic Development

Project History
Completed projects:
GGB Completion - $87,458.21
Chipotles Development Agreement - $23,571.60
LKM Matador Development Agreement (92254B) - $161,765
Golden Properties Agreement (92254C)- 53,716.92
Tract 6 Development Agreement (92254D) - 93,000
Racer Classic Car Wash Development Agreement (92254E) - $8,640
2402 9th Street Development Agreement (92254F) - $51,878
Jackie Moon Development Agreement (92254G) - 78,547
ACC OPP Development Agreement (92254H) - $583,287
Haven Campus Communities - 18Nineteen (92254I) - $322,155
Removal of Pedestrian Lights - $1800.96
Irrigation Water Line Relocate Tract 3 - $19,625
McCantonwood Agreement - $22,105
Haven II Development Agreement - $340,549
Completion of the landscaping in the parkway on the last two blocks of GGB - $514,855

$65,485 was appropriated in FY 2010-11 Budget Amendment No. 1, Ord. No. 2010-O0080, October 28, 2010.
$161,765 was appropriated in FY 2010-11, Budget Amendment No. 5, Ord. No. 2011-O0010, February 10, 2011.
$519,782 was appropriated in FY 2010-11, Budget Amendment No. 12, Ord. No. 2011-O0059, July 14, 2011.
$1.5 million was appropriated in FY 2015-16, Budget Amendment No. 9, Ord. No. 2015-O0122, December 17,2015.
$150,000 was appropriated in the FY 2016-17 Budget, Ord. No. 2016-O0135, October 1, 2016.
$1.0 million was appropriated in the FY 2017-18 Budget, Ord. No. 2017-O0111, October 1, 2017.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Project Amount
Construction	3,397,031	1,000,000	750,000	750,000	750,000	750,000	0	7,397,031
Total Project Appropriation	3,397,031	1,000,000	750,000	750,000	750,000	750,000	0	7,397,031

Funding Detail	Funding to Date	FY 2022-23	Unappropriated Planning Years FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Funding
FY 2007 TIF Revenue CO's	29,175	0	0	0	0	0	0	29,175
FY 2008 TIF Revenue CO's	676,105	0	0	0	0	0	0	676,105
FY 2009 TIF Revenue CO's	41,731	0	0	0	0	0	0	41,731
FY 2010 TIF Revenue CO's	20	0	0	0	0	0	0	20
FY 2016 10-Year TIF Revenue CO's	1,500,000	0	0	0	0	0	0	1,500,000
FY 2017 North Overton TIF Cash	150,000	0	0	0	0	0	0	150,000
FY 2018 North Overton TIF Cash	1,000,000	0	0	0	0	0	0	1,000,000
Total Funding Sources	3,397,031	0	0	0	0	0	0	3,397,031

Operating Budget Impact	FY 2022-23	Unappropriated Planning Years FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

City of Lubbock, TX
Capital Project
Project Cost Detail
January 10, 2023

Capital Project Number:	92254
Capital Project Name:	North Overton TIF Public Improvements

		Budget
Encumbered/Expended		
Chipotle's Mexican Grill Development Agreement - Tract 1C-1	$	23,572
McCanton Wood Water Loop Agreement - Tract 1C-1		22,000
LKM Matador Development Agreement - Tract 1B-2		161,765
Gold Properties, LLC Development Agreement - Tract 1C-3A		53,717
ACC OP (Tract 6) Contract		93,000
Racer Classic Car Wash		9,351
2401 9th Street LLC (Potbelly)		51,878
Jackie Moon Properties, LLC		78,547
MH Civic Constructors - GGB		292,572
Public improvements Reimbursement		(55,719)
Landscaping in the Parkway		26,723
Haven Campus Communities - Lubbock, LLC		322,155
City of Lubbock Staff Time		4,079
ACC OP (Tracts 32 and 33) LLC		583,287
Haven Campus Communities		340,549
West Texas Services, Inc - GGB		514,856
Agenda Item January 10, 2023		
West Texas Services, Inc. Contract 16924		450,000
Encumbered/Expended to Date		2,972,332
Estimated Costs for Remaining Appropriation		
Public Improvements		1,175,019
Remaining Appropriation		1,175,019
Total Appropriation To Date	$	4,147,351

AI# 11229
Regular City Council Meeting 5. 6.
01/10/2023:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Professional Services Agreement Contract 17035, by and between the City of Lubbock and Parkhill, a Texas Corporation, for design phase services for 146th Street from Quaker Avenue to Indiana Avenue.

Item Summary

On November 8, 2022, Lubbock voters approved issuance of a $200 million street improvements bond package, for the purpose of providing permanent public improvements. The funding provides for street improvements, including but not limited to sidewalks, utility line relocations and traffic signals, necessary and related storm drainage facilities, and the acquisition of land and rights-of-way for the full width dedication.

146th Street from Quaker Avenue to Indiana Avenue is currently a 2-lane paved road and is designated in the 2018 Master Thoroughfare Plan, to become a 5-lane modified principal arterial roadway. Continued growth in south Lubbock has increased traffic demands along the west 146th street corridor from Quaker Avenue to Indiana Avenue. Professional Services Agreement 17035 will provide full design of a 3-lane all-weather roadway, with consideration of ultimate build-out of 5 lanes.

Staff conducted contract negotiations with Parkhill after establishing them as qualified under RFQ 15876, for providing engineering services. Fair and reasonable hourly rates were agreed upon for a total contract amount of $615,753 with a 12-month contract duration. Staff recommends Parkhill of Lubbock, Texas, be awarded the professional service contract that will provide the plans, specifications and bid phase services for 146th Street from Quaker to Indiana.

Fiscal Impact

This contract is not to exceed $615,753 and is funded in Capital Improvements Project 92821, 146th Street, Quaker to Indiana-22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution
Professional Services Agreement
Budget Detail
Location Exhibit

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. 17035 for design phase services for 146th Street from Quaker to Indiana, by and between the City of Lubbock and Parkhill, a Texas Corporation, 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:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PSA-No. 17035- Parkhill
12.16.22

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 17035 is entered into this ___ day of _____, 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Parkhill, (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for 146th Street from Quaker to Indiana, (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 12 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 $615,753.00, 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. ACKNOWLEDGMENTS

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 applicable 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 acknowledges 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:

Per Claim/Annual Aggregate: $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, if applicable and 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 acknowledges 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:

Parkhill
Kyle Jackson, P.E.
4222 85th Street
Lubbock, Texas 79423
Telephone: 806-473-3624
Email: KJackson@Parkhill.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, or acknowledgments 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, Engineer 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 Engineer is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Engineer 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. Engineer 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 Engineer is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Engineer 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 Engineer or vendor agrees that the contract can be terminated if the Engineer 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:

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

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Firm

Parkhill

By: _____
Kyle Jackson, P.E.
Director of Transportation

Email: KJackson@Parkhill.com

SERVICES TO BE PROVIDED BY CONSULTANT

For: 146th Street Reconstruction
From Quaker to Indiana

The work to be performed under this contract by Parkhill, hereinafter referred to as CONSULTANT, will consist of the following services for the City of Lubbock, Texas (hereinafter referred to as the CLIENT):

SUMMARY OF SERVICES

Topographic survey and ROW investigation; Geotechnical investigation and pavement design (if requested); Roadway design for ultimate 5-lane section; Design, Plans and Bidding Documents for Interim, 3-lane section; Public involvement with individual property owners; Signal design at Indiana Avenue (if requested); Utility coordination; Coordination with County as needed, and adjacent Developers and Consultants as needed.

PROJECT DESCRIPTION

- The Project Corridor is defined as the area along 146th Street, generally within 75 feet of the section line and from Indiana Avenue to Quaker Avenue.

GENERAL PROJECT OVERVIEW

The existing section of 146th Street, within the corridor, consists of a two-lane section with deteriorating pavement and is within a rapidly growing area. CLIENT wishes to design the roadway for the ultimate typical section and profile, but only construct a 3-lane section that can be expanded to the ultimate section at a later date.

DESIGN PHASE SERVICES

CONSULTANT will provide the following services

General Project Management:

- Designate a Project Manager (PM), licensed to practice engineering in the State of Texas, to be responsible for the overall project development, deliverable construction documents, and successful prosecution of the contract bidding and award process.
- Conduct a project kick-off meeting with CLIENT with the following objectives:
    - Explore/determine potential design and scheduling constraints
    - Identify design criteria and primary stakeholders
    - Establish a preliminary plan for project development including the following:
        - Stakeholder meetings and public involvement strategy
        - Schedule of deliverables
        - Construction budgets and funding mechanisms
        - Invoicing, and other special considerations
    - Be responsible for project oversight and the daily management of this Project
    - Provide frequent and appropriate communication between CONSULTANT, CLIENT, and other interested parties to expedite completion of the Project, including the following:
        - Routine correspondence and informal meetings involving stakeholders such as CLIENT, adjacent landowners, and other firms working for CLIENT.

- Consultant, if directed by client, will be principal contact for public/private inquiries regarding the project. Consultant shall provide assistance when called upon by supplying client with the necessary data to support the public involvement process.

Data Collection and Research:

- Conduct Project site visits, photograph, and document existing features applicable to design.
- Perform topographic survey of corridor, including ROW records research.
- Utilize existing records, as-built information, and surface indicators to identify existing overhead and underground utilities (Quality Level C).
- Where necessary, expose and survey existing underground utilities (Quality Level A) (if requested).
- Perform geotechnical investigation and pavement recommendations (if requested).
- Research property ownership and identify easements and right-of-way constraints.
- Identify parcels for right-of-way acquisition and provide meets and bounds descriptions.
- Coordinate with utility companies and include franchise utility-provided data in plans.
- Conduct Utility Coordination meetings in the field with relevant agencies.
- Follow up and document one-on-one communication with utility agencies.
- Send certified letters to all Utilities in Project.

Public Involvement:

- Identify and build database of adjacent property owners and tenants.
- Conduct and document individual meetings, as necessary, with property owners and tenants.
- Discuss and document with applicable property owner's future development and coordinate owner requests with CLIENT.

Plans, Specifications, and Estimate:

- Develop Plan Set package in accordance with latest requirements, standards, manuals, and policies of the City of Lubbock and Texas Department of Licensing and Regulation, or other publications where applicable.
- Analyze and document existing drainage condition and compare effects with proposed design.
- Provide hydraulic model separate from Construction Drawings.
- Evaluate options and estimated effects and provide recommendations to CLIENT.
- Provide up to six plan sets for each submittal at 60%, 90%, and 100% review for each package. Major items included in Plans:
    - Removal Plan
    - Plan and Profile
    - Intersection Layouts
    - Traffic Control and Phasing Plan
    - Drainage Plan
    - Sidewalk Plan
    - Illumination Plan
    - ITS Plan
    - Erosion Control Plan

    - Signage and Pavement Markings Plan
    - Signal Plan (if requested)
    - Summary Sheets
- Provide Specifications, general notes, and Bid Form for inclusion into City of Lubbock and Lubbock County Construction Contract.
- Provide estimated Time of Construction schedule.
- Provide updated Opinion of Probable Construction Cost at each submittal.
- Provide cross-sections sheets separate from Construction Drawings.

Bid-Phase Services:

- Coordinate and attend meetings with Client to discuss bid.
- Assemble Bid Packages.
- Convert Plans to PDF for Bidding.
- Transfer information to City and Purchasing Department.
- Respond to Contractor questions.
- Prepare Bid Tabulation Sheets and Assist with Bid Evaluation.

Construction-Phase Services:

- Construction-phase services not included in scope.

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date:	November 27, 2022
Prepared By:	KWJ
Principal:	KWJ
Project Manager:	SNG
Project Name:	146th Street Design & Bidding
Project Number:	40422.22
Task/Discipline:	Mult
Projected Start Date:	February 6, 2023
Fee (Revenue) Type:	Hourly Rate w/Max
Markup on Direct Expenses:	0.00%
Markup on Reimbursables:	0.00%

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost:	$591,083
Direct Consultants:	
Direct Expenses:	
Reimbursable Consultants:	$18,610
Reimbursable Expenses:	$6,060
Total Fee:	**$615,753**

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor:	$591,083
Directs:	
Subtotal:	$591,083
Reimbursables:	$24,670
Total Fee:	**$615,753**

Labor Costs **Project:** 146th Street Design & Bidding **Project Number:** 40422.22 **Task/Discipline:** Design **Current Fee:** $615,984

		1	2	3	4	5	6	7	8	
	Category	CivilEngineers	CivilEngineers	CivilEngineers	CivilEngineers	SupportEmployees	SupportEmployees	OtherProfessionals		
	Staff Title - Level	Senior Practice Leader Civil-PL6	Civil Project Engineer-PL5	Professional Civil Engineer-PL4	Civil Engineer-PL3	Engineering Technician-SS6	Project Assistant-SS6	Construction Project Manager-PL5		
	Hourly/Billing Rate	$257.00	$239.00	$198.00	$165.00	$120.00	$120.00	$167.00		
Task/Discipline **Subtask/Phase**	**Trips**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Total**
Project Management & Administration										
Scope investigation, analysis & meetings		4					1			5
Project Setup		3	2	2			1			8
General Project Management (8 Months)		20	40				8			68
Special meetings w/City (assume 3)		5	5	5		3	2			20
General Project Communication		4	4							8
Weekly phone calls with client (1 hr/week)		16	8							24
Submittal Review Meetings (concept, 60, 100)		5	9		5		5			24
Sub Consultant Coordination		8	16							24
SUE (Level A investigation)		2	2							4
Geotechnical & Pavement Design		4	4							8
Signals		2	4		2					8
Monthly Status Reports and schedule updates		8	8				4			20
QA/QC										
Submittals (concept, 60, 100)		20								20
Constructability Review (60, 100)								16		16
Subtotal		101	102	7	7	3	21	16		257
Data Collection/Research										
Gather as-builts and other applicable plans		1	2	2	4					9
Gather Engineering Studies		1	2	2	4					9
Perform Site Visits	2	6	8		8					22
Subtotal	2	8	12	4	16					40
Topographic Survey										
Coordinate limits and special conditions		2	2		4					8
Right of Entry Letters			1				4			5
Site visit w/surveyor	1		2		2					4
Review survey deliverables			4		4	2				10
Subtotal	1	2	9		10	2	4			27
Public Involvement										
Exhibits for individual property meetings (assume 6)		1	3	2	3	6				15
Conduct individual meetings w/affected landowners (6)	3	3	10		8					21
Respond to citizens emails and phone inquiries		1	2	2	4		8			17
Coordination & Exhibits for School/emergency routes		4	4		4	8	8			28
Subtotal	3	9	19	4	19	14	16			81
Conceptual Design Phase										
Establish Roadway Design Criteria		1	4	2	2					9
Establish Drainage Design Criteria		3	4	4						11
Typical Sections Concept		2	4	1	4	4				15
TCP concept		1	2		4	4				11
Prepare exhibits, calcs and data for VE Study		8	24	8	36	16	8			100
Drainage Design & Effects for VE		2	22	8	36	24	1			93
Conduct VE meeting with City	1	6	6	4	6	3	1			26
Follow up calcs and exhibits based on VE meeting		2	8	4	16	4	2			36
Preliminary Geometric Design		6	12		40	20				78
Preliminary Schematic		4	20		40	40				104
Preliminary Cost Estimate		2	4		6					12
Subtotal	1	37	110	31	190	115	12			495
Right of Way										
ROW survey coordination	2	2	2		2					6
Establish Existing ROW	1	<<< SEE 'SURVEY' TAB >>>								
Calculate Proposed ROW		2	4	1	12					19
ROW acquisition documents		<<< SEE 'SURVEY' TAB >>>								
Property owner database		1	2							3
Coordination of ROW deliverables	1	2	4	1	4					11
Subtotal	4	7	12	2	18					39
Utilities										
General utility coordination		4	6		20					30
Establish Utility Conflicts		1	4		8					13
Utility exhibits			2		6	6				14
Utility status database			2		4					6
Utility Coordination meetings (assume 4 on site)	2	1	4		4					9
Utility Conflict Resolution		5	4		8	6				23
Subtotal	2	11	22		50	12				95
Roadway Design										
CADD Project Set up			2			12				14
Roadway Model setup			1		8	2				11
Existing Roadway Typical Sections		2	4		2	8				16
Ultimate Roadway Typical Sections		2	4		2	8				16
Interim Roadway Typical Sections		2	4		2	8				16
Horizontal Geometric Design		4	8		32	16				60
Vertical Geometric Design		4	8	2	32	24				70
Ultimate Grading Design		2	8	4	32	16				62
Interim Grading Design		4	8	4	32	16				64
Intersection Design		2	8		16	40				66
TCP Design		4	8		40	32				84
Construction Sequence Design		16	8	2		8				34
Signing and Pavement Marking Design		4	8		40	16				68
SW3P Design		4	8		16	16				44
Illumination Design		8	30		16	40				94
Signal Design		<<< SEE 'SIGNALS' TAB >>>								
Revisions following review meetings/comments		2	16		8	24				50
Compile General Notes		12	12	2		8	8			42
Compile Specifications		4		2			16			22
Calculate Item Quantities				2	20	16				38
Subtotal		76	145	18	298	310	24			871
Drainage Design										
Delineate Watersheds			2	4	8					14
Develop Tc and other input parameters			2	4	4					10
Create playa overflow relations as needed			2	4						6
Develop 2D drainage models		4	16	24						44
FFD land use with interim road			8	12	12					32
FFD and Ultimate conditions			8	12	12					32
Compute Flow Depths w/o storm or parallel chan.		4	4	8						16
Storm Sewer Design to convey 5yr/limit 100yr depth		8	8	16	12					44
Cross Drainage Culvert Analysis & Hydraulic Design		4	6	8	3					21
Design Flumes, Outfalls		2	4	12	3	4				25
Tabulate Hydraulic Data for Plans			8	12	24					44
Special Structural Details		16	4		20	8				48
Prepare drainage report		8	8		8					24
Detail and Annotate Culvert Layouts			4		16	16				36
Temporary Drainage Design and Details		4	8	8	28					48
Subtotal		50	92	124	150	28				444

			1	2	3	4	5	6	7	8	
		Category	CivilEngineers	CivilEngineers	CivilEngineers	CivilEngineers	SupportEmployees	SupportEmployees	OtherProfessionals		
		Staff Title - Level	Senior Practice Leader Civil-PL6	Civil Project Engineer-PL5	Professional Civil Engineer-PL4	Civil Engineer-PL3	Engineering Technician-SS6	Project Assistant-SS6	Construction Project Manager-PL5		
		Hourly/Billing Rate	$257.00	$239.00	$198.00	$165.00	$120.00	$120.00	$167.00		
Task/Discipline	**Subtask/Phase**	**Trips**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Total**
Deliverables											
	Concept Schematic										
	Ultimate Layout Roll										
	PS&E General Sheets			4	8	22	32				66
	Roadway Sheets & Details			12		40	84				136
	Drainage Sheets & Details			1	24	36	108				169
	TCP Sheets & Details			4		24	24				52
	Construction Sequencing Sheets & Details			4		4	2				10
	Sign & Pavement Marking Sheets & Details			2		10	16				28
	SW3P Sheets & Details			2	4	4	12				22
	Signal Sheets & Details		<<< SEE 'SIGNALS' TAB >>>								
	Illumination Sheets & Details			2		6	12				20
	Additional Contract Documents			6				8			14
	Miscellaneous			2	2	8	8	4			24
Subtotal				39	38	154	298	12			541
Bid Phase Services											
	Coordinate with the City to discuss bid		16					1			17
	Coordinate with Subconsultants		4	4							8
	Assemble Bid Package		4	4	8			2			18
	Convert Plans to PDF format for Bidding				8	16		2			26
	Transfer Information to City Purchasing Dept			4		4		1			9
	Respond to Questions from Bidders		12					2			14
	Attend Pre-Bid Meeting	1	4	2				1			7
	Prepare Bid Tabulation & Evaluation & Recommend		2	4	4						10
Subtotal		1	42	18	20	20		9			109
Construction Phase Services											
	To be negotiated upon request										
Subtotal											
Labor Subtotals	Hours Trip Count	14	343	580	248	932	782	98	16		2999
	Salary		$88,151	$138,620	$49,104	$153,780	$93,840	$11,760	$2,672		$537,927

Labor Costs **Project:** 146th Street Design & Bidding **Project Number:** 40422.22 **Task/Discipline:** Survey **Current Fee:** $615,984

				1	2	3	4	5	6	7	8	
			Category	Surveyors	Surveyors	Surveyors	Surveyors	Surveyors				
			Staff Title - Level	Team Leader Surv-PL7	Surveyor-PL4	Surveyor-PL3	Surveyor-PL1	Surveyor-PL5				
			Hourly/Billing Rate	$208.00	$133.00	$115.00	$89.00	$156.00				
Task/Discipline	**Subtask/Phase**		**Trips**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Total**
Topographic Survey												
	Fieldwork - Control		1		3	3						6
	Fieldwork - Topo		3		20	20	20					60
	Survey Report/Processing			8				44				52
	Project Management			8								8
Subtotal			4	16	23	23	20	44				126
Right-of-Way												
	Research, Calculations, and Reports		1	10				8				18
	Fieldwork		1			20	20					40
	Project Management			4								4
	Legal Descriptions/Exhibits			12								12
Subtotal			2	26		20	20	8				74
Labor Subtotals	Hours	Trip Count	6	42	23	43	40	52				200
	Salary			$8,736	$3,059	$4,945	$3,560	$8,112				$28,412

Labor Costs **Project:** 146th Street Design & Bidding **Project Number:** 40422.22 **Task/Discipline:** Signal Design **Current Fee:** $615,984

			1	2	3	4	5	6	7	8	
		Category	CivilEngineers	CivilEngineers	CivilEngineers						
		Staff Title - Level	Senior Project Manager Civil-PL6	Civil Project Engineer-PL4	Civil Engineer-PL3						
		Hourly/Billing Rate	$257.00	$198.00	$165.00						
Task/Discipline	**Subtask/Phase**	**Trips**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Total**
Signal Design											
	Preliminary Design	1	16	8	8						32
	Final Design	1	16	4	8						28
	Coordination		8	4							12
	Deliverables		8		40						48
Subtotal		2	48	16	56						120
Labor Subtotals	Hours Trip Count	2	48	16	56						120
	Salary		$12,336	$3,168	$9,240						$24,744

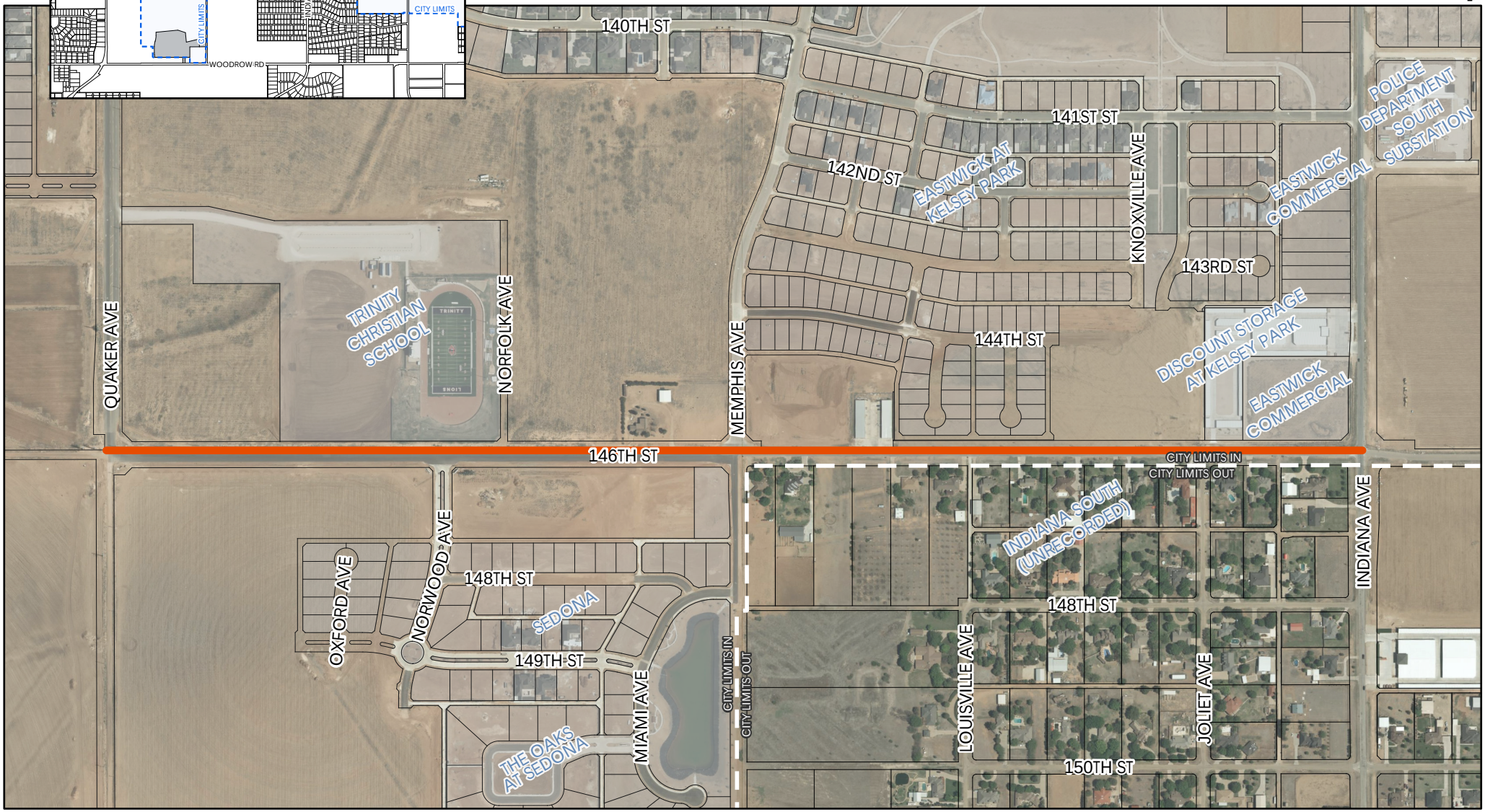
City of Lubbock
Capital Project
Project Cost Detail
January 10, 2023

Capital Project Number:	92821
Capital Project Name:	146th Street: Quaker to Indiana - 22B

Encumbered/Expended	**Budget**
	$-
Agenda Item January 10, 2023	
Contract 17035 with Parkhill for Design Services	615,753
Encumbered/Expended To Date	615,753
Estimated Cost for Remaining Appropriation	
146th Street: Quaker to Indiana - 22B Construction	2,584,247
Remaining Appropriation	-
Total Appropriation	$3,200,000

3

Exhibit Map for Contract 17035
146th Street from Indiana Avenue to Quaker Avenue



Feet

0 250 500 1,000 1,500 2,000

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# 11261
Regular City Council Meeting 5. 7.
01/10/2023:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Professional Services Agreement Contract No. 17074 for the design of Upland Avenue from 34th Street to 50th Street and street bond management assistance, by and between the City of Lubbock and Freese and Nichols, Inc.

Item Summary

On November 8, 2022, Lubbock voters approved issuance of a $200 million street improvements bond package, for the purpose of providing permanent public improvements. The funding provides for street improvements, including but not limited to sidewalks, utility line relocations and traffic signals, necessary and related storm drainage facilities, and the acquisition of land and rights-of-way for the full width dedication.

Upland Avenue from 34th Street to 50th Street is currently a two-lane paved road and is designated in the 2018 Master Thoroughfare Plan to become a five-lane Principal Arterial (Modified). Continued growth in West Lubbock has increased traffic demands along the Upland Avenue corridor from 34th Street to 50th Street. Professional Services Agreement 17074 will provide full design of a 5-lane undivided thoroughfare with curb and gutter, drainage, street lights, and sidewalks within a 110-foot right-of-way.

Additionally, Professional Services Agreement 17074 will provide program management services to assist the City with all aspects of executing the Lubbock Road Bond.

Staff conducted contract negotiations with Freese and Nichols after establishing them as qualified under RFQ 15876, for providing engineering services. Fair and reasonable hourly rates were agreed upon for a total contract amount of $1,639,143 with a 12-month contract duration. Staff recommends Freese and Nichols, Inc. of Lubbock, Texas, be awarded the professional service contract that will provide the plans, specifications, bid phase services for Upland Avenue from 34th Street to 50th Street, and Program Management for the entire Lubbock Road Bond.

Fiscal Impact

This contract is not to exceed $1,639,143, and is funded in Capital Improvements Project 92815, Upland Avenue: 34th to 50th Street – 22B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution
Contract
Location Map
CIP Budget 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. 17074 for the design of Upland Avenue from 34th Street to 50th Street and street bond management assistance, by and between the City of Lubbock and Freese and Nichols, 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:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PSA-No. 17074 – Freese and Nichols, Inc. Upland and street bond mgmnt
1.5.23

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 17074 is entered into this ___ day of _____, 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Freese and Nichols, Inc., (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for the design of Upland Avenue from 34th Street to 50th Street and Bond Management Assistance, (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 12 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 $1,639,143, as set forth in Exhibit "B" and at the rates set forth in Exhibit "C".

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:

Freese and Nichols, Inc.
Chris Bosco, P.E.
1500 Broadway, Suite 1150
Lubbock, Texas 79401
Telephone: 817-735-7359
Email: cb@freese.com

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

Kevin Prado, P.E.
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-2329
Email: KPrado@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 "C" 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:

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

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Firm

Freese and Nichols

By: _____
John Dewar, P.E.
Vice President/Principal

Email: jfd@freese.com

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

December 29, 2022

Mr. Josh Kristinek
Assistant City Engineer
City of Lubbock
1314 Avenue K
Lubbock, TX 79401

Re: Upland Avenue Proposal

Dear Mr. Kristinek:

Freese and Nichols, Inc. (FNI) is pleased to submit this scope of services and fee proposal for professional engineering services for the design of Upland Avenue from 34th Street to 50th Street and program management support services. The scope of services is outlined in Exhibit A.

For this scope of services, we propose an Engineering Design - Basic Services fee of $793,364 and a Special Services fee of $459,741. Special services include ROW acquisition, preparation of right of way documents, survey, Level A&B subsurface utility engineering, geotechnical investigation, permitting. Additionally we propose a Program Management fee of $386,038. The total proposed fee for basic and special services is $1,639,143 as summarized in Exhibit B.

Thank you for the opportunity to be of service to the City of Lubbock. We are available to meet at your convenience to discuss any questions concerning this proposal, please do not hesitate to contact me at 817-657-5646.

Sincerely,

FREESE AND NICHOLS, INC.

John Dewar, P.E.
Principal / Vice President

Attachments:

- Exhibit A – Scope
- Exhibit B – Budget
- Exhibit C – Rate Schedule

EXHIBIT A

Scope for Engineering Design Related Services for

Upland Avenue (from 34th Street to 50th Street) and

Program Management Services for Management of the Road Bond

The scope set forth herein defines the work to be performed by the ENGINEER in completing the project. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project.

OBJECTIVE

Engineering Design: The objective of the Upland Avenue (34th St to 50th St) Improvements project is to improve vehicular and pedestrian mobility and safety from 34th Street to 50th Street (1.0 miles) The existing conditions within the project area are generally a two-lane undivided roadway with bar ditch drainage conveyance within variable right of way. Project limits are generally 34th Street to 50th Street; however, the intersection of 34th Street and Upland Avenue will be designed by others while the intersection of 50th Street and Upland Avenue will be designed as part of this project. The project will include the design and construction of a five-lane undivided thoroughfare with curb and gutter, drainage, street lights, and sidewalks within a 110-foot right-of-way. The project will include up to three (3) drainage easements to accommodate cross-drainage.

The project will require active coordination with three projects developing adjacent to this project:

34th Street from Upland Avenue to Milwaukee Avenue (includes full design of intersection at 34th Street and Upland Avenue)

50th Street/CR 6900 from FM 179 to Upland Avenue

Frenship ISD new high school and adjacent subdivision

Program Management: The objective is to provide staff augmentation and program management services to assist the City with all aspects of executing the Lubbock Road Bond. This is expected to include a number of tasks, including implementation of a PMIS software, bond project schedule monitoring and management, financial monitoring and management, stakeholder engagement and communication, bond program progress reporting, funding assistance to locate additional sources of roadway funding, program level ROW and land acquisition and franchise utility coordination.

WORK TO BE PERFORMED

Engineering Design:

Task 1. Design Management and Quality Control/Quality Assurance

Task 2. Conceptual Design (Schematic)

Task 3. Preliminary Design (60%)

Task 4. Final Design (90% and 100%)

Task 5. Bid Phase Services

Task 6. ROW/Easement Services

Task 7. Survey and Subsurface Utility Engineering Services

Task 8. Geotechnical Investigation / Pavement Design

Task 9. Permitting

Program Management:

Task 10. Project Management Information System (PMIS) Evaluation and Implementation.

Task 11. Road Bond Program Management and Staff Augmentation

ENGINEERING DESIGN:

TASK 1. DESIGN MANAGEMENT

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER's and CITY's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

ENGINEER will develop a Quality Control/ Quality Assurance Plan (QC/QA Plan) outlining the ENGINEER's method of ensuring the highest levels of design and accuracy are incorporated into the calculations, plans, specifications, and estimates.

ENGINEER is responsible for and shall coordinate all subconsultant activity to include quality and consistency of plans.

At any time during the project the CITY may request from the ENGINEER documentation relative to QC/QA for project submittals.

1.1. Managing the Team:

- Lead, manage and direct design team activities
- Ensure Quality Control / Quality Assurance (QC/QA) is practiced in performance of the work.
- Communicate internally among team members
- Task and allocate team resources

1.2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements
- Conduct and document *monthly* project update meetings with CITY Project Manager
- Conduct and document *biweekly* internal design team meetings
- Conduct site visits (up to 3)

- Conduct one (1) review meeting with the CITY after each of the 30%, 60%, and 90% Design submittals
- Conduct QC/QA reviews and document those activities.
- Prepare invoices, and submit monthly in the format requested by the CITY. Prepare and submit monthly One Page Reports.
- Prepare and submit baseline Project Schedule initially, and monthly Project Schedule updates with a schedule narrative as updates occur.
- Coordinate with adjacent projects including:
  - 34th Street from Upland to Milwaukee
  - 50th Street from FM 179 to Upland
  - Frenship ISD new high school and associated development

1.3. QC/QA of Subconsultants

- The ENGINEER's subconsultants shall perform Quality Control/ Quality Assurance on all procedures, field surveys, data, and products prior to delivery to the CITY. ENGINEER's subconsultants shall certify in writing via a letter that the information provided has undergone a Quality Control/ Quality Assurance process.

1.4. QC/QA of Design Documentation

- ENGINEER shall perform a QC/QA review of all documents being submitted for review at all stages of the design. QA should be performed by an individual within the firm who is not on the design team.
- A Comment Resolution Log will be used to document conflicting comments between reviewers and to highlight comments made by the CITY that the ENGINEER is not incorporating into the design documents along with the associated explanation.
- The documentation of a QC/QA review includes electronic copies of the color-coded, original marked-up document (or "check print") developed during the QC checking process and/or review forms which sequentially list documents and associated comments.

ASSUMPTIONS

- One (1) pre-design project kickoff meeting with CITY
- Twelve (12) monthly project update meetings during design phase with the CITY
- Three (3) plan review meetings with the CITY
- Twenty (20) bi-weekly design team meetings
- Project design phase is anticipated to take twelve (12) months.
- Twelve (12) monthly updates of One Page Reports, Project Schedule, Action Items/Decisions Made Log.

- All submittals to the CITY will be quality checked prior to submission.

DELIVERABLES

A. Meeting summaries with action items

B. Baseline design schedule and monthly updates with schedule narrative describing any current or anticipated schedule changes

C. Monthly One Page Reports

D. Monthly invoices

E. QC/QA documentation

TASK 2. CONCEPTUAL DESIGN (SCHEMATIC)

The Conceptual Design shall be submitted to CITY per the approved Project Schedule.

The purpose of the Conceptual Design is for the ENGINEER to identify, develop, communicate through the defined deliverables, and recommend the design concept that successfully addresses the design problem, and to obtain the CITY's endorsement of this concept.

ENGINEER will develop the Conceptual Design of the improvements as follows:

2.1. Data Collection

- Review Available CAD and GIS files from CITY
- Gather Aerial, GIS, LiDAR Data
- Review available CITY records development including plats and drainage studies
- Review available Franchise Utility Data
- Setup CAD files based on Available Data
- Conduct up to two (2) site visits

2.2. Conceptual Design Schematic

ENGINEER will provide design services to the CITY with the following design components. All information listed will be provided on the design schematic:

<u>GENERAL DESIGN</u>

- TYPICAL SECTIONS – Including existing and proposed typical sections showing pavement (roadway, sidewalk, curb), ROW, lane widths (with direction arrows).
- ALIGNMENT DATA
- RIGHT-OF-WAY AND EASEMENT MAP – Including parcels numbers

<u>ROADWAY DESIGN</u>

- ROADWAY PLAN AND PROFILE – Including plan and profile views (Upland Avenue) showing existing and proposed horizontal and vertical roadway

alignments, existing and proposed right-of-way/easements, sidewalks, driveways, and existing utilities.

CROSS SECTION DESIGN

- CROSS SECTIONS – Including Upland Avenue centerline station at a 50' interval, existing top of ground line, proposed roadway section, and easement and right-of-way limits.

2.3. Conceptual Drainage Design Analysis

ENGINEER will provide design services to the CITY with the following design analysis. All information listed will be provided in the drainage design analysis:

- Hydrologic and hydraulic data sources for existing conditions.
- Project drainage area map
- Conveyance paths, slopes, time of concentration, and runoff coefficients as required to calculate design-year flows.
- Subdivided drainage areas into sub-areas and calculations of the discharge at each discharge location.
- ICPR H&H models of existing and proposed conditions
- Evaluation of adequacy of the ROW needed to accommodate the proposed roadway and drainage system.
- Identification and preliminary sizing of necessary offsite drainage easements.

2.4. Opinion of Probable Construction Cost

- ENGINEER will develop an opinion of probable construction cost (OPCC) based on design plans. Sources of data used in the preparation of the OPCC include construction data aggregation services, similar past project performed by ENGINEER, and professional experience and engineering judgement.

2.5. Utility Conflict Coordination

- ENGINEER will develop the design of CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs. Where conflicts cannot be avoided, coordination of Utility Conflicts will begin at the Conceptual Design phase.
- In the case of a public utility conflict, the ENGINEER will design CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.
- In the case of a private Utility Conflict, the ENGINEER will provide a PDF set of plans with the utility conflicts highlighted and a Utility Conflicts Table of those conflicts to be included in a Utility Clearance Letter for coordination. The ENGINEER may need to coordinate directly with the private utility provider if that provider needs to undertake design to adjust their utility's location.

- The ENGINEER shall deliver a PDF file of the approved preliminary schematic to the City for forwarding to all utility companies which have facilities within the limits of the project. The PDF file should be created directly from the CAD files.

ASSUMPTIONS

- Digital copy of Schematic (PDF).
- Digital copy of Drainage Analysis Report.
- Digital copy of opinion of probable construction cost.

DELIVERABLES

A. Conceptual Schematic

B. Conceptual Drainage Analysis Report

C. Opinion of Probable Construction Cost

D. Utility Conflict Coordination Package

TASK 3. PRELIMINARY DESIGN (60%)

ENGINEER shall not proceed with Preliminary Design activities without written approval by the CITY of the Conceptual Design Package. Preliminary Design shall be submitted to CITY per the approved Project Schedule.

ENGINEER will develop the Preliminary Design of the improvements as follows:

3.1. Preliminary Design Plans:

- ENGINEER will progress, update, or revise the design components listed in the Conceptual Design submittal and the additional design plans:

<u>GENERAL DESIGN</u>

- COVER SHEET – Including project limits and location map
- INDEX OF SHEETS
- GENERAL NOTES – Including applicable City standard general notes
- DESIGN LEGEND
- QUANTITY SUMMARY – Including tables of quantities per sheet
- SURVEY CONTROL AND PROJECT LAYOUT – Including control points with X, Y, Z coordinates, identified coordinate system, vertical datum, and bearing base.
- RIGHT-OF-WAY AND EASEMENT MAP – Including parcels numbers
- EXISTING UTILITY MAP – Including collected Level A-D SUE data (Task 8).
- CONSTRUCTION PHASING NARRATIVE AND TYPICAL SECTION – Including description of the suggested construction phasing and typical sections. The construction phasing narrative includes expectation and restrictions of the construction during the multi-phase project.

- CONSTRUCTION DETOUR PLAN – Including layout of allowable/approved detour plan to be utilized but the project
- TRAFFIC CONTROL DETAILS – Including applicable CITY and TxDOT traffic control details. Assumes that the Contractor will prepare and implement a traffic control plan in accordance with the Texas Manual on Uniform Traffic Control Devices.

ROADWAY DESIGN

- REMOVAL PLAN – Including removal of above and below ground features necessary for the construction of the project improvements.
- ROADWAY PLAN AND PROFILE – Including plan and profile sheets (Upland Avenue) showing existing and proposed horizontal and vertical roadway alignments, right-of-way/easements, sidewalks, driveways, lane dimensions, drainage structures, and City and franchise-owned utilities.
- ROADWAY KEY MAP
- SIDESTREET PLAN AND PROFILE – Including plan and profile sheets showing existing and proposed horizontal and vertical roadway alignments, right-of-way/easements, sidewalks, driveways, lane dimensions, drainage structures, and City and franchise-owned utilities.
- INTERSECTION LAYOUTS – Including spot grades and dimensions for grades at radii, fillets, and valley gutters at cross-street intersections.
- DRIVEWAY DETAILS - Including key elevations, dimensions, proposed driveway section, and easement and right-of-way limits.
- ROADWAY DETAILS – Including necessary non-standard details.
- STANDARD ROADWAY DETAILS

DRAINAGE DESIGN

- OVERALL DRAINAGE AREA MAP – Including delineate the watershed based on contour data and field verification and document existing street, right-of-way and drainage easement capacities for the subject site. A drainage area map will be drawn at maximum 1" = 200' scale from available 1-foot contour data with the contours labeled. Data source and year will be provided by the ENGINEER.
- STORMWATER ROUTING PLAN– Including proposed flow lines, HGL contours, lengths and slopes of outfalls, and finished floor requirements.
- CHANNEL PLAN AND PROFILE - Including plan and profile sheets showing existing and proposed horizontal and vertical drainage alignments, existing and proposed flow lines, HGL, lengths, slopes, and cross-section of proposed channel improvements.
- DRAINAGE DETAILS - Including necessary non-standard details.

UTILITY DESIGN

- MINOR UTILITY ADJUSTMENT PLAN – Including plan sheets for the minor adjustment (for example, adjustment of valve or manhole to proposed finished grade) of existing water and sanitary sewer utilities within the project area.
- CITY OF LUBBOCK - SANITARY SEWER DETAILS
- CITY OF LUBBOCK - WATER DETAILS

ILLUMINATION DESIGN

- ILLUMINATION PLAN – Including plan sheets showing proposed illumination pole, conduit, and electrical service. The development of a photometric diagram will be considered an additional service. The electrical design for the project will include the electrical distribution system for the lighting system described. There will be a minimum of two (2) electrical utility service locations and a maximum of three (3) electrical service locations.
- ILLUMINATION DETAILS

TRAFFIC SIGNAL DESIGN

- SIGNAL PLAN AND SUMMARIES – CITY Traffic Engineering department will develop the signal designs required for the project in coordination with the ENGINEER. Sheets, quantities and specifications will be developed by the CITY and incorporated into deliverable packages by ENGINEER.

SIGNING AND PAVEMENT MARKING DESIGN

- SIGNING AND PAVEMENT MARKING PLAN – Including pavement markings, traffic buttons, and traffic signage (CITY and TMUTCD compliant) for the roadway improvements.
- CITY OF LUBBOCK SIGNING AND PAVEMENT MARKING DETAILS

LANDSCAPE DESIGN

- LANDSCAPE PLAN – Including proposed locations of topsoil, sod, and hydromulch in relation to the proposed improvements.

EROSION CONTROL

- EROSION CONTROL PLAN – Including proposed locations of sediment and erosion control BMPs in relation to the proposed improvements.

3.2. Preliminary Design Project Manual (Contract and Specifications)

ENGINEER will submit all deliverables needed to prepare the Project Manual (Contract and Specifications) using the CITY's front end and technical specifications. The ENGINEER shall supplement the technical specifications, as needed.

3.3. Opinion of Probable Construction Cost

ENGINEER will develop an opinion of probable construction cost (OPCC) based on design plans. Sources of data used in the preparation of the OPCC include construction data aggregation services, similar past project performed by ENGINEER, and professional experience and engineering judgement.

3.4. Constructability Review Meeting

Prior to the Preliminary Design Review Meeting with the CITY, the ENGINEER shall schedule and attend a project site visit with the CITY Project Manager. The ENGINEER shall summarize the CITY's comments from the field visit and submit this information to the CITY in writing.

3.5. Utility Conflict Coordination

- ENGINEER will provide a digital set of plans in PDF format with the utility conflicts highlighted and a Utility Conflicts Table of those conflicts. The PDF file should be created directly from the CAD files.

ASSUMPTIONS

- Two (2) copies of half size (11"x17") plans.
- One (1) set of the Specifications.
- Two (2) copies of opinion of probable construction cost.
- Electronic copy (PDF) of the plans, specifications, and OPCC.

DELIVERABLES

A. Preliminary Design Plans

B. Preliminary Specifications

C. Opinion of Probable Construction Cost

D. Utility Conflict Coordination Package

TASK 4. FINAL DESIGN (90% AND 100%).

ENGINEER shall not proceed with Final Design activities without written approval by the CITY of the Preliminary Design Package. Final Design shall be submitted to CITY per the approved Project Schedule.

ENGINEER will develop the Final Design of the improvements as follows:

4.1. Final Design (90%) Plans:

- ENGINEER will progress, update, or revise the design plans listed in the Conceptual Design submittal and the additional design plans:

4.2. Final Design (90%) Specifications

- ENGINEER will prepare the Specifications using the CITY's front end and technical specifications. The ENGINEER shall supplement the technical specifications, as needed.

4.3. Opinion of Probable Construction Cost

- ENGINEER will develop an opinion of probable construction cost (OPCC) based on design plans. Sources of data used in the preparation of the OPCC include construction data aggregation services, similar past project performed by ENGINEER, and professional experience and engineering judgement.

4.4. Utility Conflict Coordination Package

- ENGINEER will provide a digital set of plans in PDF format with the utility conflicts highlighted and a Utility Conflicts Table of those conflicts. The PDF file should be created directly from the CAD files.

4.5. Final Design (100%) Plans:

- ENGINEER will progress, update, or revise the design plans listed in the Conceptual Design submittal and the additional design plans:

4.6. Final Design (100%) Specifications

- ENGINEER will prepare the Specificationsg using the CITY's front end and technical specifications. The ENGINEER shall supplement the technical specifications, as needed.

4.7. Opinion of Probable Construction Cost

- ENGINEER will develop an opinion of probable construction cost (OPCC) based on design plans. Sources of data used in the preparation of the OPCC include construction data aggregation services, similar past project performed by ENGINEER, and professional experience and engineering judgement.

ASSUMPTIONS

- Two (2) copies of half size (11"x17") plans for 90% and 100% Design.
- One (1) set of the Specifications for 90% and 100% Design.
- Two (2) copies of opinion of probable construction cost for 90% and 100% Design.
- Electronic copy (PDF) of the plans, project manual, and OPCC for 90% and 100% Design.

DELIVERABLES

A. Final Design Plans (90% and 100%)

B. Final Design Specifications (90% and 100%)

C. Opinion of Probable Construction Cost (90% and 100%)

D. Utility Conflict Coordination Package (90% and 100%)

TASK 5. BID PHASE SERVICES.

ENGINEER will support the bid phase of the project as follows.

5.1. Bid Support

- The ENGINEER will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidder's questions and requests in the form of addenda. Attend the pre-bid conference in support of the CITY.

- When substitution prior to award of contracts is allowed in the contract documents, the ENGINEER will advise the CITY as to the acceptability of alternate materials and equipment proposed by bidders.
- Attend the bid opening in support of the CITY.
- Tabulate and review all bids received for the construction project, assist the CITY in evaluating bids/proposals, and recommend award of the contract. A copy of the Bid Tabulation will be provided to the CITY.
- Assist the CITY in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- The ENGINEER will provide the CITY with a recommendation of award letter after the review of the provided bids.
- Incorporate all addenda into the contract documents and issue conformed sets. After the bid opening, ENGINEER will provide up to five (5) full size (22"x34") sets and up to seven (7) half size (11"x17") sets of the Conformed Plans and up to two (2) bound copies of the conformed Project Manual set incorporating all approved addenda.

ASSUMPTIONS

- The project will be bid only once and awarded to one contractor.
- Construction documents will only be made available on the City's document management system for plan holders and/or given to plan viewing rooms.
- Construction documents will *not* be printed by the CITY and made available for purchase by plan holders and/or given to plan viewing rooms.
- The project will be bid via the design, bid, and build process.

DELIVERABLES

A. Addenda (up to three (3))

B. Bid Tabulations

C. Recommendation of Award Letter

D. Conformed Plans and Project Manual

TASK 6. ROW/EASEMENT SERVICES.

ENGINEER will support and perform activities related to ROW and land as outlined below, per scoping direction and guidance from the CITY's Project Manager.

6.1. Right-of-Way/Easement Preparation and Submittal.

- The ENGINEER shall determine rights-of-way and easement needs for construction of the project. Required temporary and permanent easements will be identified based on available information and recommendations will be made for approval by the CITY.

- The ENGINEER shall prepare documents to be used to obtain right-of-way and permanent and/or temporary easements required to construct the improvements.
- The ENGINEER shall prepare a ROW and Easement parcel reference map showing and designating all land interest for project. The map shall be revised as necessary throughout the land acquisition process.
- ENGINEER shall perform appraisal services including a Market Study Report and individual appraisals for up to six (6) parcels.
- ENGINEER shall provide abstracting services for up to twelve (12) parcels with unknown ownership or potential prescriptive ROW parcels.
- Engineer shall provide title and negotiation services for twenty three (23) parcels including delivery of Initial Offer, negotiation with landowner, submitting signed conveyance documents/counteroffers to CITY, curing title issues and obtaining partial release of liens, delivery of Final Offer, recording original conveyance documents in the real property records and submitting final file to CITY.

ASSUMPTIONS

- Appraisals will be submitted to CITY for review to request approval to make offers.
- Condemnation services are considered an additional service.

DELIVERABLES

A. Up to twenty three (23) proposed right-of-way documents

B. Up to three (3) proposed easement documents

C. ROW and Easement parcel reference map

D. Market Study Report

E. Conveyance documents

TASK 7. SURVEY AND SUBSURFACE UTILITY ENGINEERING SERVICES.

ENGINEER will provide survey support as follows.

7.1. Design Survey and Right-of-Way/Easement Research

- ENGINEER will perform field surveys to collect horizontal and vertical elevations and other information needed by ENGINEER in design and preparation of plans for the project. Information gathered during the survey shall include topographic data, elevations of all sanitary and storm sewers, rim/invert elevations, location of buried utilities, water valves, water meters, curb and gutter, asphalt, concrete, structures, sidewalks, medians, fences, driveways, tops and toes of slope, utility poles, mailboxes, signs, telephone risers, trees (measure caliper, identify overall canopy, and have qualified arborist identify species of trees which are 6" in diameter or larger), and other visible features relevant to the final plan sheets. Existing drainage at intersections will be verified by field surveys. Spot elevations will be shown on intersection layouts with cross slope to fit intersecting grade lines.

- The minimum survey information to be provided on the plans shall include the following:
  - A Project Control Sheet, showing **ALL** Control Points, used or set while gathering data. Generally on a scale of not less than 1:400:
  - The following information about each Control Point;
    a. Identified (Existing. CITY Monument #8901, PK Nail, 5/8" Iron Rod)
    b. X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base.
    c. Descriptive Location (Ex. Set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North Side Drive and North Main Street).
  - Coordinates on all P.C.'s, P.T.'s, P.I.'s, Manholes, Valves, etc., in the same coordinate system, as the Control.
  - No less than two horizontal bench marks, per line or location.
  - Bearings given on all proposed centerlines, or baselines.
  - Station equations relating utilities to paving, when appropriate.
- Right-of-Way research includes review of property/right-of-way records based on current internet-based Lubbock Central Appraisal District (LCAD) information available at the start of the project and available on-ground property information (i.e. iron rods, fences, stakes, etc.). It does not include effort for chain of title research, parent track research, additional research for easements not included in the LCAD records, right-of-way takings, easement vacations and abandonments, right-of-way vacations, and street closures.

7.2. Temporary Right of Entry Preparation and Submittal

- Prior to the access of private property for the collection of existing conditions survey data, the ENGINEER shall prepare, mail, and monitor up to twenty three (23) temporary right of entry letters.

7.3. Subsurface Utility Engineering

- ENGINEER will perform the Level A-D Subsurface Utility Engineering (SUE) work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:
  Quality Level D (QL"D") – Information derived from existing utility records;
  Quality Level C (QL"C") - QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers.

Quality Level B (QL"B") – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
Quality Level A (QL"A") – Three dimensional (x,y,z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as "locating", this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

- Utilities to be designated include gas, telecommunications, electric, drainage, water and sanitary sewer.
- ENGINEER will designate the known subsurface utilities within the project limits utilizing geophysical equipment (electromagnetic induction, magnetic) to designate metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable).
- ENGINEER will provide appropriate traffic control measures (barricades and signs).
- ENGINEER will utilize non-destructive vacuum excavation equipment to excavate test holes at the required locations. Due to the risk of damage, ENGINEER will not attempt to probe or excavate test holes on any AC water lines unless approval is obtained from the CITY in advance. ENGINEER will record the utility type, size, material, depth to top, and general direction. Each test hole will be assigned a unique ID number and will be marked with a nail/disk. The test-hole ID number and other pertinent utility information will be painted at each test-hole location.
- ENGINEER shall provide up to six (6) test holes (estimated to be between 8 and 12 feet in depth and within existing pavement) Subsurface Utility Engineering (SUE) to Quality Level A, as described below:
    - Expose and locate utilities at specific locations.
    - Tie horizontal and vertical location of utility to survey control.
    - Provide utility size and configuration.
    - Provide paving thickness and type, where applicable.
    - Provide general soil type and site conditions and such other pertinent information as is reasonably ascertainable from each test hole site.
    - Backfill cored holes within existing concrete pavement with temporary concrete pavement to a minimum of 9" in depth.

DELIVERABLES

A. Drawing of the project layout with Level A-D SUE (including legend and table of Level A SUE data).

TASK 8. GEOTECHNICAL INVESTIGATION / PAVEMENT DESIGN.

ENGINEER will provide geotechnical investigation services to the CITY as follows:

8.1 Field Exploration

- Select and mark up to six (6) boring locations and notify Texas 811, appropriate CITY Department(s) to request location and marking of existing underground utilities prior to the field exploration.

8.2 Laboratory Testing

- Perform testing on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. ENGINEER will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor.
- Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:
    - Classification tests (liquid and plastic limits and percent passing the No. 200 sieve or gradation)
    - Moisture content
    - Dry unit weight
    - Unconfined compressive strength
    - pH lime series
    - Soluble sulfate content

8.3 Engineering Analysis and Reporting

- Prepare a technical memorandum of the geotechnical investigation to include:
    - Boring locations, boring logs, laboratory test results, and a key to the symbols used.
    - Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
    - Recommendations for pavement subgrade treatment
    - Pavement thickness calculations for both rigid and flexible pavement
    - Earthwork related recommendations for use during development of the plans and specifications

ASSUMPTIONS

- For core drilling, traffic control will be required, including closing a lane of traffic and providing flagmen.
- It is assumed that a truck-mounted drilling rig can access the drill locations. If drilling with a track-mounted rig is necessary, it will be considered an additional service to this contract.
- ENGINEER will coordinate with CITY to obtain the necessary permits for core drilling within the roadway.

- Soil boring locations are planned to be within the existing pavement and in locations where traffic control plans for roadway or lane closures will be necessary.
- Locations of the six (6) core borings will be adjusted for location based upon the existing utilities and ingress/egress onto Upland Avenue from the adjoining side streets.

DELIVERABLES

A. One (1) hard copy and one (1) electronic copy of geotechnical technical memorandum (including exhibits, soil boring results, summary of observations and pavement (surface and subgrade) recommendations).

TASK 9. PERMITTING.

ENGINEER will provide permitting support for the CITY to obtain any and all agreements and/or permits normally required for a project of this size and type, as follows:

9.1 Texas Department of Licensing and Regulation (TDLR)

- ENGINEER will provide permitting support for the CITY and will prepare plan layouts for Americans with Disabilities Act (ADA) and TDLR compliant sidewalks, curb ramps, pedestrian push buttons, and crosswalks.
- ENGINEER will retain the services of a TDLR Registered Accessibility Specialist (RAS) Inspector approved by the CITY.
- ENGINEER will be responsible for completing and submitting the inspection forms, paperwork, and RAS plan review during the design phase as required by the TDLR.
- During the construction phase, the CITY will coordinate one (1) RAS inspection with the ENGINEER and RAS Inspector no later than thirty (30) calendar days after construction substantial completion.
- ENGINEER will be compensated for the RAS Inspector costs by the CITY as a reimbursable expense.

9.2 Environmental Permit Evaluation

ENGINEER will evaluate the project area for regulatory permitting requirements primarily related to Section 404 of the Clean Water Act (Section 404) and other know permits. This information will be utilized to evaluate the project improvements to minimize regulatory requirements for the project.

Desktop Evaluation

- Prior to the site visit, ENGINEER's environmental scientists will assemble and review data such as aerial photographs, topographic maps, National Wetlands Inventory (NWI) maps, and soils data.

Pedestrian Survey

- ENGINEER's environmental scientist will conduct a pedestrian survey within the project limits (including approximately 200 feet upstream and downstream of the

existing culvert crossings) to document existing environmental conditions and assess potential environmental impacts. The presence and locations of waterbodies, including wetlands, potential federally-listed threatened and endangered species habitat, and vegetation cover types will be identified within the project area.

THC Coordination

- ENGINEER's environmental scientist will prepare and submit a consultation letter to the Texas Historical Commission (THC) to determine the potential for the project to impact protected cultural resources and provide results to the CITY. If follow up studies are requested by the THC, those studies can be provided as an additional service with written authorization from the CITY.

Conceptual Environmental Permitting Memorandum

- Information gathered during the pedestrian survey (and coordination with the project team and CITY) will be used to prepare a technical memorandum identifying potential environmental permitting requirements for the proposed improvements identified in the conceptual design phase.

ASSUMPTIONS

- Section 404 of the Clean Water Act (Section 404) regulates the discharge of materials within waters of the U.S. (such as streams, ponds, and wetlands), and the U.S. Army Corps of Engineers must issue a Section 404 permit prior to a regulated action. This scope assumes the intent of the future proposed project is to construct roadway improvements in accordance with the terms and conditions of Nationwide Permit (NWP) 14, Linear Transportation Projects.

DELIVERABLES

A. Conceptual Environmental Permitting Memorandum

9.3 Railroad Permitting

ENGINEER will provide Lubbock and Western Railway (LBWR) railroad coordination for the project improvements adjacent and within the railroad right-of-way. With the roadway widening, the at-grade railroad crossing improvements will include widening the existing concrete crossing surface and upgrading the two-gate crossing to a two-gate quiet zone crossing. The following coordination tasks will be completed by ENGINEER:

- Conduct one (1) Kickoff Coordination Meeting with LBWR
- Collect and review latest at-grade railroad standards from LBWR
- Attend one (1) diagnostic meeting and profile review notes and comments
- Provide 60%, 90%, and 100% designs to LBWR and
- Request LBWR design for crossing improvements
- Review LBWR design and cost estimate for crossing improvements
- Review existing railroad Notice of Intent (NOI) and coordinate modifications with Federal Railroad Administration (FRA)

ASSUMPTIONS

- LBWR RR will provide their own design services for the new, widened crossing. ENGINEER will facilitate coordination with proposed improvements outside of RR ROW.

PROGRAM MANAGEMENT:

TASK 10. PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) EVALUATION, SELECTION, AND IMPLEMENTATION.

ENGINEER will provide support the CITY in the use of a PMIS related to the overall bond program by evaluating, selecting and implementing PMIS as follows:

11.1 Facilitation of PMIS Evaluation and Selection

- Initial Coordination with two PMIS Software Providers - ENGINEER will coordinate with two PMIS software providers (Kahua and RT Vision) to gain a basic understanding of the capabilities and functionality of each software provider.

- Coordinate with City Departments to understand processes and workflows - ENGINEER will meet with Purchasing and Contract Management, Finance, and City Secretary's Office to gain a better understanding of the current processes and business practices of each department as it relates to capital improvement project contract management, procurement, invoicing, and records retention. The information gained for these discussions will assist in determining the capability of each PMIS software to integrate with the city's ERP and other software applications. Additionally, it will assist with the development of workflows and establishing an approval hierarchy during the implementation phase.

- Facilitate Demonstrations with other City departments - ENGINEER shall coordinate and facilitate presentations and demonstrations by each software provider to Purchasing and Contract Management, Finance, and City Secretary's Office as desired. Each discussion and/or presentation will be different for each of the three departments and will focus on the topics and areas of interest each department may have related to functionality and integration with their respective business processes and responsibilities related to capital project delivery.

10.1 Implementation of Selected PMIS

- Assist with final contract negotiations - ENGINEER shall assist the City with negotiations with the selected PMIS software provider and review draft agreements between the City and the selected software provider.

- Establish Roles, Permissions, Responsibilities - Based on the knowledge gained in meeting with Purchasing and Contract Management, Finance, and City Secretary's Office, ENGINEER shall assist the software provider in establishing specific permission, roles, and responsibilities based on departmental structure and organizational responsibilities during the implementation of the software.

in identifying risk, impacts of risk, probability of risk, consequences of risk, mitigation strategies, and responsible individuals.

- The updated risk register will be kept on the PMIS system and/or other designated sharing site.

11.3 Schedule Monitoring and Management

- Develop, manage, and update an executive level program bond schedule that includes all the projects. The updated schedule will be kept on the PMIS system and/or other designated sharing site.
- Develop PowerBI or PMIS dashboards for project schedules.
- Validate and analyze monthly construction schedule for each project for accuracy and completeness. Provide a validation report for the file and review by the CITY.
- Analyze any Time Impact Analysis (TIA) submitted during construction for accuracy and completeness.
- Produce monthly schedule summary report for distribution to the Program Team. Report may be a part of the larger monthly report cycle.

11.4 Financial Monitoring and Management

- Track budgeted funds, encumbered funds, and expenditures on a monthly basis.
- Develop, manage and maintain detailed financial dashboards for each project using either PowerBI or selected PMIS system.
- Develop, manage, and maintain an executive level summary of financials – budget vs encumbered vs expended.
- Develop baseline annual cashflow and track actual annual cashflow.
- Develop an annual cashflow projection for the coming years based on prior year's actual expenditures and updated project schedules.
- Produce monthly financial summary report for distribution to the Program Team. Report may be a part of the larger monthly report cycle.

11.5 Program Progress Reporting (Reports, Data, Analysis, and Information intended for staff consumption)

- Hold quarterly meetings with city staff while projects are in construction, then transitioning to monthly meetings if needed once multiple projects progress into construction.
- Develop a written monthly status reports with abbreviated status update on each project, photos updates, snapshots from the Power BI/PMIS dashboards, schedule and financial summaries, and other information requested by the CITY.

- Development and delivery (if desired) of semi-annual presentations to City Council

11.6 Stakeholder Analysis, Public Engagement, and Communication Plan (Project updates and information intended for public consumption)

- Coordinate with CITY staff and the design consultant to complete a stakeholder analysis (output is used in the development of the Communication Plan)
- Develop public communication guidelines and standards. Include communication guidelines/plan in the PMP as a separate section. Update as needed throughout the duration of the contract.
- Facilitate public/stakeholder up to 4 engagement meetings at appropriate design milestones as directed by CITY for each project.
- Provide content (photos/updates) for the city's bond website for each project.
- Develop and deliver up to 4 presentations to impacted organizations and entities (Chamber of Commerce, Lubbock County, TTU, etc.)

11.7 Project Management Staff Augmentation

- As needed by the CITY provide project managers to augment the city's project delivery team as needed should the city experience an unexpected increase in workload or lose a member of the department's project delivery team. Due to the unknown nature of staff augmentee needs, written agreement between the CITY and ENGINEER on number, scope, personnel qualifications and duration will be required for this effort to begin.

11.8 Seek and evaluate opportunities to leverage external funding

- Review each project in the bond to determine if external funding opportunities are available.
- Evaluate the feasibility of securing external funding and the potential impact any additional project requirements may have on the scope or schedule.
- Assist with the development of grant applications if favorable funding opportunities are identified.
- During the quarterly update meetings, present on status of existing applications/funding and new funding opportunities. Provide update on funding in the monthly reports.

11.9 Land Acquisition

- Provide a single point of contract to coordinate with city staff to develop a land acquisition policy or guidance documents for the program that includes both consultants at city staff.
- Produce a prioritized list of the parcels to be acquired.
- Establish a process that includes roles and responsibilities and delegated authority. Include process in the PMP.
- Work with the CITY to establish a negotiating range and guidelines for requesting dedications versus paying appraised value
- Communication protocol related to draft appraisal reports will be included in the communication plan of the PMP.
- During the quarterly update meetings, present on status of land acquisition. Provide update on ROW in the monthly reports.

11.10 Franchise Utility Coordination

- Provide a single point of contact to coordinate with each design consultant to determine the franchise utilities impacting each project and also coordinate with each franchise utility company to prioritize relocations.
- As needed, facilitate meetings between the design consultants and the franchise utilities
- Assist franchise utility companies in obtaining any necessary city permits associated with the relocation of their facilities.
- During the quarterly update meetings, present on status of utility coordination. Provide update on utility conflicts in the monthly reports.

ASSUMPTIONS

- Road Bond Program Management and Staff Augmentation Services are to be provided for a duration of one year. Future Program Management Services will be authorized at a later date if desired by CITY.
- Meetings will be scheduled as requested by the City but assumptions were for:
  - PMP Task: One (1) in person meeting, two additional virtual meetings.
  - Risk Management Task: Every other month in person meetings with virtual option
  - Program Progress Reporting Task:
    - Quarterly in person staff updates
    - Semi annual updates for Council
  - Stakeholder Task:

- Up to four (4) in person presentations to public stakeholders around the area.
- Up to four (4) in person presentations to outside stakeholders around the area.

DELIVERABLES

A. Monthly and Quarterly Reports

B. Stakeholder and Council Presentations

EXHIBIT A, PART 2, ADDITIONAL SERVICES

Upland Avenue (from 34th Street to 50th Street) and

Program Management Services for Management of the Road Bond

Additional Services not included in the existing Scope of Services – CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Water and wastewater utility design.
- Traffic signal design.
- Condemnation services.
- Construction phase services of any kind, including pre-construction meetings, review of submittals, field visits, progress meetings, etc.
- Services related to development of the CITY's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Construction management and inspection services
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Effort exceeding those outlined in the "Assumptions" section of each task description.
- Survey documents exceeding the number shown in the contract.
- Property appraisals exceeding the number shown in the contract.
- Level A SUE test holes exceeding the number shown in the contract.
- Services related to Program Management that exceed the maximum effort specified by the contract.

EXHIBIT B

Budget for Engineering Design Related Services for
Upland Avenue (from 34th Street to 50th Street) and
Program Management Services for Management of the Road Bond

CITY and ENGINEER have established a not-to-exceed budget of $1,253,105 to complete all engineering design services and $386,038 to complete program management services as directed under this AGREEMENT. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT C. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented for the services of ENGINEER under this AGREEMENT are provided in this Exhibit B. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

ENGINEER agrees to complete these services as delineated above. Should there be a Change in Scope of Work or Time of Performance, then this can result in an amendment to this contract which shall be negotiated at that time.

The budget assumes that all work will be completed in in accordance within the proposed project schedule of 12 months. The schedule may be extended by six months if the CITY and ENGINEER mutually agree.

EXHIBIT C

Hourly Rate Schedule Compensation for Engineering Design Related Services for Upland Avenue (from 34th Street to 50th Street) and Program Management Services for Management of the Road Bond

LUBBOCK RATE SCHEDULE

Position	Rate
Principal / Group Manager	305
Technical Professional - 6	293
Technical Professional - 5	234
Technical Professional - 4	200
Technical Professional - 3	173
Technical Professional - 2	152
Technical Professional - 1	125
CAD Technician/Designer - 3	168
CAD Technician/Designer - 2	126
CAD Technician/Designer - 1	100
Senior CAD Technician/Designer	207
Construction Manager - 4	165
Construction Manager - 3	135
Construction Manager - 2	128
Construction Manager - 1	100
Corporate Project Support - 3	140
Corporate Project Support - 2	126
Corporate Project Support - 1	96
Intern/ Coop	65

Rates for In-House Services

Technology Charge

$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 17074 is entered into this ___ day of _____, 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Freese and Nichols, Inc., (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for the design of Upland Avenue from 34th Street to 50th Street and Bond Management Assistance, (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 12 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 $1,639,143, as set forth in Exhibit "B" and at the rates set forth in Exhibit "C".

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:

Freese and Nichols, Inc.
Chris Bosco, P.E.
1500 Broadway, Suite 1150
Lubbock, Texas 79401
Telephone: 817-735-7359
Email: cb@freese.com

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

Kevin Prado, P.E.
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-2329
Email: KPrado@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 "C" 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:

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

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Firm

Freese and Nichols

By: _____
John Dewar, P.E.
Vice President/Principal

Email: jfd@freese.com

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

December 29, 2022

Mr. Josh Kristinek
Assistant City Engineer
City of Lubbock
1314 Avenue K
Lubbock, TX 79401

Re: Upland Avenue Proposal

Dear Mr. Kristinek:

Freese and Nichols, Inc. (FNI) is pleased to submit this scope of services and fee proposal for professional engineering services for the design of Upland Avenue from 34th Street to 50th Street and program management support services. The scope of services is outlined in Exhibit A.

For this scope of services, we propose an Engineering Design - Basic Services fee of $793,364 and a Special Services fee of $459,741. Special services include ROW acquisition, preparation of right of way documents, survey, Level A&B subsurface utility engineering, geotechnical investigation, permitting. Additionally we propose a Program Management fee of $386,038. The total proposed fee for basic and special services is $1,639,143 as summarized in Exhibit B.

Thank you for the opportunity to be of service to the City of Lubbock. We are available to meet at your convenience to discuss any questions concerning this proposal, please do not hesitate to contact me at 817-657-5646.

Sincerely,

FREESE AND NICHOLS, INC.

John Dewar, P.E.
Principal / Vice President

Attachments:

- Exhibit A – Scope
- Exhibit B – Budget
- Exhibit C – Rate Schedule

EXHIBIT A

Scope for Engineering Design Related Services for

Upland Avenue (from 34th Street to 50th Street) and

Program Management Services for Management of the Road Bond

The scope set forth herein defines the work to be performed by the ENGINEER in completing the project. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project.

OBJECTIVE

Engineering Design: The objective of the Upland Avenue (34th St to 50th St) Improvements project is to improve vehicular and pedestrian mobility and safety from 34th Street to 50th Street (1.0 miles) The existing conditions within the project area are generally a two-lane undivided roadway with bar ditch drainage conveyance within variable right of way. Project limits are generally 34th Street to 50th Street; however, the intersection of 34th Street and Upland Avenue will be designed by others while the intersection of 50th Street and Upland Avenue will be designed as part of this project. The project will include the design and construction of a five-lane undivided thoroughfare with curb and gutter, drainage, street lights, and sidewalks within a 110-foot right-of-way. The project will include up to three (3) drainage easements to accommodate cross-drainage.

The project will require active coordination with three projects developing adjacent to this project:

34th Street from Upland Avenue to Milwaukee Avenue (includes full design of intersection at 34th Street and Upland Avenue)

50th Street/CR 6900 from FM 179 to Upland Avenue

Frenship ISD new high school and adjacent subdivision

Program Management: The objective is to provide staff augmentation and program management services to assist the City with all aspects of executing the Lubbock Road Bond. This is expected to include a number of tasks, including implementation of a PMIS software, bond project schedule monitoring and management, financial monitoring and management, stakeholder engagement and communication, bond program progress reporting, funding assistance to locate additional sources of roadway funding, program level ROW and land acquisition and franchise utility coordination.

WORK TO BE PERFORMED

Engineering Design:

Task 1. Design Management and Quality Control/Quality Assurance

Task 2. Conceptual Design (Schematic)

Task 3. Preliminary Design (60%)

Task 4. Final Design (90% and 100%)

Task 5. Bid Phase Services

Task 6. ROW/Easement Services

Task 7. Survey and Subsurface Utility Engineering Services

Task 8. Geotechnical Investigation / Pavement Design

Task 9. Permitting

Program Management:

Task 10. Project Management Information System (PMIS) Evaluation and Implementation.

Task 11. Road Bond Program Management and Staff Augmentation

ENGINEERING DESIGN:

TASK 1. DESIGN MANAGEMENT

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER's and CITY's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

ENGINEER will develop a Quality Control/ Quality Assurance Plan (QC/QA Plan) outlining the ENGINEER's method of ensuring the highest levels of design and accuracy are incorporated into the calculations, plans, specifications, and estimates.

ENGINEER is responsible for and shall coordinate all subconsultant activity to include quality and consistency of plans.

At any time during the project the CITY may request from the ENGINEER documentation relative to QC/QA for project submittals.

1.1. Managing the Team:

- Lead, manage and direct design team activities
- Ensure Quality Control / Quality Assurance (QC/QA) is practiced in performance of the work.
- Communicate internally among team members
- Task and allocate team resources

1.2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements
- Conduct and document *monthly* project update meetings with CITY Project Manager
- Conduct and document *biweekly* internal design team meetings
- Conduct site visits (up to 3)

- Conduct one (1) review meeting with the CITY after each of the 30%, 60%, and 90% Design submittals
- Conduct QC/QA reviews and document those activities.
- Prepare invoices, and submit monthly in the format requested by the CITY. Prepare and submit monthly One Page Reports.
- Prepare and submit baseline Project Schedule initially, and monthly Project Schedule updates with a schedule narrative as updates occur.
- Coordinate with adjacent projects including:
  - 34th Street from Upland to Milwaukee
  - 50th Street from FM 179 to Upland
  - Frenship ISD new high school and associated development

1.3. QC/QA of Subconsultants

- The ENGINEER's subconsultants shall perform Quality Control/ Quality Assurance on all procedures, field surveys, data, and products prior to delivery to the CITY. ENGINEER's subconsultants shall certify in writing via a letter that the information provided has undergone a Quality Control/ Quality Assurance process.

1.4. QC/QA of Design Documentation

- ENGINEER shall perform a QC/QA review of all documents being submitted for review at all stages of the design. QA should be performed by an individual within the firm who is not on the design team.
- A Comment Resolution Log will be used to document conflicting comments between reviewers and to highlight comments made by the CITY that the ENGINEER is not incorporating into the design documents along with the associated explanation.
- The documentation of a QC/QA review includes electronic copies of the color-coded, original marked-up document (or "check print") developed during the QC checking process and/or review forms which sequentially list documents and associated comments.

ASSUMPTIONS

- One (1) pre-design project kickoff meeting with CITY
- Twelve (12) monthly project update meetings during design phase with the CITY
- Three (3) plan review meetings with the CITY
- Twenty (20) bi-weekly design team meetings
- Project design phase is anticipated to take twelve (12) months.
- Twelve (12) monthly updates of One Page Reports, Project Schedule, Action Items/Decisions Made Log.

- All submittals to the CITY will be quality checked prior to submission.

DELIVERABLES

A. Meeting summaries with action items

B. Baseline design schedule and monthly updates with schedule narrative describing any current or anticipated schedule changes

C. Monthly One Page Reports

D. Monthly invoices

E. QC/QA documentation

TASK 2. CONCEPTUAL DESIGN (SCHEMATIC)

The Conceptual Design shall be submitted to CITY per the approved Project Schedule.

The purpose of the Conceptual Design is for the ENGINEER to identify, develop, communicate through the defined deliverables, and recommend the design concept that successfully addresses the design problem, and to obtain the CITY's endorsement of this concept.

ENGINEER will develop the Conceptual Design of the improvements as follows:

2.1. Data Collection

- Review Available CAD and GIS files from CITY
- Gather Aerial, GIS, LiDAR Data
- Review available CITY records development including plats and drainage studies
- Review available Franchise Utility Data
- Setup CAD files based on Available Data
- Conduct up to two (2) site visits

2.2. Conceptual Design Schematic

ENGINEER will provide design services to the CITY with the following design components. All information listed will be provided on the design schematic:

<u>GENERAL DESIGN</u>

- TYPICAL SECTIONS – Including existing and proposed typical sections showing pavement (roadway, sidewalk, curb), ROW, lane widths (with direction arrows).
- ALIGNMENT DATA
- RIGHT-OF-WAY AND EASEMENT MAP – Including parcels numbers

<u>ROADWAY DESIGN</u>

- ROADWAY PLAN AND PROFILE – Including plan and profile views (Upland Avenue) showing existing and proposed horizontal and vertical roadway

alignments, existing and proposed right-of-way/easements, sidewalks, driveways, and existing utilities.

CROSS SECTION DESIGN

- CROSS SECTIONS – Including Upland Avenue centerline station at a 50' interval, existing top of ground line, proposed roadway section, and easement and right-of-way limits.

2.3. Conceptual Drainage Design Analysis

ENGINEER will provide design services to the CITY with the following design analysis. All information listed will be provided in the drainage design analysis:

- Hydrologic and hydraulic data sources for existing conditions.
- Project drainage area map
- Conveyance paths, slopes, time of concentration, and runoff coefficients as required to calculate design-year flows.
- Subdivided drainage areas into sub-areas and calculations of the discharge at each discharge location.
- ICPR H&H models of existing and proposed conditions
- Evaluation of adequacy of the ROW needed to accommodate the proposed roadway and drainage system.
- Identification and preliminary sizing of necessary offsite drainage easements.

2.4. Opinion of Probable Construction Cost

- ENGINEER will develop an opinion of probable construction cost (OPCC) based on design plans. Sources of data used in the preparation of the OPCC include construction data aggregation services, similar past project performed by ENGINEER, and professional experience and engineering judgement.

2.5. Utility Conflict Coordination

- ENGINEER will develop the design of CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs. Where conflicts cannot be avoided, coordination of Utility Conflicts will begin at the Conceptual Design phase.
- In the case of a public utility conflict, the ENGINEER will design CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.
- In the case of a private Utility Conflict, the ENGINEER will provide a PDF set of plans with the utility conflicts highlighted and a Utility Conflicts Table of those conflicts to be included in a Utility Clearance Letter for coordination. The ENGINEER may need to coordinate directly with the private utility provider if that provider needs to undertake design to adjust their utility's location.

- The ENGINEER shall deliver a PDF file of the approved preliminary schematic to the City for forwarding to all utility companies which have facilities within the limits of the project. The PDF file should be created directly from the CAD files.

ASSUMPTIONS

- Digital copy of Schematic (PDF).
- Digital copy of Drainage Analysis Report.
- Digital copy of opinion of probable construction cost.

DELIVERABLES

A. Conceptual Schematic

B. Conceptual Drainage Analysis Report

C. Opinion of Probable Construction Cost

D. Utility Conflict Coordination Package

TASK 3. PRELIMINARY DESIGN (60%)

ENGINEER shall not proceed with Preliminary Design activities without written approval by the CITY of the Conceptual Design Package. Preliminary Design shall be submitted to CITY per the approved Project Schedule.

ENGINEER will develop the Preliminary Design of the improvements as follows:

3.1. Preliminary Design Plans:

- ENGINEER will progress, update, or revise the design components listed in the Conceptual Design submittal and the additional design plans:

<u>GENERAL DESIGN</u>

- COVER SHEET – Including project limits and location map
- INDEX OF SHEETS
- GENERAL NOTES – Including applicable City standard general notes
- DESIGN LEGEND
- QUANTITY SUMMARY – Including tables of quantities per sheet
- SURVEY CONTROL AND PROJECT LAYOUT – Including control points with X, Y, Z coordinates, identified coordinate system, vertical datum, and bearing base.
- RIGHT-OF-WAY AND EASEMENT MAP – Including parcels numbers
- EXISTING UTILITY MAP – Including collected Level A-D SUE data (Task 8).
- CONSTRUCTION PHASING NARRATIVE AND TYPICAL SECTION – Including description of the suggested construction phasing and typical sections. The construction phasing narrative includes expectation and restrictions of the construction during the multi-phase project.

- CONSTRUCTION DETOUR PLAN – Including layout of allowable/approved detour plan to be utilized but the project
- TRAFFIC CONTROL DETAILS – Including applicable CITY and TxDOT traffic control details. Assumes that the Contractor will prepare and implement a traffic control plan in accordance with the Texas Manual on Uniform Traffic Control Devices.

ROADWAY DESIGN

- REMOVAL PLAN – Including removal of above and below ground features necessary for the construction of the project improvements.
- ROADWAY PLAN AND PROFILE – Including plan and profile sheets (Upland Avenue) showing existing and proposed horizontal and vertical roadway alignments, right-of-way/easements, sidewalks, driveways, lane dimensions, drainage structures, and City and franchise-owned utilities.
- ROADWAY KEY MAP
- SIDESTREET PLAN AND PROFILE – Including plan and profile sheets showing existing and proposed horizontal and vertical roadway alignments, right-of-way/easements, sidewalks, driveways, lane dimensions, drainage structures, and City and franchise-owned utilities.
- INTERSECTION LAYOUTS – Including spot grades and dimensions for grades at radii, fillets, and valley gutters at cross-street intersections.
- DRIVEWAY DETAILS - Including key elevations, dimensions, proposed driveway section, and easement and right-of-way limits.
- ROADWAY DETAILS – Including necessary non-standard details.
- STANDARD ROADWAY DETAILS

DRAINAGE DESIGN

- OVERALL DRAINAGE AREA MAP – Including delineate the watershed based on contour data and field verification and document existing street, right-of-way and drainage easement capacities for the subject site. A drainage area map will be drawn at maximum 1" = 200' scale from available 1-foot contour data with the contours labeled. Data source and year will be provided by the ENGINEER.
- STORMWATER ROUTING PLAN– Including proposed flow lines, HGL contours, lengths and slopes of outfalls, and finished floor requirements.
- CHANNEL PLAN AND PROFILE - Including plan and profile sheets showing existing and proposed horizontal and vertical drainage alignments, existing and proposed flow lines, HGL, lengths, slopes, and cross-section of proposed channel improvements.
- DRAINAGE DETAILS - Including necessary non-standard details.

UTILITY DESIGN

- MINOR UTILITY ADJUSTMENT PLAN – Including plan sheets for the minor adjustment (for example, adjustment of valve or manhole to proposed finished grade) of existing water and sanitary sewer utilities within the project area.
- CITY OF LUBBOCK - SANITARY SEWER DETAILS
- CITY OF LUBBOCK - WATER DETAILS

ILLUMINATION DESIGN

- ILLUMINATION PLAN – Including plan sheets showing proposed illumination pole, conduit, and electrical service. The development of a photometric diagram will be considered an additional service. The electrical design for the project will include the electrical distribution system for the lighting system described. There will be a minimum of two (2) electrical utility service locations and a maximum of three (3) electrical service locations.
- ILLUMINATION DETAILS

TRAFFIC SIGNAL DESIGN

- SIGNAL PLAN AND SUMMARIES – CITY Traffic Engineering department will develop the signal designs required for the project in coordination with the ENGINEER. Sheets, quantities and specifications will be developed by the CITY and incorporated into deliverable packages by ENGINEER.

SIGNING AND PAVEMENT MARKING DESIGN

- SIGNING AND PAVEMENT MARKING PLAN – Including pavement markings, traffic buttons, and traffic signage (CITY and TMUTCD compliant) for the roadway improvements.
- CITY OF LUBBOCK SIGNING AND PAVEMENT MARKING DETAILS

LANDSCAPE DESIGN

- LANDSCAPE PLAN – Including proposed locations of topsoil, sod, and hydromulch in relation to the proposed improvements.

EROSION CONTROL

- EROSION CONTROL PLAN – Including proposed locations of sediment and erosion control BMPs in relation to the proposed improvements.

3.2. Preliminary Design Project Manual (Contract and Specifications)

ENGINEER will submit all deliverables needed to prepare the Project Manual (Contract and Specifications) using the CITY's front end and technical specifications. The ENGINEER shall supplement the technical specifications, as needed.

3.3. Opinion of Probable Construction Cost

ENGINEER will develop an opinion of probable construction cost (OPCC) based on design plans. Sources of data used in the preparation of the OPCC include construction data aggregation services, similar past project performed by ENGINEER, and professional experience and engineering judgement.

3.4. Constructability Review Meeting

Prior to the Preliminary Design Review Meeting with the CITY, the ENGINEER shall schedule and attend a project site visit with the CITY Project Manager. The ENGINEER shall summarize the CITY's comments from the field visit and submit this information to the CITY in writing.

3.5. Utility Conflict Coordination

- ENGINEER will provide a digital set of plans in PDF format with the utility conflicts highlighted and a Utility Conflicts Table of those conflicts. The PDF file should be created directly from the CAD files.

ASSUMPTIONS

- Two (2) copies of half size (11"x17") plans.
- One (1) set of the Specifications.
- Two (2) copies of opinion of probable construction cost.
- Electronic copy (PDF) of the plans, specifications, and OPCC.

DELIVERABLES

A. Preliminary Design Plans

B. Preliminary Specifications

C. Opinion of Probable Construction Cost

D. Utility Conflict Coordination Package

TASK 4. FINAL DESIGN (90% AND 100%).

ENGINEER shall not proceed with Final Design activities without written approval by the CITY of the Preliminary Design Package. Final Design shall be submitted to CITY per the approved Project Schedule.

ENGINEER will develop the Final Design of the improvements as follows:

4.1. Final Design (90%) Plans:

- ENGINEER will progress, update, or revise the design plans listed in the Conceptual Design submittal and the additional design plans:

4.2. Final Design (90%) Specifications

- ENGINEER will prepare the Specifications using the CITY's front end and technical specifications. The ENGINEER shall supplement the technical specifications, as needed.

4.3. Opinion of Probable Construction Cost

- ENGINEER will develop an opinion of probable construction cost (OPCC) based on design plans. Sources of data used in the preparation of the OPCC include construction data aggregation services, similar past project performed by ENGINEER, and professional experience and engineering judgement.

4.4. Utility Conflict Coordination Package

- ENGINEER will provide a digital set of plans in PDF format with the utility conflicts highlighted and a Utility Conflicts Table of those conflicts. The PDF file should be created directly from the CAD files.

4.5. Final Design (100%) Plans:

- ENGINEER will progress, update, or revise the design plans listed in the Conceptual Design submittal and the additional design plans:

4.6. Final Design (100%) Specifications

- ENGINEER will prepare the Specificationsg using the CITY's front end and technical specifications. The ENGINEER shall supplement the technical specifications, as needed.

4.7. Opinion of Probable Construction Cost

- ENGINEER will develop an opinion of probable construction cost (OPCC) based on design plans. Sources of data used in the preparation of the OPCC include construction data aggregation services, similar past project performed by ENGINEER, and professional experience and engineering judgement.

ASSUMPTIONS

- Two (2) copies of half size (11"x17") plans for 90% and 100% Design.
- One (1) set of the Specifications for 90% and 100% Design.
- Two (2) copies of opinion of probable construction cost for 90% and 100% Design.
- Electronic copy (PDF) of the plans, project manual, and OPCC for 90% and 100% Design.

DELIVERABLES

A. Final Design Plans (90% and 100%)

B. Final Design Specifications (90% and 100%)

C. Opinion of Probable Construction Cost (90% and 100%)

D. Utility Conflict Coordination Package (90% and 100%)

TASK 5. BID PHASE SERVICES.

ENGINEER will support the bid phase of the project as follows.

5.1. Bid Support

- The ENGINEER will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidder's questions and requests in the form of addenda. Attend the pre-bid conference in support of the CITY.

- When substitution prior to award of contracts is allowed in the contract documents, the ENGINEER will advise the CITY as to the acceptability of alternate materials and equipment proposed by bidders.
- Attend the bid opening in support of the CITY.
- Tabulate and review all bids received for the construction project, assist the CITY in evaluating bids/proposals, and recommend award of the contract. A copy of the Bid Tabulation will be provided to the CITY.
- Assist the CITY in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- The ENGINEER will provide the CITY with a recommendation of award letter after the review of the provided bids.
- Incorporate all addenda into the contract documents and issue conformed sets. After the bid opening, ENGINEER will provide up to five (5) full size (22"x34") sets and up to seven (7) half size (11"x17") sets of the Conformed Plans and up to two (2) bound copies of the conformed Project Manual set incorporating all approved addenda.

ASSUMPTIONS

- The project will be bid only once and awarded to one contractor.
- Construction documents will only be made available on the City's document management system for plan holders and/or given to plan viewing rooms.
- Construction documents will *not* be printed by the CITY and made available for purchase by plan holders and/or given to plan viewing rooms.
- The project will be bid via the design, bid, and build process.

DELIVERABLES

A. Addenda (up to three (3))

B. Bid Tabulations

C. Recommendation of Award Letter

D. Conformed Plans and Project Manual

TASK 6. ROW/EASEMENT SERVICES.

ENGINEER will support and perform activities related to ROW and land as outlined below, per scoping direction and guidance from the CITY's Project Manager.

6.1. Right-of-Way/Easement Preparation and Submittal.

- The ENGINEER shall determine rights-of-way and easement needs for construction of the project. Required temporary and permanent easements will be identified based on available information and recommendations will be made for approval by the CITY.

- The ENGINEER shall prepare documents to be used to obtain right-of-way and permanent and/or temporary easements required to construct the improvements.
- The ENGINEER shall prepare a ROW and Easement parcel reference map showing and designating all land interest for project. The map shall be revised as necessary throughout the land acquisition process.
- ENGINEER shall perform appraisal services including a Market Study Report and individual appraisals for up to six (6) parcels.
- ENGINEER shall provide abstracting services for up to twelve (12) parcels with unknown ownership or potential prescriptive ROW parcels.
- Engineer shall provide title and negotiation services for twenty three (23) parcels including delivery of Initial Offer, negotiation with landowner, submitting signed conveyance documents/counteroffers to CITY, curing title issues and obtaining partial release of liens, delivery of Final Offer, recording original conveyance documents in the real property records and submitting final file to CITY.

ASSUMPTIONS

- Appraisals will be submitted to CITY for review to request approval to make offers.
- Condemnation services are considered an additional service.

DELIVERABLES

A. Up to twenty three (23) proposed right-of-way documents

B. Up to three (3) proposed easement documents

C. ROW and Easement parcel reference map

D. Market Study Report

E. Conveyance documents

TASK 7. SURVEY AND SUBSURFACE UTILITY ENGINEERING SERVICES.

ENGINEER will provide survey support as follows.

7.1. Design Survey and Right-of-Way/Easement Research

- ENGINEER will perform field surveys to collect horizontal and vertical elevations and other information needed by ENGINEER in design and preparation of plans for the project. Information gathered during the survey shall include topographic data, elevations of all sanitary and storm sewers, rim/invert elevations, location of buried utilities, water valves, water meters, curb and gutter, asphalt, concrete, structures, sidewalks, medians, fences, driveways, tops and toes of slope, utility poles, mailboxes, signs, telephone risers, trees (measure caliper, identify overall canopy, and have qualified arborist identify species of trees which are 6" in diameter or larger), and other visible features relevant to the final plan sheets. Existing drainage at intersections will be verified by field surveys. Spot elevations will be shown on intersection layouts with cross slope to fit intersecting grade lines.

- The minimum survey information to be provided on the plans shall include the following:
  - A Project Control Sheet, showing **ALL** Control Points, used or set while gathering data. Generally on a scale of not less than 1:400:
  - The following information about each Control Point;
    a. Identified (Existing. CITY Monument #8901, PK Nail, 5/8" Iron Rod)
    b. X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base.
    c. Descriptive Location (Ex. Set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North Side Drive and North Main Street).
  - Coordinates on all P.C.'s, P.T.'s, P.I.'s, Manholes, Valves, etc., in the same coordinate system, as the Control.
  - No less than two horizontal bench marks, per line or location.
  - Bearings given on all proposed centerlines, or baselines.
  - Station equations relating utilities to paving, when appropriate.
- Right-of-Way research includes review of property/right-of-way records based on current internet-based Lubbock Central Appraisal District (LCAD) information available at the start of the project and available on-ground property information (i.e. iron rods, fences, stakes, etc.). It does not include effort for chain of title research, parent track research, additional research for easements not included in the LCAD records, right-of-way takings, easement vacations and abandonments, right-of-way vacations, and street closures.

7.2. Temporary Right of Entry Preparation and Submittal

- Prior to the access of private property for the collection of existing conditions survey data, the ENGINEER shall prepare, mail, and monitor up to twenty three (23) temporary right of entry letters.

7.3. Subsurface Utility Engineering

- ENGINEER will perform the Level A-D Subsurface Utility Engineering (SUE) work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:
  Quality Level D (QL"D") – Information derived from existing utility records;
  Quality Level C (QL"C") - QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers.

Quality Level B (QL"B") – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
Quality Level A (QL"A") – Three dimensional (x,y,z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as "locating", this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

- Utilities to be designated include gas, telecommunications, electric, drainage, water and sanitary sewer.
- ENGINEER will designate the known subsurface utilities within the project limits utilizing geophysical equipment (electromagnetic induction, magnetic) to designate metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable).
- ENGINEER will provide appropriate traffic control measures (barricades and signs).
- ENGINEER will utilize non-destructive vacuum excavation equipment to excavate test holes at the required locations. Due to the risk of damage, ENGINEER will not attempt to probe or excavate test holes on any AC water lines unless approval is obtained from the CITY in advance. ENGINEER will record the utility type, size, material, depth to top, and general direction. Each test hole will be assigned a unique ID number and will be marked with a nail/disk. The test-hole ID number and other pertinent utility information will be painted at each test-hole location.
- ENGINEER shall provide up to six (6) test holes (estimated to be between 8 and 12 feet in depth and within existing pavement) Subsurface Utility Engineering (SUE) to Quality Level A, as described below:
    - Expose and locate utilities at specific locations.
    - Tie horizontal and vertical location of utility to survey control.
    - Provide utility size and configuration.
    - Provide paving thickness and type, where applicable.
    - Provide general soil type and site conditions and such other pertinent information as is reasonably ascertainable from each test hole site.
    - Backfill cored holes within existing concrete pavement with temporary concrete pavement to a minimum of 9" in depth.

DELIVERABLES

A. Drawing of the project layout with Level A-D SUE (including legend and table of Level A SUE data).

TASK 8. GEOTECHNICAL INVESTIGATION / PAVEMENT DESIGN.

ENGINEER will provide geotechnical investigation services to the CITY as follows:

8.1 Field Exploration

- Select and mark up to six (6) boring locations and notify Texas 811, appropriate CITY Department(s) to request location and marking of existing underground utilities prior to the field exploration.

8.2 Laboratory Testing

- Perform testing on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. ENGINEER will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor.
- Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:
    - Classification tests (liquid and plastic limits and percent passing the No. 200 sieve or gradation)
    - Moisture content
    - Dry unit weight
    - Unconfined compressive strength
    - pH lime series
    - Soluble sulfate content

8.3 Engineering Analysis and Reporting

- Prepare a technical memorandum of the geotechnical investigation to include:
    - Boring locations, boring logs, laboratory test results, and a key to the symbols used.
    - Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
    - Recommendations for pavement subgrade treatment
    - Pavement thickness calculations for both rigid and flexible pavement
    - Earthwork related recommendations for use during development of the plans and specifications

ASSUMPTIONS

- For core drilling, traffic control will be required, including closing a lane of traffic and providing flagmen.
- It is assumed that a truck-mounted drilling rig can access the drill locations. If drilling with a track-mounted rig is necessary, it will be considered an additional service to this contract.
- ENGINEER will coordinate with CITY to obtain the necessary permits for core drilling within the roadway.

- Soil boring locations are planned to be within the existing pavement and in locations where traffic control plans for roadway or lane closures will be necessary.
- Locations of the six (6) core borings will be adjusted for location based upon the existing utilities and ingress/egress onto Upland Avenue from the adjoining side streets.

DELIVERABLES

A. One (1) hard copy and one (1) electronic copy of geotechnical technical memorandum (including exhibits, soil boring results, summary of observations and pavement (surface and subgrade) recommendations).

TASK 9. PERMITTING.

ENGINEER will provide permitting support for the CITY to obtain any and all agreements and/or permits normally required for a project of this size and type, as follows:

9.1 Texas Department of Licensing and Regulation (TDLR)

- ENGINEER will provide permitting support for the CITY and will prepare plan layouts for Americans with Disabilities Act (ADA) and TDLR compliant sidewalks, curb ramps, pedestrian push buttons, and crosswalks.
- ENGINEER will retain the services of a TDLR Registered Accessibility Specialist (RAS) Inspector approved by the CITY.
- ENGINEER will be responsible for completing and submitting the inspection forms, paperwork, and RAS plan review during the design phase as required by the TDLR.
- During the construction phase, the CITY will coordinate one (1) RAS inspection with the ENGINEER and RAS Inspector no later than thirty (30) calendar days after construction substantial completion.
- ENGINEER will be compensated for the RAS Inspector costs by the CITY as a reimbursable expense.

9.2 Environmental Permit Evaluation

ENGINEER will evaluate the project area for regulatory permitting requirements primarily related to Section 404 of the Clean Water Act (Section 404) and other know permits. This information will be utilized to evaluate the project improvements to minimize regulatory requirements for the project.

<u>Desktop Evaluation</u>

- Prior to the site visit, ENGINEER's environmental scientists will assemble and review data such as aerial photographs, topographic maps, National Wetlands Inventory (NWI) maps, and soils data.

<u>Pedestrian Survey</u>

- ENGINEER's environmental scientist will conduct a pedestrian survey within the project limits (including approximately 200 feet upstream and downstream of the

existing culvert crossings) to document existing environmental conditions and assess potential environmental impacts. The presence and locations of waterbodies, including wetlands, potential federally-listed threatened and endangered species habitat, and vegetation cover types will be identified within the project area.

THC Coordination

- ENGINEER's environmental scientist will prepare and submit a consultation letter to the Texas Historical Commission (THC) to determine the potential for the project to impact protected cultural resources and provide results to the CITY. If follow up studies are requested by the THC, those studies can be provided as an additional service with written authorization from the CITY.

Conceptual Environmental Permitting Memorandum

- Information gathered during the pedestrian survey (and coordination with the project team and CITY) will be used to prepare a technical memorandum identifying potential environmental permitting requirements for the proposed improvements identified in the conceptual design phase.

ASSUMPTIONS

- Section 404 of the Clean Water Act (Section 404) regulates the discharge of materials within waters of the U.S. (such as streams, ponds, and wetlands), and the U.S. Army Corps of Engineers must issue a Section 404 permit prior to a regulated action. This scope assumes the intent of the future proposed project is to construct roadway improvements in accordance with the terms and conditions of Nationwide Permit (NWP) 14, Linear Transportation Projects.

DELIVERABLES

A. Conceptual Environmental Permitting Memorandum

9.3 Railroad Permitting

ENGINEER will provide Lubbock and Western Railway (LBWR) railroad coordination for the project improvements adjacent and within the railroad right-of-way. With the roadway widening, the at-grade railroad crossing improvements will include widening the existing concrete crossing surface and upgrading the two-gate crossing to a two-gate quiet zone crossing. The following coordination tasks will be completed by ENGINEER:

- Conduct one (1) Kickoff Coordination Meeting with LBWR
- Collect and review latest at-grade railroad standards from LBWR
- Attend one (1) diagnostic meeting and profile review notes and comments
- Provide 60%, 90%, and 100% designs to LBWR and
- Request LBWR design for crossing improvements
- Review LBWR design and cost estimate for crossing improvements
- Review existing railroad Notice of Intent (NOI) and coordinate modifications with Federal Railroad Administration (FRA)

ASSUMPTIONS

- LBWR RR will provide their own design services for the new, widened crossing. ENGINEER will facilitate coordination with proposed improvements outside of RR ROW.

PROGRAM MANAGEMENT:

TASK 10. PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) EVALUATION, SELECTION, AND IMPLEMENTATION.

ENGINEER will provide support the CITY in the use of a PMIS related to the overall bond program by evaluating, selecting and implementing PMIS as follows:

11.1 Facilitation of PMIS Evaluation and Selection

- Initial Coordination with two PMIS Software Providers - ENGINEER will coordinate with two PMIS software providers (Kahua and RT Vision) to gain a basic understanding of the capabilities and functionality of each software provider.

- Coordinate with City Departments to understand processes and workflows - ENGINEER will meet with Purchasing and Contract Management, Finance, and City Secretary's Office to gain a better understanding of the current processes and business practices of each department as it relates to capital improvement project contract management, procurement, invoicing, and records retention. The information gained for these discussions will assist in determining the capability of each PMIS software to integrate with the city's ERP and other software applications. Additionally, it will assist with the development of workflows and establishing an approval hierarchy during the implementation phase.

- Facilitate Demonstrations with other City departments - ENGINEER shall coordinate and facilitate presentations and demonstrations by each software provider to Purchasing and Contract Management, Finance, and City Secretary's Office as desired. Each discussion and/or presentation will be different for each of the three departments and will focus on the topics and areas of interest each department may have related to functionality and integration with their respective business processes and responsibilities related to capital project delivery.

10.1 Implementation of Selected PMIS

- Assist with final contract negotiations - ENGINEER shall assist the City with negotiations with the selected PMIS software provider and review draft agreements between the City and the selected software provider.

- Establish Roles, Permissions, Responsibilities - Based on the knowledge gained in meeting with Purchasing and Contract Management, Finance, and City Secretary's Office, ENGINEER shall assist the software provider in establishing specific permission, roles, and responsibilities based on departmental structure and organizational responsibilities during the implementation of the software.

- Establish Processes and Workflows – Based on the knowledge gained in meeting with Purchasing and Contract Management, Finance, and City Secretary's Office, ENGINEER shall assist the software provider in establishing workflows and automated processes to help improve efficiencies including procurement of services, contract management, applications for pay, document controls and archiving, and construction administration (shop drawing submittals, requests for information, etc.).
- Establish Dashboards and Reports – ENGINEER shall coordinate with the software provider to create dashboards and reporting capabilities that are not included in the standard software configuration.

ASSUMPTIONS

- City staff will coordinate with City IT department.
- Two (2) in person meetings, additional meetings will be virtual.

TASK 11. ROAD BOND PROGRAM MANAGEMENT AND STAFF AUGMENTATION SERVICES

ENGINEER will provide support the CITY in the management of the overall bond program by providing program management services and staff augmentation for the schedule duration of this contract shown in Exhibit B. As needed by the CITY, ENGINEER will provide the following items, up to the maximum contract value:

11.1 Develop a Functional Program Management Plan

- Hold one in-person meeting and two additional virtual meetings to discuss CITY processes needing to be included in the PMP and overall program implementation needs.
- Using the selected PMIS system, develop an operational program management plan for the Program Team's use. The plan will be in digital format and will be searchable.
- As part of the PMP development, the plan will be reviewed quarterly for any necessary updates/changes to processes, communication flow, etc.
- The plan will include program governance, communications, standard forms/templates, workflow processes (both inside and outside the selected PMIS system), and other sections as needed to assist with delivery of Program projects.

11.2 Risk Management

- Utilizing the selected PMIS system and/or a separate file, develop an Excel-based risk register to be utilized on each project and roll up to the Program level.
- Facilitate/conduct an every other month risk workshop on each project with city staff, design consultant, and construction contractor. Each workshop will assist

in identifying risk, impacts of risk, probability of risk, consequences of risk, mitigation strategies, and responsible individuals.

- The updated risk register will be kept on the PMIS system and/or other designated sharing site.

11.3 Schedule Monitoring and Management

- Develop, manage, and update an executive level program bond schedule that includes all the projects. The updated schedule will be kept on the PMIS system and/or other designated sharing site.
- Develop PowerBI or PMIS dashboards for project schedules.
- Validate and analyze monthly construction schedule for each project for accuracy and completeness. Provide a validation report for the file and review by the CITY.
- Analyze any Time Impact Analysis (TIA) submitted during construction for accuracy and completeness.
- Produce monthly schedule summary report for distribution to the Program Team. Report may be a part of the larger monthly report cycle.

11.4 Financial Monitoring and Management

- Track budgeted funds, encumbered funds, and expenditures on a monthly basis.
- Develop, manage and maintain detailed financial dashboards for each project using either PowerBI or selected PMIS system.
- Develop, manage, and maintain an executive level summary of financials – budget vs encumbered vs expended.
- Develop baseline annual cashflow and track actual annual cashflow.
- Develop an annual cashflow projection for the coming years based on prior year's actual expenditures and updated project schedules.
- Produce monthly financial summary report for distribution to the Program Team. Report may be a part of the larger monthly report cycle.

11.5 Program Progress Reporting (Reports, Data, Analysis, and Information intended for staff consumption)

- Hold quarterly meetings with city staff while projects are in construction, then transitioning to monthly meetings if needed once multiple projects progress into construction.
- Develop a written monthly status reports with abbreviated status update on each project, photos updates, snapshots from the Power BI/PMIS dashboards, schedule and financial summaries, and other information requested by the CITY.

- Development and delivery (if desired) of semi-annual presentations to City Council

11.6 Stakeholder Analysis, Public Engagement, and Communication Plan (Project updates and information intended for public consumption)

- Coordinate with CITY staff and the design consultant to complete a stakeholder analysis (output is used in the development of the Communication Plan)
- Develop public communication guidelines and standards. Include communication guidelines/plan in the PMP as a separate section. Update as needed throughout the duration of the contract.
- Facilitate public/stakeholder up to 4 engagement meetings at appropriate design milestones as directed by CITY for each project.
- Provide content (photos/updates) for the city's bond website for each project.
- Develop and deliver up to 4 presentations to impacted organizations and entities (Chamber of Commerce, Lubbock County, TTU, etc.)

11.7 Project Management Staff Augmentation

- As needed by the CITY provide project managers to augment the city's project delivery team as needed should the city experience an unexpected increase in workload or lose a member of the department's project delivery team. Due to the unknown nature of staff augmentee needs, written agreement between the CITY and ENGINEER on number, scope, personnel qualifications and duration will be required for this effort to begin.

11.8 Seek and evaluate opportunities to leverage external funding

- Review each project in the bond to determine if external funding opportunities are available.
- Evaluate the feasibility of securing external funding and the potential impact any additional project requirements may have on the scope or schedule.
- Assist with the development of grant applications if favorable funding opportunities are identified.
- During the quarterly update meetings, present on status of existing applications/funding and new funding opportunities. Provide update on funding in the monthly reports.

11.9 Land Acquisition

- Provide a single point of contract to coordinate with city staff to develop a land acquisition policy or guidance documents for the program that includes both consultants at city staff.
- Produce a prioritized list of the parcels to be acquired.
- Establish a process that includes roles and responsibilities and delegated authority. Include process in the PMP.
- Work with the CITY to establish a negotiating range and guidelines for requesting dedications versus paying appraised value
- Communication protocol related to draft appraisal reports will be included in the communication plan of the PMP.
- During the quarterly update meetings, present on status of land acquisition. Provide update on ROW in the monthly reports.

11.10 Franchise Utility Coordination

- Provide a single point of contact to coordinate with each design consultant to determine the franchise utilities impacting each project and also coordinate with each franchise utility company to prioritize relocations.
- As needed, facilitate meetings between the design consultants and the franchise utilities
- Assist franchise utility companies in obtaining any necessary city permits associated with the relocation of their facilities.
- During the quarterly update meetings, present on status of utility coordination. Provide update on utility conflicts in the monthly reports.

ASSUMPTIONS

- Road Bond Program Management and Staff Augmentation Services are to be provided for a duration of one year. Future Program Management Services will be authorized at a later date if desired by CITY.
- Meetings will be scheduled as requested by the City but assumptions were for:
  - PMP Task: One (1) in person meeting, two additional virtual meetings.
  - Risk Management Task: Every other month in person meetings with virtual option
  - Program Progress Reporting Task:
    - Quarterly in person staff updates
    - Semi annual updates for Council
  - Stakeholder Task:

- Up to four (4) in person presentations to public stakeholders around the area.
- Up to four (4) in person presentations to outside stakeholders around the area.

DELIVERABLES

A. Monthly and Quarterly Reports

B. Stakeholder and Council Presentations

EXHIBIT A, PART 2, ADDITIONAL SERVICES

Upland Avenue (from 34th Street to 50th Street) and

Program Management Services for Management of the Road Bond

Additional Services not included in the existing Scope of Services – CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Water and wastewater utility design.
- Traffic signal design.
- Condemnation services.
- Construction phase services of any kind, including pre-construction meetings, review of submittals, field visits, progress meetings, etc.
- Services related to development of the CITY's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Construction management and inspection services
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Effort exceeding those outlined in the "Assumptions" section of each task description.
- Survey documents exceeding the number shown in the contract.
- Property appraisals exceeding the number shown in the contract.
- Level A SUE test holes exceeding the number shown in the contract.
- Services related to Program Management that exceed the maximum effort specified by the contract.

EXHIBIT B

Budget for Engineering Design Related Services for
Upland Avenue (from 34th Street to 50th Street) and
Program Management Services for Management of the Road Bond

CITY and ENGINEER have established a not-to-exceed budget of $1,253,105 to complete all engineering design services and $386,038 to complete program management services as directed under this AGREEMENT. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT C. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented for the services of ENGINEER under this AGREEMENT are provided in this Exhibit B. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

ENGINEER agrees to complete these services as delineated above. Should there be a Change in Scope of Work or Time of Performance, then this can result in an amendment to this contract which shall be negotiated at that time.

The budget assumes that all work will be completed in in accordance within the proposed project schedule of 12 months. The schedule may be extended by six months if the CITY and ENGINEER mutually agree.

EXHIBIT C

Hourly Rate Schedule Compensation for Engineering Design Related Services for Upland Avenue (from 34th Street to 50th Street) and Program Management Services for Management of the Road Bond

LUBBOCK RATE SCHEDULE

Position	Rate
Principal / Group Manager	305
Technical Professional - 6	293
Technical Professional - 5	234
Technical Professional - 4	200
Technical Professional - 3	173
Technical Professional - 2	152
Technical Professional - 1	125
CAD Technician/Designer - 3	168
CAD Technician/Designer - 2	126
CAD Technician/Designer - 1	100
Senior CAD Technician/Designer	207
Construction Manager - 4	165
Construction Manager - 3	135
Construction Manager - 2	128
Construction Manager - 1	100
Corporate Project Support - 3	140
Corporate Project Support - 2	126
Corporate Project Support - 1	96
Intern/ Coop	65

Rates for In-House Services

Technology Charge

$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

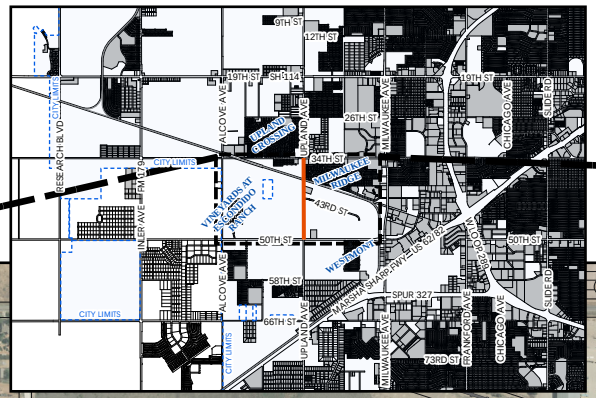
	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

3

Upland Avenue from 34th Street to 50th Street





0 500 1,000 2,000 3,000 4,000 5,000 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.

City of Lubbock TEXAS

Digital Orthophotography - May 2021

City of Lubbock
Capital Project
Project Cost Detail
January 10, 2022

Capital Project Number:	92815
Capital Project Name:	Upland Ave: 34th to 50th Street - 22B

Encumbered/Expended	**Budget**
Agenda Item January 5, 2023	
Contract 17074 with Freese and Nichols for Design Services	1,639,143
Encumbered/Expended To Date	1,639,143
Estimated Cost for Remaining Appropriation	
Upland Ave: 34th to 50th Street - 22B	2,360,857
Remaining Appropriation	-
Total Appropriation	$4,000,000

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Change Order No. 4 to Contract No. 15325, by and between the City of Lubbock, and Red River Construction, for the Southeast Water Reclamation Project - Plant 3 Improvements.

Item Summary

On August 11, 2020, the City Council awarded Contract 15325 to Red River Construction Company in the amount of $7,257,052 for the construction of the Southeast Water Reclamation Plant (SEWRP), Plant 3 Improvements Project. The work of the project includes replacement of rotating mechanisms in two secondary clarifiers, replacement of underground and overhead air piping, construction of a return activated sludge pumping station, and associated electrical improvements.

On January 26, 2021, the City Council authorized Change Order No. 1, for emergency repairs on a 36-inch influent pipe in the amount of $391,736.14, with a 91-day contract extension.

On September 9, 2021, the City Council authorized Change Order No. 2, for 11 contract modifications in the amount of $308,243.89, with a 119-day contract extension that incorporated additional air valves for sludge pumps, modifications of the non-potable water piping network, dewatering of the aeration basins and modifications to the aeration diffuser grid.

On May 10, 2022, the City Council authorized Change Order No. 3 in the amount of $103,024.94, with 39 days of additional time for construction. This change order included coating on the aeration basin influent pipe, replacement of existing valves, addition of new Return Activated Sludge (RAS) pumps, additional pumping and cleaning of clarifiers, and an epoxy injection credit.

Change Order No. 4 will incorporate 7 proposed contract modifications, including 2 new hot boxes at the RAS pump seal water panels, installation of 2 replacement 6-inch Waste Activated Sludge (WAS) plug valves, and 2 additional pipe supports for the air header. Staff and the Consulting Engineer negotiated Change Order No. 4 with Red River Construction Company in the amount of $118,677.78 and 64 days of additional time for construction.

Fiscal Impact

Change Order No. 4 in the amount of $118,677.78 is funded in Capital Improvement Project 92444, SEWRP Improvements Plant 3.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution
Change Order No.4
Original Contract
Change Order No.1
Change Order No.2
Change Order No.3
Location Exhibit
CIP Spreadsheet
Budget 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. 4 to that certain Contract No. 15325 by and between the City of Lubbock and Red River Construction for the Southeast Water Reclamation Project – Plant 3 Improvements, and related documents. Said Change Order No. 4 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.Contract 15325 CO#4 – SEWRP Plant 3
12.6.22

Office of Purchasing and Contract Management
Change Order

Contract No: 15325	Contractor: Red River Construction
Change Order No: 4	Contract Title: SEWRP – Plant 3 Improvements Project
Bid/RFP No: 20-15325-CM	Project No: 92444.9242.30000

"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:

Per attached backup material, this Change Order No. 4 includes the following items: **Item 1)** Furnishing and installing two replacement 6-in WAS plug valves at a cost of +$9,168.17 and 2 additional days of construction time. **Item 2** Furnishing and installing Y-strainers on NPW lines at Secondary Clarifiers and Scum Pump Stations at a cost of +$5,573.52 and 2 additional days of construction time. **Item 3)** Grout repair in Secondary Clarifier No. 1 at a cost of +$8,595.27 and 2 additional days of construction time. **Item 4)** Replacement of 30-inch Plug Valve for AB No. 2 is deferred with no cost or time. **Item 5)** Intermediate air header support at a cost of +$23,430.71 and 14 additional days of construction time. **Item 6)** Furnishing and installing two Hot Box enclosures at RAS pump seal water panels at a cost of +$53,068.41 and 14 additional days of construction time. **Item 7)** Modification of last air header support at a cost of +$18,841.70 and 30 additional days of construction time.

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:		$7,257,052.00
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) $50,000		**$118,677.78**
	COST CENTER: 92444	ACCOUNT: 9242.30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)		**1.64%**
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:		$803,004.97
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)		$921,682.75
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)		**12.70%**
G.	NEW CONTRACT AMOUNT (A+E):		**$8,178,734.75**

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	11/21/22 Date	(2) Project Architect/Engineer	11/21/22 Date
(3) Owner's Representative	12/05/2022 Date	(4) Director of Purchasing & Contract Management	12.06.22 Date
(5) Capital Project Manager	12/16/22 Date	(6) City Attorney	12-6-22 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 #: _____

carollo
Engineers...Working Wonders With Water®

November 21, 2022

Mr. Zoltan Fekete, P.E.
Senior Engineer
City of Lubbock, Texas
1314 Avenue K
Lubbock, TX 79401

Subject: SEWRP Plant 3 Improvements Project
Change Order #4

Dear Mr. Fekete:

Attached with this letter is documentation for Change Order #4.

Item	Description	Cost Impact	Time Impact	Status
1	Furnishing and installing two replacement 6-in WAS plug valves	+$9,168.17	2 days	Recommended by Carollo
2	Furnishing and installing Y-strainers on NPW lines at Secondary Clarifiers and Scum Pump Stations	+$5,573.52	2 days	Recommended by Carollo
3	Grout repair in Secondary Clarifier No. 1	+$8,595.27	2 days	Recommended by Carollo
4	Replacement of 30-inch Plug Valve for AB No. 2	+$85,397.32 (not included)	3 days (not included)	Deferred to future project
5	Additional intermediate air header support	+$23,430.71	14 days	Recommended by Carollo
6	Furnishing and installing two Hot Box enclosures at RAS pump seal water panels	+$53,068.41	14 days	Recommended as modified by Carollo
7	Modification of last pipe support with additional fixed pipe saddle	+$18,841.70	30 days	Recommended by Carollo
Total Contract Impacts from CO #4 PCOs:		**+$118,677.78**	**+64 days**	

Items recommended for inclusion with Change Order #4 are described in more detail as follows:

Item 1

Of the two WAS (waste activated sludge) pumps located in the Aeration Basin Piping Gallery, one is new with this Plant 3 Improvements Project, and the other was installed under the previous Solids Handling Improvements Project. Under this Project, the WAS pump installed previously has been relocated to the opposite end of the Aeration Basin Piping Gallery, a change that reduced the length of WAS piping required, and improved access for operation and maintenance. The relocated pump had used isolation valves associated with the original WAS pump the relocated pump replaced. The WAS pump isolation valves developed leaks related to the age of the valves, necessitating replacement of the two eccentric plug valves.

8911 Capital of Texas Highway North, Suite 2200, Austin, Texas 78759
P. 512.453.5383 F. 512.453.0101
carollo.com

Red River Construction (RRC) has proposed $9,168.17 and two additional days of contract time for furnishing and installing the replacement plug valves. The Engineer and RPR have reviewed the request, and have found the cost and time to be in line with what would be expected.

The following documents are attached to support Item 1:

1. Potential Change Order (PCO) #024 dated May 12, 2022 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #024 Response dated May 19, 2022 from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 2

Plant 3 has not had NPW (non-potable water) service for many years. The SEWRP Plant 3 Improvements Project includes a new NPW (non-potable water) loop to provide reliable NPW service water for washdown and spray nozzles. The NPW loops for both Plant 3 and Plant 4 have historically suffered with plugged lines due to IFAS media migrating from the Plant 4 aeration basins. To protect the spray nozzles associated with the two secondary clarifiers, and the two scum pump stations it is recommended that Y-strainers be installed on the NWP lines serving each clarifier and pump station.

RRC proposed a cost of $5,573.52 and two additional days of contract time to furnish and install the Y-strainers. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, and also agree with the request for a 2-day contract time extension associated with this additional work.

The following documents are attached to support Item 2:

1. Potential Change Order (PCO) #025 dated May 12, 2022 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #025 Response dated May 19, 2022 from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 3

The Plant 3 Improvements Project includes replacement of the sludge collection mechanism in each secondary clarifier. In the process of preparing the existing concrete floor of Secondary Clarifier No. 1 the Contractor discovered the original grout used to level the floor was delaminating from the underlying cast-in-place concrete floor in approximately a 40 ft by 60 ft section of the floor along the radius of the clarifier. It is important that the grout not end up breaking loose, and possibly damaging the new rotating hydraulic suction header. To eliminate the potential of future problems, the Contractor removed the delaminated grout, and replaced the grout with new non-shrink grout.

RRC proposed a cost of $8,595.27 and an additional 3 days of contract time for the grout replacement/repair. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, but believe a 2-day contract time extension for this additional work is enough.

The following documents are attached to support Item 3:

1. Potential Change Order (PCO) #026 dated June 13, 2022 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #026 Response dated July 12, 2022 from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 4

Each of the three aeration basins in Plant 3 have a 30-inch diameter plug valve for inlet isolation. The plug valve for Basin No. 2 is inoperable. The City requested a proposal for replacement of this plug valve. The Engineer recommended the plug valve be replaced by a knife gate valve, which costs much less than a plug valve, and is far easier to install, while providing the same service.

RRC proposed a cost of $85,397.32 and an additional 3 days of contract time for the valve replacement. The Engineer and RPR reviewed the proposal, and found the cost and time to be in line with what would be expected. but believe a 2-day contract time extension for this additional work is enough. **However, the City has elected to defer this improvement to a future project.** As such, PCO #027 has been voided, rather than rejected, and no cost or time for this Item 4 is reflected in Change Order #4.

The following documents are attached to support Item 4:

1. Potential Change Order (PCO) #027 dated June 22, 2022 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #027 Response dated July 12, 2022 from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 5

The SEWRP Plant 3 Improvements Project includes construction of a new elevated stainless steel air header to replace the buried air header that has corroded and is leaking. This leaking buried header is a replacement of the original buried air header, which was also replaced due to leaking. To support the new air header along the route in front of the blower building, to the aeration basin a series of drilled concrete piers were designed. The position of the piers was selected based on Record Drawing information for the location of buried piping and utilities, and to adequately support the 30-inch diameter header with the fewest number of drilled piers. During construction, the Contractor performed subsurface investigations, and determined that the pier that was to be located just before the first 45-degree bend would instead have to be

located after that bend. This relocation resulted in an unsupported length of air header that requires an intermediate support. This additional support cannot be a drilled pier, and will instead be a spread footing, and steel column, for which a detail was created by Carollo's structural subconsultant. Carollo issued a request for proposal to provide the intermediate support.

RRC proposed a cost of $23,430.71 and an additional 14 days of contract time for the additional work associated with constructing the intermediate pipe support. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, and agree with the request for a 14-day contract time extension associated with this additional work.

The following documents are attached to support Item 5:

1. PCO #028 dated August 16, 2022 from Jason Anderson of Carollo Engineers with the Request for Proposal and Structural Detail for the additional work.
2. PCO #028 Response with Proposal dated September 19, 2022 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.
3. PCO #028 Response dated October 14, 2022 from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 6

The SEWRP Plant 3 Improvements Project includes installation of four new vertical turbine solids handling (VTSH) RAS Pumps, two pumps per secondary clarifier. The pumps require seal water to the shaft bearings in the pump column, and this flow of water is critical to pump operation. During the extreme freezing temperatures of February 2021, the seal water piping on the Secondary Clarifier No. 2 RAS pumps (the only pair installed at the time) was insulated and temporarily heat-traced. Given the critical nature of the seal water panels, a more permanent solution was sought to eliminate the risk of the piping freezing. Carollo issued a request for proposal through a PCO, with a detail showing a proposed solution involving the installation of aluminum Hot Box enclosures around both seal water panels. The solution includes construction of new equipment pads beneath each seal water panel that will support the enclosure, and electrical connection of a pair of heaters inside each enclosure.

RRC proposed a cost of $53,068.41, and an additional 14 days of contract time for the additional work associated with furnishing and installing the two Hot Box enclosures. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, and agree with the request for a 14-day contract time extension associated with this additional work.

The following documents are attached to support Item 6:

1. PCO #029 dated September 15, 2022 from Jason Anderson of Carollo Engineers with the Request for Proposal and Structural Detail for the additional work.

2. PCO #029 Response with Proposal dated October 7, 2022 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.

3. PCO #029 Response dated October 14, 2022 from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 7

The Plant 3 Improvements Project did not propose any modifications to the four existing blowers, other than modifications to the suction and discharge piping. Unfortunately, one of the blowers suffered a failure requiring replacement. The replacement blower is on site, and the SEWRP staff would like assistance from the Contractor in placing the new blower on the equipment pad. Upon field investigation by the Contractor, they determined that the original concrete equipment pad was far enough out of level as to make installation of the new blower, and connection of the blower to the new piping extremely difficult. To avoid the need for excessive shimming, the Contractor proposes to demolish the existing equipment pad and construct a new, level pad. The new pad is recommended by the Engineer.

RRC proposed a cost of $27,862.92 for blower installation, and $3,801.00 for demolition and reconstruction of the existing blower pad ($31,663,92 total), and an additional 7 days of contract time for the additional work associated with installation of the new blower on a new equipment pad. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, and agree with the request for a 7-day contract time extension associated with this additional work.

The following documents are attached to support Item 7:

1. PCO #030 dated September 28, 2022, and PCO #030.1 dated November 9, 2022 from Heath Staffeld of RRC with the proposals and cost backup for the additional work.

2. PCO #030 Response dated October 14, 2022, and PCO #030.1 dated November 10, 2022 from Jason Anderson of Carollo Engineers with the Engineer's response to the proposals.

Item 8

Due to an accumulation of solids in the Plant 3 Primary Clarifiers, the new RAS pumps installed under the Plant 3 Improvements Project have experienced several instances of being plugged to the point a pump or pumps needed to be pulled to allow manual removal of material caught in the Vertical Turbine Solids Handling pump columns. The Contractor previously submitted a PCO #019 for the cost to pull two RAS pumps the first time a full-stoppage occurred, shipping the pumps to the Manufacturer's shop in Waco for evaluation and repair. In this PCO #019 the Contractor also submitted a cost for additional instances of pulling pumps for clearing (not to ship for repair) at $4,485.94 per incident.

RRC proposed a cost of $26,915.64, and an additional 6 days of contract time for the additional work associated with six addition times to pull and de-clog pumps. The Engineer and RPR have

reviewed the proposal, and have found the cost and effort to be in line with what would be expected, but do not agree with the request for a 6-day contract time extension associated with this additional work.

The following documents are attached to support Item 8:

1. PCO #031 dated October 18, 2022 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #031 Response dated October 24, 2022 from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 7

The new air piping includes a new elevated 30-inch diameter stainless steel pipe from the blower building to the aeration basins. Once reaching the existing aeration basin piping gallery, the air piping changes from being supported by drilled concrete piers to being supported from stainless steel supports bolted through the north wall of the aeration basin piping gallery wall. Each support has a top plate with either a single unrestrained pipe saddle functioning as an intermediate support, or with two pipe saddles, one fixed, and one sliding, to control expansion, and support on either side of a pipe coupling. The last support before the end of the air header is used to support the 30-inch by 20-inch tee that conveys air to Aeration Basin 3. This last support was shown with a single fixed pipe saddle, but the tee is connected with a pipe coupling that should be supported on either side of the coupling. A temporary pipe support has been in place to support the tee, and the Contractor was asked to propose the cost and time for modification of the pipe support to allow addition of a second pipe saddle. The Engineer worked with their Structural Subconsultant to develop a detail for stiffening the top plate to allow the existing support to function as needed with two pipe saddles.

RRC proposed a cost of $18,841.70, and an additional 30 days of contract time for the additional work associated with material and welding to add a second pipe saddle support. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, and agree with the request for a 30-day contract time extension associated with this additional work due to the lead time on the additional stainless steel pipe saddle support.

The following documents are attached to support Item 8:

1. PCO #032 dated November 3, 2022 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #032 Response dated November 4, 2022 from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

The change in contract price associated with items 1 through 9 is summarized below:

- Original contract price : $7,257,052.00

- Net increase in price of this change order: +$118,677.78
- Contract price with all approved change orders: $8,178,734.75
- Original contract time: 600 Days to Final Completion
- Net increase of time with this change order: +64 days
- Contract time with all approved change orders: 913 days to Final Completion

After you have had a chance to review this information, we are available to discuss any questions or comments, at your convenience. Please contact, Jason Anderson, or myself with any questions.

Thank you for the opportunity to provide construction phase services for the City of Lubbock. We look forward to continuing to work with you and City staff on this project through its successful completion.

Sincerely,

CAROLLO ENGINEERS, INC.

Hani E. Michel

Hani E. Michel, P.E.
Project Manager

JEA:jea

cc: Josh Kristinek, P.E.
Mary Gonzales
Mark Aaron Carpenter
Jason Anderson, P.E.

REVISED

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: June 10, 2020

PROJECT NUMBER: **RFP 20-15325-CM Southeast Water Reclamation Plant - Plant 3 Improvements Project**

Proposal of Red River Construction Co. (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 **Southeast Water Reclamation Plant - Plant 3 Improvements Project** 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
1	All Work as defined in the Contract Documents for Construction except those items listed separately below	1	LS	3,690,000	[redacted]
2	Mobilization, Demobilization, and Stormwater Pollution Prevention Plan	1	LS	500,000	
3a	All Work as defined in the Contract Documents for Aeration Basin and Secondary Clarifier Structural Repair as defined in Section 03926	240	CU FT	200	48,000
3b	All Work as defined in the Contract Documents for Aeration Basin and Secondary Clarifier Crack Injection with Epoxy as defined in Section 03931	3000	LF	38	~~228,000~~ 114,000
4	Bid for the development, design, and implementation of a trench safety system as required by OSHA and for the assumption of responsibility by such said system	1	LS	143,800	[redacted]
5	Secondary clarifier equipment as defined in Section 11355A	1	LS	610,900	

REVISED

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
6	RAS pump equipment as defined in Section 11312D	1	LS	484,500	
7	Pre-negotiated Bid Price for scum pump equipment and pre-rotation chambers as defined in Section 11313F	1	LS	124,562	124,562
8	Pre-negotiated Bid Price for rotary lobe pump equipment as defined in Section 11312R	1	LS	56,590	56,590
9	Total Price for remainder of the Work for Pre-negotiated Items 7 and 8, as defined in Section 01000, Item 40.04	1	LS	63,800	
10	Motor control centers as defined in Section 16444	1	LS	83,200	
11	Add/Deduct – Final Adjustment to Bid, but not including previous Bid Items 1 through 10	1	LS	0	
	Total (Items 1-11)			**$** ~~6,033,352~~ **$5,919,352**	

Add Alternate:

12	Stainless steel aeration piping, valves, and associated supports	1	LS	1,337,700	

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 540 **(to Substantial Completion Milestones 1 and 2)**

TOTAL CONSECUTIVE CALENDAR DAYS: 600 **(to Final Completion)**

(not to exceed 560 days to Substantial Completion / 600 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 (NTP)" of the Owner, to substantially complete the work within **560 Consecutive Calendar Days** following NTP, and to finally complete the project within a total contract time of **600 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **$2,500** for each consecutive calendar day in excess of the time to substantial completion for the work as defined in Specification Section 01140, and the sum of **$1,500** for each

Resolution No. 2021-R0030
Item No. 6.1.5
January 26, 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. 01 to that certain Contract No. 15325 by and between the City of Lubbock and Red River Construction, for SEWRP – Plant 3 Improvements Project, per Bid # 20-15325-CM, and related documents. Said Change Order No. 01 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 26, 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.ChgOrd#1Contract- 15325 Red River
01.11.21

Office of Purchasing and Contract Management
Change Order

Contract No: 15325	Contractor: Red River Construction
Change Order No: 1	Contract Title: SEWRP – Plant 3 Improvements Project
Bid/RFP No: 20-15325-CM	Project No: 92444.9242.30000

"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:

Per attached backup material, this Change Order #1 includes the following items: **Item 1)** Setup of emergency bypass pumping and bypass pumping for two months at a cost of $233,487.81 and 49 additional days. **Item 2)** Reduction in the size of the Engineer's on-site trailer and reduction in office equipment requirements at a credit of $2,616.66. **Item 3)** Emergency replacement of 50 year old 39" and 30" Prestressed Concrete Cylinder Pressure (PCCP) pipe with 36" PS75 and 30" PVC C-900 pipe at a cost of $160,864.99 and 42 additional days of construction time.

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:		$7,257,052.00
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) $50,000		$391,736.14
	COST CENTER: 92444	ACCOUNT: 9242.30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)		5.40%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:		$0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)		$391.736.14
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)		5.40%
G.	NEW CONTRACT AMOUNT (A+E):		$7,648,788.14

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 — Date: 12/22/20

(2) Project Architect/Engineer — Date: 12/22/20

(3) Owner's Representative — Date: 12/20/2020

(4) Director of Purchasing & Contract Management — Date: 12/29/20

(5) Capital Project Manager — Date: 1-11-21

(6) City Attorney — Date: 1-11-21

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

(7) Mayor — Date: 1/26/2021

(8) City Secretary — Date: 1/26/2021

Council Date: January 26, 2021 Agenda Item #: 6.1.5 Resolution #: 2021-R0030

carollo
Engineers...Working Wonders With Water®

December 21, 2020

Mr. Zoltan Fekete, P.E.
Senior Engineer
City of Lubbock, Texas
1314 Avenue K
Lubbock, TX 79401

Subject: SEWRP Plant 3 Improvements Project
Change Order #1

Dear Mr. Fekete:

Attached with this letter is documentation for Change Order #1.

Item	Description	Cost Impact	Time Impact	Status
1	Setup of emergency bypass pumping, and emergency bypass pumping for two months	+$233,487.81	49 days	Recommended by Carollo
2	Reduction in the size of the Engineer's on-site trailer, and reduction in office equipment requirements	-$2,616.66	No Time	Recommended by Carollo
3	Emergency replacement of 50-yr old 39" and 30" PCCP pipe with 36" and 30" C900 PVC pipe	+$160,864.99	42 days	Recommended by Carollo
	Total Contract Impacts from CO #1 PCOs:	**+$391,736.14**	**+91 days**	

Items recommended for inclusion with Change Order #1 are described in more detail as follows:

Item 1

In late October, 2020 Red River Construction Company, Inc. (RRC) was excavating between Plant 3 Secondary Clarifiers 1 and 2 to locate the 39-inch aeration basin influent line that runs between the clarifiers, and ultimately to locate the 18-inch return activated sludge (RAS) lines that the project requires tie-in of, which are located at an elevation deeper than the aeration basin influent line. The RRC excavator had not yet exposed the 39-inch pipe when water began to well up from the pipe and fill the excavation. RRC immediately formed a berm around the hole to contain the water, and began putting available pumps in place to dewater the hole, and pump to the adjacent RAS splitter box. RRC enlisted a subcontractor to set up larger pumps and piping required to bypass pump the flow from the primary clarifiers upstream of the aeration basins, to the aeration basins. It was more than two weeks before RRC was able to stop flow from the primary clarifiers, stop backflow from the aeration basins, and pump the excavation dry to see the condition of the pipe. Photos are included that show the condition of the pipe, which had seven large holes in the pipe crown within the length of the excavation alone. The bypass pumping required attendance around the clock by RRC personnel.

8911 Capital of Texas Highway North, Suite 2200, Austin, Texas 78759
P. 512.453.5383 F. 512.453.0101
carollo.com

RRC is requesting $233,487.81 and an additional 49 days of contract time for additional work required to install the bypass pumping, attend the pumping activities, and for the cost of the pumps, piping, and diesel fuel. The Engineer and RPR have reviewed the request, and have found the cost and effort to be in line with what would be expected.

The following documents are attached to support Item 1:

1. Potential Change Order (PCO) #1 dated November 11, 2020 from Dean Porter of RRC with the proposal and cost backup for the unforeseen work.
2. PCO #1 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 2

Through Specification Section 01500 – Temporary Facilities and Controls, the Plant 3 Improvement Project included a requirement for RRC to provide an on-site trailer for use by the Engineer, with office furniture, and office equipment. It was decided after construction began that a smaller trailer than specified would be sufficient, and that there would be no need for the printer/copier, but that a single Dell Tablet Computer would be desired. Based upon this information, RRC determined the savings resulting from the smaller trailer, and substitution of the printer/copier with a tablet computer, proposing a credit back to the City of $2,616.66. The Engineer and RPR have reviewed the proposal, and have found the credit to be in line with what would be expected.

The following documents are attached to support Item 2:

1. PCO #2 dated December 4, 2020 as submitted by Carollo Engineers.
2. PCO #2 Response from Dean Porter of RRC with the proposal for the credit back to the City.
3. PCO #2 Proposal Approval from Jason Anderson of Carollo Engineers.

Item 3

The Plant 3 Improvements Project did not intend any change to the influent piping to the aeration basins, or any of the piping from the primary clarifiers. Based upon the conditions found that required bypass pumping as presented in PCO #1, it was determined that the 39-inch C301 wire-wrapped pre-stressed concrete cylinder pipe (PCCP) pipe would need to be replaced to allow the Project to continue. 39-inch PCCP is no longer manufactured by companies that produce PCCP pipe. As such, it was recommended by the Engineer that the 39-inch PCCP pipe be replaced with the readily-available 36-inch C900 PVC pipe. The City of Lubbock even had enough 36-inch C900 PVC pipe in inventory that RRC would only need to purchase the ductile iron fittings required for bends, and replacement of the wye where the 30-inch PCCP pipes from the two primary clarifiers join.

Given the condition of the 39-inch PCCP pipe, and given that the 30-inch PCCP pipe from each primary clarifier was also 50 years old, the Engineer and Contractor both recommended replacing the pipe all the way back to each primary clarifier. This pipe replacement would ultimately reduce the cost and time required, as a fitting allowing transition from C900 PVC to PCCP would be very expensive and have a very long lead time. Therefore, RRC also purchased the fittings and C900 PVC pipe required to completely replace the old PCCP pipe between the primary clarifiers and the aeration basins.

The cost of purchase and installation of the new C900 PVC piping and fittings totals $370,264.99. However, there is $209,400 of 24-inch ductile iron RAS piping in the RRC Schedule of Values that will no longer be required once the new 36-inch C900 PVC pipe is in place. With the credit for the 24-inch RAS piping, RRC is requesting $160,864.99 and an additional 42 days of contract time for the cost and effort required to replace the PCCP pipe with C900 PVC pipe. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected.

The following documents are attached to support Item 3:

1. PCO #3 dated December 8, 2014 as submitted by Dean Porter of RRC with the proposal and cost backup for the unforeseen work.

2. PCO #3 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

The change in contract price associated with items 1 through 3 is summarized below:

- Original contract price : $7,257,052
- Net increase in price of this change order: +$391,736.14
- Contract price with all approved change orders: $7,648,788.14
- Original contract time: 600 Days to Final Completion
- Net increase of time with this change order: +91 days
- Contract time with all approved change orders: 691 days to Final Completion

After you have had a chance to review this information, we are available to discuss any questions or comments, at your convenience. Please contact, Jason Anderson, or myself with any questions.

Thank you for the opportunity to provide construction phase services for the City of Lubbock. We look forward to continuing to work with you and City staff on this project through its successful completion.

Sincerely,

CAROLLO ENGINEERS, INC.

Hani E. Michel

Hani E. Michel, P.E.
Project Manager

JEA:jea

cc: Josh Kristinek, P.E.
Mary Gonzales
Mark Aaron Carpenter
Jason Anderson, P.E.

PCO # 1

SEWRP Plant 3 Improvements
Capital Improvements Program



Bypass pumping due to deterioration in the Primary Clarifier Effluent Lines

Type:	Request for Proposal
Contract:	15325
Contractor:	Red River Construction Co
ISO Currency Code:	USD

Submitted :	11/18/2020
Submitted To:	Carollo Engineers
Status:	Closed
Priority:	Critical

Created By:	Red River Construction Co., Dean Porter
Created:	11/18/2020

Change Date:	10/21/2020
Schedule ID:	
Not to Exceed $:	250,000.00
Set:	Mechanical

Approved Thru Last:	0.00
Amount Added:	233,487.81
New Approved Amount:	233,487.81
Current Contract Duration:	600
Days Added:	49
New Contract Duration:	649

Proposed Design Change Summary:

Locate leaks and set up bypass pumping for Primary Clarifier Effluent to the Aeration Basins to keep train online up to 3.5 MGD. Continue bypass pumping until leaks are repaired and line is put back in service.

References

Drawing 00G06	PROPOSED PROCESS SCHEMATIC - RAS / WAS/ SCUM	39" PRI EFF line is shown between the Secondary Clarifiers	Published

eadoc

DESCRIPTION OF PROPOSED MODIFICATION

PROJECT: Southeast Water Reclamation Plant - Plant 3 Improvements
OWNER: City of Lubbock
CONTRACTOR: RED RIVER CONSTRUCTION CO.
ENGINEER: Carollo Engineers
REFERENCE: Bypass pumping due to the Primary Clarifier Effluent line deterioration from gases - Drawing 00G06

PROJECT NUMBER
RFP 20-15325-CM
348
8900B.10
Date: Nov. 18, 2020

The Contractor proposes to make the following additions, modifications, or deletions to the Work described in the Contract Documents:

Initial Bypass Pumping & Setup thru 11/7/2020

During our process of field verifying the piping for the project, the 39" primary clarifier effluent line blew out while we were digging up the 18" RAS line at the secondary clarifier #2. We immediately began a program of pumping out the area to try to find out the problem. Unfortunately, the plant had no where to relocate the flow and we set up a bypass system to help. The initial findings were that the 39" line had deteriorated in the top section of the pipe and a serries of holes were found. Bypass pumping was not part of this contract nor was any work on the 39" line. Therefore, we feel this is a change in conditions for the project and the costs thru November 7th were as follows:

1 lt	Temporary piping @Aeration	4,355.10	$4,355.10
1 lt	6" Bypass Pump	1,950.42	$1,950.42
2 ea	12" Bypass Pumps	7,941.88	$15,883.76
1 lt	12" HDPE Bypass Pipe & System Setup		$14,613.76
1 ea	Trench Box		$2,710.58
1 lot	Fuel		$2,438.58
1 lot	Small Tools and Miscellaneous		$1,159.25
1 lot	Pickup		$755.90
1 lot	Temporary Housing		$850.00
374 hrs	Labor	25.00	$9,350.00
187 hrs	Equipment Operator	30.00	$5,610.00
188 hrs	Supervision	43.75	$8,225.00
47%	Labor Burden		$10,896.95
		Subtotal:	**$78,799.30**
	Contractor's Fee		**$11,819.90**
	Bonds and Insurance		**$1,359.29**
		Total:	**$91,978.49**

We also request a 3 week time extension to the Contract due to the additional work.

Additional Bypass Pumping starting 11/8/2020

In addition to the above, the bypass pumping will remain in service with a flow up to 3 MGD until the 39" goes back in service. This will require full time servicing as follows (per month):

2 ea	12" Bypass Pumps	7,941.88	$15,883.76	
1 lot	Fuel		$3,960.48	
1 lot	Small Tools and Micellaneous		$1,141.00	
1 lot	Pickup		$755.90	
1 lot	Misc. tools and handling equipment		$4,480.00	
1 lot	Temporary Housing		$850.00	
448 hrs	Labor	25.00	$11,200.00	
224 hrs	Equipment Operator	30.00	$6,720.00	
112 hrs	Supervision	43.75	$4,900.00	
47%	Labor Burden		$10,725.40	
		Subtotal:	**$60,616.54**	
	Contractor's Fee		**$9,092.48**	
	Bonds and Insurance		**$1,045.64**	
		Total:	**$70,754.66**	**per month**
			$19,233.69	**per week**
			$4,670.76	**per day**

We also request a 4 week time extension per 28 day month to the Contract due to the additional work.

Prepared by **Red River Construction Co.**

By: _____

Dean Porter, President

PCO # 2

SEWRP Plant 3 Improvements
Capital Improvements Program



Substitution of the Engineer's Field Office Trailer and Office Equipment

Type:	Request for Proposal	**Submitted :**	12/04/2020
Contract:	15325	**Submitted To:**	Dean Porter,Red River Construction Co.
Contractor:	Red River Construction Co.	**Revision Date:**	
ISO Currency Code:	USD	**Status:**	Closed
		Priority:	Normal

Created By:	Carollo Engineers, Jason Anderson
Created:	12/02/2020

Change Date:	12/04/2020
Schedule ID:	
Not to Exceed $:	0.00
Set:	

Approved Thru Last:	233,487.81
Amount Added:	-2,616.66
New Approved Amount:	230,871.15
Current Contract Duration:	649
Days Added:	0
New Contract Duration:	649

Proposed Design Change Summary:
Specification Section 01500 - Temporary Facilities and Controls, Part 1, 1.12 Contractor Field Offices and Sheds, C. Engineers field office specifies the requirements for a 10 ft by 46 ft trailer for use by the Engineer in the field, including janitorial services, office furniture, refrigerator, etc.

In this same section, 1.13 Field Office Data Service and Equipment specifies Internet service requirements, and provision of a printer/scanner.

In lieu of the larger trailer, it is acceptable to the Engineer to provide a much smaller trailer as readily available. In lieu of the printer, the Engineer requests a single Dell Tablet Computer be provided. This computer will remain the property of the Engineer/City of Lubbock. The specifications for this tablet are attached.

The Engineer requests a proposal for the Dell Tablet Computer, and a credit, as appropriate, for the reduced requirements specified in Section 01500 1.12 and 1.13.

eadoc

DESCRIPTION OF PROPOSED ORDER #2

PROJECT: **Southeast Water Reclamation Plant - Plant 3 Improvements**
OWNER: **City of Lubbock**
CONTRACTOR: **RED RIVER CONSTRUCTION CO.**
ENGINEER: **Carollo Engineers**
REFERENCE: **PCO#2 Provide Dell Tablet Computer in lieu of Copier and smaller office.**

PROJECT NUMBER
RFP 20-15325-CM
348
8900B.10
Date: Dec. 8, 2020

The Contractor proposes to make the following additions, modifications, or deletions to the Work described in the Contract Documents:

The cost will be as follows:

1 ea	Delete Copier	(2,124.75)	($2,124.75)
1 ea	Delete Copier Supplies	(1,098.46)	($1,098.46)
1 ea	Dell Latitude 7200 PC 2 in 1 Tablet	1,545.22	$1,545.22
1 ea	Downsize Office Trailer	(900.00)	($900.00)
0 hrs	Labor	25.00	$0.00
0 hrs	Equipment Operator	30.00	$0.00
0 hrs	Welder	35.00	$0.00
0 hrs	Supervision	43.75	$0.00
47%	Labor Burden		$0.00
		Subtotal:	**($2,577.99)**
	Bonds and Insurance		**($38.67)**
		Total:	**($2,616.66)**

Prepared by **Red River Construction Co.**

By: _____

Dean Porter, President

PCO # 3

SEWRP Plant 3 Improvements
Capital Improvements Program



Emergency 39" pipeline replacement from Primary Clarifiers to Aeration Basins

Type:	Request for Proposal
Contract:	15325
Contractor:	Red River Construction Co.
ISO Currency Code:	USD

Submitted :	12/08/2020
Submitted To:	Carollo Engineers
Status:	Closed
Priority:	Critical
Due Date:	12/15/2020

Created By:	Red River Construction Co., Dean Porter
Created:	12/08/2020

Change Date:	
Schedule ID:	
Not to Exceed $:	370,000.00
Set:	Civil

Approved Thru Last:	230,871.15
Amount Added:	160,864.99
New Approved Amount:	391,736.14
Current Contract Duration:	649
Days Added:	42
New Contract Duration:	691

Proposed Design Change Summary:

39" concrete pressure pipe deteriorated over 50 years of service and blew out in numerous locations. Replace it with 36" PVC pipe. Replace 30" Primary Clarifier feeders to the 39" with 30" PVC pipe. Modify the new RAS pump discharges to dump into the 36" line directly. Remove 39" pipe where possible and fill line under the existing transformers. Provide staircase over new tie-in in Aeration Basin Gallery.

Files

Pipeline CO.pdf	113.31 KB

eadoc

DESCRIPTION OF PROPOSED MODIFICATION

PROJECT: Southeast Water Reclamation Plant - Plant 3 Improvements
OWNER: City of Lubbock
CONTRACTOR: RED RIVER CONSTRUCTION CO.
ENGINEER: Carollo Engineers
REFERENCE: Replacing the 39" Primary Effluent line due to deterioration from gases - Drawing 00G06

PROJECT NUMBER
RFP 20-15325-CM
348
8900B.10
Date: Dec. 8, 2020

The Contractor proposes to make the following additions, modifications, or deletions to the Work described in the Contract Documents:

39" & 30" Pipe Replacement

Replace 39" Primary Effluent in the Aeration Basin Gallery thru the 39" wye and to the Primary Clarifiers via 30" PVC. This is based on relocating tee in the gallery and rotating it toward the north wall including reusing the existing piping. A new pipe from the tee thru the north wall will be installed in a cored hole thru the wall. Wall sealed with Linkseals. An aluminum stairs over the pipe will be installed. The 39" pipe will be replaced with 36" PVC pipe from the City. New fittings with MJ restraints will be installed by Red River. Pipe will reduce after the wye down to 30" PVC. Pipe will have a gradual slope from the Gallery pipe to the wye. Final elevation changes to Clarifier outlets will be adjusted by 45 bends. Existing 39" & 24" piping under transformer pads will be filled with flowable fill. The 24" will be capped/plugged with concrete. Most of the rest of the 39" & 30" pipe will be demoed during replacement. The 24" RAS line that was to be demoed and filled has been deleted. The 12" RAS Pump Discharge lines will connect directly to the new 36" pipeline. The cost will be as follows:

160	lf	30" PVC pipe	131.00	$20,960.00
5	ea	30" MJ 45 Bends	2,349.60	$11,748.00
1	ea	36" MJ Wye	15,288.00	$15,288.00
1	ea	36" MJ x PE DI pipe LL=12'	8,221.20	$8,221.20
2	ea	36"x30" MJ Reducers	2,586.00	$5,172.00
6	ea	36" MJ Restraining Glands	1,750.00	$10,500.00
12	ea	30" MJ Restraining Glands	806.00	$9,672.00
1	ea	36" Flange Coupling Adapter	4,734.00	$4,734.00
2	ea	30" Steel Flanges w/P401 repair kits	943.00	$1,886.00
2	ea	36x12 Tapping Saddles	2,855.46	$5,710.92
1	ea	36" Flange Bolt & Gaskets Sets	987.00	$987.00
4	ea	30" Flange Bolt & Gaskets Sets	806.00	$3,224.00
1	lot	Miscellaneous pipe supplies		$6,425.16
300	cy	Embedment	45.00	$13,500.00
1	lot	Flowable fill & Blocking		$4,760.00
1	lot	42" Core thru wall		$8,200.00
1	lot	Linkseals		$1,260.00
2	ea	Epoxy Grout Seal Walls @Primary	460.00	$920.00
1	lot	Alum Crossover Staircase		$17,676.00
1	lot	Trucking and Haul-off		$3,660.00
2	mo	Excavator	6,100.00	$12,200.00
2	mo	Backhoe	2,250.00	$4,500.00
2	mo	Loader	3,000.00	$6,000.00
2	mo	Trench Compactor	3,300.00	$6,600.00
2	mo	Trench Boxes	2,400.00	$4,800.00
2	mo	Air compressor & Hammer	650.00	$1,300.00
1	lot	Tampers		$1,200.00
1	lot	Pickups		$3,023.60
1	lot	Starage Van		$200.00
1	lot	Equipment Maintenance		$4,620.00
1	lot	Fuel, Oil, Grease		$7,700.00
1	lot	Small Tools and Micellaneous Rentals		$4,822.50
1	lot	Temporary Housing		$11,220.00
1348	hrs	Labor	25.00	$33,700.00
642	hrs	Equipment Operator	30.00	$19,260.00
24	hrs	Welder	35.00	$840.00
240	hrs	Supervision	43.75	$10,500.00
	47%	Labor Burden		$30,221.00
			Subtotal:	**$317,211.38**
		Contractor's Fee		**$47,581.71**
		Bonds and Insurance		**$5,471.90**
			Total:	**$370,264.99**
Item 1.009		Delete 24" RAS line thru Bypass Tee w/temp. plug		($48,100.00)
Item 1.010		Delete Rotate 24" RAS 90 bend		($7,000.00)
Item 1.012		Delete Abandon 24" RAS with grout		($14,300.00)
Item 1.015		Delete 24" RAS line		($140,000.00)
			GRAND TOTAL:	**$160,864.99**

We also request a six week time extension to the Contract due to the additional work. Pricing does not include revegetation or other landscaping.

Prepared by **Red River Construction Co.**

By: _____
Dean Porter, President

Resolution No. 2021-R0371
Item No. 7.12
September 28, 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. 02 to that certain Contract No. 15325 by and between the City of Lubbock and Red River Construction for the Southeast Water Reclamation Project – Plant 3 Improvements, and related documents. Said Change Order No. 02 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 September 28, 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 15325 CO#2 – SEWRP Plant 3
09.09.21

Office of Purchasing and Contract Management
Change Order

Contract No: 15325	Contractor: Red River Construction
Change Order No: 2	Contract Title: SEWRP – Plant 3 Improvements Project
Bid/RFP No: 20-15325-CM	Project No: 92444.9242.30000

"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:

Per attached backup material, this Change Order #2 includes the following items: **Item 1)** Four additional combination air valves at the RAS pumps at a cost of +$15,556.21. **Item 2)** Relocation of existing and proposed WAS pumps at a cost of +$76,918.62 and +7 days. **Item 3)** New Plant 3 NPW loop at a cost of +$99,581.72 and +45 days. **Item 4)** Additional dewatering pumps for aeration basin exploratory work at a cost of +$12,476.19. **Item 5)** Additional dewatering pumps for aeration basin exploratory work beyond Item 4 at a cost of +$19,857.33, and +7 days. **Item 6)** Concrete coating credit of -$300,000.00. **Item 7)** Additional electrical junction boxes at a cost of +$3,721.26. **Item 8)** Piping and installation to reconnect existing aeration grid to new aeration lateral piping at a cost of +$308,015.43 and +45 days. **Item 9)** Additional work associated with the NPW line at a cost of +$46,559.87 and +10 days. **Item 10)** NPW piping modification at EPS-1 at a cost of +$10,596.44 and +2 days. **Item 11)** Potable RAS pump seal water at a cost of +$14,960.82 and +3 days.

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:		$7,257,052.00
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) $50,000		$308,243.89
	COST CENTER: 4545	ACCOUNT: 92444.9242.30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)		4.25%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:		$391,736.14
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)		$699,980.03
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)		9.65%
G.	NEW CONTRACT AMOUNT (A+E):		$7,957,032.03

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	Date: 8/31/21	(2) Project Architect/Engineer	Date: 8/31/21
(3) Owner's Representative	Date: 09/08/2021	(4) Director of Purchasing & Contract Management	Date: 9.08.2021
(5) Capital Project Manager	Date: 9/8/21	(6) City Attorney	Date: 9-9-21

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

(7) Mayor	Date: 9/28/2021	(8) City Secretary	Date: 9/28/2021

Council Date: September 28, 2021 Agenda Item #: 7.12 Resolution #: 2021-R0371

carollo
Engineers...Working Wonders With Water®

August 31, 2021

Mr. Zoltan Fekete, P.E.
Senior Engineer
City of Lubbock, Texas
1314 Avenue K
Lubbock, TX 79401

Subject: SEWRP Plant 3 Improvements Project
Change Order #2

Dear Mr. Fekete:

Attached with this letter is documentation for Change Order #2.

Item	Description	Cost Impact	Time Impact	Status
1	Four additional combination air valves, one per RAS pump	+$15,556.21	No Time	Recommended as modified by Carollo
2	Relocation of existing and proposed WAS pumps	+$76,918.62	7 days	Recommended as modified by Carollo
3	New Plant 3 NPW loop	+$99,581.72	45 days	Recommended by Carollo
4	Additional dewatering pumps for aeration basin exploratory work	+$12,476.19	No Time	Recommended by Carollo
5	Additional dewatering pumps for aeration basin exploratory work beyond Item 4	+$19,857.33	7 days	Recommended by Carollo
6	Credit for not coating interior concrete surfaces of the existing secondary clarifiers	-$300,000.00	No Time	Recommended by Carollo
7	Additional electrical junction boxes	+$3,721.26	No Time	Recommended by Carollo
8	Piping and installation to reconnect existing aeration grid to new aeration lateral piping and drops	+$308,015.43	45 days	Recommended by Carollo
9	Additional work associated with the NPW line	+$46,559.87	10 days	Recommended as modified by Carollo
10	NPW piping modification at EPS1	+$10,596.44	2 days	Recommended as modified by Carollo
11	Substitution of potable water for NPW for RAS pump seal water	+$14,960.82	3 days	Recommended as modified by Carollo
	Total Contract Impacts from CO #2 PCOs:	**+$308,243.89**	**+119 days**	

Items recommended for inclusion with Change Order #2 are described in more detail as follows:

8911 Capital of Texas Highway North, Suite 2200, Austin, Texas 78759
P. 512.453.5383 F. 512.453.0101
carollo.com

Item 1

During the submittal process the Engineer identified four combination air valves that were not shown on the Drawings. These valves were to be located upstream of each check valve on the four RAS pumps to ensure opening of the check valve would not be hindered by air binding upon pump startup.

RRC is requesting $15,556.21 and an additional 7 days of contract time for additional work required to purchase and install the four valves. The Engineer and RPR have reviewed the request, and have found the cost and effort to be in line with what would be expected, but do not find a basis for requesting a contract time extension associated with these additional valves.

The following documents are attached to support Item 1:

1. Potential Change Order (PCO) #005 dated February 23, 2021 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #005 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 2

During construction a suggestion was made by SEWRP Staff that WAS pumps that have always been at the east end of the aeration basin gallery could be moved to the location previously occupied by the RAS pumps near the access stairway at the west end of the aeration basin gallery. This relocation is much better for operation and maintenance access, particularly given that replacement of the aeration basin influent line under Change Order No. 1 resulted in a 36-inch pipe crossing the gallery, thereby requiring the addition of a stairway to allow the pipe to be crossed to access the east end of the aeration basin gallery. The relocation of the WAS pumps also shortens the WAS discharge line, allows the pumps to be oriented in a way providing much better access for maintenance, and places the WAS flow meter in a better location for use and maintenance.

The Engineer provided sketches to RRC to help develop an approach and a cost for relocation of the WAS pumps. Based upon this information, RRC proposed a cost of $76,918.62 and an additional 21 days of contract time for the additional work. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, but do not find a basis for requesting a 21-day contract time extension associated with this additional work. After further consideration, 7 days contract time extension was deemed appropriate.

The following documents are attached to support Item 2:

1. PCO #006 dated April 21, 2021 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #006 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 3

The Plant 3 Improvements Project did not intend any change to the non-potable water (NPW) service lines serving Plant 3. NPW service is required for hose valve stations near the new RAS pump station, and secondary clarifiers, and for the spray bars in the new scum pump stations. It was understood that NPW water had not been available to the final clarifiers in Plant 3 for some time, but the project assumed the service could be re-established from the Plant 3 Effluent Pump Station. RRC performed exploratory digging to locate the NPW piping. No live pipe could be located. Eventually, a large plug made up of IFAS media was removed in the main NPW line connecting from the Plant 4 Effluent Pump Station. Ultimately it was determined that the only practical way to re-establish NPW service in Plant 3 was to install a new NPW loop. RRC was requested to submit a proposal for constructing a new NWP loop in Plant 3.

RRC proposed a cost of $99,581.72 and an additional 45 days of contract time for the additional work. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, and also agree with the request for a 45-day contract time extension associated with this additional work.

The following documents are attached to support Item 3:

1. PCO #007 dated April 27, 2021 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #007 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 4

The Plant 3 Improvements Project requires each of the three existing aeration basins be dewatered to allow installation of new aeration piping to the existing aeration grids. RRC began dewatering Basin 1 first. There were instances of the basin being dewatered to a certain point on a Friday, only to return on Monday morning to find the basin filled with water again. This discovery led to the need to employ additional pumps to allow pumping that would overcome whatever inflow was happening.

RRC proposed a cost of $12,476.19 for the additional work associated with procurement and installation of additional pumps. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected.

The following documents are attached to support Item 4:

1. PCO #008 dated May 5, 2021 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #008 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 5

The Plant 3 Improvements Project requires each of the three existing aeration basins be dewatered to allow installation of new aeration piping to the existing aeration grids. After additional pumping efforts associated with PCO #008 RRC continued to find the aeration basin re-filling with water, and no apparent point of leakage could be found. This continued issue led to the need to employ additional 6-inch, 4-inch, and 3-inch pumps to allow pumping that would overcome the inflow that was being experienced.

RRC proposed a cost of $19,857.33 for the additional work associated with procurement and installation of additional pumps. If pumping would need to be continued after the first week, the cost was proposed at $12,821.40 per week. The proposal also requested a 7-day extension to the contract time. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, and also agree with the request for a 7-day contract time extension associated with this additional work.

The following documents are attached to support Item 5:

1. PCO #009 dated May 5, 2021 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #009 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 6

The Plant 3 Improvements Project specified the interior concrete surfaces of the existing secondary clarifiers be coated with an elastomeric polyurethane coating. After dewatering Secondary Clarifier No. 2, the concrete was found to be in excellent condition. Because of the condition of the concrete, the coating of the concrete was reconsidered, and a credit to not coat the concrete was requested.

RRC proposed a credit of $300,000.00 for not coating the interior concrete surfaces of the existing secondary clarifiers. The Engineer and RPR have reviewed the proposal, and have found the credit to be in line with what would be expected.

The following documents are attached to support Item 6:

1. PCO #010 dated May 5, 2021 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #010 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 7

Relocation of the WAS pumps as recommended in Item 2 of this Change Order No. 2 resulted in two existing electrical junction boxes being in conflict with relocated WAS pump suction piping. To address this issue, a pair of new junction boxes were proposed by RRC. The wiring from the existing boxes will be extended to the new boxes that will be mounted below the WAS pipe.

RRC proposed a cost of $3,721.26 for the additional work associated with procurement and installation of the new junction boxes. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected.

The following documents are attached to support Item 7:

1. PCO #011 dated July 19, 2021 from Heath Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #011 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 8

The Plant 3 Improvements Project did not intend any change to the existing aeration basin diffuser grids, other than reconnection of the grids to the new aeration lateral piping. The new piping reduces the number of drops to the aeration grids from 28 per basin to six per basin, thereby preparing for application of future dissolved oxygen control when Plant 3 is converted to biological nutrient removal (BNR). Details for how the connection from the new drops to the existing aeration grid were not provided, as it was expected that what the Contractor found upon dewatering the basin could impact the approach taken. Once the first of the three aeration basins was successfully dewatered RRC was able to work with the Engineer and the diffuser manufacturer Sanitaire to develop the approach for reconnecting the aeration grid.

RRC proposed a cost of $308,015.43 and an additional 90 days of contract time for the additional work. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, but do not find a basis for requesting a 90-day contract time extension associated with this additional work, as the work was a part of the original scope of work. After further consideration, 45 days contract time extension was deemed appropriate, or 15 days per basin as the Contractor could not have fully understood the effort required until the conditions were known upon basin dewatering.

The following documents are attached to support Item 8:

1. PCO #012.2 dated August 24, 2021 from Dean Porter of RRC with the proposal and cost backup for the additional work.

2. PCO #012.2 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 9

As noted for Item 3, the Plant 3 Improvements Project did not intend any change to the non-potable water (NPW) service lines serving Plant 3. NPW service is required for hose valve stations near the new RAS pump station, and secondary clarifiers, and for the spray bars in the new scum pump stations. It was understood that NPW water had not been available to the final clarifiers in Plant 3 for some time, but the project assumed the service could be re-established from the Plant 3 Effluent Pump Station. RRC performed exploratory digging to locate the NPW piping. No live pipe could be located. Eventually, a large plug made up of IFAS media was removed in the main NPW line connecting from the Plant 4 Effluent Pump Station, requiring removal of an existing valve, and extensive flushing of the line. A new connection was made, and a blow-off connection and valve was installed to aid WWTP staff if future problems are encountered. The NWP line has also required hand excavation under existing duct banks, locating of additional duct banks, and installation of flowable fill.

RRC proposed a cost of $46,559.87 and an additional 17 days of contract time for the additional work. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, but do not find a basis for requesting a 17-day contract time extension associated with this additional work. After further consideration, 10 days contract time extension was deemed appropriate.

The following documents are attached to support Item 9:

1. PCO #013 dated July 29, 2021 from Dean Porter of RRC with the proposal and cost backup for the additional work.

2. PCO #013 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 10

As noted for Item 3, the Plant 3 Improvements Project did not intend any change to the non-potable water (NPW) service lines serving Plant 3, but a new NPW loop is needed to allow the new systems to function properly. As part of the new NPW loop a new pipe has been installed from the discharge of the existing NPW pump at the Plant 3 Effluent Pump Station. This pipe was run straight from the pump discharge at an elevation approximately 5 feet above the slab. The City staff has requested this pipe be lowered so that it may be stepped over, rather than ducked under, for improved safety when performing maintenance activities in the pump station area.

RRC proposed a cost of $10,596.44 and an additional 4 days of contract time for the additional work. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, but do not find a basis for requesting a 4-day contract time extension associated with this additional work. After further consideration, 2 days contract time extension was deemed appropriate.

The following documents are attached to support Item 10:

1. PCO #014 dated July 30, 2021 from Dean Porter of RRC with the proposal and cost backup for the additional work.

2. PCO #014 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 11

The Plant 3 Improvements Project includes new return activated sludge (RAS) pumps, with two pumps dedicated to each secondary clarifier. The new pumps are vertical turbine solids handling pumps (VTSH) that have allowed complete replacement of the existing RAS pumps, and offer improved maintenance access and improved process control. The RAS pumps are critical to the treatment process. As with other types of pumps, VTSH pumps have shaft seals that require seal water to keep them clean and lubricated. It is common to provide non-potable seal water to pumps in a wastewater application, and the design intent was to provide NPW to the pump seals. Given the experience on the project with the NPW piping, and the plugging that was cleared in the existing NPW line as described in Item 9, the pump manufacturer, Flowserve, has recommended that the VTSH pump seal water to be provided be potable water rather than NPW. After further consideration, the Engineer agrees that given the critical nature of the RAS pumps to the treatment process, and the investment associated with this type of pump it would be best to avoid potential issues that might be associated with the use of NPW as seal water, and instead provide a backflow preventer and new 1-inch potable water service line from an available potable water line near the Plant 3 blower building.

RRC proposed a cost of $14,960.82 and an additional 7 days of contract time for the additional work. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, but do not find a basis for requesting a 7-day contract time extension associated with this additional work. After further consideration, 3 days contract time extension was deemed appropriate.

The following documents are attached to support Item 11:

1. PCO #015 dated August 4, 2021 from Dean Porter of RRC with the proposal and cost backup for the additional work.

2. PCO #015 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

The change in contract price associated with items 1 through 11 is summarized below:

- Original contract price : $7,257,052
- Net increase in price of this change order: +$308,243.89
- Contract price with all approved change orders: $7,957,032.03
- Original contract time: 600 Days to Final Completion
- Net increase of time with this change order: +119 days
- Contract time with all approved change orders: 810 days to Final Completion

After you have had a chance to review this information, we are available to discuss any questions or comments, at your convenience. Please contact, Jason Anderson, or myself with any questions.

Thank you for the opportunity to provide construction phase services for the City of Lubbock. We look forward to continuing to work with you and City staff on this project through its successful completion.

Sincerely,

CAROLLO ENGINEERS, INC.

Hani E. Michel

Hani E. Michel, P.E.
Project Manager

JEA:jea

cc: Josh Kristinek, P.E.
Mary Gonzales
Mark Aaron Carpenter
Jason Anderson, P.E.

Resolution No. 2022-R0219
Item No. 7.11
May 10, 2022

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. 15325 by and between the City of Lubbock and Red River Construction for the Southeast Water Reclamation Project – Plant 3 Improvements, 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 May 10, 2022.

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 15325 CO#3 – SEWRP Plant 3
04.21.22

Office of Purchasing and Contract Management
Change Order

Contract No: 15325	Contractor: Red River Construction
Change Order No: 3	Contract Title: SEWRP – Plant 3 Improvements Project
Bid/RFP No: 20-15325-CM	Project No: 92444.9242.30000

"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:

Per attached backup material, this Change Order #2 includes the following items: **Item 1)** Coating of the 30-inch aeration basin influent pipe in the piping gallery at a cost of +$23,715.53. **Item 2)** Replacement of existing WAS check valve at a cost of +$10,208.33 and 2 additional days of construction time. **Item 3)** Pulling two new RAS pumps to unclog the impellers of unexpected material five times at a cost of +$28,060.82 and 7 additional days of construction time. **Item 4)** Additional pumping and cleaning of the two Plant 3 primary clarifiers at a cost of +$98,373.59 and 30 additional days of construction time. **Item 5)** Transport of two RAS pumps to Smith Pump Co. for examination, and subsequent repair at a cost of +$42,666.67. **Item 6)** Epoxy injection credit of -$100,000.00.

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:		$7,257,052.00
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) $50,000		$103,024.94
	COST CENTER: 92444	ACCOUNT: 9242.30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)		1.42%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:		$699,977.03
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)		$803,001.97
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)		11.07%
G.	NEW CONTRACT AMOUNT (A+E):		$8,060,053.97

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	Date: 4/19/22	(2) Project Architect/Engineer: Jason E. Anderson	Date: 04/08/22
(3) Owner's Representative	Date: 04/20/2022	(4) Director of Purchasing & Contract Management	Date: 4.20.2022
(5) Capital Project Manager: Cheryl Brooks	Date: 4/20/22	(6) City Attorney	Date: 4-21-22

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

(7) Mayor	Date: 5/10/2022	(8) City Secretary: Rebecca	Date: 5/10/2022

Council Date: May 10, 2022 Agenda Item #: 7.11 Resolution #: 2022-R0219

carollo
Engineers...Working Wonders With Water®

April 8, 2022

Mr. Zoltan Fekete, P.E.
Senior Engineer
City of Lubbock, Texas
1314 Avenue K
Lubbock, TX 79401

Subject: SEWRP Plant 3 Improvements Project
Change Order #3

Dear Mr. Fekete:

Attached with this letter is documentation for Change Order #3.

Item	Description	Cost Impact	Time Impact	Status
1	Coating of the 30-inch aeration basin influent pipe in the piping gallery	+$23,715.53	No Time	Recommended by Carollo
2	Replacement of existing WAS check valve	+$10,208.33	2 days	Recommended by Carollo
3	Pulling two new RAS pumps to unclog the impellers of unexpected material five times, plus additional budget to pull the two pumps two more times (if needed)	+$28,060.82	7 days	Recommended by Carollo
4	Additional pumping and cleaning of the two Plant 3 primary clarifiers	+$98,373.59	30 days	Recommended by Carollo
5	Transport of two RAS pumps to Smith Pump Co. for examination, and subsequent repair	+$42,666.67	No Time	Recommended as modified by Carollo
6	Credit for not epoxy injecting interior concrete surfaces of the existing secondary clarifiers	-$100,000.00	No Time	Recommended by Carollo
Total Contract Impacts from CO #1 PCOs:		**+$103,024.94**	**+39 days**	

Items recommended for inclusion with Change Order #3 are described in more detail as follows:

Item 1

TCEQ 217 Subchapter M, §217.329 lists required color-coding for pipes in a wastewater treatment facility. The exposed 30-inch influent pipe for the three Plant 3 aeration basins is not painted the required color, and the WWTP has been cited by TCEQ for this in the past. WWTP staff has requested the pipe be painted the required color to meet the requirements of TCEQ 217, and to avoid future citations.

8911 Capital of Texas Highway North, Suite 2200, Austin, Texas 78759
P. 512.453.5383 F. 512.453.0101
carollo.com

Red River Construction (RRC) has proposed $23,715.53 for their coatings subcontractor to coat the 30-inch diameter pipe. The Engineer and RPR have reviewed the request, and have found the cost to be in line with what would be expected.

The following documents are attached to support Item 1:

1. Potential Change Order (PCO) #016 dated November 24, 2021 from Health Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #016 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 2

During construction an existing WAS discharge line check valve was relocated from the east end of the aeration basin piping gallery to the west end of the gallery, along with an existing WAS pump. The check valve was later determined by WWTP staff to be in need of replacement.

RRC proposed a cost of $10,208.33 and an additional 2 days of contract time to replace the check valve. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, and also agree with the request for a 2-day contract time extension associated with this additional work.

The following documents are attached to support Item 2:

1. PCO #017 dated February 17, 2022 from Health Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #017 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 3

The Plant 3 Improvements Project includes new a pair of new return activated sludge (RAS) pumps associated with each secondary clarifier. The arrangement of the secondary clarifiers and RAS piping, along with the site constraints required the use of vertical turbine solids handling (VTSH) pumps. The new pumps are capable of passing a 3.6-inch spherical object. The pumps ran perfectly for approximately two months, but then began to experience issues with reduced flow, and ultimately one of the two pumps installed in Phase 1 construction experienced a stoppage. The pump was pulled and found to be completely clogged with long stringy fibrous material and trash, none of which should be found in RAS. It was later determined that the fine screens at the Headworks had not been functioning for some time, and flow was being bypassed to the coarse screen, allowing material that would not normally make it past the Headworks to end up in the primary clarifiers, aeration basins, secondary clarifiers, and ultimately, the RAS pump suction headers. RAS Pumps 3 and 4, as installed for Phase 1 construction, were pulled and sent to Smith Pump Company in Waco for disassembly and

evaluation. RAS Pumps 1 and 2 were installed in place of Pumps 3 and 4. In the weeks following, Pumps 1 and 2 continued to experience reduced flow, but now that it was understood what was the cause of the flow reduction the pumps would be pulled and cleaned, then reinstalled. This has been done a total of five times to date.

RRC proposed a cost of $28,060.82 and an additional 7 days of contract time for pulling the pumps five times. RRC also provided a quote of $4,485.94 for each additional instance of pulling the pumps, which would be included in a future Change Order if needed. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected (with corrections to the totals as made by the Engineer), and also agree with the request for a 7-day contract time extension associated with this additional work.

The following documents are attached to support Item 3:

1. PCO #019 dated March 8 from Health Staffeld of RRC, and corrected by Carollo Engineers, with the proposal and cost backup for the additional work.

2. PCO #019 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 4

In relation to the issues experienced with trash and rags plugging the new RAS pumps, the Contractor was requested to prepare a proposal to dewater and clean out the existing Plant 3 primary clarifier distribution box, and the two primary clarifiers. Restoring the full capacity of the two primary clarifiers will help to prevent the problematic material from being passed on from the primary clarifiers, and creating further problems in the downstream systems.

RRC proposed a cost of $98,373.59 and an additional 30 days of contract time for the additional work associated with cleaning the primary clarifiers and related structures. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, and also agree with the request for a 30-day contract time extension associated with this additional work.

The following documents are attached to support Item 4:

1. PCO #020 dated March 25, 2022 from Health Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #020 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 5

As described in Item 3, RAS Pumps 3 and 4 were pulled and transported to Smith Pump Company in Waco. Smith Pump Company disassembled both pumps, and produced a condition assessment report, including recommendations for repair of the pumps. The motors were

shipped separately from Waco to the Smith Pump Company motor shop in Dallas. The cost for shipping, examination, and repair quoted by Smith Pump Company is $36,020.83.

RRC proposed a cost of $42,666.67 for the transportation, examination, repair work and reinstallation associated with RAS pumps 3 and 4. The proposal also requested a 30-day extension to the contract time. The Engineer and RPR have reviewed the proposal, and have found the cost and effort to be in line with what would be expected, but do not find a basis for requesting a 30-day contract time extension associated with this additional work.

The following documents are attached to support Item 5:

1. PCO #021 dated March 6, 2022 from Health Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #021 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

Item 6

The Plant 3 Improvements Project specified the interior concrete surfaces of the existing concrete basins would require repair of cracks with epoxy injection. After dewatering the existing basins, the concrete was found to be in excellent condition. Because of the condition of the concrete, epoxy injection has been reconsidered, and a credit for epoxy injection was requested by the Owner.

RRC proposes a credit of $100,000.00 for not performing epoxy injection of cracks on the interior concrete surfaces of the existing concrete basins. The Engineer and RPR have reviewed the proposal, and have found the credit to be in line with what would be expected.

The following documents are attached to support Item 6:

1. PCO #022 dated March 6, 2022 from Health Staffeld of RRC with the proposal and cost backup for the additional work.

2. PCO #022 Response from Jason Anderson of Carollo Engineers with the Engineer's response to the proposal.

The change in contract price associated with items 1 through 11 is summarized below:

- Original contract price : $7,257,052.00
- Net increase in price of this change order: +$103,024.94
- Contract price with all approved change orders: $8,060,053.97
- Original contract time: 600 Days to Final Completion
- Net increase of time with this change order: +39 days
- Contract time with all approved change orders: 849 days to Final Completion

After you have had a chance to review this information, we are available to discuss any questions or comments, at your convenience. Please contact, Jason Anderson, or myself with any questions.

Thank you for the opportunity to provide construction phase services for the City of Lubbock. We look forward to continuing to work with you and City staff on this project through its successful completion.

Sincerely,

CAROLLO ENGINEERS, INC.

Hani E. Michel

Hani E. Michel, P.E.
Project Manager

JEA:jea

cc: Josh Kristinek, P.E.
Mary Gonzales
Mark Aaron Carpenter
Jason Anderson, P.E.



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.

Southeast Water Reclamation Plant
Plant 3 Improvements

City of Lubbock TEXAS

City of Lubbock
Capital Project
Project Cost Detail
January 10, 2023

Capital Project Number:	92444
Capital Project Name:	SEWRP Improvements Plant 3

	Budget
Encumbered/Expended	
Staff Time	$31,292
Advertising for RFQ, RFP	2,201
Professional Services Contract 13422 with Carollo Engineers	643,431
Professional Services Contract with PSC for Clarifier Design	49,900
Payment to UCA for emergency repairs at Headworks	969,587
Contract with Dowtech Contractors for Clarifier Repair	324,000
Contract 15325 with Red River Construction, Co.,	7,257,052
Contract with Carollo Engineers for EOR/RPR Services	646,120
Contract with Wunderlich Malic for SCADA Integration	88,850
Change Order 1 to Contract 15325 with Red River	391,736
Change Order 2 to Contract 15325 with Red River	308,244
Change Order 3 to Contract 15325 with Red River	103,025
Amendment 1 to Contract 15511 Carollo	56,704
Agenda Item January 10, 2023	
Amendment 2 to Contract 15511 Carollo Engineering	90,925
Change Order 4 to Contract 15325 with Red River	118,678
Encumbered/Expended To Date	11,081,744
Estimated Cost for Remainaing Appropriation	
SEWRP Improvements	49,523
Remaining Appropriation	49,523
Total Appropriation	$11,131,267

Project Name **SEWRP Improvements Plant 3** *Project Number* **92444**

Managing Department **Public Works Engineering**

Project Manager **Josh Kristinek**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope
This project includes the design and construction of Southeast Water Reclamation Plant (SEWRP) Plant 3 improvements to the secondary clarifier system, sludge pumping system, and air handling system.

This project will upgrade the plant to stop short circuiting of the clarifier mechanisms which have caused a Notice of Violation with the Texas Commission on Environmental Quality (TCEQ). This project will also repair and replace the air header and associated piping and pumps to prepare for the future SEWRP Phase IV project that includes Biological Nutrient Removal.

Project Start Date - Design:2/14/2018
Project End Date - Design: 2/18/2020
Bid Date - Construction: 5/8/2020
Award Date for Bid - Construction:8/6/2020
Project Start Date - Construction:9/28/2020
Project End Date - Construction:11/14/2022

Project Justification
Replacing and updating aging infrastructure on Plant 3 improves the wastewater treatment plant performance and will reduce emergency maintenance expenditures and system failures.

Project History
$1.0 million was appropriated in the FY 2016-17 Budget, Ord. No. 2016-O0135, October 1, 2016.
$1.5 million was appropriated in the FY 2017-18 Budget, Ord. No. 2017-O0111, October 1, 2017.
$4.8 million was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.
$956,267 was appropriated in FY 2019-20, BCR# 1920-5, March 10, 2020.
$1,200,000 was appropriated in FY 2019-20, BCR# 1920-9, July 8, 2020.
$800,000 was appropriated in the FY 2020-21 Budget, Ord. No. 2020-O0123, October 1, 2020.
$875,000 was appropriated in FY 2020-21, Budget Amendment No. 7, Ord. No. 2021-O0001, January 26, 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	10,131,267	0	0	0	0	0	0	10,131,267
Design and Engineering	1,000,000	0	0	0	0	0	0	1,000,000
Total Project Appropriation	11,131,267	0	0	0	0	0	0	11,131,267

Project Name **SEWRP Improvements Plant 3** *Project Number* **92444**

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 2011 Tax and Waterworks CO's	307,251	0	0	0	0	0	0	307,251
FY 2014 Wastewater Revenue CO's	1,520,456	0	0	0	0	0	0	1,520,456
FY 2015 Wastewater Revenue CO's	402,599	0	0	0	0	0	0	402,599
FY 2016 Wastewater Revenue CO's	988,043	0	0	0	0	0	0	988,043
FY 2017 Wastewater Revenue CO's	692,749	0	0	0	0	0	0	692,749
FY 2018 Water/Wastewater Cash	1,500,000	0	0	0	0	0	0	1,500,000
FY 2019 Water/Wastewater Cash	900,000	0	0	0	0	0	0	900,000
FY 2020 Water/Wastewater Cash	3,145,169	0	0	0	0	0	0	3,145,169
FY 2021 Water/Wastewater Cash	1,675,000	0	0	0	0	0	0	1,675,000
Total Funding Sources	11,131,267	0	0	0	0	0	0	11,131,267

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

AI# 11252
Regular City Council Meeting 5. 9.
01/10/2023:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Professional Services Agreement Contract 15511, with Carollo Engineers, Inc., a Delaware corporation, regarding professional services for the Southeast Water Reclamation Plant, Plant 3 Improvements.

Item Summary

The construction of the Southeast Water Reclamation Plant (SEWRP), Plant 3 Improvements project includes replacement of rotating mechanisms in two secondary clarifiers, replacement of underground and overhead air piping, construction of a return activated sludge pumping station, and associated electrical improvements.

On October 13, 2020, City Council awarded Contract No. 15511 to Carollo Engineers, Inc., of Austin, Texas, to provide construction phase services including Construction Inspection, Resident Project Representative (RPR), and Engineer of Record (EOR) services.

On February 9, 2021, Amendment No.1 authorized Carollo Engineers to perform additional services associated with the design and implementation of the emergency bypass pumping system and the replacement of the failing piping network. This amendment added $56,704 to the cost of the original contract and extended the contract by 6 months.

Amendment No. 2 will increase the original contract amount by $90,925 and extend the contract by 3 months to cover RPR services for the additional 8 months needed for construction, as a result of weather and unforeseen conditions.

Fiscal Impact

This proposed Amendment No. 2 is in the amount of $90,925.00 and is funded in Capital Improvement Project 92444, SEWRP Improvements Plant 3.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution
Amendment No. 2
Original Contract
Amendment No. 1
Location Exhibit

CIP Spreadsheet
Budget 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, Amendment No. 2 to the Professional Services Agreement Contract No. 15511 regarding professional services for Southeast Water Reclamation Plant, Plant 3 Improvements, by and between the City of Lubbock and Carollo Engineers, Inc., a Delaware corporation, 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____ for
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Amend #2 Agrmt- 15511 – Southeast Water Reclamation Plant, Plant 3 Improvements
12.16.22

AMENDMENT NO. 2

TO AGREEMENT BETWEEN THE CITY OF LUBBOCK

AND

CAROLLO ENGINEERS, INC., A DELAWARE CORPORATION

THIS IS THE SECOND AMENDMENT TO THE AGREEMENT 15511 dated and entered into the 13th day of October, 2020 by and between the City of Lubbock ("City") and Carollo Engineers, Inc., a Delaware Corporation ("Engineer").

The Engineer has entered into the Agreement with the City for performing professional services associated with the Southeast Water Reclamation Plant, Plant 3 Improvements. On February 9, 2021 the Parties entered into Amendment No. 1, authorized by the City through resolution No. 2021-R0043, for additional services, consideration, and time.

NOW THERFORE, the Parties agree to again amend the terms of the Agreement in order for the Engineer to perform additional Resident Project Representative (RPR) services as set forth in Exhibit "A", incorporated herein, for an amount not to exceed ninety thousand nine hundred twenty-five and NO/100 ($90,925.00) as set forth in Exhibit "B", incorporated herein. The term of the agreement shall be extended for three (3) months for the Engineer to perform the additional services included in this Amendment.

All other portions of the original Agreement, and prior Amendment(s), shall remain in place and are not altered by this Amendment.

IN WITNESS HEREOF, the parties havc executed this Amendment as of this ___ day of _____, 2023.

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

CAROLLO ENGINEERS, INC.

_____
Hani Michel, P.E. Vice President

_____
Scott Hoff, P.E., Senior Vice President

APPROVED AS TO CONTENT:

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

for

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

EXHIBIT A

CONSTRUCTION PHASE SERVICES – AMENDMENT 2
FOR
CITY OF LUBBOCK, TX

SOUTHEAST WATER RECLAMATION PLANT
PLANT 3 IMPROVEMENTS PROJECT

BACKGROUND

The Southeast Water Reclamation Plant (SEWRP) operates two liquid stream treatment trains: Plant 3 featuring conventional activated sludge, and Plant 4 featuring an IFAS process for biological nutrient removal. The original construction of Plant 3 occurred in the 1960s and 1970s, with some improvements being made in the mid-1990s. Plant 3 is generally in need of rehabilitation and upgrades to improve treatment performance, reduce maintenance requirements, and extend the service life of the treatment train. The City of Lubbock (CITY) elected to move forward with a Phase 1 project to replace the air header and air distribution piping between the aeration blowers and the diffusers, upgrade the secondary clarifiers, upgrade pumping of RAS and WAS, and improve secondary scum handling. The CITY authorized the ENGINEER to provide design services and prepare Contract Documents for construction of the Plant 3 Improvements Project in December 2017. The design was completed in August 2019, and proposals were received from qualified Construction Contractors in January 2020.

Due to weather related events, and unforeseen conditions, the construction period has gone on longer than originally intended, with the Contract time being extended by approximately 8 months from the original completion date. The ENGINEER and Resident Project Representative (RPR), a subconsultant, have found that the original budged for construction phase services will not be adequate to reach completion of all construction. As such, the ENGINEER and RPR are seeking an amendment to the Contract with the CITY to cover the additional 8 months of construction phase services, as outlined in this EXHIBIT A, and the attached EXHIBIT B.

PURPOSE

This EXHIBIT A establishes the Scope of Work, the Time of Performance, and the Engineering Services Budget for additional Construction Phase Services to be provided by the ENGINEER for the CITY as a result of an 8-month extension of the construction period due to weather related events, and unforeseen conditions. This additional time requires additional meetings, construction document management, project management, additional RPR services, and additional coordination with the RPR. The engineering services will consist of the following:

- Section 100 – Project Management and Meetings
- Section 300 – Subconsultant Services

SECTION 100 PROJECT MANAGEMENT AND MEETINGS

ENGINEER will provide additional project administration, monitor construction activities for conformance with the project's intent, and provide active engineering overview and support of CITY staff in responding to construction issues. ENGINEER will monitor and recommend resources to adequately support contractor's construction schedule, ENGINEER will keep CITY informed of the progress of the work, will endeavor to guard CITY against defects and deficiencies in such

work and will disapprove or reject work failing to conform to the Contract Documents. Specific project management and administrative services will be as presented herein:

Task 101 - Project Management, and Progress Meetings

ENGINEER will plan, organize, staff, direct, manage, coordinate, and report work tasks of the Project team (Carollo Engineers and subconsultant personnel).

ENGINEER will prepare and submit monthly invoices to CITY.

ENGINEER will attend a monthly Construction Progress Meeting. One person will attend each meeting in person, and a second person will attend each meeting via a virtual meeting platform.

SECTION 300 SUBCONSULTANT SERVICES

Task 301 - Provide Resident Project Representative

ENGINEER will provide the services of a subconsultant Resident Project Representative (RPR) for up to eight additional months, based on up to 14 work hours per week. The RPR will continue to act as directed by ENGINEER, in order to assist ENGINEER in inspecting performance of the work of the Contractor. Through on-site inspections of the work in progress and field checks of materials and equipment by the RPR, ENGINEER will endeavor to protect the CITY against defects and deficiencies in the work of the Contractor, but the furnishing of such resident project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for the Contractor's failure to perform their work in accordance with the Contract Documents.

Task 302 - Confirmation Survey

The services of a subconsultant Surveyor were included in the original Scope of Work and Fee, but the confirmation survey was never needed. This Amendment No. 2 will credit $2,898 for this work back to the City of Lubbock.

Task 303 - Material Testing

The ENGINEER provided for material testing service as required by the Contract Documents, with a not-to-exceed amount of $10,000. All material testing has been completed and the $4,193 remaining in the budget will be credited back to the City of Lubbock.

CONSTRUCTION PERIOD

The Scope of Work presented herein covers work-related tasks that will be required for an additional contract period of 8 months, but no later than April 11, 2023, the Contract end date established with Amendment 1.

BUDGET

CITY and ENGINEER have established a not-to-exceed budget of $90,925 to complete all services under this EXHIBIT A. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in EXHIBIT A. Subconsultant services will be billed at cost to ENGINEER with a 5 percent handling fee. The budget for each Task is presented in EXHIBIT B. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

EXHIBIT B - FEE DEVELOPMENT

Carollo Engineers...Working Wonders With Water

Plant 3 Improvements Project with Amendment 2

11/28/2022

Task No.	Description	Proj Principal	Project Manager	Mng Eng IV (Elec)	Prof Eng I (HVAC)	Prof Eng I (P/Mec)	EIT I	Eng Tech V	Admin Spec I	Total Hrs (Carollo)	Cost (Carollo)	Surv/SUE (R2M)	Structural (JQ)	Materials Testing (CMT)	CM/Insp (PSC)	Sub Markup	Reimb Exp	Total Cost per Task
100	PROJECT MANAGEMENT AND MEETINGS	38	86	0	0	0	0	0	0	124	$ 30,146	$ -	$ -	$ -	$ -	$ -	$ -	$ 30,146
101	PM and Progress Meetings (8 mos)	38	86							124	$ 30,146							
300	SUBCONSULTANT SERVICES	0	0	0	0	0	0	0	0	0	$ 0	$ (2,760)	$ -	$ (3,993)	$ 64,640	$ 2,892	$ -	$ 60,779
301	Provide Resident Project Representative (RPR)								0	0	$ 0				$ 64,640	$ 3,230		
302	Confirmation Survey (Services were not required)								0	0	$ 0	$ (2,760)				$ (138)		
303	Material Testing								0	0	$ 0			$ (3,993)		$ (200)		
400	PRELIMINARY DESIGN (Previous Project Phase)	0	0	0	0	0	0	0	0	0	$ 0	$ -	$ -	$ -	$ -	$ -	$ -	$ 0
									0	0	$ 0							
500	FINAL DESIGN (Previous Project Phase)	0	0	0	0	0	0	0	0	0	$ 0	$ -	$ -	$ -	$ -	$ -	$ -	$ 0
									0	0	$ 0							
600	PERMITTING, AND AGENCY COORDINATION (Previous Project Phase)	0	0	0	0	0	0	0	0	0	$ 0	$ -	$ -	$ -	$ -	$ -	$ -	$ 0
									0	0	$ 0							
700	BID PHASE SERVICES (Previous Project Phase)	0	0	0	0	0	0	0	0	0	$ 0	$ -	$ -	$ -	$ -	$ -	$ -	$ 0
									0	0	$ 0							
800	SERVICES DURING CONSTRUCTION	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
900	SPECIAL SERVICES	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL CPS HOURS	38	86	0	0	0	0	0	0	124								
	TOTAL CPS COST	$ 10,108	$ 20,038	$ -	$ -	$ -	$ -	$ -	$ 0		$ 30,146	$ (2,760)	$ -	$ (3,993)	$ 64,640	$ 2,892	$ -	$ 90,925
	RATE PER HOUR	$ 266.00	$ 233.00	$ 238.00	$ 145.00	$ 145.00	$ 137.00	$ 156.00	$ 107.00									
	TOTAL LABOR COST																	$ 30,146
	TOTAL REIMBURSABLE EXPENSES AND ODC'S																	$ 60,779
	TOTAL COST										$ 30,146	$ (2,760)	$ -	$ (3,993)	$ 64,640	$ 2,892	$ -	$ 90,925

Resolution No. 2020-R0359
Item No. 6.11
October 13, 2020

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. 15511 for professional services for Southeast Water Reclamation Plant, Plant 3 Improvements, by and between the City of Lubbock and Carollo Engineers, Inc., a Delaware corporation, 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 October 13, 2020.

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.Agrmt- 15511 – Southeast Water Reclamation Plant, Plant 3 Improvements
September 16, 2020

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 15511 is entered into this 13th day of October, 2020, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Carollo Engineers, Inc., (the" Engineer"), a Delaware corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for Southeast Water Reclamation Plant, Plant 3 Improvements, (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 730 days. 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 $646,120, 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 day's 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 [insert correct value], 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:

Carollo Engineers, Inc.

Hani Michel, P.E.
8911 Capital of Texas Highway North, Suite 2200
Austin, Texas 78759
Telephone: (512) 453-5383
Facsimile: (512) 453-0101

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

Josh Kristinek, P.E.
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79401
Telephone: (806) 775-3397

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. SB 252. SB 252 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 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; 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.

Q. 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.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

Josh Kristinek, P.E., Assistant City Engineer
Capital Projects and Design

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Firm

Carollo Engineers, Inc.

By: _____
Hani Michel, P.E., Vice President

By: _____
Scott Hoff, P.E., Senior Vice President

EXHIBIT A

CONSTRUCTION PHASE SERVICES
FOR
CITY OF LUBBOCK, TX

SOUTHEAST WATER RECLAMATION PLANT
PLANT 3 IMPROVEMENTS PROJECT

BACKGROUND

The Southeast Water Reclamation Plant (SEWRP) operates two liquid stream treatment trains: Plant 3 featuring conventional activated sludge, and Plant 4 featuring an IFAS process for biological nutrient removal. The original construction of Plant 3 occurred in the 1960s and 1970s, with some improvements being made in the mid-1990s. Plant 3 is generally in need of rehabilitation and upgrades to improve treatment performance, reduce maintenance requirements, and extend the service life of the treatment train. The City of Lubbock (CITY) elected to move forward with a Phase 1 project to replace the air header and air distribution piping between the aeration blowers and the diffusers, upgrade the secondary clarifiers, upgrade pumping of RAS and WAS, and improve secondary scum handling. The CITY authorized the ENGINEER to provide design services and prepare Contract Documents for construction of the Plant 3 Improvements Project in December 2017. The design was completed in August 2019, and proposals were received from qualified Construction Contractors in January 2020.

PURPOSE

This EXHIBIT A establishes the Scope of Work, the Time of Performance, and the Engineering Services Budget for Construction Phase Services to be provided by the ENGINEER for the CITY. The engineering services will consist of the following:

- Section 100 – Project Management and Meetings
- Section 300 – Subconsultant Services
- Section 800 – Services During Construction
- Section 900 – Special Services

The Engineering Services will be performed during the construction and post-construction phases of the Project. Project Administration, Office Services During Construction, and Field Services During Construction will be provided based on 20 months of construction duration.

GENERAL DESCRIPTION

The work associated with construction of the Plant 3 Improvements Project generally consists of installing a new above-ground aeration header, replacing air piping laterals and isolation valves, demolition of existing secondary clarifier mechanisms, and replacing them with new hydraulic suction header mechanisms, installing new RAS pump stations (one per clarifier), installing new scum pumping systems (one per clarifier), installing a new rotary lobe WAS pump, electrical and instrumentation to support the new facilities, and incidentals for a complete and usable facility.

The Contract Documents are defined as the City of Lubbock Division 0 (Volume 1), Technical Specifications Divisions 1 through 17 (Volumes 2 and 3), Typical Details (Volume 4), Plans (Volume 5), Addenda, and executed change orders prepared for construction of the Project.

The ENGINEER will consult with, advise the CITY, and act as its representative during construction, including part-time on-site representation by a subconsultant employed by the ENGINEER. CITY instructions to the Contractor will be issued through ENGINEER who will have authority to act on behalf of CITY to the extent provided in this Exhibit A, unless otherwise directed by the CITY in writing.

ENGINEER will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or the safety precautions and programs associated with the work of the Contractor.

SECTION 100 PROJECT MANAGEMENT AND MEETINGS

ENGINEER will provide project administration, monitor construction activities for conformance with the project's intent, and provide active engineering overview and support of CITY staff in responding to construction issues. ENGINEER will monitor and recommend resources to adequately support contractor's construction schedule, ENGINEER will keep CITY informed of the progress of the work, will endeavor to guard CITY against defects and deficiencies in such work and will disapprove or reject work failing to conform to the Contract Documents. Specific project management and administrative services will be as presented herein:

Task 101 - Project Management, and Progress Meetings

ENGINEER will plan, organize, staff, direct, manage, coordinate, and report work tasks of the Project team (Carollo Engineers and subconsultant personnel).

ENGINEER will prepare and submit monthly invoices to CITY.

ENGINEER will attend a monthly Construction Progress Meeting. One person will attend each meeting in person, and a second person will attend each meeting via a virtual meeting platform.

Task 102 - Preconstruction Conference

The ENGINEER will schedule and conduct a Preconstruction Conference via a virtual meeting platform. At the conference, the ENGINEER will identify field services to be provided by the ENGINEER, and discuss appropriate coordination procedures. The ENGINEER will prepare an agenda for the meeting and will prepare and distribute the meeting minutes. The ENGINEER's Resident Project Representative (RPR) will conduct the meeting and will introduce the Project Team, review procedures for the processing of Contractor's Submittals, Request for Information (RFIs), Potential Contract Modifications (PCMs), Change Order Proposals (COPs), overall Change Order policy, monthly progress payments, field quality control procedures, protocol for resolution of field discrepancies, inspection reports, and other specification requirements.

Task 103 - Maintain Project Documents

The ENGINEER will maintain detailed project records and documentation during the construction phase. Project documents will be maintained using a Web Based Construction Document Management service as provided under Web-Based Project Document Management System Task 806.

The Project records will include correspondence, schedules, submittals, test data, project data, payments, change orders, meeting minutes, clarifications, mark-ups of drawings and specifications, control system documentation and other such documentation. Project records will be delivered to

the CITY's representative upon completion of the construction contract. Records will be maintained under Task 301 at the RPR's field office.

Task 104 - Administer Contractor Progress Payments

The ENGINEER's RPR will review applications for payment and the accompanying data and schedules, will determine the amounts owing to Contractor and will recommend payments to Contractor by the CITY under Task 301.

For unit price work, the ENGINEER's RPR recommendations for payment will be based on a determination of completed quantities of such work.

Task 105 - Substantial and Final Completion Inspection

The ENGINEER will, upon completion of the punch list items as notified by the Contractor, make final inspection to determine if the finished work has been completed to the standard required by the construction documents, determine whether required inspections and approvals for permit compliance have been satisfactorily completed, and Contractor has fulfilled the obligations so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to CITY and the Contractor that the work is acceptable, subject to any conditions therein expressed and in consultation with the CITY whether the work is finally complete. Two inspection trips are anticipated for budgeting purposes, as follows: One trip at completion of Milestone 1 Work, and one trip at completion of Milestone 2 Work.

SECTION 300 SUBCONSULTANT SERVICES

Task 301 - Provide Resident Project Representative

ENGINEER will provide the services of a subconsultant Resident Project Representative (RPR) for up to 20 months, based on up to 14 work hours per week. The RPR will act as directed by ENGINEER, in order to assist ENGINEER in inspecting performance of the work of the Contractor. Through on-site inspections of the work in progress and field checks of materials and equipment by the RPR, ENGINEER will endeavor to protect the CITY against defects and deficiencies in the work of the Contractor, but the furnishing of such resident project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for the Contractor's failure to perform their work in accordance with the Contract Documents.

RPR, as ENGINEER's agent, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER. RPR's dealings in matters pertaining to the on-site work will in general be only with ENGINEER and Contractor, and dealings with subcontractors will only be through or with the full knowledge of Contractor. Written communication between the Contractor and the CITY will be only through or as directed by ENGINEER, and when appropriate, may be through the RPR

301.1 Duties and Responsibilities of RPR

Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by Contractor, and consult with ENGINEER and scheduling professional concerning their acceptability.

Meetings: Conduct preconstruction conference and periodic construction progress meetings. Prepare and distribute minutes of such meetings.

Liaison: Serve as ENGINEER's liaison with the Contractor, working principally through the Contractor's superintendent and assist the superintendent in understanding the intent of the Construction Documents. Assist ENGINEER in serving as CITY's liaison with the Contractor, when the Contractor's operations affect the CITY's on-site operation. As directed by the ENGINEER, assist in obtaining from CITY additional details or information, when required at the job site for proper execution of the work.

Shop Drawings and Samples: Shop drawings and samples that are furnished by the Contractor will be received and reviewed as defined in Task 202. Advise ENGINEER and Contractor prior to the commencement of work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

Interpretation of Construction Documents: Receive and transmit clarifications and interpretations of the construction documents to/from the Contractor and ENGINEER as described in Task 203. Resident Project Representative will notify the CITY's representative of the ENGINEER's decision prior to issuance to the Contractor.

Changes: Consider and evaluate Contractor's suggestions for changes in drawings or specifications and report suggestions with recommendations to ENGINEER. Notify the CITY's representative of changes or alterations believed to be in the CITY's best interest. Provide the CITY's representative with support information of proposed changes. Prepare drawing, details, and specifications needed to describe and justify the change. Prepare an estimate of the cost and time impact of the change, and negotiate scope, cost, and schedule with the Contractor.

Records: Maintain at the job site files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original construction documents including addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, ENGINEER's clarifications and interpretations of the construction documents, progress reports, and other Project related documents.

Prepare reports the days RPR is on site recording Contractor's work performed on the job site, major construction equipment on-site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, on-site equipment, subcontractors on-site, inspections in general and specific inspections in detail as to inspecting test procedures. Send record copies to ENGINEER.

Record names, addresses, and telephone numbers of the Contractor's staff, subcontractors, and major suppliers of materials and equipment.

Maintain notes to be capable of cross-referencing the Contractor's record drawing information for accuracy and completeness.

Receive, review and process daily inspection reports.

Maintain a digital photographic file of the progress of the construction activities throughout the duration of the Project. This photo file will consist of color photographs taken to document specific construction activities where the information may be of future value. The photographs will be labeled as to the subject, and date of the photo and the photos will be kept in files that have been formatted to represent the specific construction area of the Project.

Reports: Each month, furnish ENGINEER and CITY the Project progress meeting minutes (as the construction contract status report) describing the progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.

The report will include as a minimum:

1. Total Project cost to date
2. Total Project cost during the period
3. Planned versus actual progress
4. Actual and/or potential defaults or violations of the construction documents
5. Remedies to the above
6. Change order activity summary (Task 204)
7. Other Project issues

Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

Promptly notify the ENGINEER of accidents relating to the Project.

Contractor Pay Applications: Review applications for payment as described in Task 104 with Contractor for compliance with the established procedure for their submission and forward those with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

On Site Construction Inspection: Provide ongoing construction inspection as needed.

Certificates, Maintenance and Operation Manuals: During the course of the work, review and determine that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to ENGINEER for review and forwarding to CITY prior to final acceptance of the work.

Start-up Assistance: Start-up services must be sufficient to transfer finished work from a construction status to operating, functional system(s). Such services may include review of contractor's start-up plan, prepare, and coordinate a start-up plan and procedures for CITY personnel use, supervise during start-up procedures, and assist CITY personnel during a period of initial operation, within the anticipated construction period.

Special Inspection: During the course of the work, arrange and coordinate Special Inspections for structural, mechanical, and electrical work.

301.2 Limitations of Authority

Except upon written instructions, Resident Project Representative:

1. Will not authorize deviation from the Contract Documents or approve substitute materials or equipment.
2. Will not undertake the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite the work.

3. Will not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Construction Documents.
4. Will not advise on or issue directions as to safety precautions and programs in connection with the work.
5. Will not authorize CITY to occupy the Project in whole, or in part.

Task 302 - Confirmation Survey

The ENGINEER will provide for surveying services as specified in the Contract documents. This includes:

1. Verify the Contractor's understanding of the facility's existing horizontal and vertical controls used to locate and layout the Project.
2. Confirm field elevation of new and existing structures.

Task 303 - Material Testing

The ENGINEER will provide for material testing service as required by the Contract Documents.

The ENGINEER will provide the services of a professional construction materials inspection and testing laboratory that meets ASTM E 329 requirements. Inspection and testing will be coordinated with the construction schedule. Testing and inspection services will include placement inspection and testing of compacted select fill and backfill, ordinary backfill, paving base, pavement subgrade, and subgrade courses; asphaltic concrete pavement inspection and field density tests and concrete testing and inspection. Samples for testing will be collected from the construction site and delivered to the laboratory. The laboratory will provide a construction materials technician to perform the field construction materials inspection and field-testing services herein outlined.

ENGINEER will review laboratory reports and reports of inspection and testing activities describing the tests and inspections made and maintain files of this documentation to be turned over to the CITY. The laboratory will itemize changes in specifications or acceptance criteria authorized by the ENGINEER and report the actual condition of all items tested and inspected. The laboratory will report directly to the ENGINEER's Construction Inspector and will receive direction with respect to work activities, duties, duration, reporting procedures, etc., from the ENGINEER's Construction Inspector.

The ENGINEER's laboratory will inspect and test for the following:

1. Soils Testing: Select backfill, backfill and subgrade materials under and around structures, paved areas, pipe trenches, and duct bank/conduit, etc., for compaction to the appropriate percentage of the moisture-density specified for each material. Selection of areas to be tested will be made by the ENGINEER. Placement of select backfill will be periodically monitored by the technician for compliance with project materials quality specifications. Field moisture-density tests will be conducted by the technician at the frequency directed by the ENGINEER. In-place density tests and sampling will be conducted by the Technician on the compacted asphalt pavement at the frequency designated by the ENGINEER. Moisture-density relationships will be determined in accordance with the moisture-density specifications specified for this Project, utilizing the appropriate method for each material type. Optimum moisture and maximum density remolded swell and plasticity index testing as required for each

sample submitted. Soil sieve analyses will be conducted prior to placement of select backfill, and embedment and granular fill materials.

2. Concrete Placements: The laboratory's technician will monitor the concrete materials, as delivered to the Project site, for compliance with the requirements of the Construction Contract Documents. These requirements include temperature, slump, air content, time of delivery and composition as delivered. The technician will report deviations from the Construction Document requirements to the ENGINEER's Resident Project Representative. ENGINEER's Representative will determine the acceptability of the products. The technician will prepare and deliver to the laboratory for testing the concrete test cylinders in accordance with the Construction Contract Documents and appropriate American Concrete Institute (ACI) Standards. Provide test cylinder control system in accordance with the Laboratory's standard control procedure.
3. Testing of Hot Mix Asphaltic Concrete: Bitumen extraction, aggregate gradation, bitumen content, laboratory density and stability test will be performed for paving operations.
4. Additional Testing: Services that may be required throughout the life of the construction period will be provided at the ENGINEER's request. Fees for these services will be invoiced through the ENGINEER to the CITY at the laboratory's standard unit rates in effect at the time these services are provided.

Written reports of testing results that identify the required data and identify conformance or non-conformance with the Construction Contract Document will be maintained by the ENGINEER and provided to the CITY at the completion of the Project. The ENGINEER will take appropriate action on such testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action the ENGINEER deems appropriate. The ENGINEER will promptly reject Work that does not conform to and comply with testing requirements.

Task 304 - Structural Submittals, RFIs, and Inspections

The SUBCONSULTANT will review, and approve (or reject as necessary) contractor technical submittals, RFIs, and/or shop drawings for compliance with the Contract Documents. Submittals will be transmitted and processed electronically using the Project's web based Construction Document Management system. Review procedures will be as specified in the Contract Documents This review does not relieve the contractor from specification requirements. Up to 5 RFIs and 25 submittals are assumed for budgeting purposes. The SUBCONSULTANT will anticipate an average of two review cycles for each submittal.

Specialized structural inspection will be required at critical stages of the work associated with the secondary clarifiers, and aeration basins. SUBCONSULTANT will provide discipline inspection up to the level of effort identified in the person-hour allocation.

SECTION 800 SERVICES DURING CONSTRUCTION

Task 801 - Submittal Review

The ENGINEER will manage, review, approve (or reject as necessary) and document / log contractor technical submittals and/or shop drawings for compliance with the Contract Documents. Submittals will be transmitted and processed electronically using the Project's web based Construction Document Management system. Review procedures will be as specified in the Contract Documents This review does not relieve the contractor from specification requirements.

Up to 150 submittals are assumed for budgeting purposes, including resubmittals. The ENGINEER will anticipate an average of 2 review cycles for each submittal. The ENGINEER will track the budget expended for submittal review beyond two submittals for reimbursement by CITY and Contractor.

The ENGINEER will maintain a submittal log showing dates of submittal, dates of return and review action. Copies of the log will be furnished to the CITY and the Contractor monthly.

Task 802 - Issue Interpretations and Clarifications

The ENGINEER will interpret the technical content of drawings and specifications with respect to requests for clarification and/or deviation from them. Requests for interpretation or clarification (RFI) will be transmitted and processed electronically using the Project's web based Construction Document Management system. Up to 25 RFIs are assumed for budgeting purposes.

Design team members will provide overview in each discipline to confirm that the decisions made in design are incorporated in the responses to RFI generated during construction.

The ENGINEER will maintain a RFI log showing dates of RFI, dates of return and review action. Copies of the log will be furnished to the CITY and the Contractor monthly.

Task 803 - Minor Changes, Change Order Requests, and Change Orders

The ENGINEER will consult with and advise the CITY concerning change order requests and change orders. Up to 20 potential contract modifications (PCMs), and up to 6 change orders (COs) are assumed for budgeting purposes.

The ENGINEER may authorize or direct minor changes in the Work which are consistent with the intent of the Contract Documents and which do not involve a change in Project cost, time for construction, Project scope, aesthetics, or approved design elements. Such minor changes will be implemented by written field order.

The ENGINEER will not have authority to direct or authorize changes in the work that involve a change in Project cost, time for construction, Project scope, aesthetics, or approved design elements without the CITY's prior written approval.

The ENGINEER will prepare and submit change order requests explaining the merits for the change and a recommendation for the CITY's approval and acceptance.

The ENGINEER will negotiate an agreement with the Contractor on behalf of the CITY as to scope of work and cost, time or both associated with the change in Work. The change order will include a written justification for the cost of the Work and will be given to CITY for final review and approval.

Task 804 - Web Based Project Document Management System

ENGINEER will provide a web-based Project Document Management System as provided by EADOC.

Task 805 - Record Drawings

The ENGINEER's Resident Project Representative will review and coordinate the record drawings maintained by the Construction Contractor. After final completion, the ENGINEER will incorporate appropriate Contractor markups into the project CAD files. The record drawings will be available to the CITY within 60 days of receipt of all data in its entirety from the Contractor.

The ENGINEER will prepare one bond copy of the Record Drawings and one electronic copy to submit to the CITY.

SECTION 900 SPECIAL SERVICES

Task 901 - Electrical Inspection

Electrical inspection services will be required at various stages of the project. ENGINEER will provide general electrical inspection in support of the RPR. The ENGINEER will support electrical inspection activities and provide discipline inspection services up to the level of effort identified in the person-hour allocation, including the following:

1. Provide electrical inspection of the following:
   a. Electrical materials and equipment
   b. Installation methods and workmanship of duct banks and exposed conduit
   c. Wire installation and terminations
   d. Wire and conduit tagging
   e. Witness contract required third party inspection
2. Inspection of duct bank wire pulls
3. Electrical support for start-up activities

Task 902 - Instrumentation and Control (I&C) Inspection

Instrumentation and Control (I&C) inspection services will be required at various stages of the project. The ENGINEER will support I&C inspection activities, and provide inspection services for interface with instrumentation, controls, and software checkout. Emphasis will be given to system startup and checkout. ENGINEER will provide discipline inspection as requested up to the level of effort identified in the person-hour allocation.

Task 903 - Operations Manual (EOM)

The ENGINEER will develop an Operations Manual for the Plant 3 Improvements. The content development process will be designed for compliance with TCEQ §217 requirements, and to meet CITY goals and objectives.

The manual will include the following:

- Background
- Theory
- Operating Strategies
- Equipment & Controls Description
- Standard & Emergency Operating Procedures
- Design Criteria
- Troubleshooting
- Safety
- Alarms
- Figures

The Manual will contain a process description in sufficient detail to describe the process to operators in a direct format. The Manual will be submitted as a MS Word (native) file and also as a PDF file. No hard copies will be provided. CITY will print hard copies if needed.

Task 904 - Startup and Training

The Contract Documents require the Contractor to assume responsibility and to demonstrate the function of each process system and subsystem. ENGINEER will witness and verify the equipment

performs as specified and the Contractor has provided equipment that operates in accordance with the specifications. After Contractor's testing is completed, ENGINEER will assist CITY operations staff in system startup and system performance testing.

CONSTRUCTION PERIOD

The Scope of Work presented herein covers work-related tasks that will be required for a construction period of 20 months (600 days). Should the construction period exceed the allotted time, an Amendment to this Contract may be required to extend the Field Services through completion of construction. CITY and ENGINEER agree to review the Contractors progress on a quarterly basis to determine ENGINEER staffing needs required to complete the project and make adjustments to the budget as needed.

BUDGET

CITY and ENGINEER have established a not-to-exceed budget of $646,120 to complete all services under this EXHIBIT A. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in EXHIBIT A. Subconsultant services will be billed at cost to ENGINEER with a 5 percent handling fee. The budget for each Task is presented in EXHIBIT B. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

ENGINEER agrees to complete these services as delineated above. Should there be a Change in Scope of Work or Time of Performance, then this can result in an amendment to this contract, which will be negotiated at that time. The level of construction services provided by the ENGINEER is highly dependent on the Contractor. Consequently, the CITY and ENGINEER agree to review the job progress at the midpoint period and at the 75 percent complete point to determine the effort required to complete job tasks and make appropriate adjustments to the budget as needed.

EXHIBIT B - FEE DEVELOPMENT

Plant 3 Improvements Project

9/11/2020

Task No.	Description	Proj Principal	Project Manager	Mng Eng IV (Elec)	Prof Eng I (HVAC)	Prof Eng I (P/Mec)	EIT I	Eng Tech V	Admin Spec I	Total Hrs (Carollo)	Cost (Carollo)	Surv/SUE (R2M)	Structural (JQ)	Materials Testing (CMT)	CM/Insp (PSC)	Sub Markup	Reimb Exp	Total Cost per Task
		Hani Michel	Jason Anderson	DENL	Tye Weber	Jon Herrboldt	Samantha Mendez	Lauree Dietzel	Carol Cavaness									
100	PROJECT MANAGEMENT AND MEETINGS	109	229	24	0	12	12	0	0	386	$ 91,447	$ -	$ -	$ -	$ -	$ -	$ -	$ 91,447
101	Project Management, and Progress Meetings	95	215							310	$ 75,385							
102	Preconstruction Conference	2	2							4	$ 998						$ -	
103	Maintain Project Documents (See Task 606)									0	$ -							
104	Administer Contractor Progress Payments (See Task 301)									0	$ -							
105	Substantial and Final Completion Inspection	12	12	24		12	12			72	$ 16,064						$ -	
300	SUBCONSULTANT SERVICES	0	0	0	0	0	0	0	0	0	$ 0	$ 2,760	$ 30,850	$ 10,000	$ 255,000	$ 14,931	$ -	$ 313,541
301	Provide Resident Project Representative (RPR)								0	0	$ 0				$ 255,000	$ 12,750		
302	Confirmation Survey								0	0	$ 0	$ 2,760				$ 138		
303	Material Testing								0	0	$ 0			$ 10,000		$ 500		
304	Structural Submittals, RFIs, and Inspections								0	0	$ 0		$ 30,850			$ 1,543		
800	SERVICES DURING CONSTRUCTION	15	132	198	25	322	279	81	120	1,172	$ 195,884	$ -	$ -	$ -	$ -	$ -	$ -	$ 195,884
801	Submittal Review (150 submittals, including resubmittals)		20	130	25	145	140			460	$ 79,430							
802	Issue Interpretations and Clarifications (RFIs) (25 RFIs)		24	16		24	24			88	$ 16,168							
803	Minor Changes, Change Order Requests, an Change Orders (20 PCMs, 6 COs)	15	48			48	48			159	$ 28,710							
804	Web-Based Project Document Management System		40			40	40		120	240	$ 33,440							
805	Record Drawings			52		65	27	81		225	$ 38,136						$ -	
900	SPECIAL SERVICES	0	56	32	0	72	72	0	40	272	$ 45,248	$ -	$ -	$ -	$ -	$ -	$ -	$ 45,248
901	Electrical Inspection			8						8	$ 1,904						$ -	
902	I&C Inspection			16						16	$ 3,808						$ -	
903	Operations Manual (EOM)		24	8		40	40		40	152	$ 23,056						$ -	
904	Startup and Training		32			32	32			96	$ 16,480						$ -	
	TOTAL CPS HOURS	124	417	254	25	406	363	81	160	1,830								
	TOTAL CPS COST	$ 32,984	$ 97,161	$ 60,452	$ 3,625	$ 58,870	$ 49,731	$ 12,636	$ 17,120		$ 332,579	$ 2,760	$ 30,850	$ 10,000	$ 255,000	$ 14,931	$ -	$ 646,120
	RATE PER HOUR	$ 266.00	$ 233.00	$ 238.00	$ 145.00	$ 145.00	$ 137.00	$ 156.00	$ 107.00									
	TOTAL LABOR COST																	$ 332,579
	TOTAL REIMBURSABLE EXPENSES AND ODC'S																	$ 313,541
	TOTAL COST										$ 332,579	$ 2,760	$ 30,850	$ 10,000	$ 255,000	$ 14,931	$ -	$ 646,120

12	Mo Prelim Des Sched	Avg Des Hrs Per Mo:	9	19	2	0	1	1	0	0	32	Construction Cost
160		Hrs per Mo Equivalent Persons:	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0		Red River Construction $ 7,257,052
20	Mo Constr Sched	Avg SDC Hrs Per Mo:	6	21	13	1	20	18	4	8	92	Total Fee Percentage of Connstruction Cost
160		Hrs per Mo Equivalent Percent Dedication	3.9%	13.0%	7.9%	0.8%	12.7%	11.3%	2.5%	5.0%		8.9%

Resolution No. 2021-R0043

Item No. 6.7

February 9, 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, Amendment No. 1 to the Professional Services Agreement Contract No. 15511 regarding professional services for Southeast Water Reclamation Plant, Plant 3 Improvements, by and between the City of Lubbock and Carollo Engineers, Inc., a Delaware corporation, 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 February 9, 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.Amend #1 Agrmt- 15511 – Southeast Water Reclamation Plant, Plant 3 Improvements
01.11.21

AMENDMENT NO. 1

TO AGREEMENT BETWEEN THE CITY OF LUBBOCK

AND

CAROLLO ENGINEERS, INC., A DELAWARE CORPORATION

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT 15511 dated and entered into the 13th day of October, 2020 by and between the City of Lubbock ("City") and Carollo Engineers, Inc., a Delaware Corporation ("Engineer").

The Consultant has entered into the Agreement with the City for performing professional services associated with the Southeast Water Reclamation Plant, Plant 3 Improvements. City desires Engineer, and Engineer agrees to perform, additional services associated with the replacement of 30-inch and 39-inch PCCP piping, as set forth in Exhibit "A", attached to and incorporated herein.

This Amendment No. 1 increases the original Agreement, contract 15511, an additional fifty-six thousand seven hundred and four and NO/100 dollars ($56,704.00) and grants a term extension of six (6) months for the performance of services set forth herein.

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

IN WITNESS HEREOF, the parties have executed this Amendment as of this 9th day of February, 2021.

CITY OF LUBBOCK

Daniel M. Pope, Mayor

CAROLLO ENGINEERS, INC.

Hani Michel, P.E. Vice President

Scott Hoff, P.E., Senior Vice President

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Michael G. Keenum, P.E., CFM, City Engineer

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

EXHIBIT A

CONSTRUCTION PHASE SERVICES – AMENDMENT 1
FOR
CITY OF LUBBOCK, TX

SOUTHEAST WATER RECLAMATION PLANT
PLANT 3 IMPROVEMENTS PROJECT

BACKGROUND

The Southeast Water Reclamation Plant (SEWRP) operates two liquid stream treatment trains: Plant 3 featuring conventional activated sludge, and Plant 4 featuring an IFAS process for biological nutrient removal. The original construction of Plant 3 occurred in the 1960s and 1970s, with some improvements being made in the mid-1990s. Plant 3 is generally in need of rehabilitation and upgrades to improve treatment performance, reduce maintenance requirements, and extend the service life of the treatment train. The City of Lubbock (CITY) elected to move forward with a Phase 1 project to replace the air header and air distribution piping between the aeration blowers and the diffusers, upgrade the secondary clarifiers, upgrade pumping of RAS and WAS, and improve secondary scum handling. The CITY authorized the ENGINEER to provide design services and prepare Contract Documents for construction of the Plant 3 Improvements Project in December 2017. The design was completed in August 2019, and proposals were received from qualified Construction Contractors in January 2020.

The selected General Contractor was excavating to locate return activated sludge piping to be reconnected to new piping when it was discovered that upon removing the overburden on the influent line to the Plant 3 aeration basins to a sufficient depth the excavation began to fill with water coming from the influent line. After a significant pumping and isolation effort on the part of the General Contractor, it was determined that the original 39-inch pre-stressed concrete cylinder pipe (PCCP) installed in 1970 had seven large holes in the pipe crown within the length of the initial excavation alone. Further uncovering of the line both upstream and downstream of the original excavation exposed more holes in the pipe crown. Based upon the condition of the pipe, there is a need to replace all 30-inch and 39-inch PCCP pipe between the Plant 3 primary clarifiers and the aeration basins. This piping was not originally a part of the project, as this piping was expected to have remained full at all times, and therefore would not be expected to exhibit crown corrosion in the way that it has.

PURPOSE

This EXHIBIT A establishes the Scope of Work, the Time of Performance, and the Engineering Services Budget for additional Construction Phase Services to be provided by the ENGINEER for the CITY as a result of the unforeseen need to replace the pipelines between the primary clarifiers and the aeration basins. This additional work requires an 8-week extension in the project contract time, and associated additional engineering review time, meetings, and drawing production. The engineering services will consist of the following:

- Section 900 – Special Services

SECTION 900 SPECIAL SERVICES

Task 905 - Major Changes/Unforeseen Conditions

ENGINEER and RPR will provide additional services associated with replacement of the 30-inch and 39-inch PCCP piping between the primary clarifiers and aeration basins.

1. Provide additional on-site RPR services for 20 hours per week for a period of eight weeks. See Exhibit C for the Subconsultant's proposal.
2. ENGINEER to attend two additional meetings, perform additional submittal review and RPR support, and provide updated Record Drawings reflecting the new piping, and changes to the original RAS pump station design.

CONSTRUCTION PERIOD

The Scope of Work presented herein covers work-related tasks that will be required for an additional contract period of 6 months, extending the Contract to April 11, 2023. As established with the original Scope of Works, should the construction period exceed the allotted time, an Amendment to this Contract may be required to extend the Field Services through completion of construction. CITY and ENGINEER agree to review the Contractors progress on a quarterly basis to determine ENGINEER staffing needs required to complete the project and make adjustments to the budget as needed.

BUDGET

CITY and ENGINEER have established a not-to-exceed budget of $56,704 to complete all services under this EXHIBIT A. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in EXHIBIT A. Subconsultant services will be billed at cost to ENGINEER with a 5 percent handling fee. The budget for each Task is presented in EXHIBIT B. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

ENGINEER agrees to complete these services as delineated above. Should there be a Change in Scope of Work or Time of Performance, then this can result in an amendment to this contract, which will be negotiated at that time. The level of construction services provided by the ENGINEER is highly dependent on the Contractor. Consequently, the CITY and ENGINEER agree to review the job progress at the midpoint period and at the 75 percent complete point to determine the effort required to complete job tasks and make appropriate adjustments to the budget as needed.



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.

Southeast Water Reclamation Plant
Plant 3 Improvements

City of Lubbock TEXAS

City of Lubbock
Capital Project
Project Cost Detail
January 10, 2023

Capital Project Number:	92444
Capital Project Name:	SEWRP Improvements Plant 3

	Budget
Encumbered/Expended	
Staff Time	$31,292
Advertising for RFQ, RFP	2,201
Professional Services Contract 13422 with Carollo Engineers	643,431
Professional Services Contract with PSC for Clarifier Design	49,900
Payment to UCA for emergency repairs at Headworks	969,587
Contract with Dowtech Contractors for Clarifier Repair	324,000
Contract 15325 with Red River Construction, Co.,	7,257,052
Contract with Carollo Engineers for EOR/RPR Services	646,120
Contract with Wunderlich Malic for SCADA Integration	88,850
Change Order 1 to Contract 15325 with Red River	391,736
Change Order 2 to Contract 15325 with Red River	308,244
Change Order 3 to Contract 15325 with Red River	103,025
Amendment 1 to Contract 15511 Carollo	56,704
Agenda Item January 10, 2023	
Amendment 2 to Contract 15511 Carollo Engineering	90,925
Change Order 4 to Contract 15325 with Red River	118,678
Encumbered/Expended To Date	11,081,744
Estimated Cost for Remainaing Appropriation	
SEWRP Improvements	49,523
Remaining Appropriation	49,523
Total Appropriation	$11,131,267

Project Name **SEWRP Improvements Plant 3** *Project Number* **92444**

Managing Department **Public Works Engineering**

Project Manager **Josh Kristinek**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope
This project includes the design and construction of Southeast Water Reclamation Plant (SEWRP) Plant 3 improvements to the secondary clarifier system, sludge pumping system, and air handling system.

This project will upgrade the plant to stop short circuiting of the clarifier mechanisms which have caused a Notice of Violation with the Texas Commission on Environmental Quality (TCEQ). This project will also repair and replace the air header and associated piping and pumps to prepare for the future SEWRP Phase IV project that includes Biological Nutrient Removal.

Project Start Date - Design:2/14/2018
Project End Date - Design: 2/18/2020
Bid Date - Construction: 5/8/2020
Award Date for Bid - Construction:8/6/2020
Project Start Date - Construction:9/28/2020
Project End Date - Construction:11/14/2022

Project Justification
Replacing and updating aging infrastructure on Plant 3 improves the wastewater treatment plant performance and will reduce emergency maintenance expenditures and system failures.

Project History
$1.0 million was appropriated in the FY 2016-17 Budget, Ord. No. 2016-O0135, October 1, 2016.
$1.5 million was appropriated in the FY 2017-18 Budget, Ord. No. 2017-O0111, October 1, 2017.
$4.8 million was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.
$956,267 was appropriated in FY 2019-20, BCR# 1920-5, March 10, 2020.
$1,200,000 was appropriated in FY 2019-20, BCR# 1920-9, July 8, 2020.
$800,000 was appropriated in the FY 2020-21 Budget, Ord. No. 2020-O0123, October 1, 2020.
$875,000 was appropriated in FY 2020-21, Budget Amendment No. 7, Ord. No. 2021-O0001, January 26, 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	10,131,267	0	0	0	0	0	0	10,131,267
Design and Engineering	1,000,000	0	0	0	0	0	0	1,000,000
Total Project Appropriation	11,131,267	0	0	0	0	0	0	11,131,267

Project Name **SEWRP Improvements Plant 3** *Project Number* **92444**

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 2011 Tax and Waterworks CO's	307,251	0	0	0	0	0	0	307,251
FY 2014 Wastewater Revenue CO's	1,520,456	0	0	0	0	0	0	1,520,456
FY 2015 Wastewater Revenue CO's	402,599	0	0	0	0	0	0	402,599
FY 2016 Wastewater Revenue CO's	988,043	0	0	0	0	0	0	988,043
FY 2017 Wastewater Revenue CO's	692,749	0	0	0	0	0	0	692,749
FY 2018 Water/Wastewater Cash	1,500,000	0	0	0	0	0	0	1,500,000
FY 2019 Water/Wastewater Cash	900,000	0	0	0	0	0	0	900,000
FY 2020 Water/Wastewater Cash	3,145,169	0	0	0	0	0	0	3,145,169
FY 2021 Water/Wastewater Cash	1,675,000	0	0	0	0	0	0	1,675,000
Total Funding Sources	11,131,267	0	0	0	0	0	0	11,131,267

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

AI# 11247
Regular City Council Meeting 5. 10.
01/10/2023:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Professional Services Agreement No. 15754, with Parkhill, for engineering services for a secondary clarifier rehabilitation project at the Southeast Water Reclamation Plant, Plant 4.

Item Summary

On February 22, 2021, Parkhill was awarded Contract No. 15754, for the preliminary design of the Southeast Water Reclamation Plant (SEWRP), Plant 4 Secondary Clarifier Rehabilitation.

On January 11, 2022, the City Council approved Amendment No. 1. This Amendment authorized the Engineer to perform final design and Bid Phase Services. Amendment No. 1 increased the base contract by $49,500, and provided 365 days of a contract extension to complete the services.

Amendment No. 2 to this contract will amend the scope of work to include Construction Phase and Resident Project Representative (RPR) services. Staff negotiated Amendment No. 2 with Parkhill, Inc., for a not to exceed amount of $142,000, with an additional 365 calendar days. The scope and fee has been negotiated for a fair and reasonable price at the current contract rates.

Fiscal Impact

Amendment No. 2 in the amount of $142,000, is funded in Capital Improvements Project 92699, SEWRP Plant 4 Secondary Clarifiers Rehabilitation.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution
Amendment No. 2
Original Agreement
Amendment 1
Location Exhibit
Budget 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, Amendment No. 2 to Professional Services Agreement No. 15754 for engineering services for a secondary clarifier rehabilitation project at the Southeast Water Reclamation Plant, Plant 4, by and between the City of Lubbock and Parkhill and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
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.Amend 2 Contract No. 15754 Parkhill Clarifier Rehab, Plant 4
12.16.22

Amendment 2
To Agreement Between
The City of Lubbock, TX
And
Parkhill

THIS IS THE SECOND AMENDMENT TO THE AGREEMENT Contract No. 15754 dated and entered into the 22nd day of April, 2021 by and between the City of Lubbock ("City") and Parkhill ("Engineer"), a Texas Corporation, for the provision of engineering services related to a secondary clarifier rehabilitation project at the Southeast Water Reclamation Plant, Plant 4 ("Project").

WITNESSETH:

WHEREAS, the City approved Amendment No. 1 to the Agreement on January 11, 2022 via Resolution No. 2022-R0006. Said Amendment enlarged the Engineer's scope of service to include final design and bid phase services for the Project.

WHEREAS, the City now desires to again increase the scope of the work to be performed by Engineer on the Project.

NOW, THEREFORE, the City and Engineer agree to the terms of this SECOND AMENDMENT:

The additional scope of services to be performed by the Engineer shall include construction phase and resident project representative (RPR) services for the Project as set forth in Exhibit "A", attached hereto and incorporated herein. These additional services shall be performed for an amount not to exceed one hundred forty-two thousand and NO/100 ($142,000.00), as set forth in Exhibit "B" attached hereto and incorporated herein. Further, the City grants the Engineer an additional three hundred sixty-five (365) days to the term of the Agreement in order to complete the aforementioned additional services.

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

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____ 2023.

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

PARKHILL

By: _____
Brian Stephens, P.E., Principal

PROFESSIONAL ENGINEERING SERVICES

SCOPE: The City of Lubbock requires construction phase services/EOR and RPR services for new mechanisms for two 110-ft diameter clarifiers at Plant 4 of the Southeast Water Reclamation Plant (SEWRP). Parkhill will provide services for the proposed construction time not to exceed 365 days.

Proposed Total Clarifier Evaluation Fee of $142,000

CPS-3: Construction Phase Services.....($30,900)

- Attend preconstruction conference
- Process submittal reviews
- Review contractors monthly pay applications
- Attend monthly construction progress meetings
- Final site inspection
- Final project closeout
- Issue record drawings of project

RPR-4: RPR Services..... ($111,100)

- Review project information and submittals
- Review contractors monthly pay applications
- Attend monthly construction progress meetings
- Inspect disassembly of existing clarifier equipment
    - 16 hours/week for 4 weeks
- Inspect installation for clarifier components
    - 16 hours/week for 20 weeks
- Clarifier startup coordination and plant-wide balancing
- Final inspection
- Final project closeout
- Plant staff coordination

EXHIBIT "A"

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: December 1, 2022

Prepared By: DWA
Principal: BMS
Project Manager: DWA

Project Name: Lubbock SEWRP Plant 4 Clarifier Imp.
Project Number: 01-5555-21.00
Task/Discipline: CPS/RPR
Projected Start Date: January 5, 2023

Fee (Revenue) Type: Hourly Rate w/Max
Markup on Direct Expenses: 15.00%
Markup on Reimbursables: 15.00%

Fee Costs Summary (Profit and Markup Included in Total Fee)		**Fee Summary** (OH and Profit in Labor, Markup included in Directs and Reimbursables)	
Labor Cost:	$140,422		
Direct Consultants:		Labor:	$140,422
Direct Expenses:		Directs:	
Reimbursable Consultants:		Subtotal:	$140,422
Reimbursable Expenses:	$1,373	Reimbursables:	$1,578
Total Fee:	**$142,000**	**Total Fee:**	**$142,000**

EXHIBIT "B"

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 15754 is entered into this 22 day of February 2021, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Parkhill Smith and Cooper, Inc., (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for Secondary Clarifier Rehabilitation Project at Southeast Water Reclamation Plant, Plant 4, (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 365 days. 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 $49,593, 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 day's 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:

Parkhill, Smith and Cooper, Inc.

Brian Stephens, P.E. Principal
4222 85th Street
Lubbock, Texas 79423
Email: bstephens@team-psc.com
Telephone: 806.473.3504
Facsimile: 806.473.3500

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

Josh Kristinek, P.E.
City of Lubbock
P.O. Box 2000
1314 Avenue K
Lubbock, Texas 79401
Telephone: (806) 775-3397

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, 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.

Q. 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.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Marta Alvarez, Director of Purchasing and
Contract Management

APPROVED AS TO CONTENT:

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

Josh Kristinek, P.E., Assistant City Engineer
Capital Projects and Design

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Firm

Parkhill, Smith and Cooper, Inc.

By: _____
Brian Stephens, P.E., Principal

PROFESSIONAL ENGINEERING SERVICES

SCOPE: The City of Lubbock requires an evaluation of two 110-ft diameter clarifiers at Plant 4 of the Southeast Water Reclamation Plant (SEWRP). The existing clarifiers are Walker Process Unimix design and were installed with the original Plant 4 improvements in 1992. PSC will provide engineering services related to an assessment of the clarifiers including: survey, mechanical, electrical and structural. PSC will not perform any process analysis of Plant 4 in connection with this project but can be negotiated for future consideration. PSC will obtain equipment replacement costs and prepare EOPC for consideration. The evaluation will establish work necessary to allow the clarifiers to function for proposed equipment design life.

Proposed Total Clarifier Evaluation Fee of $49,593

CAE-1: Condition Assessment Evaluation.....($49,593)

- Perform project management tasks including monthly progress reports, progress schedule, QA/QC and invoicing.
- Review of existing information including existing drawings and submittals
- Site visit to evaluate existing clarifiers (2 Trips, can only drain and clean one at a time)
    - Survey: Perform 3D survey to confirm grout slope of floor, weir/baffle/launder diameters, side water and total depths, and other items necessary for evaluation and equipment replacement.
    - Structural Evaluation: Perform structural evaluation of the drained clarifiers. Examine walls, grout floor and launders for deterioration. Evaluate center column anchorage for reuse and/or replacement.
    - Civil Evaluation: Perform evaluation of the mechanical clarification equipment. Examine existing bridge and walkway and determine if any equipment is reusable. Determine need for expanded diameter flocculation well without mixing.
- Site visit to evaluate existing clarifiers (1 Trip, Evaluation performed without draining)
    - Electrical Evaluation: Perform electrical evaluation of Plant 4 clarifiers. Examine existing MCC and control cabinets. Determine modifications necessary for new equipment. Evaluate conduit and wiring as possible for an equipment replacement.
- Report finding of discipline specific evaluation of the clarifiers.
- Develop options for replacement of mechanical clarification equipment. Prepare EOPC. Include any structural or electrical repairs or modifications for options developed.
- Review and discuss options with City Staff and assist in selecting option for FY 2021 construction costs.
- Incorporate staff comments
- Finalize evaluation for City budget cycle

EXHIBIT "A"

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: January 12, 2021

Prepared By: Daniel Albus
Principal: Brian Stephens
Project Manager: Daniel Albus

Project Name: SEWRP Plant 4 Clarifier Improvements
Project Number: TBD
Task/Discipline: CAE-1
Projected Start Date: February 1, 2021

Fee (Revenue) Type: Hourly Rate w/Max
Markup on Direct Expenses: 15.00%

Fee Costs Summary (Profit and Markup Included in Total Fee)		**Fee Summary** (OH and Profit in Labor, Markup included in Directs and Reimbursables)	
Labor Cost:	$49,593		
Direct Consultants:		Labor:	$49,593
Direct Expenses:		Directs:	
Reimburable Consultants:		Subtotal:	$49,593
Reimbursable Expenses:		Reimburables:	
Total Fee:	**$49,593**	**Total Fee:**	**$49,593**

EXHIBIT "B"

Labor Costs **Project:** SEWRP Plant 4 Clarifier Improvements **Project Number:** TBD **Task/Discipline:** CAE-1 **Current Fee:** $49,593

			1	2	3	4	5	6	7	8	
		Category	CivilEngineers	CivilEngineers	ElectricalEngineers	ElectricalEngineers	Surveyors	Surveyors	CivilEngineers	StructuralEngineers	
		Staff Title - Level	Sector Director Civil-PL7	Team Leader Civil-PL6	Team Leader Elec-PL6	Electrical Project Manager-PL5	Team Leader Surv-PL7	Surveyor-PL3	Civil Project Engineer-PL4	Team Leader Struc-PL6	
		Hourly/Billing Rate	$295.00	$247.00	$257.00	$227.00	$200.00	$110.00	$190.00	$236.00	
		Resource (Employee) Name (Blank if not known)	BMS	DWA	MT	ST	SW	CS/FE	TL	RH	
Task/Discipline	**Subtask/Phase**	**Trips**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Total**
Project management: progess reports, schedule and QA/QC				4							4
Review existing information including drawings, submittals and specifications			1	4	1	4				2	12
Site visit to evaluate clarifiers		2		8						16	24
Site visit to evaluate clarifiers (electrical)		1				16					16
3D survey of clarifiers		2					15	40	10		65
Report finding of discipline specific evaluation			1	21	4	12	2		16	8	64
Develop options for replacement of clarifiers			1	8							9
EOPC of options			1	8							9
Structural and electrical improvement options					1	4				4	9
Review and discuss with City Staff			4	4							8
Finalize evaluation for inclusion with City Budget			1	4					12		17
Labor Subtotals	Hours Trip Count	5	9	61	6	36	17	40	38	30	237
	Salary		$2,655	$15,124	$1,542	$8,172	$3,400	$4,400	$7,220	$7,080	$49,593

EXHIBIT "B"

Resolution No. 2022-R0006

Item No. 7.13

January 11, 2022

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to Professional Services Agreement No. 15754 for engineering services for a secondary clarifier rehabilitation project at the Southeast Water Reclamation Plant, Plant 4, by and between the City of Lubbock and Parkhill and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on January 11, 2022.

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.Amend 1 Contract No. 15754 Parkhill Clarifier Rehab, Plant 4
12.16.21

Amendment 1
To Agreement Between
The City of Lubbock, TX
And
Parkhill

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT Contract No. 15754 dated and entered into the 22nd day of April, 2021 by and between the City of Lubbock ("City") and Parkhill ("Engineer"), a Texas Corporation, for the provision of engineering services related to a secondary clarifier rehabilitation project at the Southeast Water Reclamation Plant, Plant 4 ("Project").

WITNESSETH:

WHEREAS, the now City desires to increase the scope of the work to be performed by Engineer on the Project. The new scope shall include final design and bid phase services of the Project as set forth in Exhibit A, attached to and incorporated herein. Additional services shall be for an amount not to exceed forty-nine thousand five hundred and NO/100 ($49,500.00). Further, the City grants the Engineer an additional three hundred sixty-five (365) days to the term of the Agreement in order to complete the aforementioned additional services.

WHEREAS, all other portions of the original Agreement and previous Amendments, if any, shall remain in place and are not altered by this amendment.

NOW, THEREFORE, the City and Engineer agree to the terms of this FIRST AMENDMENT:

IN WITNESS HEREOF, the parties have executed this Agreement as of this 11th day of January, 2022 2021.

CITY OF LUBBOCK

Daniel M. Pope, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

PARKHILL

By:
Brian Stephens, P.E., Principal

PROFESSIONAL ENGINEERING SERVICES

SCOPE: The City of Lubbock requires design for new mechanisms for two 110-ft diameter clarifiers at Plant 4 of the Southeast Water Reclamation Plant (SEWRP). The existing clarifiers are Walker Process Unimix design and were installed with the original Plant 4 improvements in 1992. Parkhill will design and bidding services for this project. Parkhill will not perform any process analysis of Plant 4 in connection with this project but can be negotiated for future consideration. Parkhill will prepare EOPC, plans and specifications before bidding phase services.

Proposed Total Clarifier Evaluation Fee of $49,500

DES-2: Engineering Design Services.....($41,500)

- Review of existing information including existing drawings and submittals
- Prepare technical specifications for new clarifier equipment
- Prepare plans for new clarifier equipment
- Discuss staging and phasing of the two clarifiers with staff and make recommendations
- Present plans and specs to staff and discuss
- Make corrections provided my COL staff
- Finalize plans and specs
- QA/QC
- Deliver final plans to staff
- Prepare final OPC for project

BID-3: Bidding Phase Services.....($8,000)

- Assemble advertisement and coordinate with purchasing for bidding of project
- Issue addendums as required
- Attend Pre-Bid Meeting
- Attend Bid Opening
- Prepare Bid Tabulation and recommendation of award letter

EXHIBIT "A"

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: August 15, 2021

Prepared By: Daniel Albus
Principal: Brian Stephens
Project Manager: Daniel Albus

Project Name: SEWRP Plant 4 Clarifier Improvements
Project Number: TBD
Task/Discipline: DES/BID
Projected Start Date: September 30, 2021

Fee (Revenue) Type: Hourly Rate w/Max
Markup on Direct Expenses: 15.00%

Fee Costs Summary (Profit and Markup Included in Total Fee)		**Fee Summary** (OH and Profit in Labor, Markup included in Directs and Reimbursables)	
Labor Cost:	$49,500		
Direct Consultants:		Labor:	$49,500
Direct Expenses:		Directs:	
Reimburable Consultants:		Subtotal:	$49,500
Reimbursable Expenses:		Reimburables:	
Total Fee:	**$49,500**	**Total Fee:**	**$49,500**

Labor Costs **Project:** SEWRP Plant 4 Clarifier Improvements **Project Number:** TBD **Task/Discipline:** DES/BID **Current Fee:** $49,500

			1	2	3	4	5	6	7	8	
		Category	CivilEngineers	CivilEngineers	ElectricalEngineers	ElectricalEngineers	CivilEngineers	SupportEmployees			
		Staff Title - Level	Sector Director Civil-PL7	Team Leader Civil-PL6	Team Leader Elec-PL6	Electrical Project Manager-PL5	Civil Project Engineer-PL4	Support Staff-SS3			
		Hourly/Billing Rate	$295.00	$247.00	$257.00	$227.00	$190.00	$90.00			
		Resource (Employee) Name (Blank if not known)	BMS	DWA	MT	ST	TL	CS/FE			
Task/Discipline	Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours		Hours	Total
Engineering Design Services											
	Review of existing information		1	1	1	4	4				11
	Prepare Technical Specifications			8		4	2	10			24
	Prepare plans for new equipment			12		10	16				38
	Discuss and plan staging/phasing			4			16	8			28
	Review with staff		1	4							5
	Make corrections			8		8	16	8			40
	Finalize plans and specs			8							8
	QA/QC		4		4	8	16	8			40
	Deliver final plans and specs		1	2			2				5
Bidding Phase Services											
	Assemble advertisement			2				4			6
	Issue addendums		2	4		2	4	4			16
	Attend Pre-Bid			4							4
	Attend Bid opening		2	4							6
	Prepare bid tab and recommendation			8		2	2	8			20
Labor Subtotals	Hours	Trip Count	11	69	5	38	78	50			251
	Salary		$3,245	$17,043	$1,285	$8,626	$14,820	$4,481			$49,500

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:
2021-828962

Date Filed:
12/02/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Parkhill
Lubbock, TX 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.
Contract No. 15754
Professional Services Agreement-Amendment No. 01

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ramirez, Mike	El Paso, TX United States	X	
Stills, Mary	El Paso, TX United States	X	
Nelson, Scott	Frisco, TX United States	X	
Finley, David	Frisco, TX United States	X	
Haberer, Mark	Lubbock, TX United States	X	
Haberer, Zane	Lubbock, TX United States	X	
Haberer, Dan	Austin, TX United States	X	
Haberer, John T.	Lubbock, TX United States	X	
Moss, Mike	Lubbock, TX United States	X	
Edwards, Jay	Midland, TX United States	X	

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:
2021-828962

Date Filed:
12/02/2021

Date Acknowledged:

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

Parkhill
Lubbock, TX 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.

Contract No. 15754
Professional Services Agreement-Amendment No. 01

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. ☐

6 UNSWORN DECLARATION

My name is John T. Hamilton, PE, and my date of birth is October 28, 1969.

My address is 4222 85th Street (street), Lubbock (city), TX (state), 79423 (zip code), USA (country).

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

Executed in Lubbock County, State of Texas, on the 2nd day of December (month), 20 21 (year).

John T. Hamilton

Signature of authorized agent of contracting business entity
(Declarant)

City of Lubbock
Capital Project
Project Cost Detail
January 11, 2022

Capital Project Number:	92699
Capital Project Name:	SEWRP Plant #4 Secondary Clarifier Rehabilitaion

	Budget
Staff Time	220
Professional Services Contract 15754 with Parkhill for Clarifier Design	49,935
Agenda Item January 11th, 2022	
Amendment 1 to Contract 15754	49,500
Encumbered/Expended To Date	99,655
Estimated Cost for Remainaing Appropriation	
SEWRP Clarifier Improvements	800,345
Remaining Appropriation	800,345
Total Appropriation	$ 900,000

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:
2021-828962

Date Filed:
12/02/2021

Date Acknowledged:
01/07/2022

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

Parkhill
Lubbock, TX 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.

Contract No. 15754
Professional Services Agreement-Amendment No. 01

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ramirez, Mike	El Paso, TX United States	X	
Stills, Mary	El Paso, TX United States	X	
Nelson, Scott	Frisco, TX United States	X	
Finley, David	Frisco, TX United States	X	
Haberer, Mark	Lubbock, TX United States	X	
Haberer, Zane	Lubbock, TX United States	X	
Haberer, Dan	Austin, TX United States	X	
Haberer, John T.	Lubbock, TX United States	X	
Moss, Mike	Lubbock, TX United States	X	
Edwards, Jay	Midland, TX United States	X	

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:
2021-828962

Date Filed:
12/02/2021

Date Acknowledged:
01/07/2022

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

Parkhill
Lubbock, TX 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.

Contract No. 15754
Professional Services Agreement-Amendment No. 01

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. ☐

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)

City of Lubbock Southeast Water Reclamation Plant
Project Location



As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have be 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

City of Lubbock
Capital Project
Project Cost Detail
January 10, 2023

Capital Project Number:	92699
Capital Project Name:	SEWRP Plant #4 Secondary Clarifier Rehabilitation

	Budget
Staff Time	$1,547
Professional Services Contract 15754 for Preliminary Design	49,935
Amendment 1 to Contract 15754 for Final Design	49,500
Agenda Items January 10th, 2023	
Amendment 2 to Contract 15754 for RPR and Construction Phase Services	142,000
Construction Contract 16906 for Red River Construction Co.	1,887,400
Encumbered/Expended To Date	2,130,382
Estimated Cost for Remaining Appropriation	
SEWRP Clarifier Improvements	100,960
Remaining Appropriation	100,960
Total Appropriation	$2,231,342

AI# 11249
Regular City Council Meeting 5. 11.
01/10/2023:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Public Works Contract 16906, with Red River Construction Co., for Southeast Water Reclamation Plant 4 Clarifier No.1 and No.2 Rehabilitation.

Item Summary

This project involves replacing worn and corroded components on the Southeast Water Reclamation Plant 4 Secondary Clarifiers, including the center pier, rake arms, upper and lower cage, feedwell, scum port baffle, corner braces, influent column, dispersion well, skimming mechanism, local control panel, and drive unit.

In response to RFP-23-16906-TF, proposals were received and opened on December 1, 2022, and they were as follows.

Contractor	Amount
Trew Contracting Solutions, LLC., Lubbock, Texas	$1,750,000
Red River Construction Co., Wylie, Texas	$1,887,400
Dowtech Specialty Contractors, Inc., Baird, Texas	$1,933,600

The proposals were evaluated using the following criteria: 60 points for Price, 30 points for Contractor Qualifications, and 10 points for Construction Time, for the maximum point value of 100 points per evaluator. After the proposals were evaluated by the RFP committee, the following average ranking was obtained.

Contractor	Points
Red River Construction Co., Wylie, Texas	90.13
Dowtech Specialty Contractors, Inc., Baird, Texas	86.05
Trew Contracting Solutions, LLC., Lubbock, Texas	83.00

Staff and the Evaluation Committee recommend award of the unit price contract to the highest ranked proposer, Red River Construction Co. of Wylie, Texas, for the contract amount of $1,887,400. Time for substantial completion is 335 calendar days with liquidated damages of $300 per day. This contract is awarded by the unit price and actual expenditures may be more or less depending on field conditions.

Fiscal Impact

This contract in the amount of $1,887,400, is funded in Capital Improvements Project 92699, SEWRP Plant No. 4 Secondary Clarifier Rehabilitation.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

---

Attachments

Resolution
Construction Contract
Location Exhibit
Budget Detail
Project Summary Sheet

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. 16906 for southeast water reclamation plant 4 clarifier No. 1 and No. 2 rehabilitation as per RFP 23-16906-TF, by and between the City of Lubbock and Red River Construction Co. of Wylie, Texas, 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:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Public Works Contract 16906 Southeast Water Reclamation
12.09.22

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: December 1, 2022

PROJECT NUMBER: **RFP 23-16906-TF Southeast Water Reclamation Plant 4 Clarifier No. 1 and No.2 Rehabilitation**

Proposal of Red River Construction Co. (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 construction of the referenced project, 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. The price to cover all expenses incurred in performing the work required under the contract documents.

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 335 **(to Substantial Completion)**

TOTAL CONSECUTIVE CALENDAR DAYS: 365 **(to Final Completion)**

(not to exceed 335 consecutive calendar days to Substantial Completion / 365 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 **335 Consecutive Calendar Days** with **final completion** within **365 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 **$300** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$100** 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 28 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.

City of Lubbock, TX
Public Works
RFP 23-16906-TF
Southeast Water Reclamation Plant 4 Clarifier No. 1 and No.2 Rehabilitation

Red River Construction Co. of Wylie, TX

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
Base Bid					
#1-1	Mobilization/Demobilization/Bonds/Insurance	1	LS	150,000.00	150,000.00
#1-2	Removal of all clarifier components from existing clarifier structures	2	EA	57,000.00	114,000.00
#1-3	New 316 Stainless Steel clarifier mechanisms, weirs and scum baffles as specified and shown in drawings	2	EA	637,000.00	1,274,000.00
#1-4	Installation of new clarifier components	2	EA	127,000.00	254,000.00
#1-5	Installation of electrical and controls associated with clarifier rehabilitation	2	EA	40,000.00	80,000.00
#1-6	Clarifier start up, balancing, and inspection	2	EA	7,700.00	15,400.00
				Total (Items 1-1 through 1-6):	**$ 1,887,400.00**

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 X X X X X X **Dollars ($** X X X **) or a Proposal Bond in the sum of** five percent of amount bid **Dollars ($** 5% of A.B. **), 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.

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date November 9, 2022
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Date: December 1, 2022

Authorized Signature

Dean Porter
(Printed or Typed Name)

Red River Construction Co.
Company

2804 Capital St.
Address

Wylie, Collin
City, County

Texas, 75098
State Zip Code

Telephone: 972 - 578 - 0127

Fax: 972 - 578 - 1043

Email: dean.porter@redriverconstruction.co

FEDERAL TAX ID or SOCIAL SECURITY No.

75-0981375

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

City of Lubbock Southeast Water Reclamation Plant
Project Location



As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have be 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

City of Lubbock
Capital Project
Project Cost Detail
January 10, 2023

Capital Project Number:	92699
Capital Project Name:	SEWRP Plant #4 Secondary Clarifier Rehabilitation

	Budget
Staff Time	$1,547
Professional Services Contract 15754 for Preliminary Design	49,935
Amendment 1 to Contract 15754 for Final Design	49,500
Agenda Items January 10th, 2023	
Amendment 2 to Contract 15754 for RPR and Construction Phase Services	142,000
Construction Contract 16906 for Red River Construction Co.	1,887,400
Encumbered/Expended To Date	2,130,382
Estimated Cost for Remaining Appropriation	
SEWRP Clarifier Improvements	100,960
Remaining Appropriation	100,960
Total Appropriation	$2,231,342

Purchasing and Contract Management

Project Summary

RFP 23-16906-TF
Southeast Water Reclamation Plant 4 Clarifier No. 1 and No.2 Rehabilitation

Notice was published in the Lubbock Avalanche Journal on October 30 & November 6, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from October 30 to December 1, 2022.
12 individuals attended the pre-proposal meeting.
57 vendors downloaded the documents using Bonfire.com.
38 vendors were notified separately.
3 vendors submitted proposals.

AI# 11253
Regular City Council Meeting 5. 12.
01/10/2023:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Change Order No. 1 to Contract No. 16114, with Lone Star Dirt & Paving Ltd., for 114th Street paving improvements from Slide Road to Quaker Avenue.

Item Summary

The purpose of this project is to improve 114th Street between Slide Road and Quaker Avenue to a 5-lane road, in accordance with the City of Lubbock Master Thoroughfare Plan.

Change Order No. 1 to Contract No. 16114, includes additional bid tab items for conduit, pavement markers, ground boxes, surface prep and pavement sealer, along with quantity adjustments for sidewalk included on the original bid tab. The net increase in the contract price due to Change Order No. 1 is $132,224.00 bringing the adjusted contract value to $8,993,206.02 and no increase in construction time.

Fiscal Impact

Change Order No. 1 in the amount of $132,224.00 is funded in Capital Improvements Project 92669, 114th Street – Slide Road to Quaker Avenue.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution
Change Order No.1
Original Contract
Location Exhibit
CIP Spreadsheet
Budget 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. 01 to that certain Contract No. 16114 by and between the City of Lubbock and Lone Star Dirt & Paving, Ltd., for 114th Street paving improvements from Slide Road to Quaker avenue as per RFP 22-16114-TF, and related documents. Said Change Order No. 01 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
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.ChgOrd#1-Contract 16114 Lone Star
12.16.22

Office of Purchasing and Contract Management
Change Order

Contract No: 16114	Contractor: Lone Star Dirt & Paving, Ltd.
Change Order No: 01	Contract Title: 114th St Paving Improvements Slide Rd to Quaker Ave
Bid/RFP No: PUR-2021-16114	Project No: 92669.9240.30000

"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 16114 includes additional bid tab items for conduit, pavement markers, ground boxes, surface prep and pavement sealer, along with quantity adjustments for sidewalk included on the original bid tab. This Change Order will result in an additional $132,224,48 to the Contract amount and zero additional days for construction amount.

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:	$8,860,981.54
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) $50,000	$132,224.48
	COST CENTER: 4545 ACCOUNT: 92669.9240.30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	1.5%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	$0
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	$132,224.48
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)	1.5%
G.	NEW CONTRACT AMOUNT (A+E):	$8,993,206.02

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 — Date: 12/13/22

(2) Project Architect/Engineer — Date: 12/13/22

(3) Owner's Representative — Date: 12/15/2022

(4) Director of Purchasing & Contract Management — Date: 12/16/2022

(5) Capital Project Manager — Date: 12-16-22

(6) City Attorney — Date: 12-16-22

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 #:

City of Lubbock
Public Works Contracting Office
Bid Tabulation Sheet

RFP: 22-16114-TF
TITLE: 114th Street Paving Improvements - Slide Road to Quaker Ave
CLOSE DATE: January 20, 2022 @ 2:00 PM CST
DEPT: Public Works Engineering

			Original Bid				Change Order #1		
			EOPCC		CONTRACTORS Lone Star Dirt and Paving				
	Qty	Unit	Bid Price	Total	Bid Price	Total	Qty	Bid Price	Total
BASE BID									
1 PREPARING ROW	53	STA	$2,000.00	$106,000.00	$12,000.00	$636,000.00			
2 REMOVING CONC (PAV)	958	SY	$15.00	$14,370.00	$25.00	$23,950.00			
3 REMOVING CONC (SIDEWALKS)	869	SY	$12.00	$10,428.00	$20.00	$17,380.00			
4 REMOVING CONC (DRIVEWAYS)	28	SY	$10.00	$280.00	$20.00	$560.00			
5 REMOVING CONC (CURB AND GUTTER)	2,498	LF	$6.50	$16,237.00	$15.00	$37,470.00			
6 REMOVING CONC (MISC)	55	SY	$20.00	$1,100.00	$25.00	$1,375.00			
7 REMOVING CONC (FLUME)	633	SY	$12.00	$7,596.00	$25.00	$15,825.00			
8 REMOVING STAB BASE AND ASPH PAV (2"-8")	25,305	SY	$4.00	$101,220.00	$7.00	$177,135.00			
9 FURNISHING AND PLACING TOPSOIL (4")	12,184	SY	$1.00	$12,184.00	$4.50	$54,828.00			
10 DRILL SEEDING (PERM) (RURAL) (SANDY)	12,184	SY	$1.00	$12,184.00	$0.75	$9,138.00			
11 SOIL RETENTION BLANKETS (CL 1) (TY B)	6,192	SY	$1.50	$9,288.00	$7.00	$43,344.00			
12 DRILL SHAFT (RDWY ILL POLE) (30 IN)	310	LF	$250.00	$77,500.00	$178.00	$54,580.00			
13 RIPRAP (CONC)(5 IN)	1,235	CY	$500.00	$617,500.00	$400.00	$494,000.00			
14 RAIL (HANDRAIL)(TY F)	93	LF	$120.00	$11,160.00	$125.00	$11,625.00			
15 GABION MATTRESSES (GALV)(12 IN)	139	SY	$200.00	$27,800.00	$85.00	$11,815.00			
16 CONC BOX CULV (6 FT X 3 FT)	314	LF	$380.00	$119,320.00	$600.00	$188,400.00			
17 CONC BOX CULV (6 FT X 3 FT)	224	LF	$850.00	$190,400.00	$750.00	$168,000.00			
18 CONC BOX CULV (6 FT X 2 FT)	336	LF	$350.00	$117,600.00	$550.00	$184,800.00			
19 RC PIPE (CL IV)(24 IN)	167	LF	$200.00	$33,400.00	$200.00	$33,400.00			
20 RC PIPE (CL IV)(15 IN)	90	LF	$100.00	$9,000.00	$180.00	$16,200.00			
21 INLET (COMPL)(PSL)(RG)(5FTX5FT)	1	EA	$6,500.00	$6,500.00	$4,500.00	$4,500.00			
22 INLET (COMPL)(CO)(20 FT)(FTW)	1	EA	$9,500.00	$9,500.00	$8,000.00	$8,000.00			
23 INLET (COMPL)(CCO)(5FT)(BOTH)	1	EA	$8,250.00	$8,250.00	$4,500.00	$4,500.00			
24 WINGWALL (PW - 1) (HW=6 FT)	1	EA	$20,000.00	$20,000.00	$8,000.00	$8,000.00			
25 WINGWALL (PW - 1) (HW=5 FT)	1	EA	$15,000.00	$15,000.00	$8,000.00	$8,000.00			
26 SET (TY I)(S= 6 FT)(HW= 6 FT)(6:1) (P)	14	EA	$12,000.00	$168,000.00	$2,500.00	$35,000.00			
27 ADJUSTING MANHOLES	2	EA	$1,800.00	$3,600.00	$6,000.00	$12,000.00			
28 PIPE (PVC) (SCH 40) (4 IN)	1,720	LF	$15.00	$25,800.00	$20.00	$34,400.00			
29 REMOV STR (SET)	9	EA	$400.00	$3,600.00	$1,500.00	$13,500.00			
30 REMOV STR (BOX CULVERT)	238	LF	$65.00	$15,470.00	$100.00	$23,800.00			
31 REMOV STR (SMALL FENCE)	182	LF	$5.00	$910.00	$20.00	$3,640.00			
32 ROCK FILTER DAMS (INSTALL) (TY 1)	760	LF	$35.00	$26,600.00	$50.00	$38,000.00			
33 ROCK FILTER DAMS (REMOVE)	760	LF	$10.00	$7,600.00	$20.00	$15,200.00			
34 CONSTRUCTION EXITS (INSTALL) (TY 1)	112	SY	$25.00	$2,800.00	$45.00	$5,040.00			
35 CONSTRUCTION EXITS (REMOVE)	112	SY	$10.00	$1,120.00	$25.00	$2,800.00			
36 TEMP SEDMT CONT FENCE (INSTALL)	5,732	LF	$3.00	$17,196.00	$8.00	$45,856.00			
37 TEMP SEDMT CONT FENCE (REMOVE)	5,732	LF	$1.00	$5,732.00	$3.00	$17,196.00			
38 BIODEG EROSN CONT LOGS (INSTL) (8")	80	LF	$8.00	$640.00	$8.00	$640.00			
39 BIODEG EROSN CONT LOGS (REMOVE)	80	LF	$2.00	$160.00	$4.00	$320.00			
40 CONC CURB & GUTTER (TY A)	8,179	LF	$20.00	$163,580.00	$19.00	$155,401.00			
41 CONC CURB & GUTTER (SAWTOOTH)	457	LF	$50.00	$22,850.00	$40.00	$18,280.00			
42 INTERSECTIONS (CONC)	1,847	SY	$100.00	$184,700.00	$75.00	$138,525.00			
43 DRIVEWAYS (CONC)	1,470	SY	$100.00	$147,000.00	$67.00	$98,490.00			
44 CONC SIDEWALKS (4")	9,262	SY	$50.00	$463,100.00	$52.00	$481,624.00	9	$52.00	$468.00
45 CURB RAMPS (TY 1)	-	EA	$1,700.00	$0.00	$1,500.00	$0.00			
46 CURB RAMPS (TY 7)	8	EA	$1,950.00	$15,600.00	$1,500.00	$12,000.00			
47 CURB RAMPS (TY 10)	42	EA	$1,500.00	$63,000.00	$1,500.00	$63,000.00			
48 CONC MEDIAN	549	SY	$90.00	$49,410.00	$85.00	$46,665.00			
49 MAILBOX INSTALL-S (RR-POST) TY 4	1	EA	$215.00	$215.00	$500.00	$500.00			
50 CONDT (PVC) (SCH 40) (2")	8,915	LF	$10.00	$89,150.00	$9.00	$80,235.00	4,725	$9.00	$42,525.00
51 CONDT (PVC) (SCH 40) (2") (BORE)	1,175	LF	$25.00	$29,375.00	$19.25	$22,618.75	1,145	$19.25	$22,041.25
52 GROUND BOX TY A (122311)W/APRON	7	EA	$1,000.00	$7,000.00	$880.00	$6,160.00			
53 IN SM RD SN SUP&AM TY10BWG(1)SA(P)	27	EA	$600.00	$16,200.00	$300.00	$8,100.00			
54 REMOVE SM RD SN SUP&AM	4	EA	$120.00	$480.00	$200.00	$800.00			
55 REFL PAV MRK TY I (W)4"(LNDP)(100MIL)	464	LF	$1.00	$464.00	$2.20	$1,020.80			
56 REFL PAV MRK TY I (W)8"(LNDP)(100MIL)	232	LF	$1.00	$232.00	$2.20	$510.40			
57 REFL PAV MRK TY I (W)8"(SLD)(100MIL)	1,965	LF	$1.00	$1,965.00	$2.20	$4,323.00	200	$2.20	$440.00
58 RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	2,326	LF	$0.50	$1,163.00	$1.40	$3,256.40			
59 RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	1,816	LF	$0.50	$908.00	$1.40	$2,542.40			
60 RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	7,256	LF	$1.00	$7,256.00	$1.40	$10,158.40			
61 REFL PAV MRK TY I(Y)(MED NOSE)(100MIL)	4	EA	$300.00	$1,200.00	$550.00	$2,200.00			
62 PREFAB PAV MRK TY B (W)(24")(SLD)	782	LF	$30.00	$23,460.00	$49.50	$38,709.00			
63 PREFAB PAV MRK TY B (W)(ARROW)	14	EA	$650.00	$9,100.00	$990.00	$13,860.00			
64 ELIM EXT PAV MRK & MRKS (12")	348	LF	$1.00	$348.00	$3.30	$1,148.40			
65 ELIM EXT PAV MRK & MRKS (24")	189	LF	$3.00	$567.00	$6.60	$1,247.40			
66 TRAFFIC CONTROL	18	MO	$15,000.00	$270,000.00	$20,000.00	$360,000.00			
67 MOBILIZATION	1	LS	$171,900.00	$171,900.00	$200,000.00	$200,000.00			
SUBTOTAL TOTAL BASE ITEMS 1-67				**$3,573,268.00**		**$4,231,571.95**			
AB1-1 EXCAVATION (ROADWAY AND CHANNEL)	36,213	CY	$10.00	$362,130.00	$6.00	$217,278.00			
AB1-2 EMBANKMENT (FINAL)(DENS CONT)(TY A)	1,677	CY	$15.00	$25,155.00	$9.00	$15,093.00			
AB1-3 FL BS (CMP IN PLACE)(TY A GR 1-2)(12")	37,448	SY	$20.00	$748,960.00	$30.00	$1,123,440.00			
AB1-4 4" TYPE B HMAC (BASE)	34,318	SY	$22.00	$754,996.00	$25.50	$875,109.00			
AB1-5 2" TYPE C HMAC (SURFACE)	34,318	SY	$16.50	$566,247.00	$19.00	$652,042.00			
AB1-6 CONC PVMT (CONT REINF - CRCP) (9")	5,024	SY	$100.00	$502,400.00	$94.00	$472,256.00			
AB1-7 MOBILIZATION	1	LS	$148,100.00	$148,100.00	$150,000.00	$150,000.00			
SUBTOTAL ALTERNATE ITEMS AB1-1 to AB1-7				**$3,107,988.00**		**$3,505,218.00**			
AB2-1 EXCAVATION (ROADWAY AND CHANNEL)	26,341	CY	$10.00	$263,410.00	$6.00	$158,046.00			
AB2-2 EMBANKMENT (FINAL)(DENS CONT)(TY A)	2,008	CY	$15.00	$30,120.00	$9.00	$18,072.00			
AB2-3 CONC PVMT (CONT REINF - CRCP) (9")	39,341	SY	$100.00	$3,934,100.00	$94.00	$3,698,054.00			
AB2-4 MOBILIZATION	1	LS	$211,400.00	$211,400.00	$190,000.00	$190,000.00			
SUBTOTAL ALTERNATE ITEMS AB2-1 to AB2-4				**$4,439,030.00**		**$4,064,172.00**			
AB3-1 IN RD IL (TY SA) 30T-8 (250W EQ) LED	31	EA	$3,250.00	$100,750.00	$3,300.00	$102,300.00			
AB3-2 ELEC CONDR (NO.8) BARE	10,280	LF	$2.00	$20,560.00	$1.25	$12,850.00			
AB3-3 ELEC CONDR (NO.8) INSULATED	21,020	LF	$2.00	$42,040.00	$1.30	$27,326.00			
AB3-4 ELC SRV TY A 240/480 060(NS)SS(E)SP(O)	2	EA	$10,000.00	$20,000.00	$6,875.00	$13,750.00			
AB3-5 MOBILIZATION	1	LS	$14,300.00	$14,300.00	$8,000.00	$8,000.00			
SUBTOTAL ALTERNATE ITEMS AB3-1 to AB3-5				**$197,650.00**		**$164,226.00**			
AB4-1 PREPARING ROW	5	STA	$2,000.00	$10,000.00	$12,000.00	$60,000.00			
AB4-2 REMOVING CONC (PAV)	356	SY	$15.00	$5,340.00	$25.00	$8,900.00			
AB4-3 REMOVING CONC (SIDEWALKS)	99	SY	$12.00	$1,188.00	$20.00	$1,980.00			
AB4-4 REMOVING CONC (CURB AND GUTTER)	164	LF	$6.50	$1,066.00	$15.00	$2,460.00			
AB4-5 REMOVING CONC (MISC)	120	SY	$20.00	$2,400.00	$25.00	$3,000.00			
AB4-6 REMOVING STAB BASE AND ASPH PAV (2"-8")	1,553	SY	$4.00	$6,212.00	$13.00	$20,189.00			
AB4-7 EXCAVATION (ROADWAY)	1,270	CY	$10.00	$12,700.00	$6.00	$7,620.00			
AB4-8 EMBANKMENT (FINAL)(DENS CONT)(TY A)	26	CY	$15.00	$390.00	$9.00	$234.00			
AB4-9 FURNISHING AND PLACING TOPSOIL (4")	1,749	SY	$1.00	$1,749.00	$40.00	$69,960.00			
AB4-10 DRILL SEEDING (PERM) (RURAL) (SANDY)	1,749	SY	$1.00	$1,749.00	$0.75	$1,311.75			
AB4-11 FL BS (CMP IN PLACE)(TY A GR 1-2)(12")	1,840	SY	$20.00	$36,800.00	$30.00	$55,200.00			
AB4-12 4" TYPE B HMAC (BASE)	1,690	SY	$22.00	$37,180.00	$24.00	$40,560.00			
AB4-13 2" TYPE C HMAC (SURFACE)	1,690	SY	$16.50	$27,885.00	$17.00	$28,730.00			
AB4-14 CONC PVMT (CONT REINF - CRCP) (9")	1,695	SY	$100.00	$169,500.00	$94.00	$159,330.00			
AB4-15 RC PIPE (CL IV)(30 IN)	16	LF	$200.00	$3,200.00	$240.00	$3,840.00			

AB4-16	RC PIPE (ARCH)(CL IV)(DES 4)	77	LF	$260.00	$20,020.00	$576.00	$44,352.00			
AB4-17	INLET (COMPL)(CO)(10 FT)(FTW)	2	EA	$6,500.00	$13,000.00	$7,060.00	$14,120.00			
AB4-18	INLET (COMPL)(CO)(20 FT)(FTW)	2	EA	$10,000.00	$20,000.00	$12,424.00	$24,848.00			
AB4-19	REMOV STR (INLET)	2	EA	$1,000.00	$2,000.00	$2,500.00	$5,000.00			
AB4-20	REMOV STR (PIPE)	87	LF	$16.00	$1,392.00	$100.00	$8,700.00			
AB4-21	TEMP SEDMT CONT FENCE (INSTALL)	917	LF	$3.00	$2,751.00	$8.00	$7,336.00			
AB4-22	TEMP SEDMT CONT FENCE (REMOVE)	917	LF	$1.00	$917.00	$3.00	$2,751.00			
AB4-23	CONC CURB & GUTTER (TY A)	554	LF	$20.00	$11,080.00	$19.00	$10,526.00			
AB4-24	CONC SIDEWALKS (4")	296	SY	$50.00	$14,800.00	$52.00	$15,392.00			
AB4-25	CURB RAMPS (TY 7)	4	EA	$1,500.00	$6,000.00	$1,500.00	$6,000.00			
AB4-26	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	1	EA	$600.00	$600.00	$500.00	$500.00			
AB4-27	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	941	LF	$1.00	$941.00	$2.20	$2,070.20			
AB4-28	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	108	LF	$0.50	$54.00	$1.40	$151.20			
AB4-29	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	1,257	LF	$1.00	$1,257.00	$1.40	$1,759.80			
AB4-30	PREFAB PAV MRK TY B (W)(24")(SLD)	164	LF	$30.00	$4,920.00	$49.50	$8,118.00			
AB4-31	PREFAB PAV MRK TY B (W)(ARROW)	4	EA	$650.00	$2,600.00	$990.00	$3,960.00			
AB4-32	MOBILIZATION	1	LS	$24,900.00	$24,900.00	$25,000.00	$25,000.00			
CO-1	Conduit (PVC) Sch. 40 (4")		LF					470	$31.60	$14,852.00
CO-2	Elec Condr (No. 14) Bare		LF					16,430	$1.32	$21,687.60
CO-3	REFL PAV MRK TY I (W)12"(SLD)(100MIL)		LF					90	$3.30	$297.00
CO-4	Surface Prep & Pavement Sealer (4")		LF					11862	$1.09	$12,929.58
CO-5	Surface Prep & Pavement Sealer (8")		LF					2397	$2.15	$5,153.55
CO-6	Surface Prep & Pavement Sealer (12")		LF					90	$3.45	$310.50
CO-7	Installation of ground boxes (LABOR ONLY)		EA					16	$720.00	$11,520.00
	SUBTOTAL ALTERNATE ITEMS AB4-1 to AB4-33				**$444,591.00**		**$643,898.95**			$132,224.48
AB5-1	Right of Way Restoration	1	LS	$401,011.59	$401,011.59	$401,011.59	$401,011.59			$0.00
	SUBTOTAL ALTERNATE ITEMS AB5-1				**$401,011.59**		**$401,011.59**			
	TOTAL (BASE + ALT #1 + ALT #3 + ALT #4 + ALT #5 + ALT #6) - ASPHALT OPTION				**$7,724,508.59**		**$8,945,926.49**			
	TOTAL (BASE + ALT #2 + ALT #3 + ALT #4 + ALT #5 + ALT #6) - CONCRETE OPTION				**$9,055,550.59**		**$9,504,880.49**			
	TOTAL (BASE + ALT #1) - ASPHALT OPTION				**$7,279,917.59**		**$8,302,027.54**			
	TOTAL (BASE + ALT #2 + ALT #3 + #ALT #5) - CONCRETE OPTION				**$8,610,959.59**		**$8,860,981.54**			**$8,860,981.54**
									Project Total (including CO#1)	**$8,993,206.02**

Experience Modification Rate	0.74
EMR Score	5.00
Substantial Completion	510
Final Completion	540
Construction Score (10 points)	10.00

*THIS ESTIMATE DOES NOT INCLUDE SEWER IMPROVEMENTS OR RELOCATIONS.

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

CITY OF LUBBOCK, TEXAS

114TH STREET PAVING IMPROVEMENTS
SLIDE ROAD TO QUAKER AVENUE

MAYOR
DANIEL M. POPE

CITY MANAGER
W. JARRETT ATKINSON

CITY COUNCIL

JUAN A. CHADIS	DISTRICT 1
SHELIA PATTERSON HARRIS	DISTRICT 2
JEFF GRIFFITH	DISTRICT 3
STEVE MASSENGALE	DISTRICT 4
RANDY CHRISTIAN	DISTRICT 5
LATRELLE JOY	DISTRICT 6

DIVISION DIRECTOR OF ENGINEERING / CITY ENGINEER
MICHAEL G. KEENUM, P.E., C.F.M

ASSISTANT CITY ENGINEER
JOSH KRISTINEK, P.E.

ENGINEERING CIP AND DESIGN SERVICES
BAILEY RATCLIFFE, P.E.

STATE OF TEXAS
LESLIE P. BRUCE
97360
LICENSED PROFESSIONAL ENGINEER
11/17/2021

November 2021

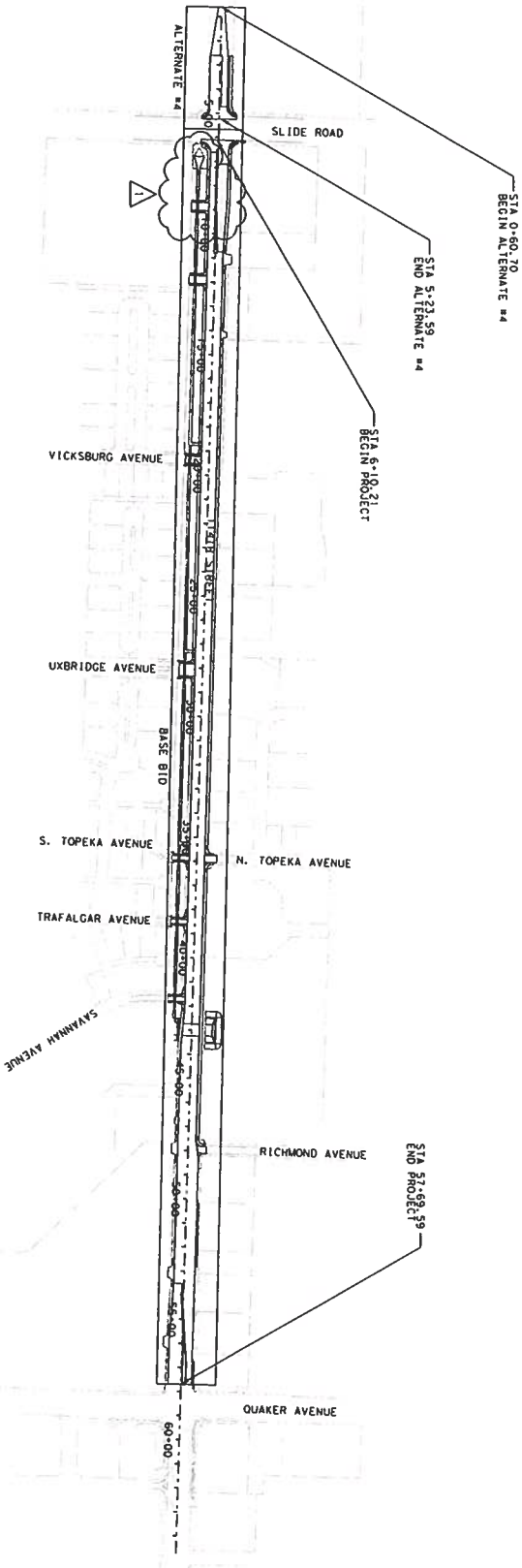
HUGO REED AND ASSOCIATES, INC.
TEXAS REGISTERED ENGINEERING FIRM F-760 TEXAS LICENSED SURVEYING FIRM 100676-00

Kimley»Horn

City of Lubbock TEXAS

DESIGN SPEED: 45 MPH

FILENAME: c:\pw\khi\dms47889\11450+GEN+PLAY.dgn
PLOTTED: 10/24/2022 3:57:05 PM



SHEET 1 OF 1

3

DATE: 11/17/2021
DESIGN: LB
DRAWN: HM
CHECKED: BT
KHA NO.: 063126033
CITY NO.:

PROJECT LAYOUT

114TH STREET PAVING IMPROVEMENTS
SLIDE RD TO QUAKER AVE

City of Lubbock TEXAS

LESLIE P. BRUCE 97360 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS
11/17/2021

No.	Revision	By	Date
1	Change Order #1	BH	10/24/22

Kimley»Horn
1207 Avenue F Ste. Suite 1
Childress, TX 79201 940-937-3423
TEXAS REGISTRATION NO F-928

HUGO REED AND ASSOCIATES, INC.
TEXAS REGISTERED ENGINEERING FIRM F-10 TEXAS LICENSED SURVEYING FIRM 100175-00

⚠1 ADDENDUM 2 - UPDATE CURB RAMP ITEM AND QUANTITIES

SUMMARY OF ROADWAY QUANTITIES

LOCATION	PREPARING ROW	RIPRAP (CONC) (5 IN)	PIPE (PVC) (SCH 40) (4 IN)	CONC CURB & GUTTER (TY A)	CONC CURB & GUTTER (SAWTOOTH)	INTERSECTIONS (CONC)	DRIVEWAYS (CONC)	CONC SIDEWALKS (4")	CURB RAMPS (TY 1)	CURB RAMPS ~~(TY 2)~~ (TY 7)	CURB RAMPS (TY 10)	CONC MEDIAN	MAILBOX INSTALL-S (RR-POST) TY 4
	STA	CY	LF	LF	LF	SY	SY	SY	EA	EA	EA	SY	EA
SHEET 1 OF 5	7	134	560	1118			816	~~1007~~1096	~~2~~ 0	4	6	218	1
SHEET 2 OF 5	12	199	280	2237	84	300	102	2483		~~4~~ 0	~~4~~ 8		
SHEET 3 OF 5	12	141	600	2122	174	904		2403		~~0~~ 2	~~6~~ 12		
SHEET 4 OF 5	12	181	280	1960	199	643	234	2245		~~6~~ 2	~~0~~ 12		
SHEET 5 OF 5	10			742			318	1044			~~4~~ 0	331	
PROJECT TOTALS	53	655	1720	8179	457	1847	1470	~~9262~~9271	~~2~~ 0	~~10~~ 2	~~20~~ 42	549	1

BASE BID - SUMMARY OF DRAINAGE QUANTITIES

LOCATION	✳ CEM STABIL BKFL	RIPRAP (CONC) (5 IN)	RAIL (HANDRAIL) (TY F)	GABION MATTRESSES (GALV) (12IN)	CONC BOX CULVERT (6 FT X 3 FT)	CONC BOX CULVERT (8 FT X 3 FT)	CONC BOX CULVERT (6 FT X 2 FT)	RC PIPE (CL IV) (24 IN)	RC PIPE (CL IV) (15 IN)	INLET (COMPL) (PSL) (RG) (5FTX5FT)	INLET (COMPL) (CO) (20 FT) (FTW)	INLET (COMPL) (CCO) (5FT) (BOTH)	WINGWALL (PW - 1) (HW=6 FT)	WINGWALL (PW - 1) (HW=5 FT)	SET (TY I) (S = 6 FT) (HW= 6 FT) (6:1) (P)
	CY	CY	LF	SY	LF	LF	LF	LF	LF	EA	EA	EA	EA	EA	EA
CULVERT LAYOUT NO. 7	33	54			49										2
DRIVEWAY NO. 7															
CULVERT LAYOUT NO. 8	31	54			49										2
DRIVEWAY NO. 8															
CULVERT LAYOUT NO. 1	31	56			47										2
VICKSBURG AVENUE															
CULVERT LAYOUT NO. 2	47	55			68										2
UXBRIDGE AVENUE															
CULVERT LAYOUT NO. 3	23	55			33										2
SOUTH TOPEKA AVENUE															
CULVERT LAYOUT NO. 4	24	56			33										2
TRAFALGAR AVENUE															
CULVERT LAYOUT NO. 5	33	72			35										2
SAVANNAH AVENUE															
CULVERT LAYOUT NO. 6	47	178	93	139		224	336			1		1	1	1	
PLAYA LAKE LO90D															
CULVERT LAYOUT NO. 9	79							167	90		1				
SLIDE STORM SEWER															
PROJECT TOTALS	348	580	93	139	314	224	336	167	90	1	1	1	1	1	14

BASE BID - SUMMARY OF REMOVAL QUANTITIES

LOCATION	REMOVING CONC (PAV)	REMOVING CONC (SIDEWALKS)	REMOVING CONC (DRIVEWAYS)	REMOVING CONC (CURB AND GUTTER)	REMOVING CONC (MISC)	REMOVING CONC (FLUME)	REMOVING STAB BASE AND ASPH PAV (2"-8")	REMOV STR (SET)	REMOV STR (BOX CULVERT)	REMOV STR (SMALL FENCE)	REMOVE SM RD SN SUP&AM	ELIM EXT PAV MRK & MRKS (12")	ELIM EXT PAV MRK & MRKS (24")
	SY	SY	SY	LF	SY	SY	SY	EA	LF	LF	EA	LF	LF
SHEET 1 OF 3	415	141	28	321		357	7797	1	56	126	1	348	101
SHEET 2 OF 3	515	728		2131	55	276	11396	8	182	56	3		
SHEET 3 OF 3	28			46			6112						88
PROJECT TOTALS	958	869	28	2498	55	633	25305	9	238	182	4	348	189

✳ THIS ITEM WILL NOT BE PAID FOR DIRECTILY BUT SHALL BE CONSIDERED SUBSIDIARY TO MOST APPLICABLE ITEM. THE QUANTITY SHOWN HERE IS FOR CONTRACTORS' INFORMATION ONLY.

Kimley»Horn
1207 Avenue P STE. 5400 (432) 687-3433
Lubbock, TX 79401 FIRM NO. F-928
TEXAS REGISTRATION NO. F-928

HR HUGO REED AND ASSOCIATES, INC.
TEXAS REGISTERED ENGINEERING FIRM F-969 TEXAS LICENSED SURVEYING FIRM 100726-00

No.	Revision	By	Date
⚠1	ADDENDUM 2	LMB	1/24/22
⚠2	Change Order #1	HM	10/24/22

114TH STREET PAVING IMPROVEMENTS
SLIDE RD TO QUAKER AVE

City of Lubbock TEXAS

QUANTITY SUMMARIES

DATE: 11/17/2021
DESIGN: LB
DRAWN: HM
CHECKED: BT
KHA NO.: 063135033
CITY NO.:

12

SHEET 1 OF 4

FILENAME: G:\2021\063135033\cms\78591\150-GEN-SUM01.dgn
PLOTTED: 10/24/2022 3:57:17 PM

SUMMARY OF SIGNING AND PAVEMENT MARKING QUANTITIES

LOCATION	IN SM RD SN SUP & AM TY10BWG (1)SA(P)	REFL PAV MRK TY I (W)4" (LNDP) (100MIL)	REFL PAV MRK TY I (W)8" (LNDP) (100MIL)	REFL PAV MRK TY I (W)8" (SLD) (100MIL)	REFL PAV MRK TY I(Y) MED NOSE) (100 MIL)	RE PM W/ RET REQ TY I (W)4" (BRK) (100MIL)	RE PM W/ RET REQ TY I (Y)4" (BRK) (100MIL)	RE PM W/ RET REQ TY I (Y)4" (SLD) (100MIL)	PREFAB PAV MRK TY B (W)(24")(SLD)	PREFAB PAV MRK TY B (W)(ARROW)	REFL PAV MRK TY I (W)12" (SLD) (100MIL)	SURFACE PREP & PAVEMENT SEALER 4"	SURFACE PREP & PAVEMENT SEALER 8"	SURFACE PREP & PAVEMENT SEALER 12"
	EA	LF	LF	LF	EA	LF	LF	LF	LF	EA	LF	LF	LF	LF
SHEET 1 OF 4	7	194	50	~~864~~ 1084	2	627	622	2486	554	4	90	3929	1134	90
SHEET 2 OF 4	12	121				1200	1042	4165				6528		
SHEET 3 OF 4	8	149	182	1081	2	499	152	605	228			1405	1263	
PROJECT TOTALS	27	464	232	~~1965~~ 2165	4	2326	1816	7256	782	4	90	11862	2397	90

1

1

SUMMARY OF EROSION CONTROL QUANTITIES

LOCATION	FURNISHING AND PLACING TOPSOIL (4")	DRILL SEEDING (PERM) (RURAL) (SANDY)	SOIL RETENTION BLANKETS (CL 1) (TY B)	ROCK FILTER DAMS (INSTALL) (TY 1)	ROCK FILTER DAMS (REMOVE)	CONSTRUCTION EXITS (INSTALL) (TY 1)	CONSTRUCTION EXITS (REMOVE)	TEMP SEDMT CONT FENCE (INSTALL)	TEMP SEDMT CONT FENCE (REMOVE)	BIODEG EROSN CONT LOGS (INSTL) (8")	BIODEG EROSN CONT LOGS (REMOVE)
	SY	SY	SY	LF	LF	SY	SY	LF	LF	LF	LF
SHEET 1 OF 3	8292	8292	931	240	240	112	112	1722	1722		
SHEET 2 OF 3	3715	3715	5261	520	520			2680	2680	80	80
SHEET 3 OF 3	153	153						1330	1330		
PROJECT TOTALS	12160	12160	6192	760	760	112	112	5732	5732	80	80

BASE BID - SUMMARY OF UTILITY QUANTITIES

LOCATION	ADJUSTING MANHOLES
	EA
SHEET 1 OF 3	
SHEET 2 OF 3	2
SHEET 3 OF 3	
PROJECT TOTALS	2

ALTERNATE #1 ASPHALT - SUMMARY OF ROADWAY QUANTITIES

LOCATION	EXCAVATION (ROADWAY AND CHANNEL)	EMBANKMENT (FINAL) (DENS CONT) (TY A)	FL BS (CMP IN PLACE) (TY A GR 1-2) (12")	4" TYPE B HMAC (BASE)	2" TYPE C HMAC (SURFACE)	CONC PVMT (CONT REINF - CRCP) (9")
	CY	CY	SY	SY	SY	SY
SHEET 1 OF 5			2702	2341	2341	2352
SHEET 2 OF 5			9274	8400	8400	
SHEET 3 OF 5			9233	8400	8400	
SHEET 4 OF 5			9522	8779	8779	381
SHEET 5 OF 5			6717	6398	6398	2291
PROJECT TOTALS	36213	1677	37448	34318	34318	5024

ALTERNATE #2 CONCRETE - SUMMARY OF ROADWAY QUANTITIES

LOCATION	EXCAVATION (ROADWAY AND CHANNEL)	EMBANKMENT (FINAL) (DENS CONT) (TY A)	CONC PVMT (CONT REINF - CRCP) (9")
	CY	CY	SY
SHEET 1 OF 5			4693
SHEET 2 OF 5			8400
SHEET 3 OF 5			8400
SHEET 4 OF 5			9160
SHEET 5 OF 5			8688
PROJECT TOTALS	26341	2008	39341

Kimley»Horn
1207 Avenue P, Ste. 1
Lubbock, Texas 79401-3433
TEXAS REGISTRATION NO. F-928
HR HUGO REED AND ASSOCIATES, INC.

No.	Revision	By	Date
1	Change Order #1	HM	10/24/22

114TH STREET PAVING IMPROVEMENTS
SLIDE RD TO QUAKER AVE

City of Lubbock TEXAS

QUANTITY SUMMARIES

DATE: 11/17/2021
DESIGN: LB
DRAWN: HM
CHECKED: BT
KHA NO.: 063128033
CITY NO.:

13

SHEET 2 OF 4

FILENAME: G:\2021\063128033\cms\178891\1450-GEN-SUM-02.dgn
PLOTTED: 10/24/2022 3:37:24 PM

BASE BID - SUMMARY OF ILLUMINATION AND FIBER QUANTITIES

LOCATION	DRILL SHAFT (RDWY ILL POLE) (30 IN)	CONDT (PVC) (SCH 40) (2")	CONDT (PVC) (SCH 40) (2") (BORE)	GROUND BOX TY A (122311)W/ APRON	*FIBER GROUND BOX	*HIGH VOLTAGE GROUND BOX	*LOW VOLTAGE GROUND BOX	CONDT (PVC) (SCH 40) (4")	ELEC CONDR (NO. 14) BARE
	LF	LF	LF	EA	EA	EA	EA	LF	LF
ILLUMINATION LAYOUT (SHEET 1 OF 3)	100	~~2,960~~ 4,650	~~255~~ 300	0	3				4,950
ILLUMINATION LAYOUT (SHEET 2 OF 3)	140	~~4,575~~ 6,750	~~585~~ 825	7	3	4	4	470 LF	8,045
ILLUMINATION LAYOUT (SHEET 3 OF 3)	70	~~1,380~~ 2,240	~~335~~ 1,195	0	2				3,435
PROJECT TOTALS	310	~~8,915~~ 13,640	~~1,175~~ 2,319	7	8	4	4	470 LF	16,430

*CITY TO PROVIDE THESE ITEMS FOR THE CONTRACTOR TO INSTALL. CONTRACTOR SHALL CONTACT RICKEY STAPP (806)-775-2144 AND PICK ITEMS UP FROM TRAFFIC OPERATIONS AT 202 MUNICIPAL DRIVE WHEN READY FOR INSTALLATION.

ALTERNATE #3 - SUMMARY OF ILLUMINATION QUANTITIES

LOCATION	IN RD IL (TY SA) 30T-8 (250W EQ) LED	ELEC CONDR (NO. 8) BARE	ELEC CONDR (NO. 8) INSULATED	ELC SRV TY A 240/480 060(NS)SS(E)S P(O)
	EA	LF	LF	EA
ILLUMINATION LAYOUT (SHEET 1 OF 3)	10	3,260	6,520	0
ILLUMINATION LAYOUT (SHEET 2 OF 3)	14	5,275	11,010	2
ILLUMINATION LAYOUT (SHEET 3 OF 3)	7	1,745	3,490	0
PROJECT TOTALS	31	10,280	21,020	2

FILENAME = c:\hrv21\001\8198\11450+TRF+ILL-01+QUANTITIES.dgn
PLOTTED: 1/12/2022 3:33:31 PM

Kimley»Horn
1207 Avenue P, Ste. 1
Lubbock, Texas 79401-3433
TEXAS REGISTRATION NO. F-928

HR HUGO REED AND ASSOCIATES, INC.
TEXAS REGISTERED ENGINEERING FIRM F-46 TEXAS REGISTERED SURVEYING FIRM LS-100

No.	Revision	By	Date
1	Change Order #1	BP	1/12/22

114TH STREET PAVING IMPROVEMENTS
SLIDE RD TO QUAKER AVE

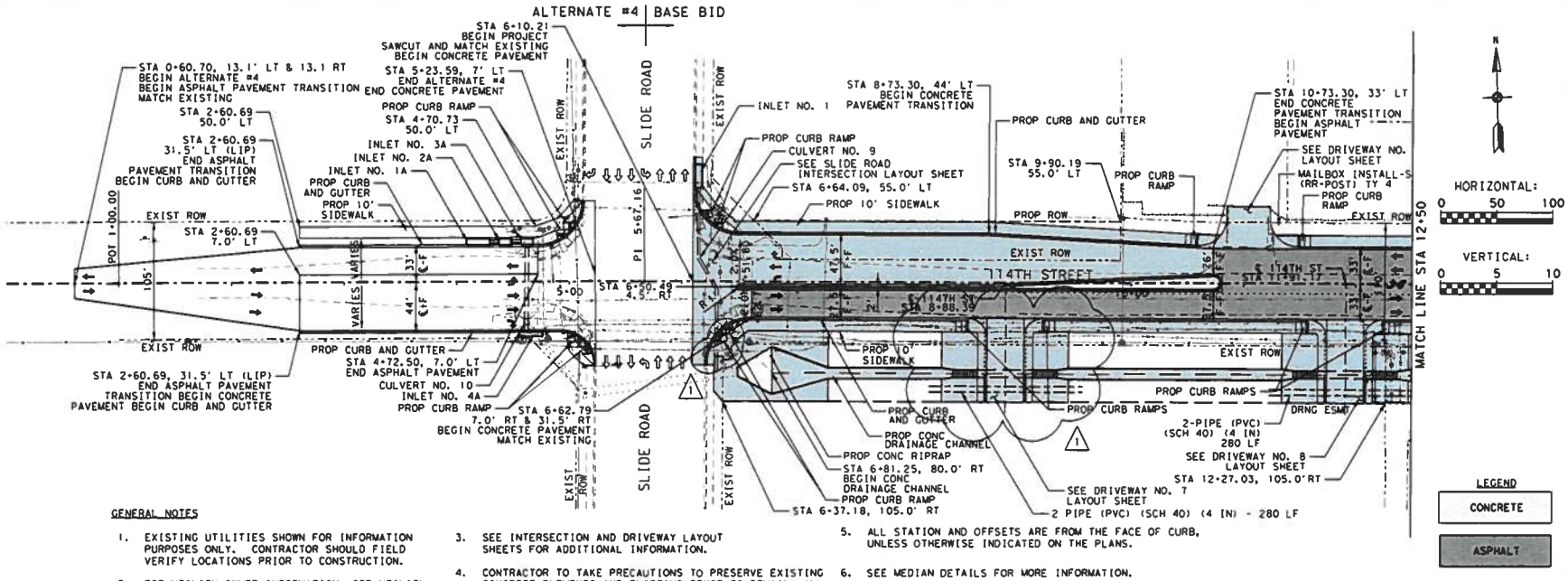
City of Lubbock TEXAS

QUANTITY SUMMARIES

DATE: 11/17/2021
DESIGN: LB
DRAWN: MM
CHECKED: BT
KHA NO.: 063126033
CITY NO.:

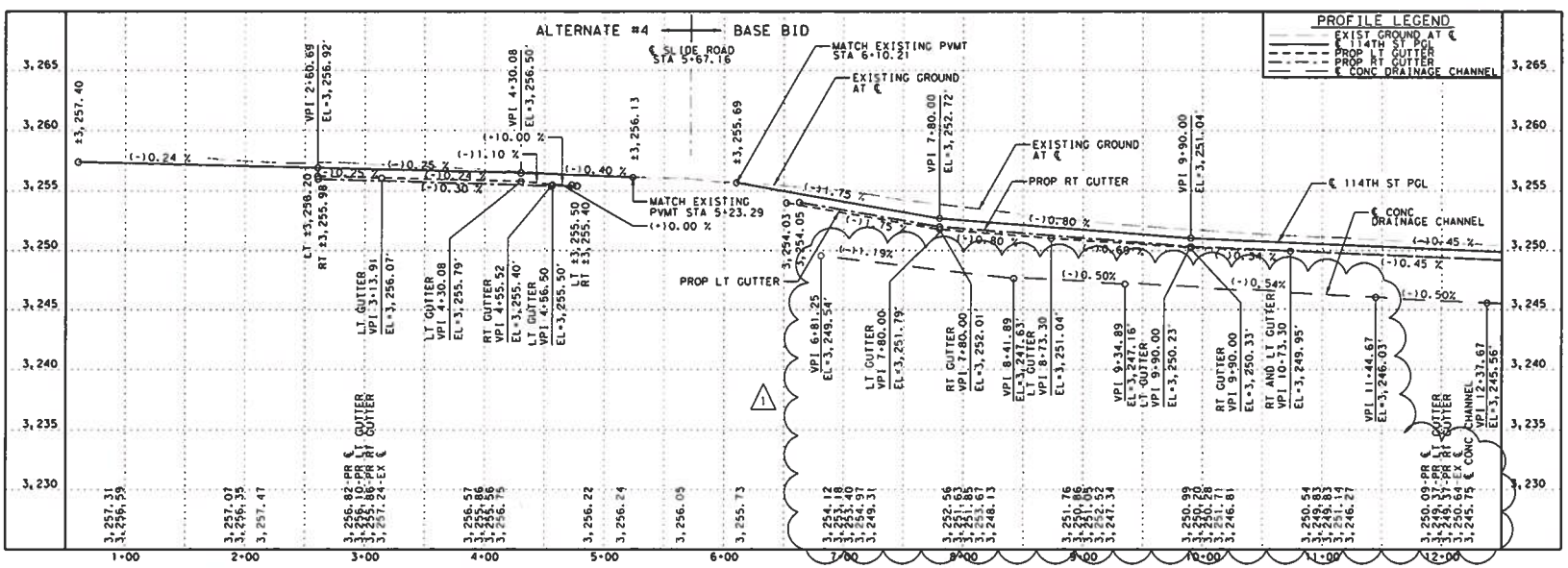
14

SHEET 3 OF 4



GENERAL NOTES

1. EXISTING UTILITIES SHOWN FOR INFORMATION PURPOSES ONLY. CONTRACTOR SHOULD FIELD VERIFY LOCATIONS PRIOR TO CONSTRUCTION.
2. FOR UTILITY OWNER INFORMATION, SEE UTILITY LAYOUT SHEETS.
3. SEE INTERSECTION AND DRIVEWAY LAYOUT SHEETS FOR ADDITIONAL INFORMATION.
4. CONTRACTOR TO TAKE PRECAUTIONS TO PRESERVE EXISTING CONCRETE ELEMENTS AND EXISTING FENCE TO REMAIN. ANY DAMAGE WILL BE CONTRACTOR'S RESPONSIBILITY.
5. ALL STATION AND OFFSETS ARE FROM THE FACE OF CURB, UNLESS OTHERWISE INDICATED ON THE PLANS.
6. SEE MEDIAN DETAILS FOR MORE INFORMATION.



FILENAME: c:\pw\khi\dms47895\114SO+RDW+PP+01.dgn
PLOTTED: 10/24/2022 3:57:39 PM

Kimley»Horn
1207 Avenue F NW, Suite 1
Calgary, TX 79201 940-937-3423
TEXAS REGISTRATION NO F-928

HUGO REED AND ASSOCIATES, INC.
TEXAS REGISTERED ENGINEERING FIRM F-96 TEXAS REGISTERED SURVEYING FIRM 10074100

No.	Revision	By	Date
1	Change Order #1	BH	10/24/22

STATE OF TEXAS
LESLIE P. BRUCE
97360
LICENSED PROFESSIONAL ENGINEER
11/17/2021
Leslie P. Bruce

114TH STREET PAVING IMPROVEMENTS
SLIDE RD TO QUAKER AVE

City of Lubbock TEXAS

PLAN AND PROFILE
BEGIN PROJECT TO STA 12+50

DATE: 11/17/2021
DESIGN: LB
DRAWN: JH
CHECKED: BT
KHA NO.: 063126033
CITY NO.:

NOTE:

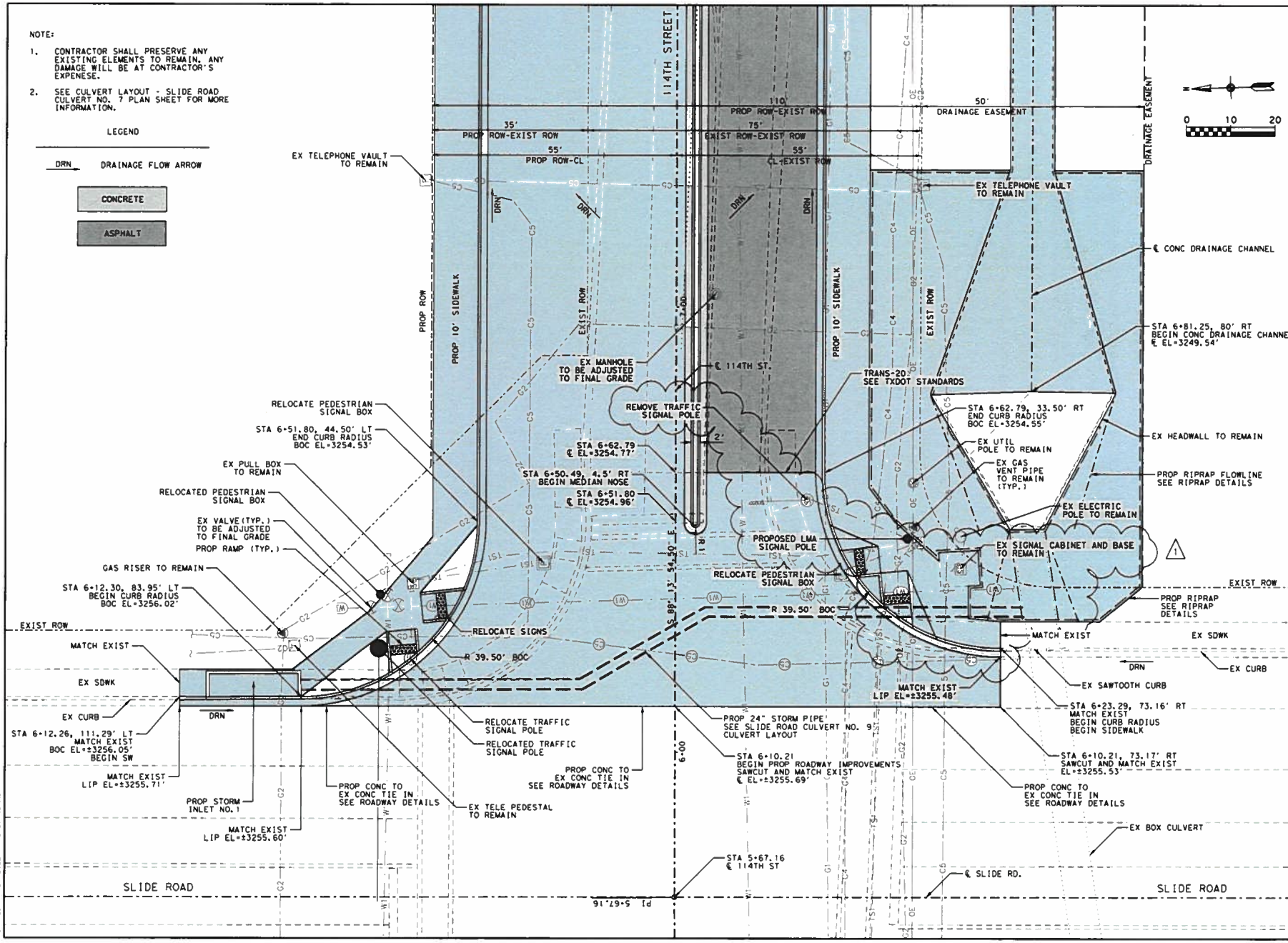
1. CONTRACTOR SHALL PRESERVE ANY EXISTING ELEMENTS TO REMAIN. ANY DAMAGE WILL BE AT CONTRACTOR'S EXPENESE.
2. SEE CULVERT LAYOUT - SLIDE ROAD CULVERT NO. 7 PLAN SHEET FOR MORE INFORMATION.

LEGEND

DRN — DRAINAGE FLOW ARROW

CONCRETE

ASPHALT



Kimley»Horn

HUGO REED AND ASSOCIATES, INC.

No.	Revision	By	Date
1	Change Order #1	HM	10/24/22

STATE OF TEXAS
LESLIE P. BRUCE
97360
LICENSED PROFESSIONAL ENGINEER
11/17/2021

Leslie P. Bruce

114TH STREET PAVING IMPROVEMENTS
SLIDE RD TO QUAKER AVE

City of Lubbock TEXAS

INTERSECTION LAYOUT

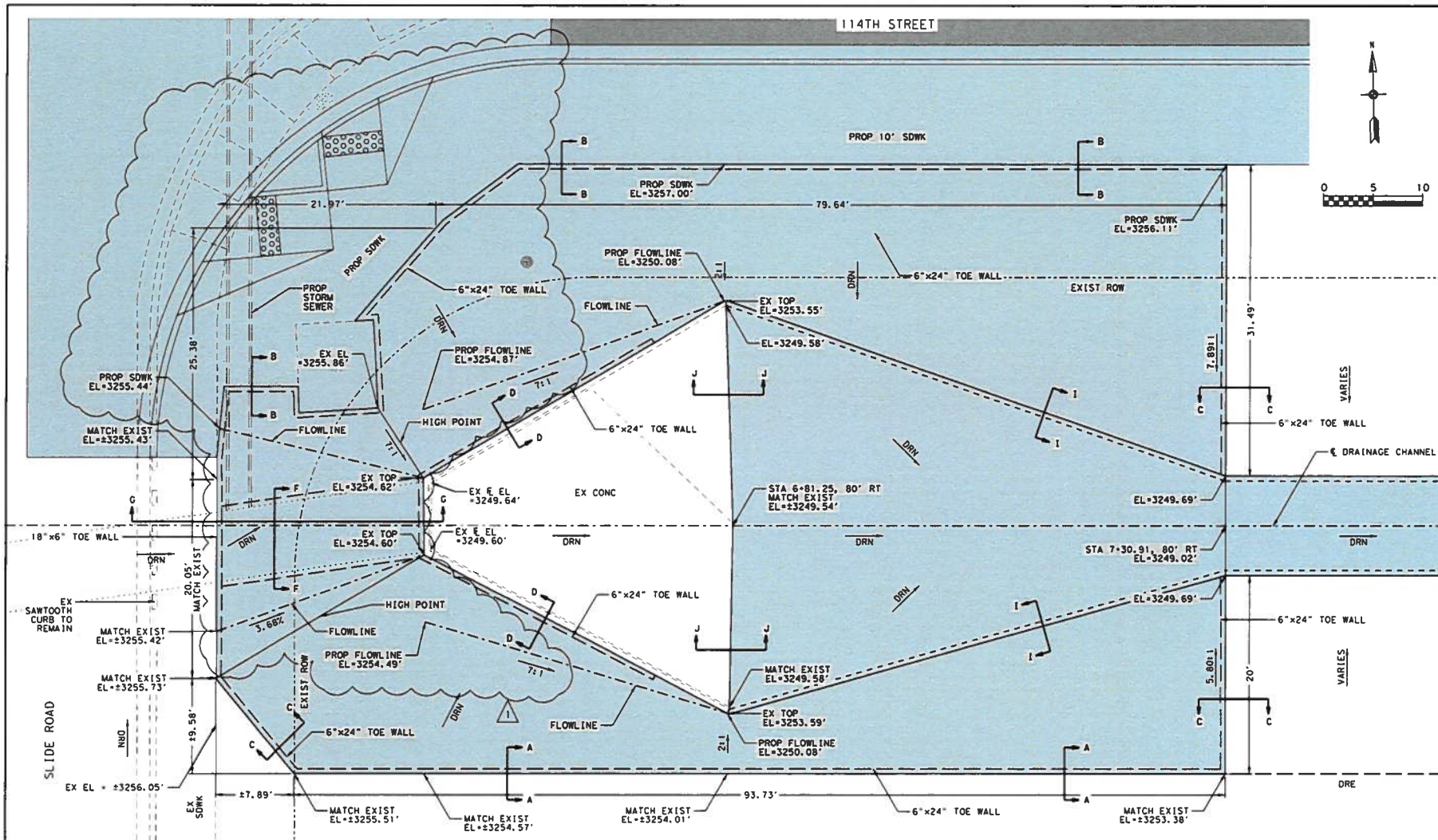
SLIDE ROAD

DATE: 11/17/2021
DESIGN: LB
DRAWN: HM
CHECKED: BT
KHA NO.: 063126033
CITY NO. 1

72

SHEET 1 OF 10

FILENAME: c:\pw\lbt\dms47895\114SO+ROW+INT+PL+SLIDE.dgn
PLOTTED: 10/24/2022 3:57:46 PM



LEGEND

CONCRETE

ASPHALT

NOTE:

1. CONTRACTOR SHALL PRESERVE ANY EXISTING ELEMENTS TO REMAIN. ANY DAMAGE WILL BE AT CONTRACTOR'S EXPENSE.
2. SEE ROADWAY PLAN & PROFILE SHEETS FOR DRAINAGE CHANNEL FLOWLINE.
3. SEE INTERSECTION LAYOUT SHEETS FOR MORE INFORMATION
4. SEE RIPRAP DETAIL SHEETS 9 OF 10 AND 10 OF 10 FOR SECTION A-A, B-B, C-C, D-D, E-E, F-F, G-G, I-I, J-J, & K-K.

DRN = DRAINAGE FLOW ARROW

Kimley»Horn
1207 Avenue F Ste. Suite 1
Chelsea, TX 79201 940-937-3423
TEXAS REGISTRATION NO F-928

HUGO REED AND ASSOCIATES, INC.

No.	Revision	By	Date
1	Change Order #1	HM	10/24/22

STATE OF TEXAS
LESLIE P. BRUCE
97360
LICENSED PROFESSIONAL ENGINEER
11/17/2021
Leslie P. Bruce

114TH STREET PAVING IMPROVEMENTS
SLIDE RD TO QUAKER AVE

City of Lubbock TEXAS

RIPRAP DETAILS

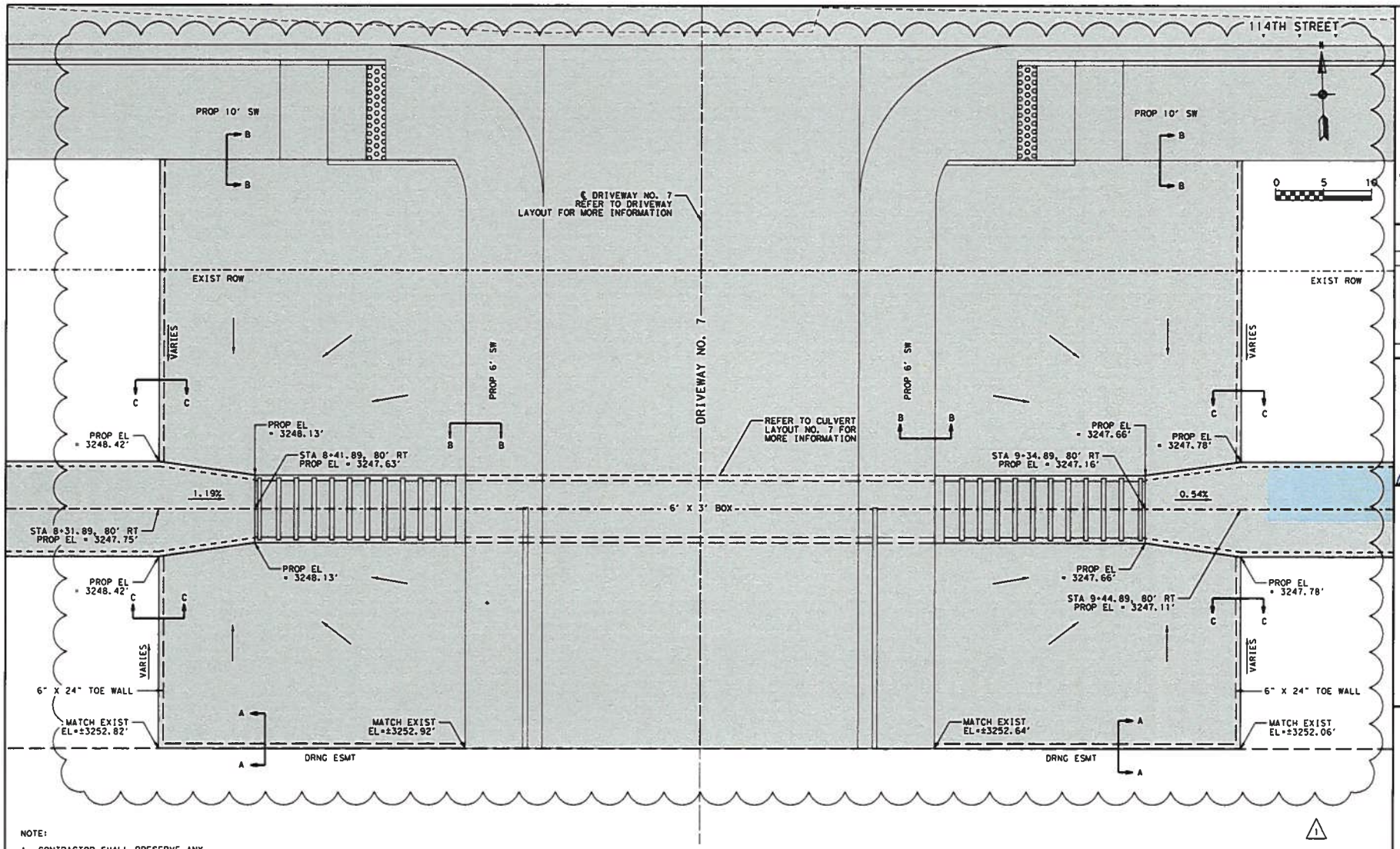
SLIDE WINGWALL

DATE: 11/17/2021
DESIGN: LB
DRAWN: HM
CHECKED: BT
KHA NO.: 063126033
CITY NO.:

82

SHEET 1 OF 10

FILENAME: G:\pw\kh1\dms47895\114SO+ROW+MISC+PL+RIPRAP+01.dgn
PLOTTED: 10/24/2022 3:57:54 PM



NOTE:

1. CONTRACTOR SHALL PRESERVE ANY EXISTING ELEMENTS TO REMAIN. ANY DAMAGE WILL BE AT CONTRACTOR'S EXPENSE.
2. SEE ROADWAY PLAN & PROFILE SHEETS FOR DRAINAGE CHANNEL FLOWLINE.
3. SEE INTERSECTION LAYOUT SHEETS FOR MORE INFORMATION
4. SEE RIPRAP DETAIL SHEETS 9 OF 10 & 10 OF 10 FOR SECTION A-A, B-B, C-C, D-D, E-E, F-F, G-G, I-I, J-J, & K-K.

DRN = DRAINAGE FLOW ARROW

LEGEND

CONCRETE

ASPHALT

FILENAME: c:\pw\khi\dms47895\114SQ+RDW+MISC+PL+RIPRAP+09.dgn
PLOTTED: 10/24/2022 3:58:04 PM

Kimley»Horn
1207 Avenue F Ste. Suite 1
Chillicothe, TX 79201 940-937-3423
TEXAS REGISTRATION NO F-928

HUGO REED AND ASSOCIATES, INC.
TEXAS REGISTERED ENGINEERING FIRM F-10 TEXAS LICENSED SURVEYING FIRM 10007500

No.	Revision	By	Date
1	Change Order #1	BH	10/24/22

STATE OF TEXAS
LESLIE P. BRUCE
97360
LICENSED
PROFESSIONAL ENGINEER
11/17/2021
Leslie P. Bruce

114TH STREET PAVING IMPROVEMENTS
SLIDE RD TO QUAKER AVE

City of Lubbock TEXAS

RIPRAP DETAILS

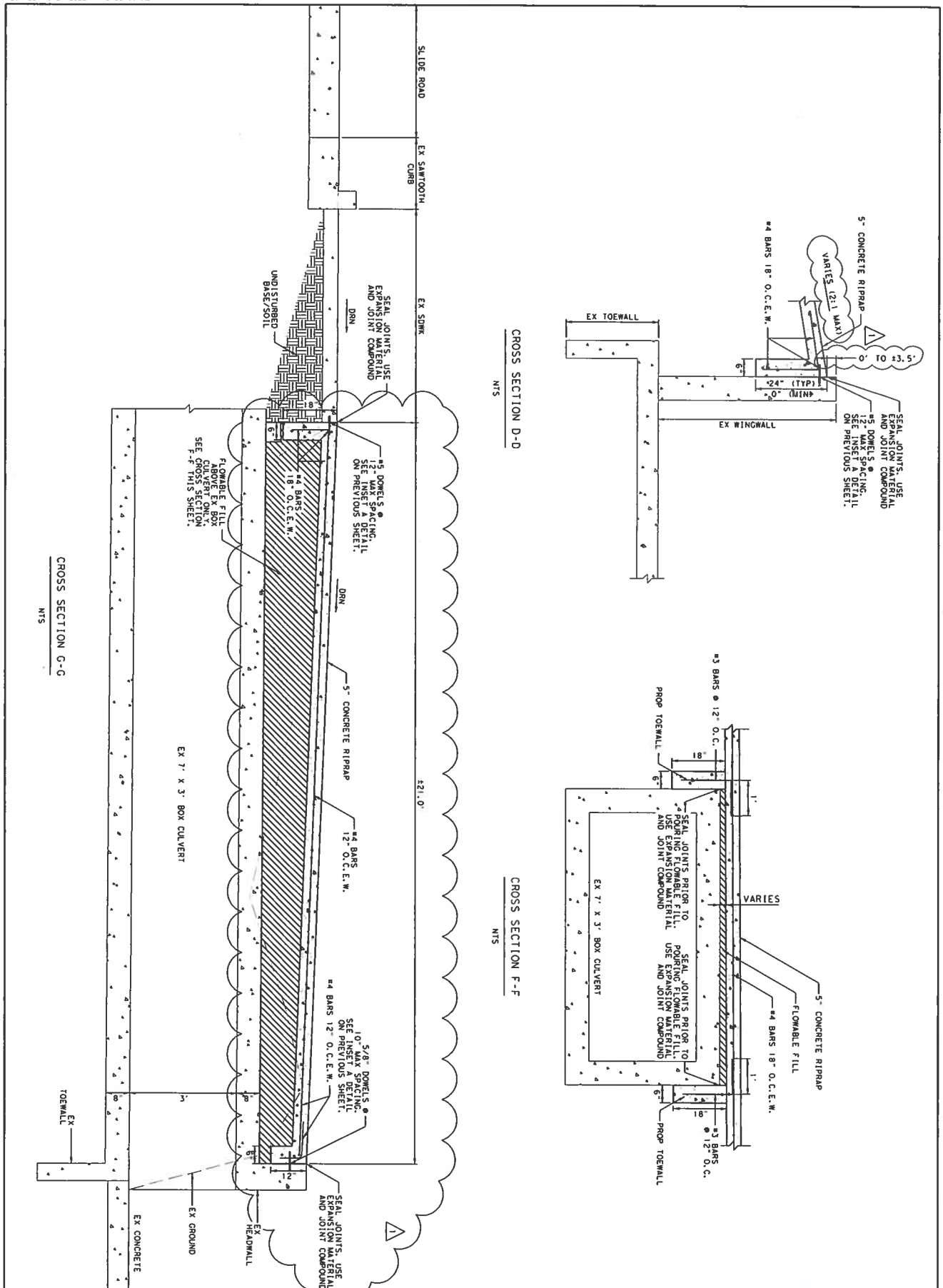
DRIVEWAY NO. 7

DATE: 11/17/2021
DESIGN: LB
DRAWN: HM
CHECKED: BT
KHA NO.: 065126033
CITY NO.:

83

SHEET 2 OF 10

FILENAME: c:\pw\khi\dms47895\114SQ-RDW-MISC-PL-RIPRAP-08.dgn
PLOTTED: 10/24/2022 3:58:11 PM



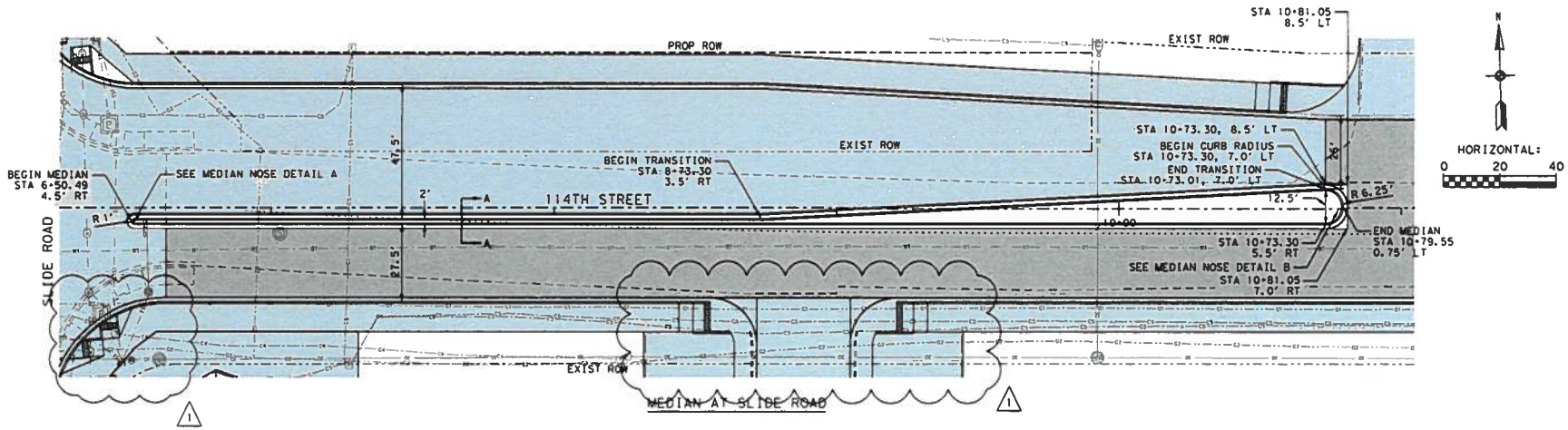
DATE: 11/17/2021	RIPRAP DETAILS	114TH STREET PAVING IMPROVEMENTS SLIDE RD TO QUAKER AVE	Kimley»Horn	
DESIGN: LB			1207 Avenue F NW, Suite 1 Childress, TX 79201 940-937-3423 TEXAS REGISTRATION NO F-928	
DRAWN: HM		City of Lubbock TEXAS		
CHECKED: BT	SECTION DETAILS		HUGO REED AND ASSOCIATES, INC.	
KHA NO.: 063126033				
CITY NO.:				

No.	Revision	By	Date
1	Change Order #1	HM	10/24/22

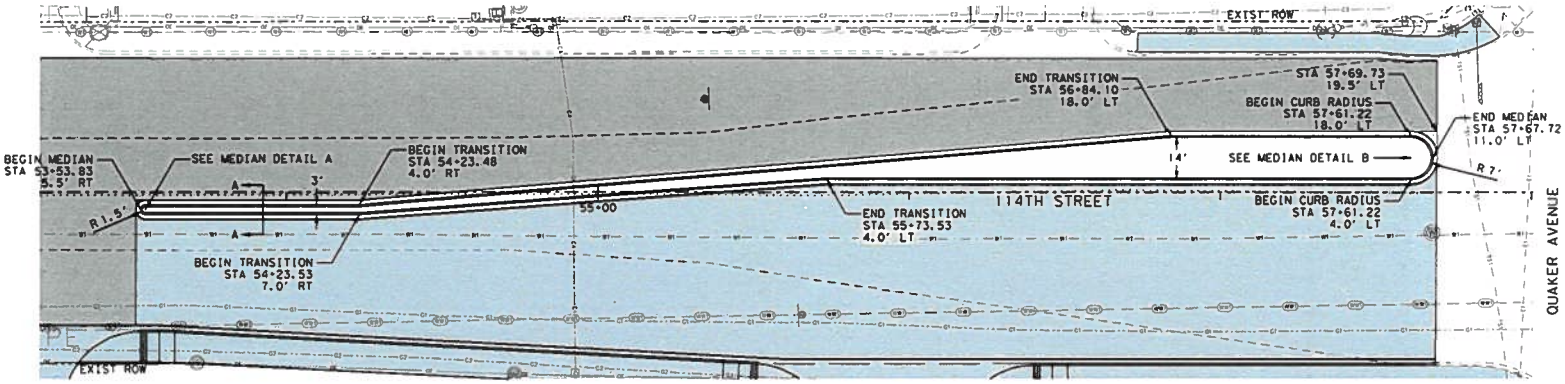
STATE OF TEXAS LESLIE P. BRUCE 97360 LICENSED PROFESSIONAL ENGINEER
11/17/2021

SHEET 10 OF 10

91



MEDIAN AT SLIDE ROAD



MEDIAN AT QUAKER AVENUE

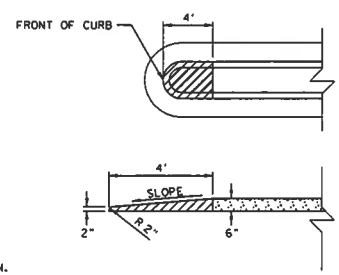
LEGEND

CONCRETE

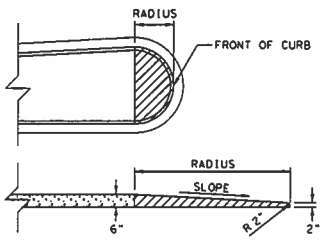
ASPHALT

NOTE:

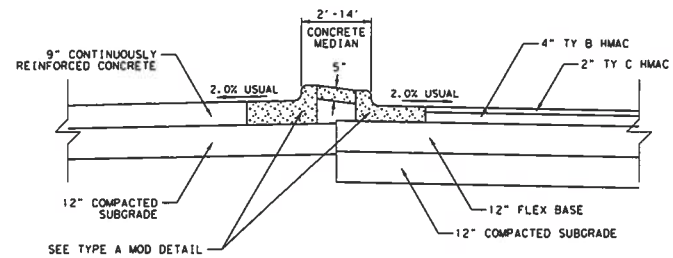
1. ALL STATIONS, OFFSETS, AND DIMENSIONS ARE FROM FACE OF CURB UNLESS OTHERWISE NOTED.
2. SEE PAVEMENT MARKING AND SIGN LAYOUT FOR MORE INFORMATION.
3. SEE ROADWAY DETAILS FOR MORE INFORMATION.



MEDIAN NOSE DETAIL A
NTS



MEDIAN NOSE DETAIL B
NTS



CROSS SECTION "A-A"
NTS

Kimley»Horn
1207 Avenue F, Ste. 1
Chicago, TX 79201 940-937-3423
TEXAS REGISTRATION NO. F-928

HUGO REED AND ASSOCIATES, INC.
TEXAS REGISTERED ENGINEERING FIRM F-98 TEXAS REGISTERED SURVEYING FIRM 10007500

No.	Revision	By	Date
1	Change Order #1	BH	10/24/22

STATE OF TEXAS
LESLIE P. BRUCE
97360
LICENSED PROFESSIONAL ENGINEER
11/17/2021
Leslie P. Bruce

114TH STREET PAVING IMPROVEMENTS
SLIDE RD TO QUAKER AVE

City of Lubbock TEXAS

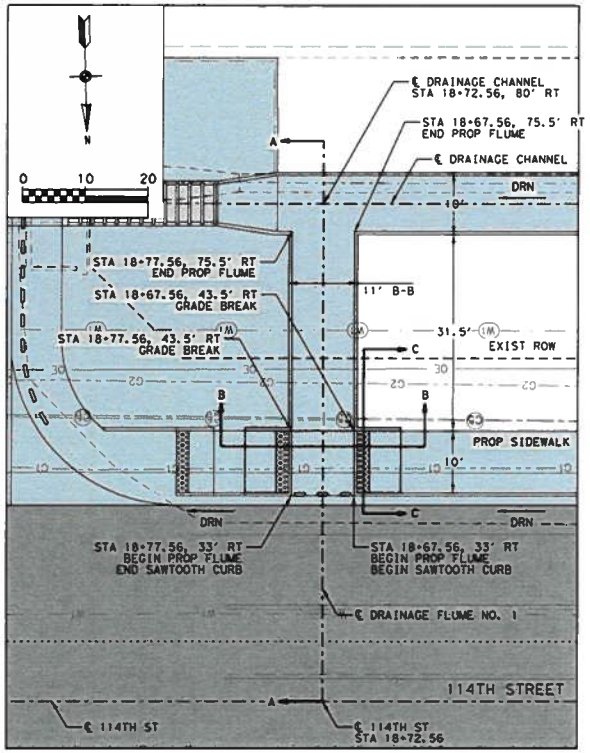
MEDIAN DETAILS

DATE: 11/17/2021
DESIGN: LB
DRAWN: HM
CHECKED: BT
KHA NO.: 063126033
CITY NO.:

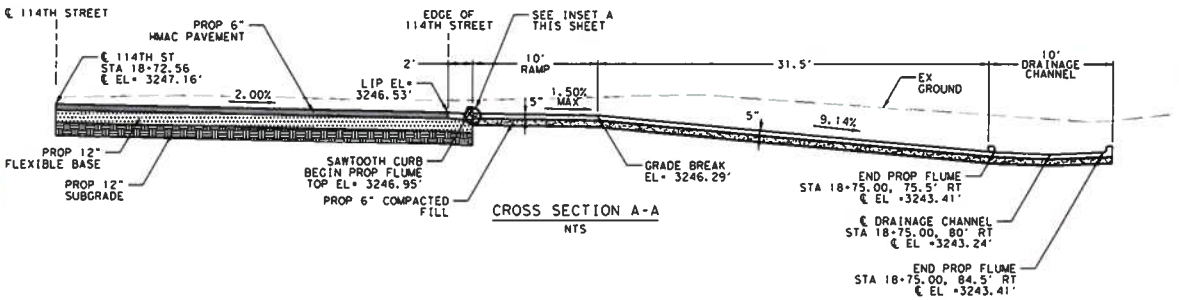
92

SHEET 1 OF 1

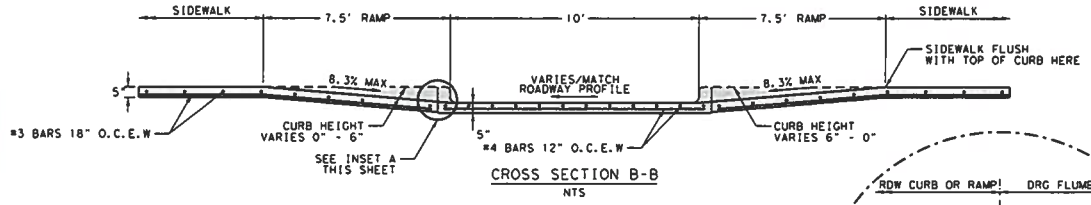
FILENAME: c:\pw\hm1\dms47895\114SQ-ROW-MISC-0-MEDIAN.dgn
PLOTTED: 10/24/2022 3:58:22 PM



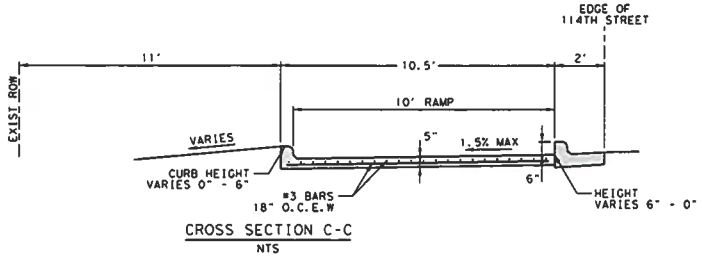
STA 18+72.56



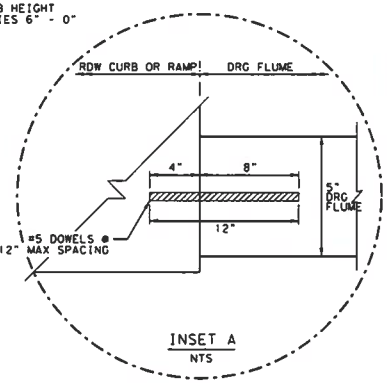
CROSS SECTION A-A
NTS



CROSS SECTION B-B
NTS



CROSS SECTION C-C
NTS



INSET A
NTS

LEGEND

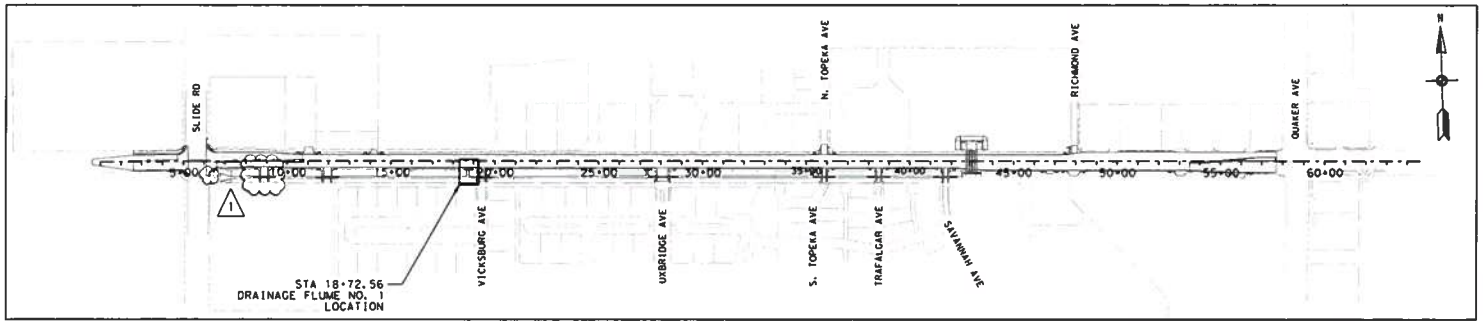
CONCRETE

ASPHALT

NOTE:

1. CONTRACTOR SHALL PRESERVE ANY EXISTING ELEMENTS TO REMAIN. ANY DAMAGE WILL BE AT CONTRACTOR'S EXPENSE.
2. SEE DRAINAGE DETAILS FOR DRAINAGE FLUME DETAILS.
3. SEE ROADWAY PLAN & PROFILE SHEETS FOR DRAINAGE CHANNEL FLOWLINE.
4. SEE INTERSECTION LAYOUT SHEETS FOR MORE INFORMATION
5. SEE CULVERT LAYOUT SHEETS FOR MORE INFORMATION

DRN ——→ = DRAINAGE FLOW ARROW



KEY PLAN

Kimley»Horn
2301 Avenue Q, Suite 1
Lubbock, TX 79405
(806) 537-3433
TEXAS REGISTRATION NO F-928

HR HUGO REED AND ASSOCIATES INC.

No.	Revision	By	Date
1	Change Order #1	BH	10/14/22

STATE OF TEXAS
LESLIE P. BRUCE
97360
LICENSED
PROFESSIONAL ENGINEER
11/17/2021

Leslie P. Bruce

114TH STREET PAVING IMPROVEMENTS
SLIDE RD TO QUAKER AVE

City of Lubbock TEXAS

MISCELLANEOUS DETAILS

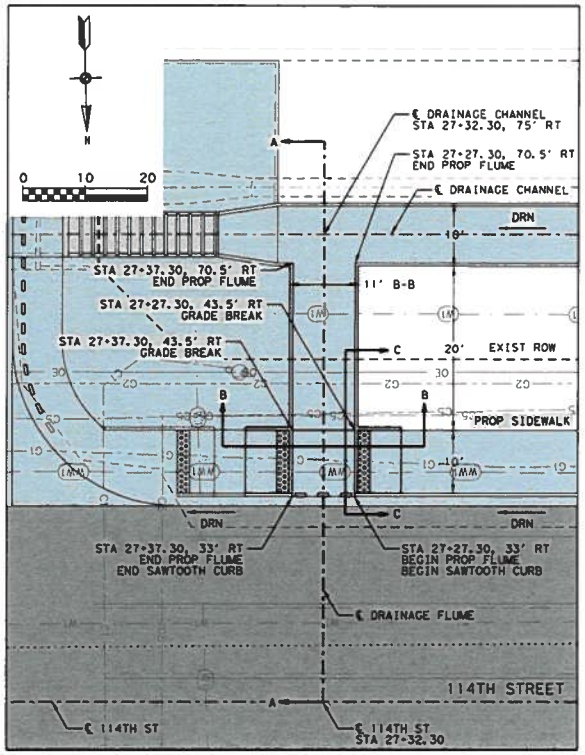
DRAINAGE FLUME NO. 1
STA 18+75.00

DATE: 11/17/2021
DESGN: LB
DRAWN: MM
CHECKED: BT
JOB NO.: 063136033
CITY NO.:

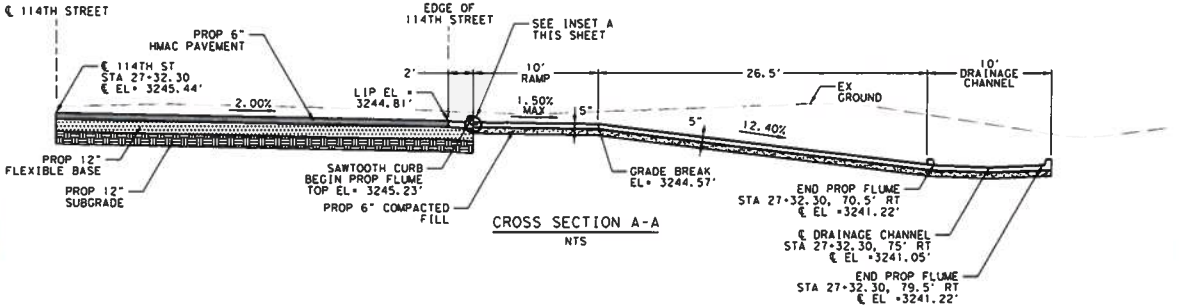
93

SHEET 1 OF 5

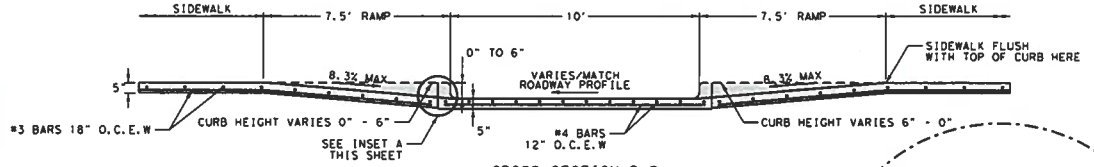
FILENAME: I:\2021\063136033\Civil\Plans\Sheets\063136033-FLUME-MISC-01.dgn
PLOTTED: 10/24/2022 3:38:31 PM



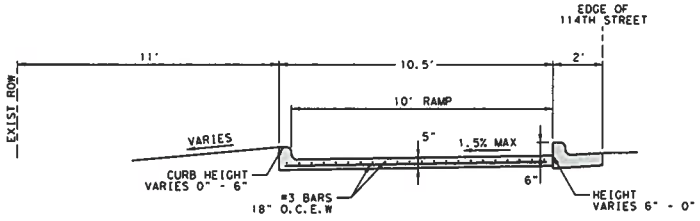
STA 27+32.30



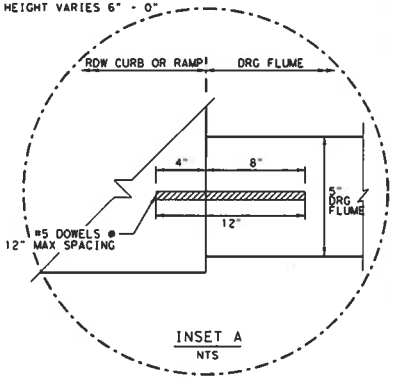
CROSS SECTION A-A
NTS



CROSS SECTION B-B
NTS



CROSS SECTION C-C
NTS



INSET A
NTS

LEGEND

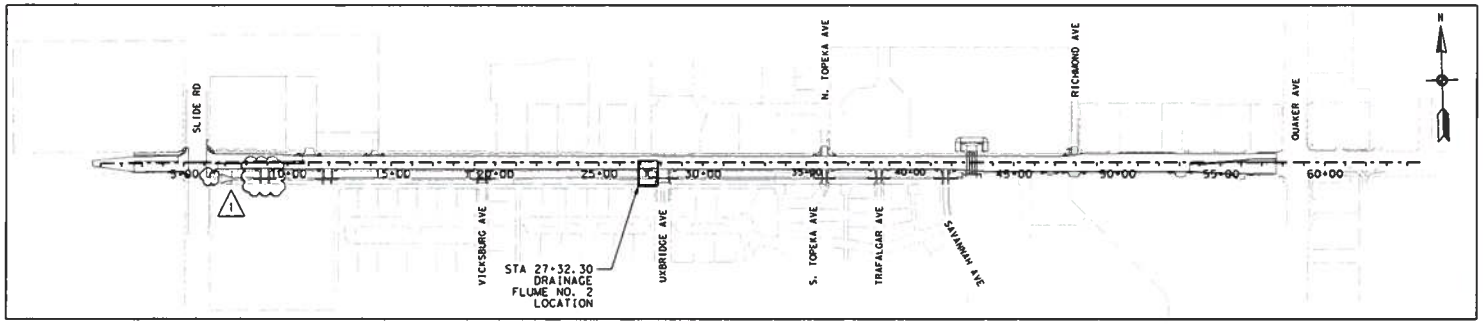
CONCRETE

ASPHALT

NOTE:

1. CONTRACTOR SHALL PRESERVE ANY EXISTING ELEMENTS TO REMAIN. ANY DAMAGE WILL BE AT CONTRACTOR'S EXPENSE.
2. SEE DRAINAGE DETAILS FOR DRAINAGE FLUME DETAILS.
3. SEE ROADWAY PLAN & PROFILE SHEETS FOR DRAINAGE CHANNEL FLOWLINE.
4. SEE INTERSECTION LAYOUT SHEETS FOR MORE INFORMATION
5. SEE CULVERT LAYOUT SHEETS FOR MORE INFORMATION

DRN → DRAINAGE FLOW ARROW



KEY PLAN

Kimley»Horn
1207 Avenue P, Ste. 524 | Lubbock, TX 79401 | 806-535-3431
TEXAS REGISTRATION NO. F-928

HR HUGO REED AND ASSOCIATES, INC.

No.	Revision	By	Date
1	Change Order #1	BK	10/24/22

STATE OF TEXAS
LESLIE P. BRUCE
97360
LICENSED PROFESSIONAL ENGINEER
11/17/2021
Leslie P. Bruce

114TH STREET PAVING IMPROVEMENTS
SLIDE RD TO QUAKER AVE

City of Lubbock TEXAS

MISCELLANEOUS DETAILS

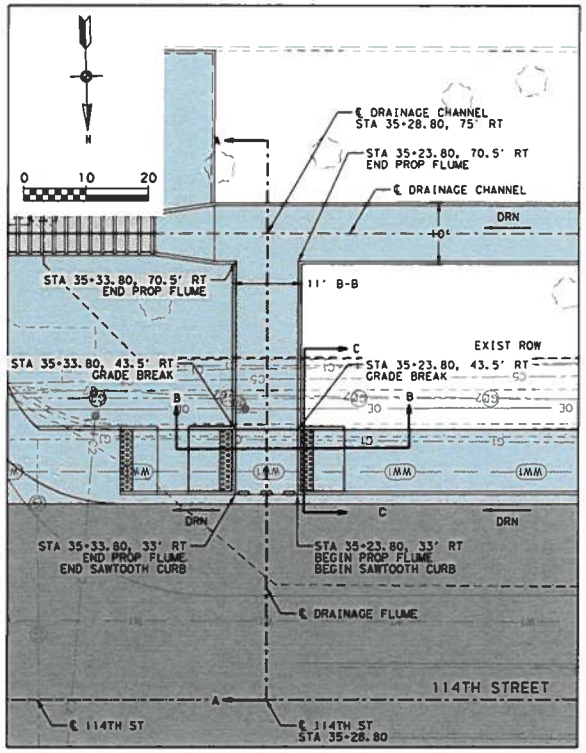
DRAINAGE FLUME NO. 2
STA 27+34.80

DATE: 11/17/2021
DESIGN: LB
DRAWN: MM
CHECKED: BT
TDA NO.: 061328033
CITY NO.:

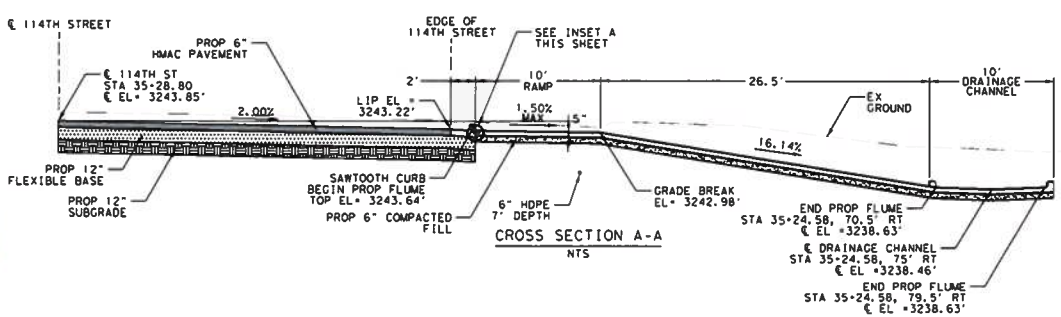
94

SHEET 2 OF 5

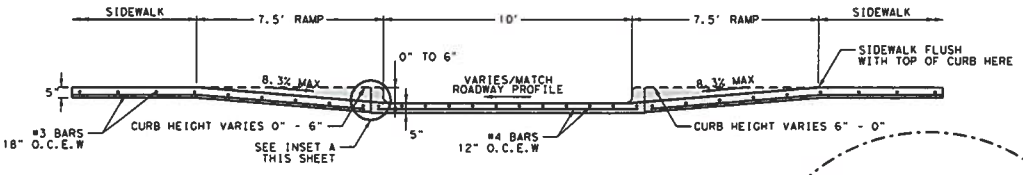
FILENAME: I:\2021\061328033\cad\plans\11 - 60 - ROW - MISC - 02.dgn
PLOTTED: 10/24/2022 3:38:41 PM



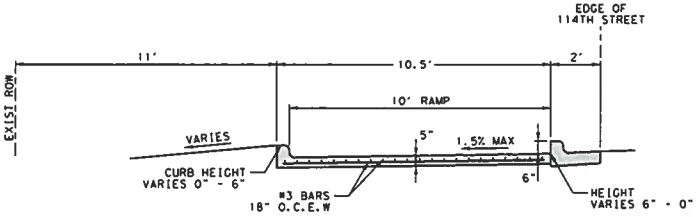
STA 35+28.80



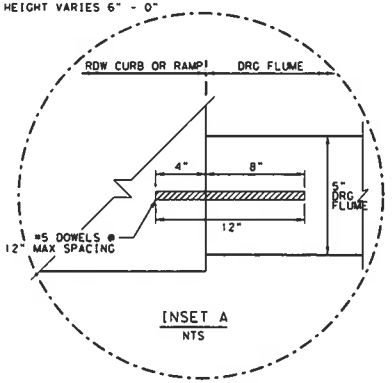
CROSS SECTION A-A
NTS



CROSS SECTION B-B



CROSS SECTION C-C
NTS



INSET A
NTS

LEGEND

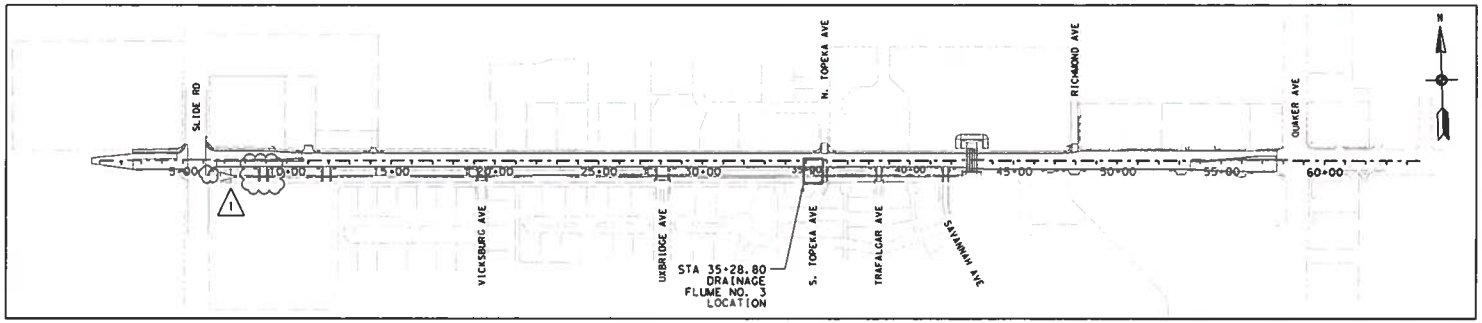
CONCRETE

ASPHALT

NOTE:

1. CONTRACTOR SHALL PRESERVE ANY EXISTING ELEMENTS TO REMAIN. ANY DAMAGE WILL BE AT CONTRACTOR'S EXPENSE.
2. SEE DRAINAGE DETAILS FOR DRAINAGE FLUME DETAILS.
3. SEE ROADWAY PLAN & PROFILE SHEETS FOR DRAINAGE CHANNEL FLOWLINE.
4. SEE INTERSECTION LAYOUT SHEETS FOR MORE INFORMATION
5. SEE CULVERT LAYOUT SHEETS FOR MORE INFORMATION

DRN → • DRAINAGE FLOW ARROW



KEY PLAN

Kimley»Horn
1301 Avenue P, Ste. 201 • Lubbock, TX 79401-3433
(806) 698-0202
TEXAS REGISTRATION NO. F-928

HR HUGO REED AND ASSOCIATES INC.
TEXAS REGISTERED ENGINEERING FIRM F-96 TEXAS REGISTERED SURVEYING FIRM LS-100

No.	Revision	By	Date
1	Change Order #1	BK	8/24/21

STATE OF TEXAS
LESLIE P. BRUCE
97360
LICENSED PROFESSIONAL ENGINEER
11/17/2021
Leslie P. Bruce

114TH STREET PAVING IMPROVEMENTS
SLIDE RD TO QUAKER AVE

City of Lubbock TEXAS

MISCELLANEOUS DETAILS

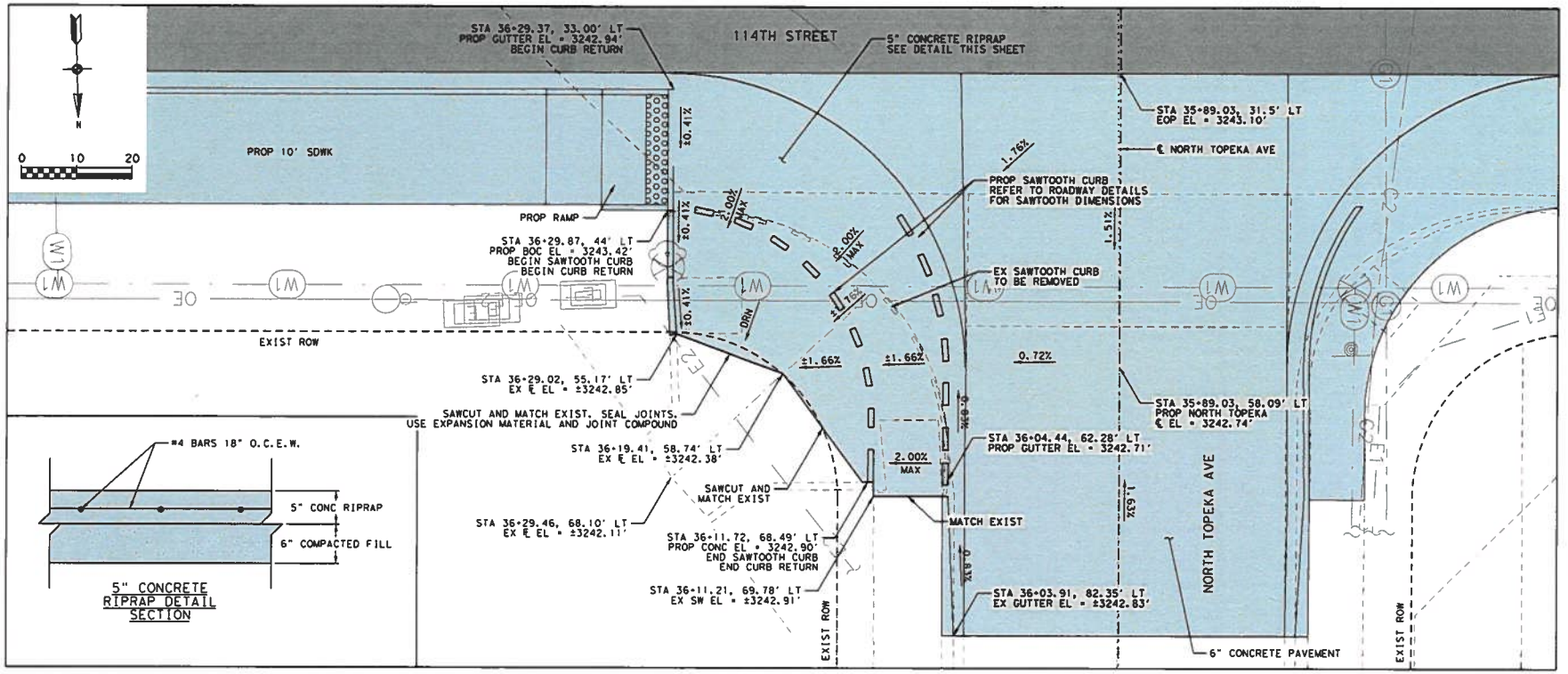
DRAINAGE FLUME NO. 3
STA 35+24.58

DATE:	11/17/2021
DESIGN:	LB
DRAWN:	HM
CHECKED:	BT
KHA NO.:	063135033
CITY NO.:	

95

SHEET 3 OF 5

FILENAME: G:\2021\063135033\cad\ROW\MISC-03.dgn
PLOTTED: 10/24/2022 8:38:50 AM



LEGEND

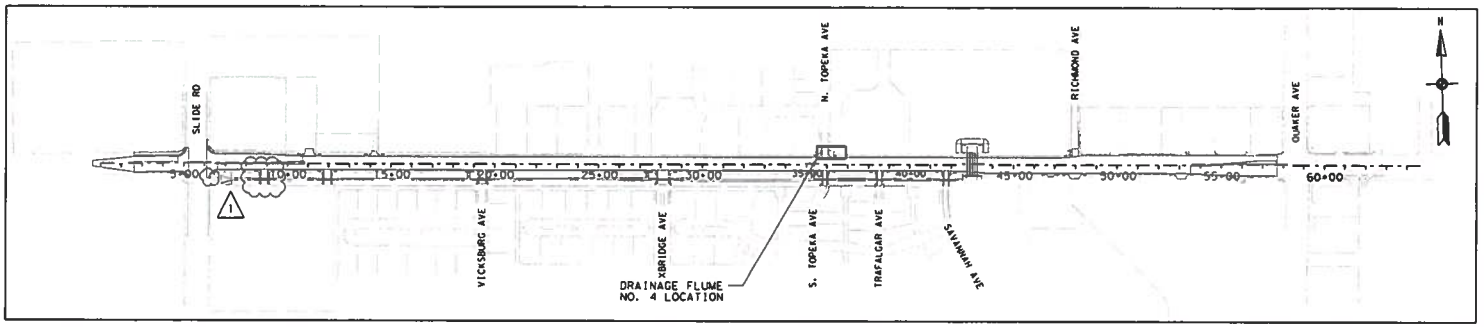
CONCRETE

ASPHALT

NOTE:

1. CONTRACTOR SHALL PRESERVE ANY EXISTING ELEMENTS TO REMAIN. ANY DAMAGE WILL BE AT CONTRACTOR'S EXPENSE.
2. SEE INTERSECTION LAYOUT SHEETS FOR MORE INFORMATION.

DRN ——→ = DRAINAGE FLOW ARROW



KEY PLAN

Kimley»Horn

HUGO REED AND ASSOCIATES, INC.

No.	Revision	By	Date
1	Change Order #1	BM	9/24/22

STATE OF TEXAS
LESLIE P. BRUCE
97360
LICENSED
PROFESSIONAL ENGINEER
11/17/2021

Leslie P. Bruce

City of Lubbock TEXAS

114TH STREET PAVING IMPROVEMENTS
SLIDE RD TO QUAKER AVE

MISCELLANEOUS DETAILS

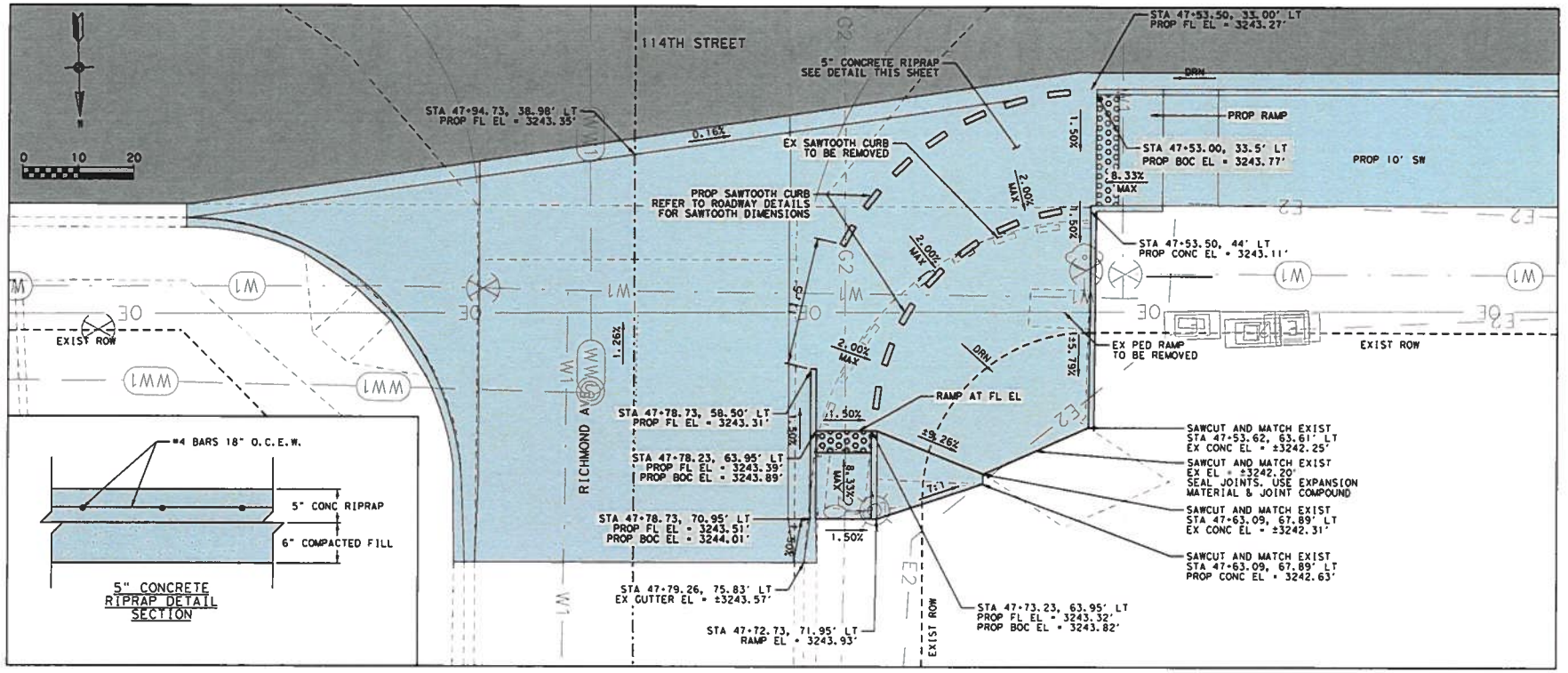
DRAINAGE FLUME NO. 4

DATE: 11/17/2021
DESIGN: LB
DRAWN: HM
CHECKED: BT
JOB NO.: 063780033
CITY NO.: 1

96

SHEET 4 OF 5

FILENAME = G:\Jobs\001\cms\178951\450-ROW\MISC-04.dgn
PLOTTED: 10/24/2022 3:58:51 PM



LEGEND

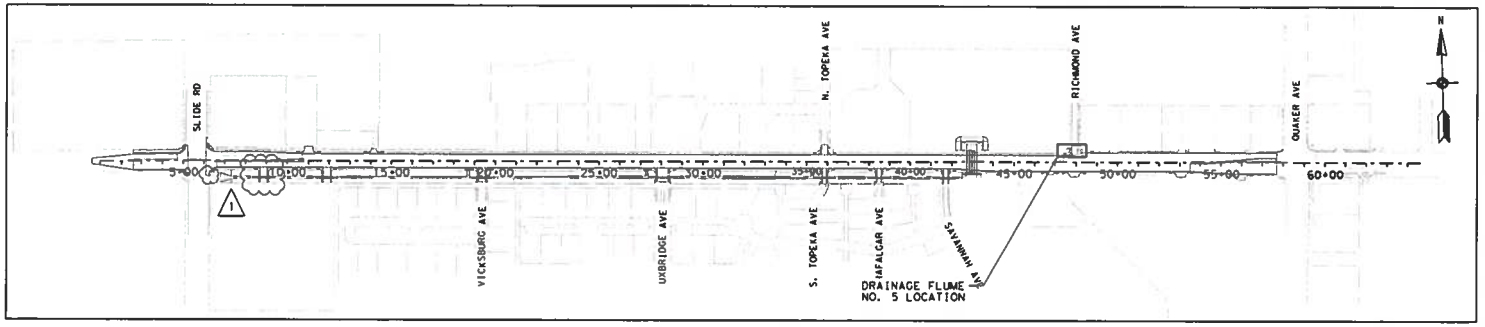
CONCRETE

ASPHALT

NOTE:

1. CONTRACTOR SHALL PRESERVE ANY EXISTING ELEMENTS TO REMAIN. ANY DAMAGE WILL BE AT CONTRACTOR'S EXPENSE.
2. SEE INTERSECTION LAYOUT SHEETS FOR MORE INFORMATION.

DRN = DRAINAGE FLOW ARROW



KEY PLAN

Kimley»Horn

HUGO REED AND ASSOCIATES, INC.

No.	Revision	By	Date
1	Change Order #1	BH	10/24/22

STATE OF TEXAS LESLIE P. BRUCE 97360 LICENSED PROFESSIONAL ENGINEER

11/17/2021

Leslie P. Bruce

114TH STREET PAVING IMPROVEMENTS SLIDE RD TO QUAKER AVE

City of Lubbock TEXAS

MISCELLANEOUS DETAILS

DRAINAGE FLUME NO. 5

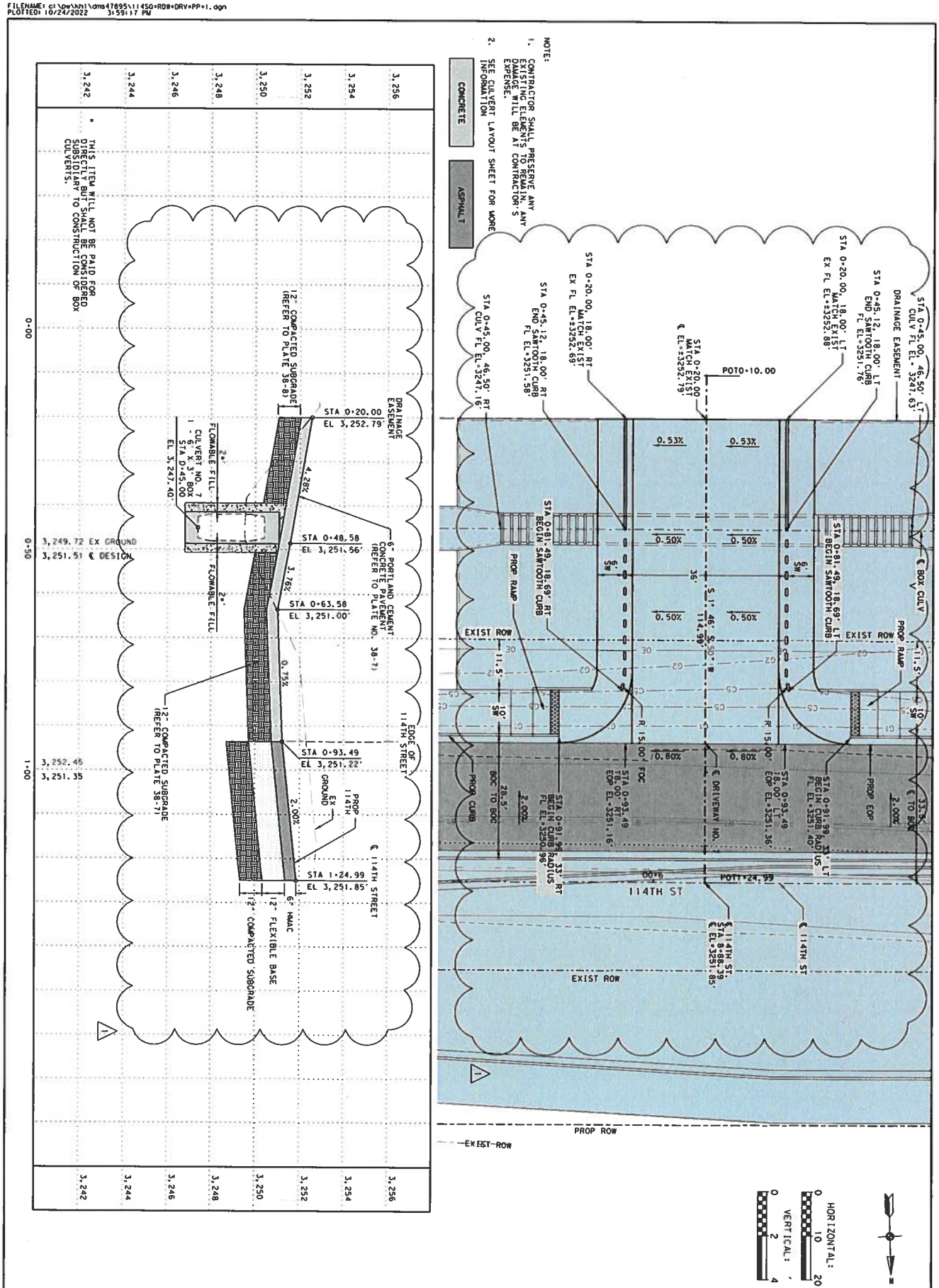
DATE: 11/17/2021
DESIGN: LB
DRAWN: HM
CHECKED: BT
XHA NO.: 063126033
CITY NO.:

97

SHEET 5 OF 5

FILENAME: c:\pw\khi\dms47895\114SO-ROW-MISC-05.dgn
PLOTTED: 10/24/2022 3:59:06 PM

FILENAME: c:\pw\bh1\dms47695\11450+RD#+DRV+PP+1.dgn
PLOTTED: 10/24/2022 3:59:17 PM



SHEET 2 OF 3	99	DATE: 11/17/2021	DRIVEWAY LAYOUTS
		DESIGN: LB	
		DRAWN: HM	DRIVEWAY NO. 7
		CHECKED: BT	
		KHA NO.: 063126033	
		CITY NO.:	

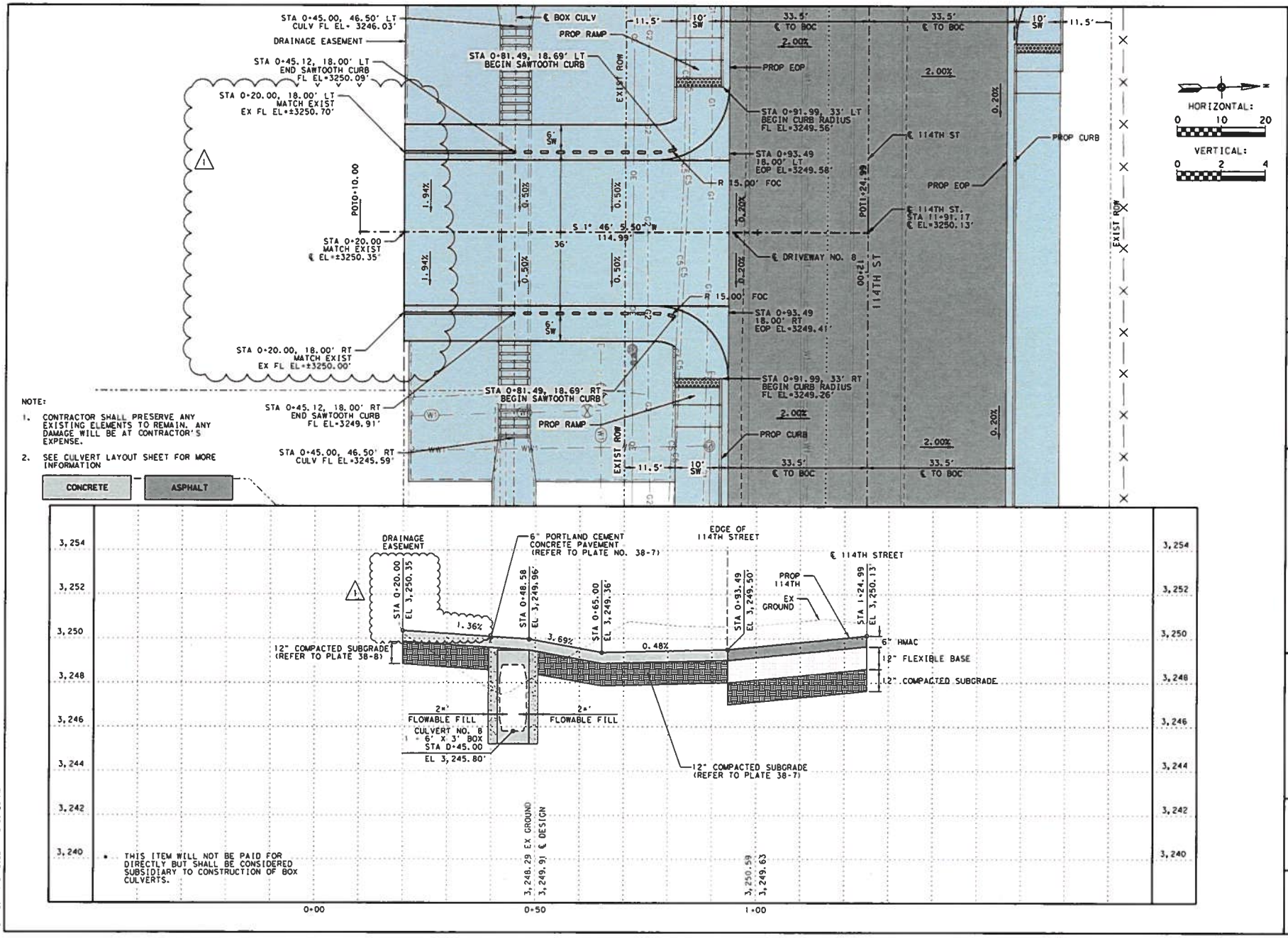
114TH STREET PAVING IMPROVEMENTS
SLIDE RD TO QUAKER AVE

City of Lubbock TEXAS

No.	Revision	By	Date
1	Change Order #1	BH	10/24/22

Kimley»Horn
1207 Avenue F NW, Suite 1
Childress, TX 79201 940-937-3423
TEXAS REGISTRATION NO. F-928

HUGO REED AND ASSOCIATES, INC.
TEXAS REGISTERED ENGINEERING FIRM F-168 TEXAS LICENSED SURVEYING FIRM 100175-00



Kimley»Horn
1207 Avenue F NW, Suite 1
Calgary, TX 79201 940-937-5423
TEXAS REGISTRATION NO F-928

HUGO REED AND ASSOCIATES, INC.
TEXAS REGISTERED ENGINEERING FIRM F-90 TEXAS REGISTERED SURVEYING FIRM 10017500

No.	Revision	By	Date
1	Change Order #1	HM	10/24/22

STATE OF TEXAS
LESLIE P. BRUCE
97360
LICENSED PROFESSIONAL ENGINEER
11/17/2021
Leslie P. Bruce

114TH STREET PAVING IMPROVEMENTS
SLIDE RD TO QUAKER AVE

City of Lubbock TEXAS

DRIVEWAY LAYOUTS

DRIVEWAY NO. 8

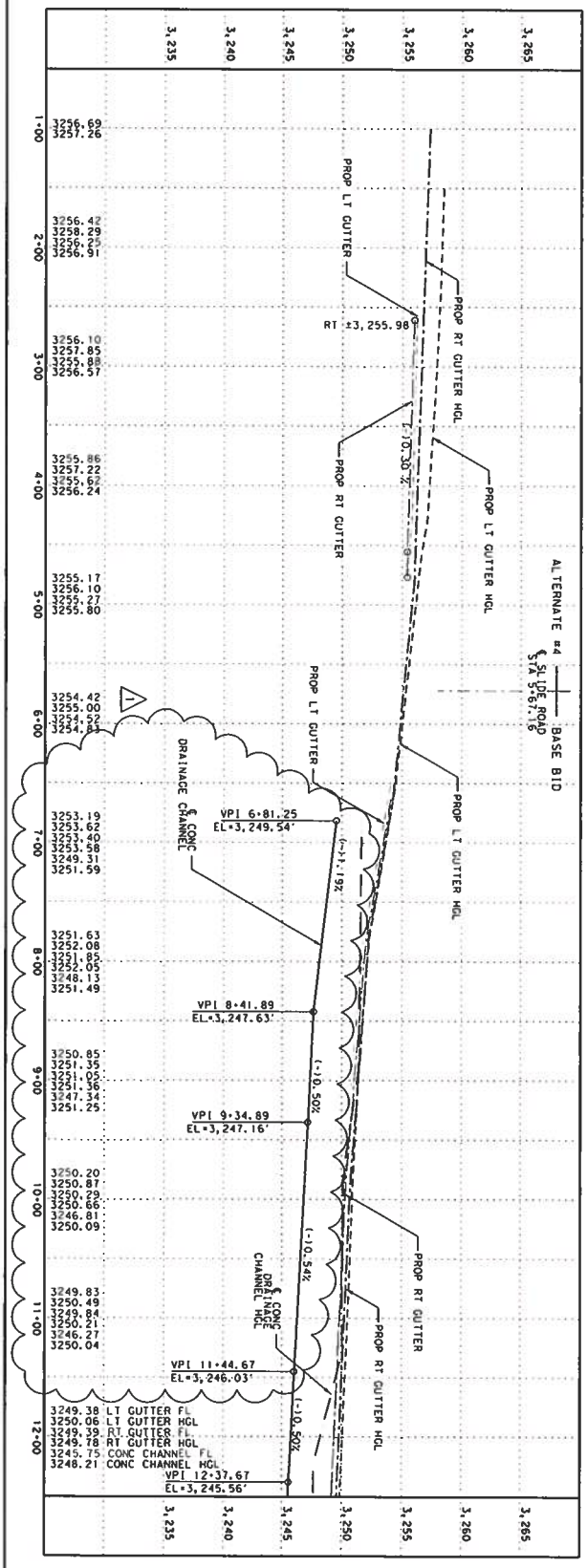
DATE: 11/17/2021
DESIGN: LB
DRAWN: HM
CHECKED: BT
KHA NO.: 063126033
CITY NO.:

100

SHEET 3 OF 3

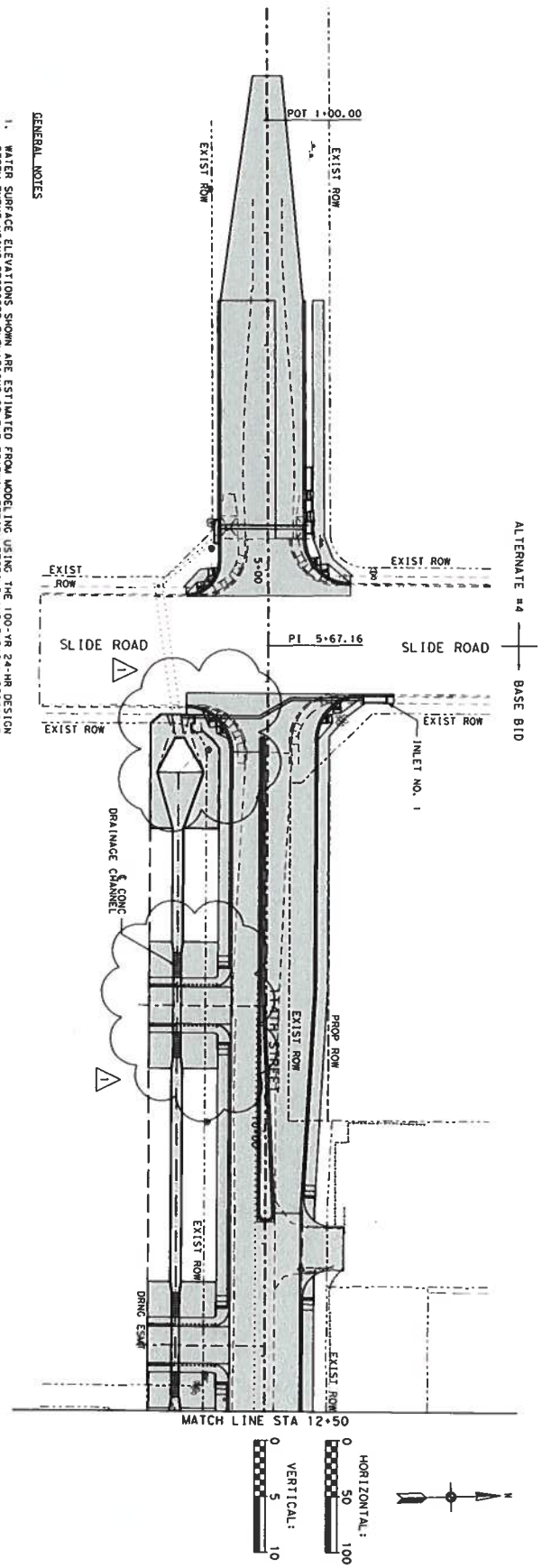
FILENAME: c:\pw\hbi\dms47895\114SO-RDW-DRV-PP-2.dgn
PLOTTED: 10/24/2022 3:59:28 PM

FILENAME: c:\pw\khl\dms47897\114SQ*DRG*SS*PP*01.dgn
PLOTTED: 10/24/2022 3:59:37 PM



GENERAL NOTES

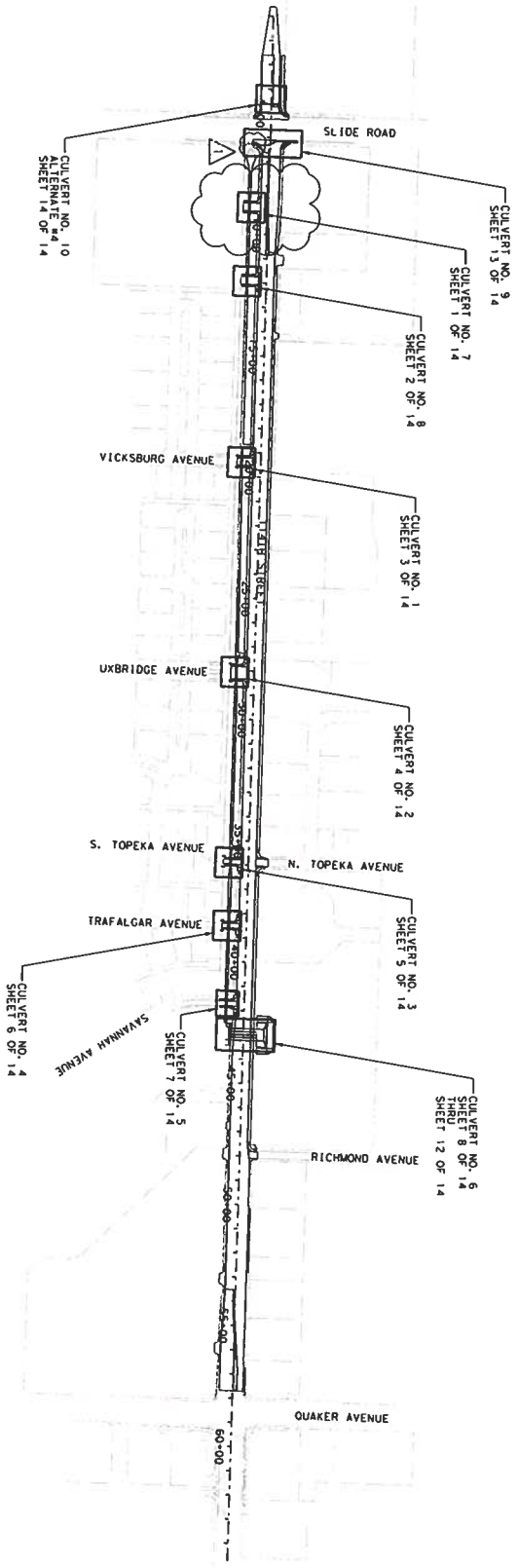
1. WATER SURFACE ELEVATIONS SHOWN ARE ESTIMATED FROM MODELING USING THE 100-YR 24-HR DESIGN STORM EVENT USING PROPOSED ELEVATIONS OF THE ROADWAY DESIGN PROFILE AND TYPICAL SECTIONS.
2. EXISTING AND PROPOSED HGL PROFILE REPRESENTS ESTIMATED PEAK WATER SURFACE RESULTING FROM THE 100-YR 24-HR DESIGN STORM.



124	DATE: 11/17/2021	STORMWATER ROUTING	114TH STREET PAVING IMPROVEMENTS SLIDE RD TO QUAKER AVE	No. Revision / By / Date	Kimley»Horn
	DESIGN: LB			Change Order #1 / BH / 10/24/22	1207 Avenue F NW, Suite 1 Childress, TX 79201 940-937-3423 TEXAS REGISTRATION NO F-928
	DRAWN: HW		City of Lubbock TEXAS		HUGO REED AND ASSOCIATES, INC.
	CHECKED: BT				
	KHA NO.: 063126033	BEGIN PROJECT TO STA 12+50			
SHEET 1 OF 5	CITY NO.:				

STATE OF TEXAS LESLIE P. BRUCE 97360 LICENSED PROFESSIONAL ENGINEER
11/17/2021

FILENAME: c:\pw\khi\dms47897\11450+CULV+KEY+PLAN.dgn
PLOTTED: 10/24/2022 3:59:45 PM



SHEET 1 OF 1	129	DATE: 11/17/2021	CULVERTS KEY PLAN	114TH STREET PAVING IMPROVEMENTS SLIDE RD TO QUAKER AVE	City of Lubbock TEXAS	LESLIE P. BRUCE 91960 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS 11/17/2021	
		DESIGN: LB					
		DRAWN: HM					
		CHECKED: BT					
		KHA NO.: 063126033					
		CITY NO.:					

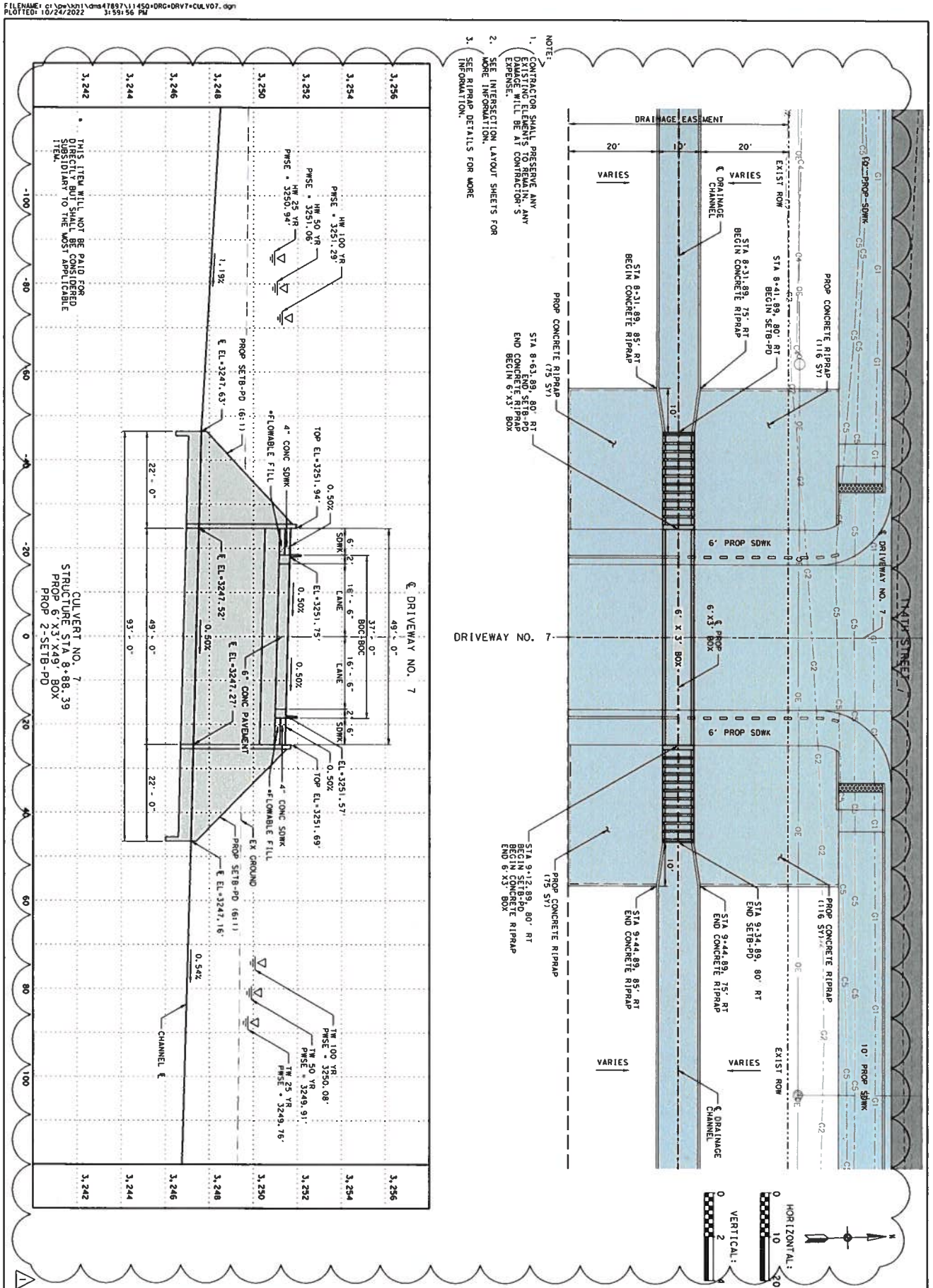
No.	Revision	By	Date
1	Change Order #1	BH	10/24/22

Kimley»Horn
1207 Avenue F NW, Suite 1
Childress, TX 79201 940-937-3423
TEXAS REGISTRATION NO F-928

HR HUGO REED AND ASSOCIATES, INC.
TEXAS REGISTERED ENGINEERING FIRM F-90 TEXAS LICENSED SURVEYING FIRM 100778-00

FILENAME: c:\pw\bh11\dms47697\L1450+DRG+DRVT+CULV07.dgn
PLOTTED: 10/24/2022 3:59:56 PM

NOTE:
1. CONTRACTOR SHALL PRESERVE ANY EXISTING ELEMENTS TO REMAIN. DAMAGE WILL BE AT CONTRACTOR'S EXPENSE.
2. SEE INTERSECTION LAYOUT SHEETS FOR MORE INFORMATION.
3. SEE RIPRAP DETAILS FOR MORE INFORMATION.



DATE:	11/17/2021
DESIGN:	LB
DRAWN:	HM
CHECKED:	BT
KHA NO.:	063126033
CITY NO.:	

CULVERT LAYOUT

DRIVEWAY NO. 7
CULVERT NO. 7

114TH STREET PAVING IMPROVEMENTS
SLIDE RD TO QUAKER AVE

City of Lubbock TEXAS

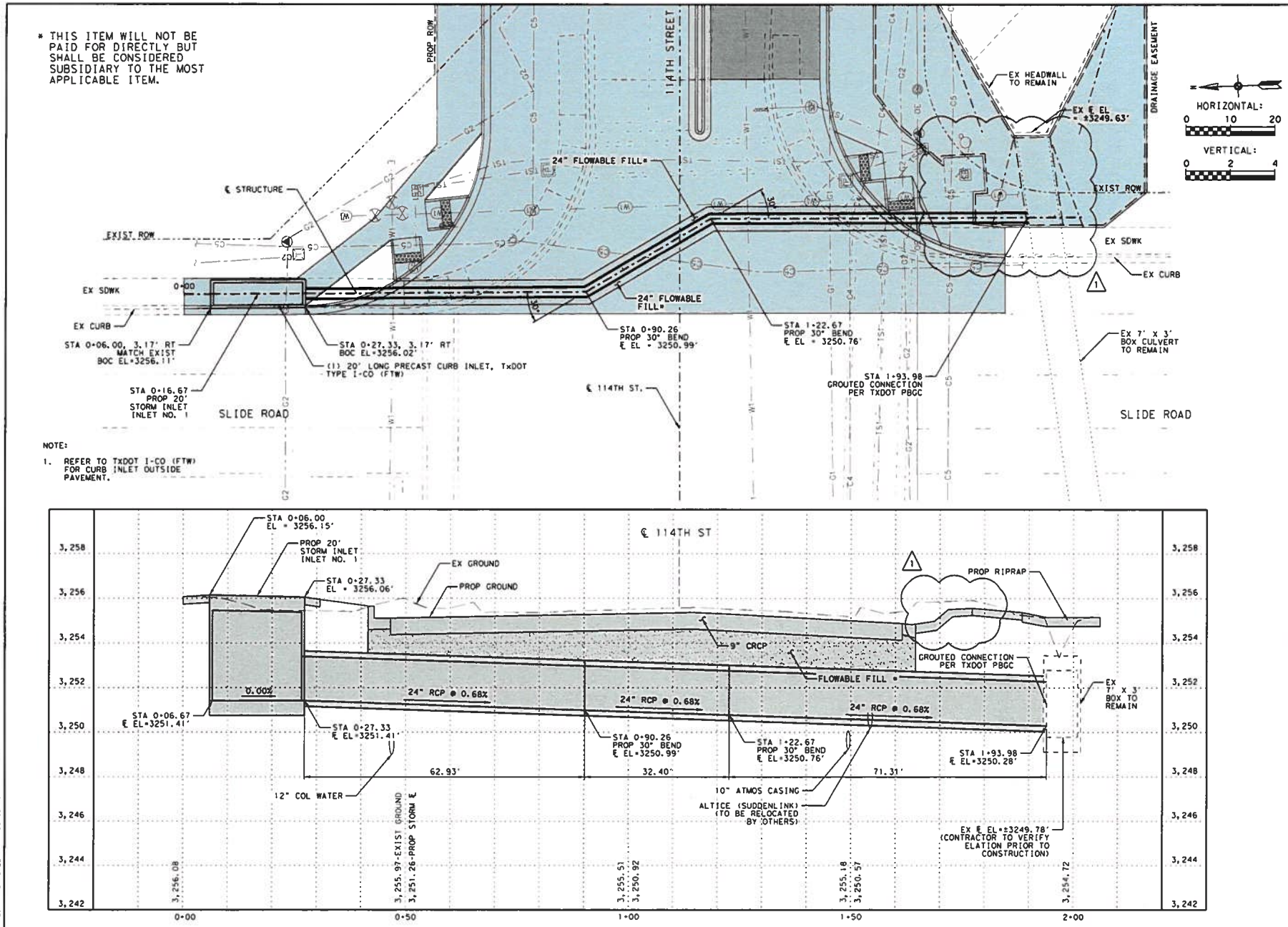
No.	Revision	By	Date
1	Change Order #1	BH	10/24/22

Kimley»Horn
1201 Avenue F NW, Suite 1
Childress, TX 79201 940-937-3423
TEXAS REGISTRATION NO F-928

HUGO REED AND ASSOCIATES, INC.
TEXAS PROFESSIONAL ENGINEERING FIRM F-10 TEXAS LICENSE SURVEYING FIRM

SHEET 1 OF 14

130



Kimley»Horn
1207 Avenue F Ste. Suite 1
Chillicothe, TX 79201 940-937-3423
TEXAS REGISTRATION NO F-928

HUGO REED AND ASSOCIATES, INC.
TEXAS REGISTERED ENGINEERING FIRM F-1018 TEXAS REGISTERED SURVEYING FIRM 100075-00

No.	Revision	By	Date
1	Change Order #1	HW	10/24/22

STATE OF TEXAS
LESLIE P. BRUCE
97360
LICENSED PROFESSIONAL ENGINEER
11/17/2021
Leslie P. Bruce

114TH STREET PAVING IMPROVEMENTS
SLIDE RD TO QUAKER AVE

City of Lubbock TEXAS

CULVERT LAYOUT

SLIDE ROAD CULVERT NO. 9

DATE: 11/17/2021
DESIGN: LB
DRAWN: HW
CHECKED: BT
KHA NO.: 063126033
CITY NO.:

142

SHEET 13 OF 14

FILENAME: c:\pw\kmi\dms47897\114SO-DRG-SS-SLIDE.dgn
PLOTTED: 10/24/2022 4:00:05 PM

FILENAME= c:\pw\khl\cms47898\l1450-UTIL-PL-01.dgn
PLOTTED= 10/24/2022 4:00:13 PM

NOTE:
1. UTILITIES SHOWN ARE A GENERAL REPRESENTATION OF KNOWN LOCATIONS. CONTRACTOR IS RESPONSIBLE FOR LOCATION VERIFICATION THROUGH DIG TESS AND/OR FRANCHISE UTILITY OWNER. UNDERGROUND UTILITIES MAY HAVE BEEN RELOCATED WITH OLD LINES ABANDONED IN PLACE. CONTRACTOR SHALL VERIFY WITH UTILITY COMPANIES REGARDING LIVE AND ABANDONED LINES.

ATMOS	DERRICK SMITH	806-401-4012
AT&T	BRYAN JONES	432-296-3107
LP&L	BRANDON HUSTEN	806-775-7599
SOUTH PLAINS ELECTRIC	BRANDON HUSTEN	806-785-7599
SUDDENLINK	BRENNAN MARABLE	806-241-0467
VEXUS	TIFFANY RICE	806-746-7387
WEST TEXAS GAS	AARON BOLES	903-348-6866

NOTE: MEASUREMENT WILL BE MADE BY EACH MANHOLE OR WATER VALVE TO BE ADJUSTED. PAYMENT FOR ADJUSTMENTS 12" OR LESS WILL BE PAID AT THE UNIT PRICE BID PER EACH MANHOLE OR WATER VALVE ADJUSTED. FOR ADJUSTMENTS GREATER THAN 12" VERTICALLY UP OR DOWN

MATCH LINE STA 12+00

MATCH LINE STA 24+00

ALTERNATE #4 — BASE BID

SLIDE ROAD

VICKSBURG AVE

POT 1+00.00

PI 5+67.16

S 88° 43' 21.32" E

S 88° 13' 54.50" E

EXIST ROW

PROP ROW

POTHOLE LOCATION #21 STA 6+24.17, 88' LT (SUDDENLINK, WEST TEXAS GAS & VEXUS)

POTHOLE LOCATION #1 STA 10+72.58, 36' RT (ATMOS)

POTHOLE LOCATION #2 STA 10+72.58, 80' RT (VEXUS)

POTHOLE LOCATION #3 STA 10+72.58, 49' RT (WEST TEXAS GAS)

POTHOLE LOCATION #22 STA 6+15.28, 64' LT (CITY WATER)

POTHOLE LOCATION #24 STA 6+31.43, 15' RT (CITY WATER)

POTHOLE LOCATION #25 STA 6+31.47, 36' RT (ATMOS & SUDDENLINK)

POTHOLE LOCATION #26 STA 6+31.51, 64' RT (VEXUS)

POTHOLE LOCATION #23 STA 6+22.85, 8' LT (VEXUS)

POTHOLE LOCATION #27 STA 6+31.49, 49' RT (TRAFFIC & WEST TEXAS GAS)

POTHOLE LOCATION #4 STA 15+44.08, 36' RT (ATMOS)

POTHOLE LOCATION #5 STA 15+44.06, 43' RT (VEXUS)

POTHOLE LOCATION #6 STA 15+44.07, 49' RT (WEST TEXAS GAS)

POTHOLE LOCATION #28 STA 15+44.08, 80' RT (CITY WATER & WEST TEXAS GAS)

POTHOLE LOCATION #29 STA 15+44.08, 80' RT (LP&L & SUDDENLINK)

POTHOLE LOCATION #7 STA 19+56.53, 80' RT (SUDDENLINK)

POTHOLE LOCATION #30 STA 17+28.18, 80' RT (LP&L)

POTHOLE LOCATION #8 STA 19+62.44, 80' RT (UNKNOWN)

POTHOLE LOCATION #31 STA 21+19.83, 80' RT (ATMOS & SUDDENLINK)

POTHOLE LOCATION #32 STA 21+19.83, 80' RT (SPEC)

POTHOLE LOCATION #33 STA 23+38.23, 80' RT (LP&L)

POTHOLE LOCATION #34 STA 21+03.52, 80' RT (LP&L, CITY WATER, & WEST TEXAS GAS)

ADJUSTING MANHOLES LOWERED 0.74' (-)

ADJUSTING MANHOLES (WATER VALVE BOX)

ADJUSTING PRECAST - LOWERED 0.42' (-)

4" PE GAS LINE

-2.5 FEET DEPTH OF DISTURBANCE

EX SAN SWR RIM TO REMAIN

PROPOSED STORM SEWER CURB INLET AND LATERAL PIPE

WEST TEXAS GAS RISER AND SUDDENLINK TELEPHONE PEDESTAL TO BE RELOCATED

PED POLE TO BE RELOCATED

SIGNAL & PED POLE TO BE RELOCATED

SIGNAL POLE TO BE RELOCATED

ATMOS VENT

DRAINAGE EASEMENT

SPEC LARGE TRANSMISSION POLE TO REMAIN

10" ATMOS CASING

ATMOS GAS AND SUDDENLINK FIBER TO BE RELOCATED OUT OF PROPOSED CURB LIMITS

LEGEND

ROW
DRAINAGE EASEMENT
UNKNOWN
OVERHEAD ELECTRIC LINE
OL "B"
SUDDENLINK (FO/DUCT)
VEXUS (FO/DUCT)
LUBBOCK POWER & LIGHT
OL "B"
SOUTH PLAINS ELECTRIC
ATMOS
WEST TEXAS GAS
CITY OF LUBBOCK TRAFFIC SIGNAL
CITY OF LUBBOCK WATER
CITY OF LUBBOCK SANITARY SEWER
OL "C"/OL "D"
CITY OF LUBBOCK WATER
WATER VALVE
FIRE HYDRANT
UTILITY POLE
FIBER HANDHOLE
SIGNAL HANDHOLE/BOX
TELEPHONE PEDESTAL
ELECTRIC HANDHOLE
TELEPHONE POLE W/RISER
ELECTRIC POLE W/RISER
LIGHT POLE
SIGNAL POLE
GAS METER
GAS VENT PIPE (GAS RISER)
SIGNAL POLE OVERHEAD
ELECTRIC PEDESTAL
SIGN
SANITARY SEWER MANHOLE
STORM SEWER MANHOLE
WATER METER
CROSSWALK SIGN
GAS VALVE
GUY WIRE

0 50 100

DATE: 11/17/2021	EXISTING UTILITY LAYOUT	114TH STREET PAVING IMPROVEMENTS SLIDE RD TO QUAKER AVE	Kimley»Horn
DESIGN: LB	BEGIN PROJECT TO 24+00	City of Lubbock TEXAS	1207 Avenue F Hill, Suite 1 Childress, TX 79201 940-937-3423 TEXAS REGISTRATION NO F-928
DRAWN: HM			HUGO REED AND ASSOCIATES, INC. TEXAS REGISTERED ENGINEERING FIRM F-160 TEXAS LICENSED SURVEYING FIRM 100175-00
CHECKED: BT			
KHA NO.: 063126033			
CITY NO.:			

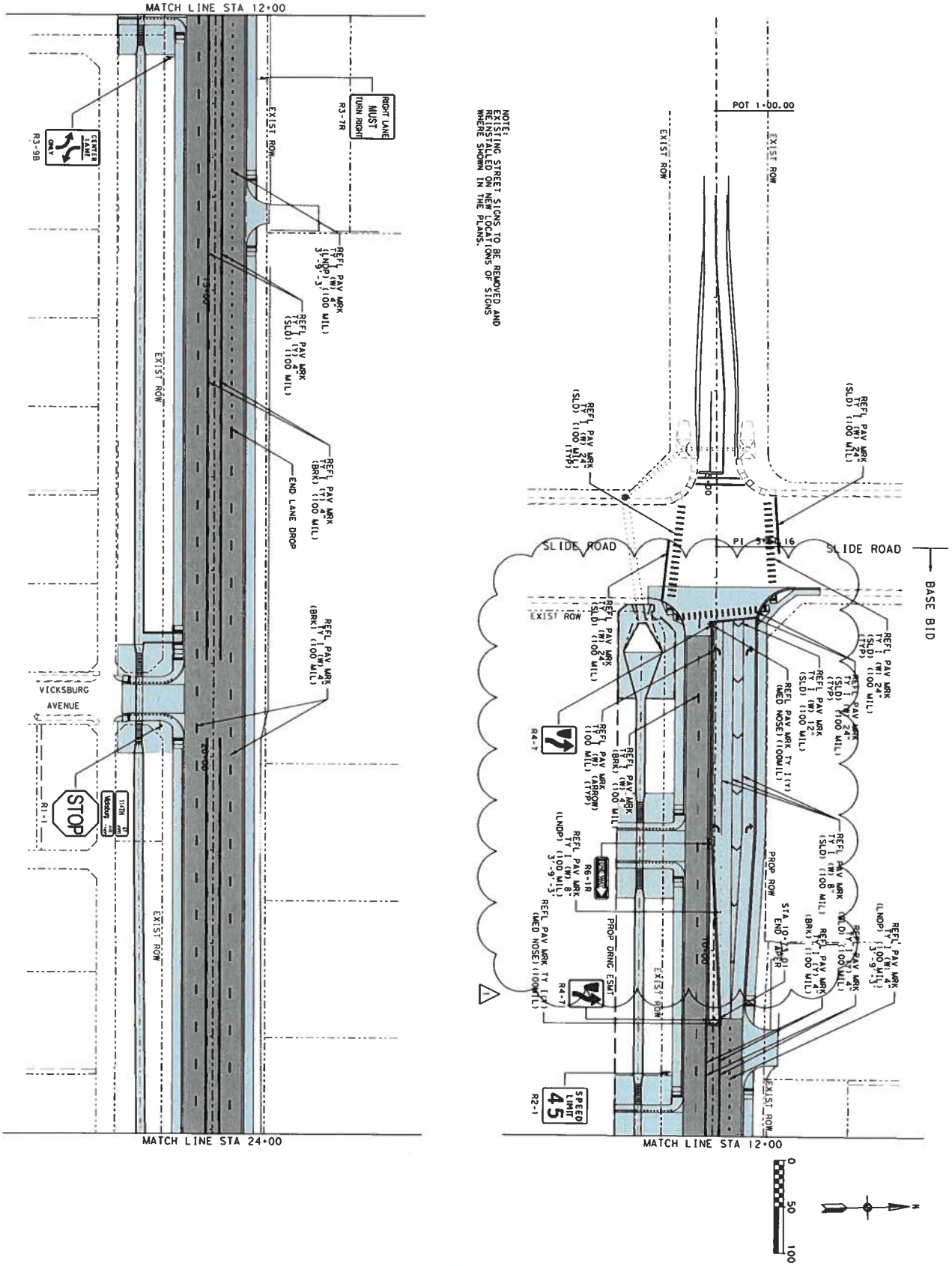
LESLIE P. BRUCE 97360 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS 11/17/2021

No.	Revision	By	Date
1	Change Order #1	BH	10/24/22

SHEET 1 OF 3

166

FILENAME: c:\pw\khl\dms47900\114SQ-TRF-PVM-PL-01.dgn
PLOTTED: 10/24/2022 4:00:20 PM

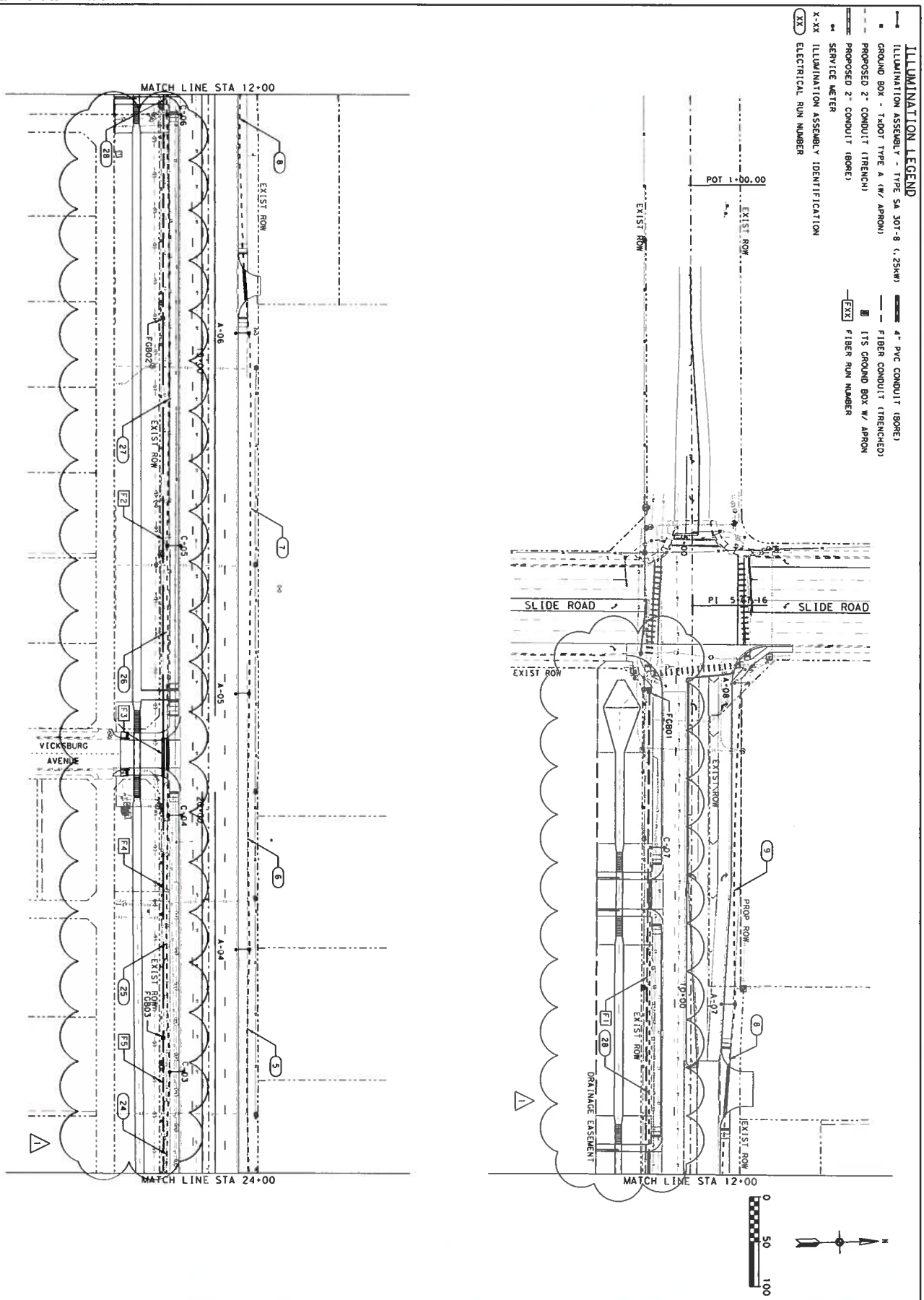


SHEET 1 OF 4	172	DATE: 11/17/2021 DESIGN: LB DRAWN: HM CHECKED: BT KHA NO.: 063126033 CITY NO.:	PAVEMENT MARKING AND SIGN LAYOUT BEGIN PROJECT TO STA 24+00	114TH STREET PAVING IMPROVEMENTS SLIDE RD TO QUAKER AVE City of Lubbock TEXAS	Kimley»Horn 1207 Avenue F NW, Suite 1 Childress, TX 79201 940-937-3423 TEXAS REGISTRATION NO F-928 HUGO REED AND ASSOCIATES, INC.

No.	Revision	By	Date
1	Change Order #1	BH	10/24/22

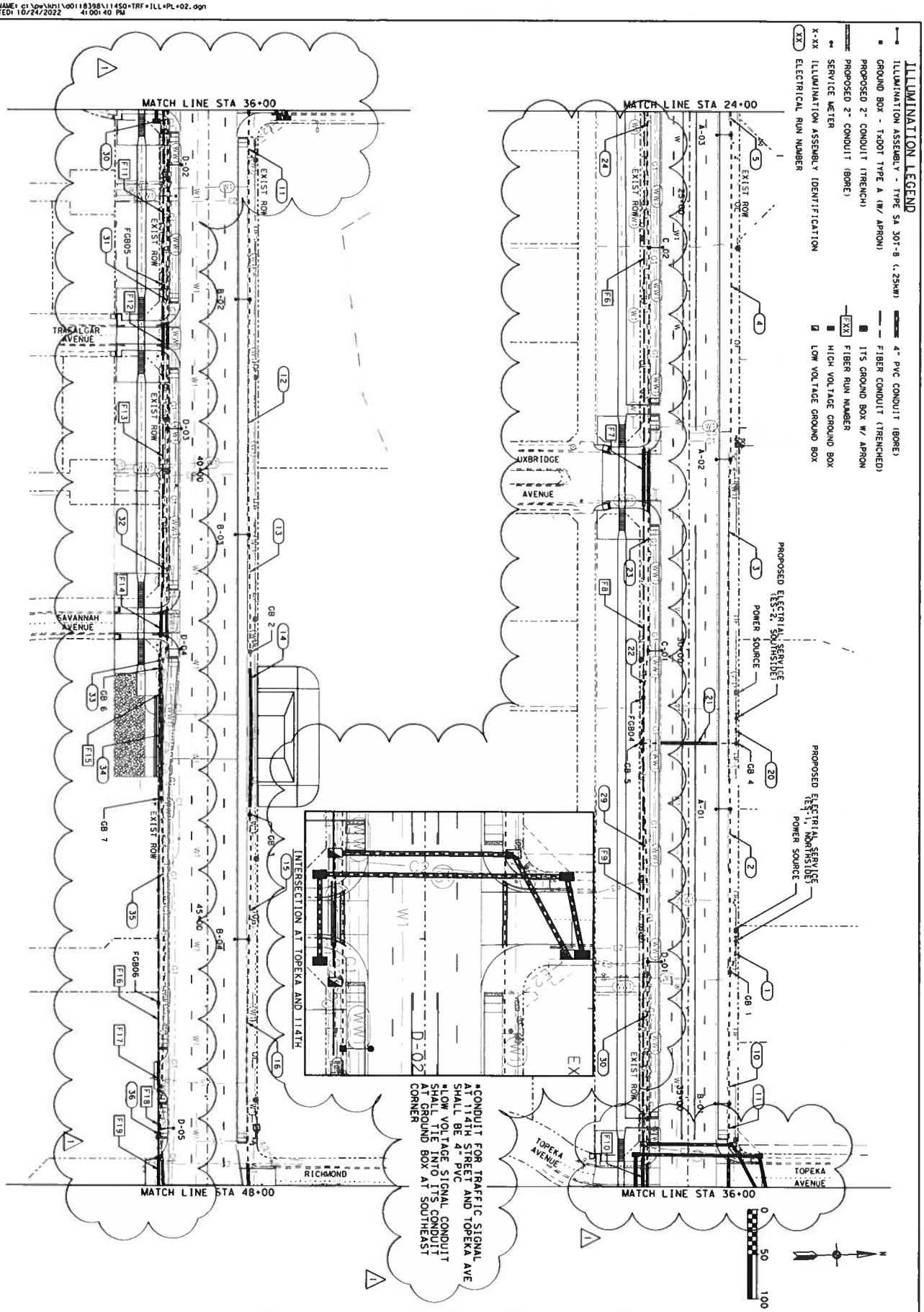
STATE OF TEXAS
LESLIE P. BRUCE
97360
LICENSED PROFESSIONAL ENGINEER
11/17/2021

FILENAME: c:\pw\khl\d0118398\114SQ-TRF-ILL-PL-01.dgn
PLOTTED: 10/24/2022 4:00:34 PM



187	DATE: 11/17/2021	ILLUMINATION LAYOUT	114TH STREET PAVING IMPROVEMENTS SLIDE RD TO QUAKER AVE	No. / Revision / By / Date	Kimley»Horn
SHEET 1 OF 3	DESIGN: LB	BEGIN PROJECT TO STA 24+00	City of Lubbock TEXAS	1 Change Order #1 / BH / 10/24/22	1207 Avenue F NW, Suite 1 Childress, TX 79201 940-937-3423 TEXAS REGISTRATION NO F-928
	DRAWN: HM				HUGO REED AND ASSOCIATES, INC.
	CHECKED: BT				
	KHA NO.: 063126033				
	CITY NO.:				

FILENAME: c:\pw\khl\d0118398\114SQ*TRF*ILL*PL*02.dgn
PLOTTED: 10/24/2022 4:00:40 PM

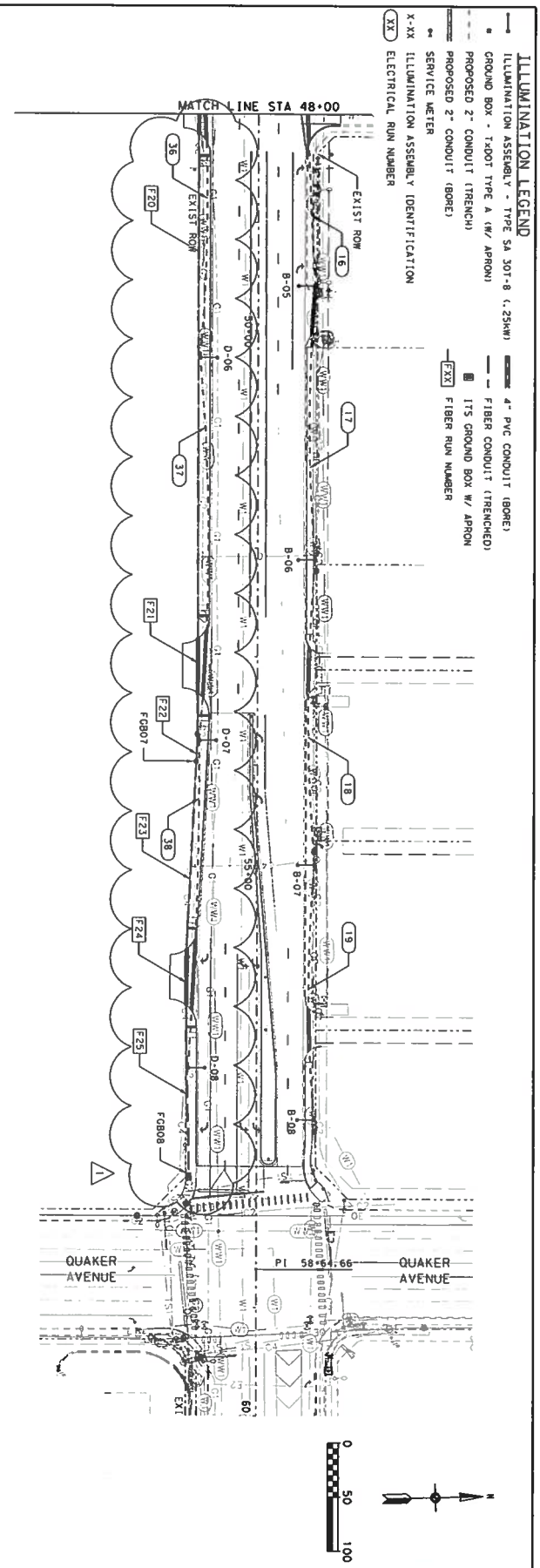


DATE: 11/17/2021	ILLUMINATION LAYOUT	114TH STREET PAVING IMPROVEMENTS SLIDE RD TO QUAKER AVE	STATE OF TEXAS SCOTT C. SCHMIDT 105151 LICENSED PROFESSIONAL ENGINEER 11/17/2021	No. / Revision / By / Date	Kimley»Horn
DESIGN: LB				1 Change Order #1 / BH / 10/24/22	1207 Avenue F Hill, Suite 1 Oakdress, TX 79201 940-937-3423 TEXAS REGISTRATION NO F-928
DRAWN: HM	STA 24+00 TO 48+00	City of Lubbock TEXAS			HUGO REED AND ASSOCIATES, INC.
CHECKED: BT					TEXAS REGISTERED ENGINEERING FIRM F-98 TEXAS LICENSED SURVEYING FIRM 10017500
KHA NO.: 063126033					
CITY NO.:					

188

SHEET 2 OF 3

FILENAME: c:\pw\khi\d0118398\114SQ+TRF+ILL+PL+03.dgn
PLOTTED: 10/24/2022 4:00:46 PM

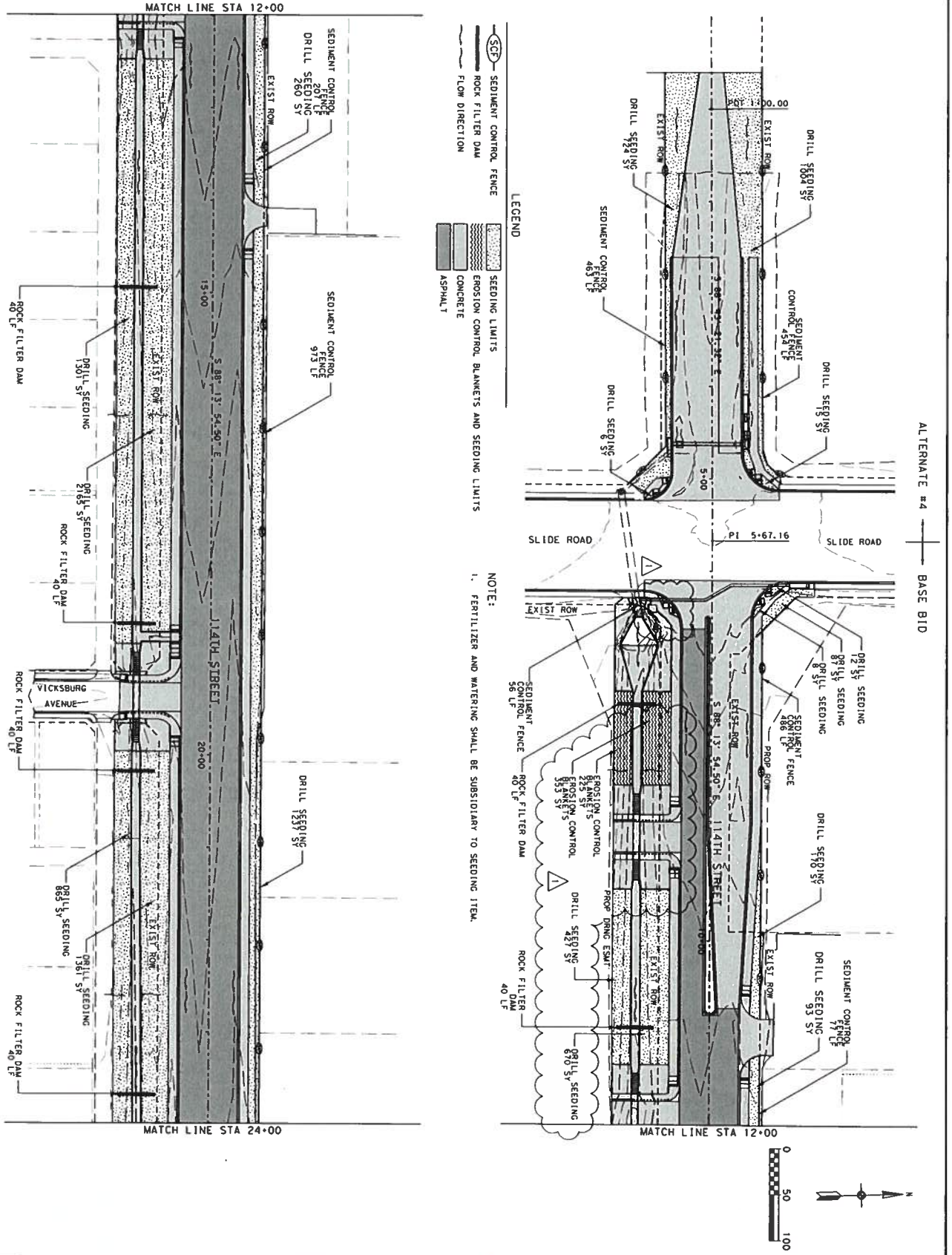


DATE: 11/17/2021	ILLUMINATION LAYOUT	114TH STREET PAVING IMPROVEMENTS SLIDE RD TO QUAKER AVE		No. / Revision / By / Date	Kimley»Horn
DESIGN: LB				1 / Change Order #1 / BK / 10/24/22	1207 Avenue F NW, Suite 1 Childress, TX 79201 940-937-3423 TEXAS REGISTRATION NO F-928
DRAWN: HM		City of Lubbock TEXAS			HUGO REED AND ASSOCIATES, INC.
CHECKED: BT	STA 48+00 TO END PROJECT				
KHA NO.: 063126033					
CITY NO.:					

SHEET 3 OF 3

189

FILENAME: c:\ow\khl\dms47890\114SO+ENV+SW3P+PL+01.dgn
PLOTTED: 10/24/2022 4:00:51 PM



SHEET 1 OF 3	203	DATE: 11/17/2021 DESIGN: LB DRAWN: HM CHECKED: BT KHA NO.: 065126033 CITY NO.:	EROSION CONTROL PLAN BEGIN PROJECT TO 24+00	114TH STREET PAVING IMPROVEMENTS SLIDE RD TO QUAKER AVE City of Lubbock TEXAS	Nathan P. Bruce 11/17/2021

No.	Revision	By	Date
1	Change Order #1	BH	10/24/22

Kimley»Horn
1207 Avenue F Ext, Suite 1
Childress, TX 79201 940-937-3423
TEXAS REGISTRATION NO F-928
HUGO REED AND ASSOCIATES, INC.

Resolution No. 2022-R0109
Item No. 7.1.1
March 8, 2022

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. 16114 for 114th Street Paving Improvements Slide Road to Quaker Avenue as per RFP 22-16114-TF, by and between the City of Lubbock and Lone Star Dirt & Paving, Ltd of Lubbock, Texas, 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 March 8, 2022.

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 16114 – 114th Paving Slide to Quaker
1.31.22

PROPOSAL SUBMITTAL FORM
PRICE PROPOSAL CONTRACT

DATE: 1-20-22

PROJECT NUMBER: **RFP 22-16114-TF 114th Street Paving Improvements Slide Road to Quaker Avenue**

Proposal of Lone Star Dirt & Paving Ltd (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 **114th Street Paving Improvements Slide Road to Quaker Avenue** 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. The price to cover all expenses incurred in performing the work required under the contract documents.

Alternate Bid 5					
ITEM	**DESCRIPTION**	**QTY (+/-)**	**U/M**	**UNIT COST**	**EXTENDED COST**
AB5-1	Right of Way Restoration	1.00	LS	$401,011.59	$401,011.59

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 510 **(to Substantial Completion)**

TOTAL CONSECUTIVE CALENDAR DAYS: 540 **(to Final Completion)**

(not to exceed 510 consecutive calendar days to Substantial Completion / 540 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 **510 Consecutive Calendar Days** with **final completion** within **540 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 **$500** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$500** 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.

City of Lubbock, TX
Public Works
RFP 22-16114-TF
114th Street Paving Improvements Slide Road to Quaker Avenue

Lone Star Dirt & Paving, Ltd. of Lubbock, TX

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
Base Bid					
#1-1	PREPARING ROW	53	STA	$ 12,000.00	636,000.00
#1-2	REMOVING CONC (PAV)	958	SY	25.00	23,950.00
#1-3	REMOVING CONC (SIDEWALKS)	869	SY	20.00	17,380.00
#1-4	REMOVING CONC (DRIVEWAYS)	28	SY	20.00	560.00
#1-5	REMOVING CONC (CURB AND GUTTER)	2498	LF	15.00	37,470.00
#1-6	REMOVING CONC (MISC)	55	SY	25.00	1,375.00
#1-7	REMOVING CONC (FLUME)	633	SY	25.00	15,825.00
#1-8	REMOVING STAB BASE AND ASPH PAV (2"-	25305	SY	7.00	177,135.00
#1-9	FURNISHING AND PLACING TOPSOIL (4")	12184	SY	4.50	54,828.00
#1-10	DRILL SEEDING (PERM) (RURAL) (SANDY)	12184	SY	0.75	9,138.00
#1-11	SOIL RETENTION BLANKETS (CL 1) (TY B)	6192	SY	7.00	43,344.00
#1-12	DRILL SHAFT (RDWY ILL POLE) (30 IN)	310	LF	176.00	54,560.00
#1-13	RIPRAP (CONC)(5 IN)	1235	CY	400.00	494,000.00
#1-14	RAIL (HANDRAIL)(TY F)	93	LF	125.00	11,625.00
#1-15	GABION MATTRESSES (GALV)(12 IN)	139	SY	85.00	11,815.00
#1-16	CONC BOX CULV (6 FT X 3 FT)	314	LF	600.00	188,400.00
#1-17	CONC BOX CULV (8 FT X 3 FT)	224	LF	750.00	168,000.00
#1-18	CONC BOX CULV (6 FT X 2 FT)	336	LF	550.00	184,800.00
#1-19	RC PIPE (CL IV)(24 IN)	167	LF	200.00	33,400.00
#1-20	RC PIPE (CL IV)(15 IN)	90	LF	180.00	16,200.00
#1-21	INLET (COMPL)(PSL)(RG)(5FTX5FT)	1	EA	4,500.00	4,500.00
#1-22	INLET (COMPL)(CO)(20 FT)(FTW)	1	EA	8,000.00	8,000.00
#1-23	INLET (COMPL)(CCO)(5FT)(BOTH)	1	EA	4,500.00	4,500.00
#1-24	WINGWALL (PW - 1) (HW=6 FT)	1	EA	8,000.00	8,000.00
#1-25	WINGWALL (PW - 1) (HW=5 FT)	1	EA	8,000.00	8,000.00
#1-26	SET (TY I)(S= 6 FT)(HW= 6 FT)(6:1) (P)	14	EA	2,500.00	35,000.00
#1-27	ADJUSTING MANHOLES	2	EA	6,000.00	12,000.00
#1-28	PIPE (PVC) (SCH 40) (4 IN)	1720	LF	20.00	34,400.00
#1-29	REMOV STR (SET)	9	EA	1,500.00	13,500.00
#1-30	REMOV STR (BOX CULVERT)	238	LF	100.00	23,800.00
#1-31	REMOV STR (SMALL FENCE)	182	LF	20.00	3,640.00
#1-32	ROCK FILTER DAMS (INSTALL) (TY 1)	760	LF	50.00	38,000.00
#1-33	ROCK FILTER DAMS (REMOVE)	760	LF	20.00	15,200.00
#1-34	CONSTRUCTION EXITS (INSTALL) (TY 1)	112	SY	45.00	5,040.00
#1-35	CONSTRUCTION EXITS (REMOVE)	112	SY	25.00	2,800.00
#1-36	TEMP SEDMT CONT FENCE (INSTALL)	5732	LF	8.00	45,856.00
#1-37	TEMP SEDMT CONT FENCE (REMOVE)	5732	LF	3.00	17,196.00
#1-38	BIODEG EROSN CONT LOGS (INSTL) (8")	80	LF	8.00	640.00

City of Lubbock, TX
Public Works
RFP 22-16114-TF
114th Street Paving Improvements Slide Road to Quaker Avenue

Lone Star Dirt & Paving, Ltd. of Lubbock, TX

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
#1-39	BIODEG EROSN CONT LOGS (REMOVE)	80	LF	4.00	320.00
#1-40	CONC CURB & GUTTER (TY A)	8179	LF	19.00	155,401.00
#1-41	CONC CURB & GUTTER (SAWTOOTH)	457	LF	40.00	18,280.00
#1-42	INTERSECTIONS (CONC)	1847	SY	75.00	138,525.00
#1-43	DRIVEWAYS (CONC)	1470	SY	67.00	98,490.00
#1-44	CONC SIDEWALKS (4")	9262	SY	52.00	481,624.00
#1-45	CURB RAMPS (TY 1)	0	EA	1,500.00	-
#1-46	CURB RAMPS (TY 2)	8	EA	1,500.00	12,000.00
#1-47	CURB RAMPS (TY 10)	42	EA	1,500.00	63,000.00
#1-48	CONC MEDIAN	549	SY	85.00	46,665.00
#1-49	MAILBOX INSTALL-S (RR-POST) TY 4	1	EA	500.00	500.00
#1-50	CONDT (PVC) (SCH 40) (2")	8915	LF	9.00	80,235.00
#1-51	CONDT (PVC) (SCH 40) (2") (BORE)	1175	LF	19.25	22,618.75
#1-52	GROUND BOX TY A (122311)W/APRON	7	EA	880.00	6,160.00
#1-53	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	27	EA	300.00	8,100.00
#1-54	REMOVE SM RD SN SUP&AM	4	EA	200.00	800.00
#1-55	REFL PAV MRK TY I (W)4"(LNDP)(100MIL)	464	LF	2.20	1,020.80
#1-56	REFL PAV MRK TY I (W)8"(LNDP)(100MIL)	232	LF	2.20	510.40
#1-57	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	1965	LF	2.20	4,323.00
#1-58	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	2326	LF	1.40	3,256.40
#1-59	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	1816	LF	1.40	2,542.40
#1-60	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	7256	LF	1.40	10,158.40
#1-61	REFL PAV MRK TY I(Y)(MED NOSE)(100MIL)	4	EA	550.00	2,200.00
#1-62	PREFAB PAV MRK TY B (W)(24")(SLD)	782	LF	49.50	38,709.00
#1-63	PREFAB PAV MRK TY B (W)(ARROW)	14	EA	990.00	13,860.00
#1-64	ELIM EXT PAV MRK & MRKS (12")	348	LF	3.30	1,148.40
#1-65	ELIM EXT PAV MRK & MRKS (24")	189	LF	6.60	1,247.40
#1-66	TRAFFIC CONTROL	18	MO	20,000.00	360,000.00
#1-67	MOBILIZATION	1	LS	200,000.00	200,000.00
Alternate Bid 1					
#2-1	EXCAVATION (ROADWAY AND CHANNEL)	36213	CY	6.00	217,278.00
#2-2	EMBANKMENT (FINAL)(DENS CONT)(TY A)	1677	CY	9.00	15,093.00
#2-3	FL BS (CMP IN PLACE)(TY A GR 1-2)(12")	37448	SY	30.00	1,123,440.00
#2-4	4" TYPE B HMAC (BASE)	34318	SY	25.50	875,109.00
#2-5	2" TYPE C HMAC (SURFACE)	34318	SY	19.00	652,042.00
#2-6	CONC PVMT (CONT REINF - CRCP) (9")	5024	SY	94.00	472,256.00
#2-7	MOBILIZATION	1	LS	150,000.00	150,000.00
Alternate Bid 2					
#3-1	EXCAVATION (ROADWAY AND CHANNEL)	26341	CY	6.00	158,046.00

City of Lubbock, TX
Public Works
RFP 22-16114-TF
114th Street Paving Improvements Slide Road to Quaker Avenue

Lone Star Dirt & Paving, Ltd. of Lubbock, TX

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
#3-2	EMBANKMENT (FINAL)(DENS CONT)(TY A)	2008	CY	9.00	18,072.00
#3-3	CONC PVMT (CONT REINF - CRCP) (9")	39341	SY	94.00	3,698,054.00
#3-4	MOBILIZATION	1	LS	190,000.00	190,000.00
Alternate Bid 3					
#4-1	IN RD IL (TY SA) 30T-8 (250W EQ) LED	31	EA	3,300.00	102,300.00
#4-2	ELEC CONDR (NO.8) BARE	10280	LF	1.25	12,850.00
#4-3	ELEC CONDR (NO.8) INSULATED	21020	LF	1.30	27,326.00
#4-4	ELC SRV TY A 240/480 060(NS)SS(E)SP(O)	2	EA	6,875.00	13,750.00
#4-5	MOBILIZATION	1	LS	8,000.00	8,000.00
Alternate Bid 4					
#5-1	PREPARING ROW	5	STA	12,000.00	60,000.00
#5-2	REMOVING CONC (PAV)	356	SY	25.00	8,900.00
#5-3	REMOVING CONC (SIDEWALKS)	99	SY	20.00	1,980.00
#5-4	REMOVING CONC (CURB AND GUTTER)	164	LF	15.00	2,460.00
#5-5	REMOVING CONC (MISC)	120	SY	25.00	3,000.00
#5-6	REMOVING STAB BASE AND ASPH PAV (2"-	1553	SY	13.00	20,189.00
#5-7	EXCAVATION (ROADWAY)	1270	CY	6.00	7,620.00
#5-8	EMBANKMENT (FINAL)(DENS CONT)(TY A)	26	CY	9.00	234.00
#5-9	FURNISHING AND PLACING TOPSOIL (4")	1749	SY	40.00	69,960.00
#5-10	DRILL SEEDING (PERM) (RURAL) (SANDY)	1749	SY	0.75	1,311.75
#5-11	FL BS (CMP IN PLACE)(TY A GR 1-2)(12")	1840	SY	30.00	55,200.00
#5-12	4" TYPE B HMAC (BASE)	1690	SY	24.00	40,560.00
#5-13	2" TYPE C HMAC (SURFACE)	1690	SY	17.00	28,730.00
#5-14	CONC PVMT (CONT REINF - CRCP) (9")	1695	SY	94.00	159,330.00
#5-15	RC PIPE (CL IV)(30 IN)	16	LF	240.00	3,840.00
#5-16	RC PIPE (ARCH)(CL IV)(DES 4)	77	LF	576.00	44,352.00
#5-17	INLET (COMPL)(CO)(10 FT)(FTW)	2	EA	7,060.00	14,120.00
#5-18	INLET (COMPL)(CO)(20 FT)(FTW)	2	EA	12,424.00	24,848.00
#5-19	REMOV STR (INLET)	2	EA	2,500.00	5,000.00
#5-20	REMOV STR (PIPE)	87	LF	100.00	8,700.00
#5-21	TEMP SEDMT CONT FENCE (INSTALL)	917	LF	8.00	7,336.00
#5-22	TEMP SEDMT CONT FENCE (REMOVE)	917	LF	3.00	2,751.00
#5-23	CONC CURB & GUTTER (TY A)	554	LF	19.00	10,526.00
#5-24	CONC SIDEWALKS (4")	296	SY	52.00	15,392.00
#5-25	CURB RAMPS (TY 7)	4	EA	1,500.00	6,000.00
#5-26	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	1	EA	500.00	500.00
#5-27	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	941	LF	2.20	2,070.20
#5-28	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	108	LF	1.40	151.20
#5-29	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	1257	LF	1.40	1,759.80

City of Lubbock, TX
Public Works
RFP 22-16114-TF
114th Street Paving Improvements Slide Road to Quaker Avenue

Lone Star Dirt & Paving, Ltd. of Lubbock, TX

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
~~#5-30~~	~~PREFAB PAV MRK TY B (W)(24")(SLD)~~	164	LF	~~49.50~~	~~8,118.00~~
#5-31	PREFAB PAV MRK TY B (W)(~~ARROW~~)	~~4~~	EA	990.00	3,960.00
#5-32	~~MOBILIZATION~~	1	LS	~~25,000.00~~	25,000.00
Alternate Bid 5					
AB5-1	Right of Way Restoration	1	LS	401,011.59	401,011.59

~~**Total:** $ 13,010,098.49~~

Total (Items 1-1 through 1-67, 3-1 through 3-4, 4-1 through 4-5, and AB5-1): $ 8,860,981.54

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 28 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.

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 ($ 5%) or a Proposal Bond in the sum of _____ Dollars ($_____), 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.

(Seal if Offeror is a Corporation)

ATTEST:

_____
Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 1-11-22
Addenda No. 2 Date 1-14-22
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Date: 1-20-22

_____
Authorized Signature

Steve Turner
(Printed or Typed Name)

Lone Star Dirt & Pav Ltd
Company

11820 Main
Address

Lub, Lub
City, County

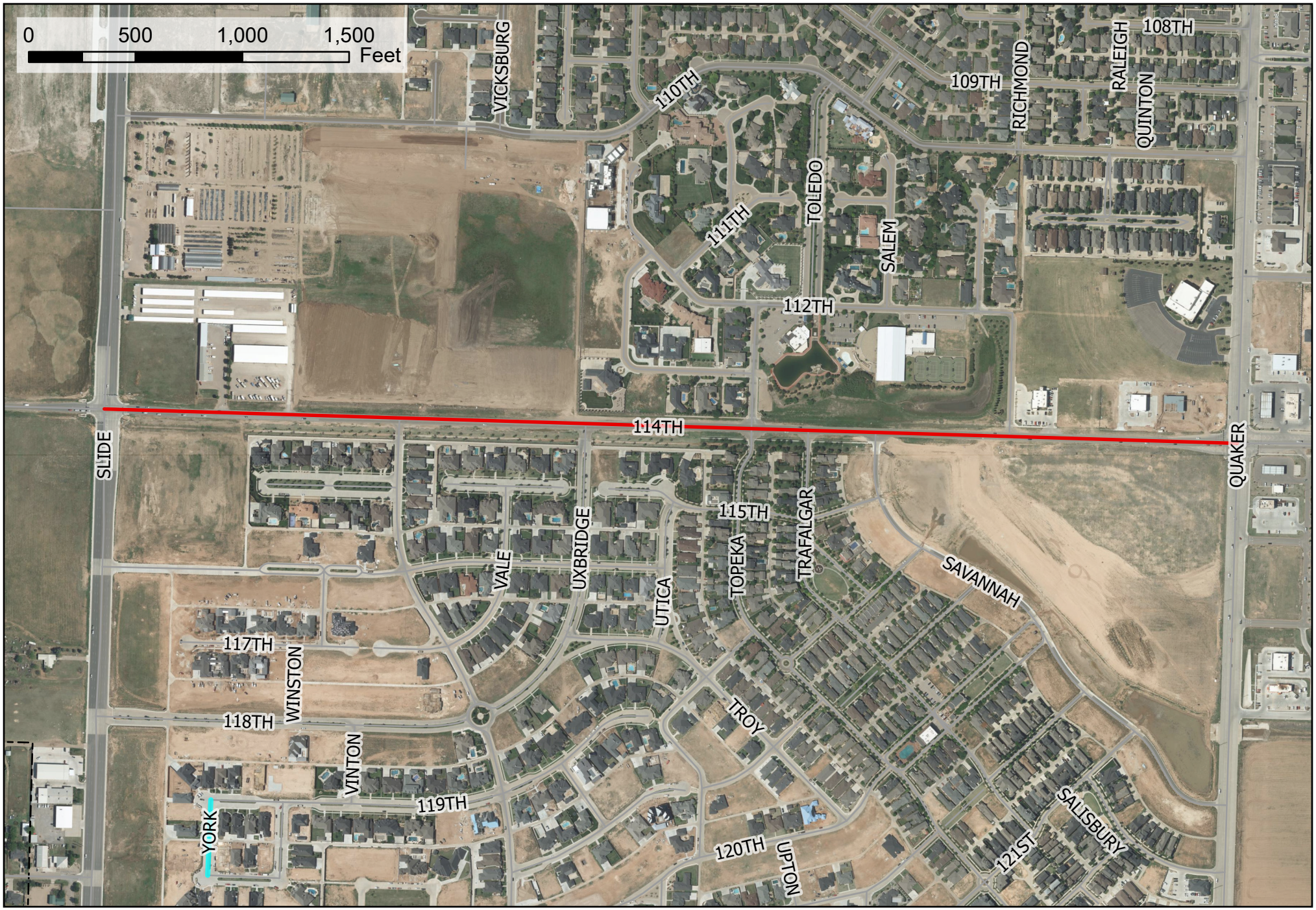
Tx, 79423
State Zip Code

Telephone: 806 - 745 4011
Fax: 806 - 745 4074
Email:

FEDERAL TAX ID or SOCIAL SECURITY No. 8000 130 91

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)



114th Street Between Slide and Quaker

As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries 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.

GIS and Data Services
P.O. Box 2000, 1314 Avenue K Lubbock, Texas 79457
gisanddataservices@mylubbock.us

N

City of Lubbock TEXAS

City of Lubbock, TX
Capital Project
January 10, 2023

Capital Project Number:	92669
Capital Project Name:	114th Street Slide Road to Quaker Avenue

	Budget
Encumbered/Expended	**92669**
City of Lubbock Engineering Staff Time	$68,277
Advertisement	299
LPL Staff Time and Materials for Utility Relocation	4,500
PSA - Kimley-Horn and Associates, Inc. for Design - Contract 15089	876,559
Amendment 1 to Contract 15089	108,100
Contract 16114 with Lone Star Dirt & Paving Ltd	8,860,982
Utility Relocates	131,970
Agenda Item January 10, 2023	
Change Order 01 for Contract 16114 with Lone Star Dirt & Paving Ltd	132,225
Encumbered/Expended To Date	10,182,911
Estimated Costs for Remaining Appropriation	
Construction of 114th Street Slide Road to Quaker Avenue	117,089
Remaining Appropriation	-
Total Appropriation	$10,300,000

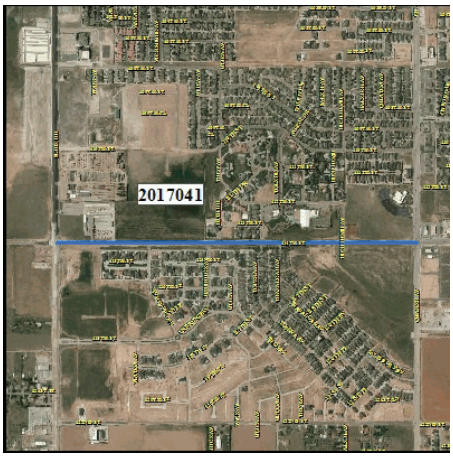
Project Name **114th Street - Slide Road to Quaker Avenue** *Project Number* **92669**

Managing Department **Engineering**

Project Manager **Josh Kristinek**

Project Classification **New Roadways**

Project Status **Approved**



Project Scope

This roadway is designated on the 2018 Master Thoroughfare Plan to become a (5-lane) minor arterial. Improvements will also be made to the pedestrian elements as well as the street lighting and the drainage.

Bid Date - Design: 12/2019
Award Date for Bid - Design: 01/2020
Project Start Date - Design:03/2020
Project End Date - Design:09/2021
Bid Date - Construction:10/2021
Award Date for Bid - Construction:03/2022
Project Start Date - Construction: 06/2022
Project End Date - Construction: 07/2024

Project Justification

The City of Lubbock continues to strive to meet the transportation needs of its citizens. We must continue to anticipate the infrastructure needs for a growing populous in order to provide a safe and effect transportation system. Due to continued development in the area this roadway has become congested and the road bed itself is requiring constant maintenance in order to serve the traveling public.

Project History

$1,000,000 was appropriated in FY 2019-20, Budget Amendment No. 16, Ord. No. 2020-O0040, March 24, 2020.
$7,500,000 was appropriated in the FY 2020-21 Budget, Ord. No. 2020-O0123, October 1, 2020.

		Unappropriated Planning Years						
Appropriation Detail	Appropriation to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Project Amount
Construction	7,500,000	0	0	0	0	0	0	7,500,000
Design and Engineering	1,000,000	0	0	0	0	0	0	1,000,000
Total Project Appropriation	8,500,000	0	0	0	0	0	0	8,500,000

		Unappropriated Planning Years						
Funding Detail	Funding to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Funding
FY 2013 General Obligation Bonds	600,000	0	0	0	0	0	0	600,000
FY 2017 Tax Supported Revenue CO's	496,030	0	0	0	0	0	0	496,030
FY 2021 Tax Supported Revenue CO's	7,403,970	0	0	0	0	0	0	7,403,970
Total Funding Sources	8,500,000	0	0	0	0	0	0	8,500,000

Operating Budget Impact	FY 2022-23	Unappropriated Planning Years FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

AI# 11242
Regular City Council Meeting 5. 13.
01/10/2023:

Information

Agenda Item

Resolution - Water Utilities: Consider a resolution authorizing the Mayor to execute a Joint Funding Agreement with the U.S. Department of Interior's U.S. Geological Survey (USGS), to install and maintain flow gauging stations on three City-owned stormwater outfalls.

Item Summary

Water Right Permit 5921, associated with future Lake 7, includes a water accounting plan that requires the City to measure flows from those outfalls or discharges that will be impounded in and diverted from Lake 7. Discharges include both treated wastewater and stormwater from Lubbock's Northwest, South-Central, and South Drainage Systems. Although Lake 7 may not be constructed for another decade, installing gauging stations in these three drainage systems will quantify the volumes and frequency of flows over several years, which will aid in the final design of Lake 7.

This Joint Funding Agreement with the USGS includes the installation of new gauging stations near the discharges of the Northwest, South-Central, and South Drainage Systems. In addition, the agreement includes funds for the USGS to operate, maintain, and ensure the integrity of the data collected from these gauging stations for a period of one year. The City's portion of the cost is $176,100.

Fiscal Impact

Sufficient funds have been allocated in the Water/Wastewater FY2022-2023 Operating Budget for this project.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution- USGS JFA GaugingStations
Agreement- USGS JFA GaugingStations
Gauging Stations Map

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 17037 for a joint-funding agreement for water resource investigations, by and between the City of Lubbock and United States Department of Interior/United States Geological Survey, 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:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Joint Funding Agreement- US Dept of Interior 17037
12.8.22

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Oklahoma-Texas Water Science Center
1505 Ferguson Lane
Austin, TX 78754

December 5, 2022

Mr. Aubrey Spear
Director of Water Resources
City of Lubbock
PO BOX 2000
Lubbock, TX 79457

Dear Mr. Spear:

Enclosed is one signed scan of our standard joint-funding agreement for the project(s) Oklahoma-Texas Water Science Center Water Resources Investigations, upon signature by both parties through September 30, 2024 in the amount of $176,100 from your agency. U.S. Geological Survey contributions for this agreement are $60,000 for a combined total of $236,100. Please sign and return one fully-executed original to Kandis K. Becher at kkbecher@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by December 15, 2022. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Marsha Gipson by phone number (682) 316-5042 or email mgipson@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Kandis Becher at phone number (682) 316-5051 or email at kkbecher@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Meghan Roussel

Meghan Roussel
Acting Director

Enclosure
23SJJFATX033010

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000603
Agreement #: 23SJJFATX033010
Project #: SJ009ME
TIN #: 75-6000590

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into upon signature by both parties, by the U.S. GEOLOGICAL SURVEY, Oklahoma-Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Lubbock party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $60,000 by the party of the first part during the period upon signature by both parties to September 30, 2024

(b) $176,100 by the party of the second part during the period upon signature by both parties to September 30, 2024

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000603
Agreement #: 23SIJFATX033010
Project #: SJ009ME
TIN #: 75-6000590

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Marsha Gipson
Branch Chief - North Texas
Address: 501 W. Felix Street Bldg 24
Fort Worth, TX 76115
Telephone: (682) 316-5042
Fax:
Email: mgipson@usgs.gov

Customer Technical Point of Contact

Name: Aubrey Spear
Director of Water Resources
Address: PO BOX 2000
Lubbock, TX 79457
Telephone: (806) 775-2585
Fax: (806) 775-3027
Email: aspear@mylubbock.us

USGS Billing Point of Contact

Name: Kandis Becher
Budget Analyst
Address: 501 W. Felix Street Bldg 24
Fort Worth, TX 76115
Telephone: (682) 316-5051
Fax: (682) 316-5022
Email: kkbecher@usgs.gov

Customer Billing Point of Contact

Name: Aubrey Spear
Director of Water Resources
Address: PO BOX 2000
Lubbock, TX 79457
Telephone: (806) 775-2585
Fax: (806) 775-3027
Email: aspear@mylubbock.us

U.S. Geological Survey
United States
Department of Interior

Signature

By MEGHAN ROUSSEL Digitally signed by MEGHAN ROUSSEL Date: 2022.12.05 11:25:59 -06'00' Date:
Name: Meghan Roussel
Title: Acting Director

City of Lubbock

Signatures

By_____ Date: _____
Name: Tray Payne
Title: Mayor
ATTEST:

By_____ Date: _____
Name: Rebecca Garza
Title: City Secretary
APPROVED AS TO CONTENT:

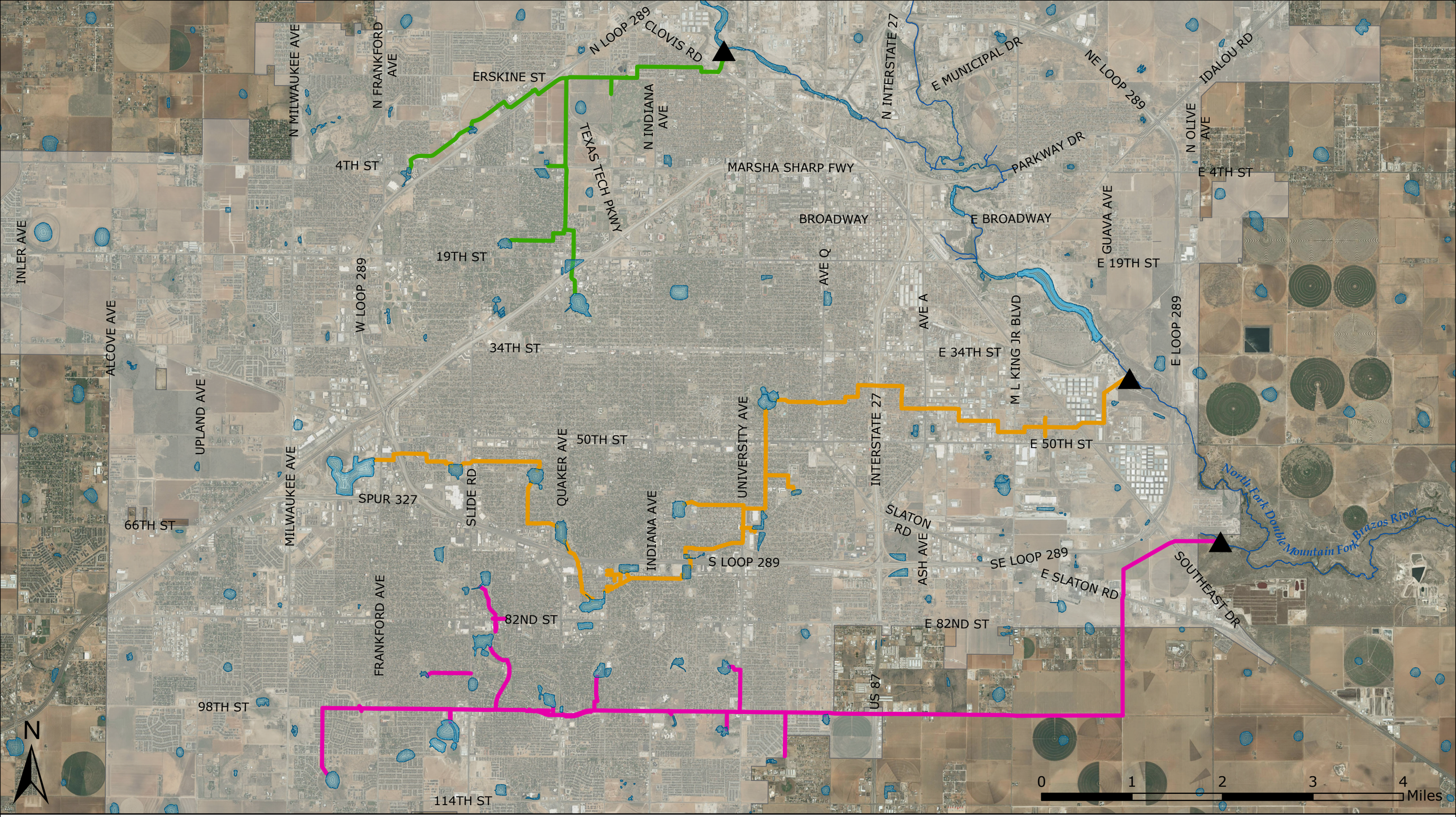
By Aubrey Spear Date: 12/8/2022
Name: Aubrey Spear
Title: Director of Water Utilities
APPROVED AS TO FORM:
By_____ Date: 12/8/22
Amy Sims, Deputy City Attorney

City of Lubbock
23SJJFATX033010

Site Information

Description	Code	Units	Diff. Factor	USGS Funds	Customer Funds	Total
Task: 1 - Surface Water Data Collection						
Site:**TBD** Northwest Stormwater Drainage at Erskine St						
Install Streamflow Station	QCONT	1.00	1.50	$20,000	$58,700	$78,700
			Site Totals:	**$20,000**	**$58,700**	**$78,700**
Site: **TBD** South Central Stormwater Drainage at Vanda Street						
Install Streamflow Station	QCONT	1.00	1.50	$20,000	$58,700	$78,700
			Site Totals:	**$20,000**	**$58,700**	**$78,700**
Site: **TBD** South Stormwater Drainage at 98th St						
Install Streamflow Station	QCONT	1.00	1.50	$20,000	$58,700	$78,700
			Site Totals:	**$20,000**	**$58,700**	**$78,700**
			3 total site(s) under the Task Totaling:	**$60,000**	**$176,100**	**$236,100**
			3 total site(s) under the Agreement Totaling:	**$60,000**	**$176,100**	**$236,100**

PROJECT	USGS FUNDS	CUSTOMER FUNDS	TOTAL COST
FY23 Install (with O&M) SURFACE WATER: 00180	$60,000	$176,100	$236,100
AGREEMENT TOTAL:	**$60,000**	**$176,100**	**$236,100**



Major Playa Drainage Systems

- Northwest
- South Central
- South
- Proposed Discharge Gauging Station

Proposed USGS Gauging Station Locations

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

AI# 11260
Regular City Council Meeting 5. 14.
01/10/2023:

Information

Agenda Item

Resolution - Solid Waste: Consider a resolution authorizing the Mayor to execute Contract 17003, with Caprock Waste, for the repair and refurbishing of dumpsters.

Item Summary

The City of Lubbock contracts with an outside vendor to perform repairs and renovations on City dumpsters as needed.

In response to ITB 23-17003-DH, the following sole bid was received and opened on December 16, 2022.

Contractor	Amount
Caprock Waste of Lubbock, Texas	$911,100

Staff recommends this contract be awarded to the sole qualified bidder, Caprock Waste of Lubbock, Texas. This contract will be for one year with 4 one-year renewals.

Fiscal Impact

This contract is budgeted in the Solid Waste FY 2022-23 Budget. Actual expenditures will depend on the actual number and size of dumpsters repaired or refurbished, and the annual cost is estimated at $911,100.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution - Caprock Waste
Contract - Caprock Waste
Bid Tabulation
Award Recommendation

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, Service Contract No. 17003 for renovation and refurbishing dumpsters as per ITB 23-17003-DH, by and between the City of Lubbock and Waste Connections of Texas, LLC dba Caprock Waste, of Lubbock, TX, 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:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.ServiceContract 17003 Caprock Waste - dumpsters
1.5.23

Contract **17003**

City of Lubbock
Contract for
ITB 23-17003-DH
Renovate and Refurbish Dumpsters

THIS CONTRACT made and entered into this ___ day of _____, **2023**, by and between the City of Lubbock ("City"), and **Waste Connections of Texas LLC dba Caprock Waste,** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Renovate and Refurbish Dumpsters** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Renovate and Refurbish Dumpsters.**

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Renovate and Refurbish Dumpsters,** and more specifically referred to as **Items 0-1 through 1-1** on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one (1) year, with the option of two (4), one year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.

4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

9. Insurance Requirements

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.
SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

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.

Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

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.. Employer Liability ($1M) is required with Workers Compensation.

Carrier Cargo Liability Requirements: Motor Carrier Cargo Insurance is required for this project and must cover, at minimum, the value of the full load that is being hauled.

---

* 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.

IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and **all endorsements** thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314 Avenue K, 9th Floor
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

11. 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.

12. 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 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.

13. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

15. 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.

16. 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.

17. **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.

18. 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.

19. 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.

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.

20. The Contractor 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.

21. The Contractor 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 Contractor, its agents, employees, and/or subcontractors, 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.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 23-16883-DH, Specifications, and the Bid Form.

-----INTENTIONALLY LEFT BLANK-----

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Tray Payne, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Brenda Haney, Director of Solid Waste Collections

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

CONTRACTOR

BY Bobby Fira
Authorized Representative

Bobby Fira
Print Name

5813 E. FM 40
Address

Lubbock, Tx 79403
City, State, Zip Code

City of Lubbock, TX
Renovate and Refurbish Dumpsters
Solid Waste Services

SPECIFICATIONS FOR REFURBISHING SIDE LOADING

GENERAL SPECIFICATIONS:

It is the intent of the City of Lubbock, Texas, to secure bids for repairs/refurbishing maintenance of one-and-a-half cubic yard (1 ½); two (2) cubic yard, three (3) cubic yard and four (4) cubic yard Side Loading containers.

Each container must be re-stenciled on the front and inverted under right lift arm, (facing container) with glossy black spray lacquer with 3" high X 13/4" wide serial numbers. Serial numbers will be provided by the Solid Waste Services Department. Each serial number must include an R, the year of repair and a dash – before each serial number provided by the department. For example, **R14-(serial number provided by department)**.

In addition, the letters "Keep Lids Closed" must be stenciled on the front center (below lids) with glossy black spray lacquer with 3" high X 13/4" wide letters.

The contractor shall protect and save harmless the owner from all and every demand for damages, royalties or fees on any patented invention used by him/her in connection with the work done or materials furnished under this contract; provided, however, that if any patented materials, machinery, appliance or invention is clearly specified in this contract, then, and in the event, the cost of procuring the rights of use and legal release or indemnity determined and directed to be included in the bid price at the time the proposal is submitted.

Prices bid shall include delivery charges.

Address:
1631 84th Street,
Lubbock, Texas.

All containers shall be guaranteed for twelve (12) months after delivery against defective workmanship and materials.

All materials will be furnished by vendor.

Containers to be repaired will be checked out to successful bidder by City serial number noting type of repairs to be completed and checked back in when completed. Vendor shall be paid on the number of completed containers for each category of repair. If any additional repairs are required, vendor must receive authorization before repairs. Containers will be loaded and unloaded by City of Lubbock personnel.

The number of containers to be refurbished weekly will be determined by Solid Waste Services Department and the determined number will be given to the bidder. At least $1/12^{th}$ or less, of the total number of dumpsters in the bid will be refurbished on a monthly basis.

The following are minimum specifications for the refurbish/repair work to be done:

1. STEEL

   All steel metal shall be hot-rolled commercial quality steel.

   Container bottom, front, rear and sides when necessary, welded continuously on the interior: Side Loading - 12 gauge. Container lids welded continuously on the interior: Side Loading - 16 gauge.

Container bottom when necessary shall be hot rolled commercial quality steel.
Container bottom shall include two skids, which will be part of the sides: Side Loading - 12 gauge.
Bumper angle will be located in front of the lift arm and will be 2" x 3" x 1/4" x 20" long angle iron. The angle will wrap around the corner from the front of the container.

Welds shall be continuous on the interior and exterior of the container, except where stated to the contrary, and shall form a secure bond between metals. Puddling and splattering are unacceptable.

2. Polyethylene/Plastic Bottoms

When plastic bottoms are requested in lieu of steel bottom, container bottom shall be made of 3/16" high molecular weight polyethylene, seamless extending a minimum of ten (10) inches up the inside wall of the container. The City Of Lubbock will accept bottoms produced by Bryan Container Company, Bryan, TX (888.611.3333), or approved equal.

Dimensions of plastic bottoms are as follows:

2 cubic yard = 37 7/8 inches

3 cubic yard = 47 ½ inches

4 cubic yard = 47 ½ inches

Specifications for installing plastic bottoms from Bryan Container Company: After construction of metal box with cross members on the bottom, insert plastic bottom from top. To secure plastic bottom to metal container, either pop rivet or weld Z bars to side of container.

SEE ATTACHMENT A.

3. STEEL TUBULAR LID-STOPPER

Tubular lid-stopper shall be constructed of ¾ "round steel tubing. 16" long with two (2) 4" legs. Legs shall be welded to the steel portion of the container lid assembly.

SEE EXAMPLE PICTURED IN ATTACHMENT B1.

4. LIDS

Lids shall be made in three (3) parts, with the rear lid to be constructed of 16 gauge hot-rolled steel for Side Loading containers and hinged with 3/4" pipe. Front lids shall be plastic, manufactured independent of each other and hinged to rear lid with 1/2" solid steel rod.

Rear lid shall be 15" X 60" constructed of 16 gauge hot-rolled steel for Side Loading containers. Color shall be sandalwood brown or similar color to match existing containers.

Front lids, 30" long X 29" wide shall be .250" thick and shall weigh seven (7) pounds and be composed of 100% recycled materials. Front edge of lid shall have two finger grips for added stiffening and convenience in opening the lid.

Front lid outside ears shall be slightly thicker to deter splitting of plastic lid. Front lid color shall be black, with the City of Lubbock logo and the letters, "Lubbock, Texas" embossed (molded) on each small lid.

Front lids must be designed with extra high ribs to provide structural strength, durability, and prevent sagging in hot weather. Front lid color and design must match the current lid used by the City of Lubbock.

Front lids must be guaranteed not to chalk, split or crack due to ultraviolet exposure for (3) three years from date of delivery.

When directed by Solid Waste Services, front lids may be requested as: 16 gauge hot-rolled commercial quality steel.

4.1 MODIFICATIONS

For three (3) cubic yard and four (4) cubic yard Side Loading containers:
When directed by Solid Waste Services, the 16 gauge hot-rolled commercial quality steel front lids shall be modified by adding chutes constructed of 16 gauge hot-rolled steel.

Chute additions shall be painted light blue (sky blue or powder blue) to match current color used by City.

SEE EXAMPLES PICTURED IN ATTACHMENT B2.

5. CLEANING

All welds shall be cleaned to bright metals and shall be free of all foreign material, slag, rust, dirt, oil or other material which will show an unevenness after painting. Failure to do so shall be cause for rejection until deficiency is correct.

6. PAINTING

The interior and exterior of the containers shall be painted with a two (2) coat system consisting of a corrosion inhibitive fast drying primer followed by a high gloss acrylic enamel finish coat. Primer coat shall be a fast dry zinc chromate. The finish coat shall be a high gloss, quick drying, acrylic enamel paint. Paint shall be clean and free from foreign material and shall be applied evenly without runs or sags.

For two (2 cubic yard, three (3) cubic yard and four (4) cubic yard Side Loading containers, the finish color shall be sandalwood brown or similar color to match existing containers.

When directed by Solid Waste Services, for three (3) cubic yard and four (4) cubic yard Side Loading containers, the finish color shall be light blue (sky blue or powder blue) or similar color to match existing recycling containers.

The above primer and paint shall be applied on the interior and exterior of the containers.

The containers must be cleaned of all foreign material, slag, rust, dirt, oil or other material before the primer and paint are applied to ensure adhesion of the primer and paint.

Paint shall be guaranteed for one (1) year against cracking, checking or loss of adhesion and appreciable color change or chalking of the finish coat of paint.

SEE ATTACHMENTS C & D

7. SPECIFICATION VARIATIONS

Variations from these specifications WILL NOT BE ACCEPTABLE.

8. SHOP DRAWING

Bidder will furnish Shop Drawing depicting his proposal for refurbishing the different sizes of Side Loading containers.

Shop Drawing is to be submitted with bid.

9. CATEGORIES OF REPAIRS/REFURBISHING

A complete refurbish includes replacing, as needed, the front, back and both sides with 12 gauge steel as far up as needed to get the container back to reusable condition. A complete refurbish also consists of painting of the interior and exterior and putting new lids on the container.

Work to be performed by successful bidder shall include one or more of the following categories of repairs/refurbishing:

9.1 Complete repair/refurbishing of container – Steel bottom.

Bottom and front and rear and sides: 12 gauge hot-rolled commercial quality steel for Side Loading containers, welded continuously on the exterior of the container.

Skids welded in place on existing containers:

Side Loading – 12 gauge.
Replacement of lids.
Paint will be applied according to specifications.

9.2 Complete repair/refurbishing of container – Plastic bottom.

Bottom: 3/16" high molecular weight polyethylene, seamless extending a minimum of ten (10) inches up the inside wall of the container.

Skids welded in place on existing containers:

Side Loading – 12 gauge.
Replacement of lids.
Paint will be applied according to specifications.

9.3 Repair and replace front, back, or side panels.

Front, rear and sides: 12 gauge hot-rolled commercial quality steel for Side Loading containers, welded continuously on the exterior of the container.

9.4 Repair, paint and replace lids. Repair or replace front, back or sides panels.

- Plastic and metal lids will be replaced with new plastic lids.
- If metal lids are requested, repair of metal lids and/or the placement of metal lids: Side Loading - 16 gauge hot rolled.
- Paint will be applied according to specifications.

9.5 Painting of container only.

- Paint will be applied according to specifications.

SEE EXAMPLES & DRAWING IN ATTACHMENTS E, F AND G.

See Attachment E for the preferred placement of reinforcing side plates.
See Attachment F for the preferred placement of bottom channels and chain attachment.
See Attachment G for container drawing.
Sample containers may be seen by bidder at 1631 84th Street, Solid Waste Services Container Section.

SEE ATTACHMENT H

10. QUALIFICATION OF BIDDER

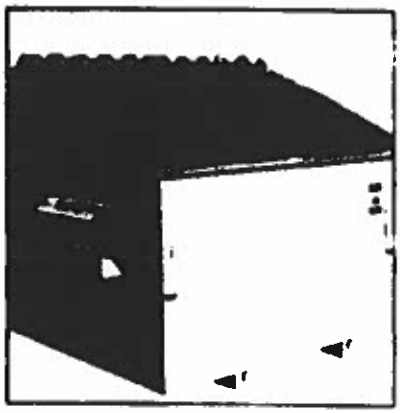
Bidders must be able to demonstrate experience and successful completion of large-scale metal fabrication projects.

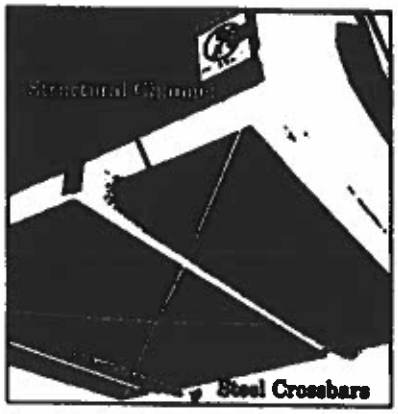
Bids will include total labor rates for each item and separate rate for materials plus a multiplier. Material invoices must be included with invoices. The multiplier will cover the vendors profit, overhead, etc.

ATTACHMENT A

The Extended-Life Container

10-Year Warranty Against Rust-Out



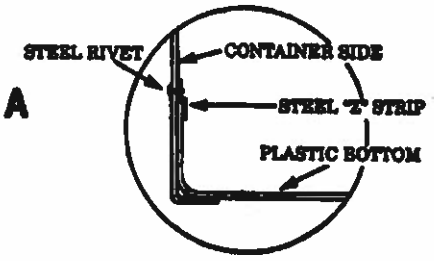


Our container offers a unique, low-maintenance option for the waste collection industry. The Extended-Life Container features a plastic pan supported by structural steel members and held in place by our proprietary steel "z" stripe.

Our steel reinforced plastic bottom offers:

- **Rust-free bottoms**
- **Less noise**
- **Lighter weight**
- **Less stress on trucks**
- **At least $30 a year in fuel savings**
- **High impact resistance**

ATTACHMENT A



We've been using these containers for years with no problems. As soon as we finish converting our inventory to Extended-Life Containers, we will be out of the bottom replacement business entirely.

[illegible], Operations Supervisor, Solid Waste, City [illegible]

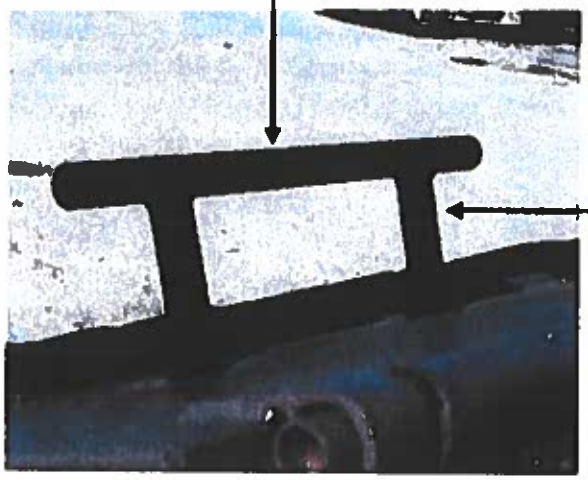
Bryan Containers

The Next Step in Container Evolution

Bryan Container Company, Inc. ▪ P.O. Box 32 ▪ Bryan, Texas 77806
Telephone: 409/822-[illegible]398 ▪ Toll Free: 888/611-3333 ▪ Fax: 409/775-0319

ATTACHMENT B1 – STEEL TUBULAR LID-STOPPER

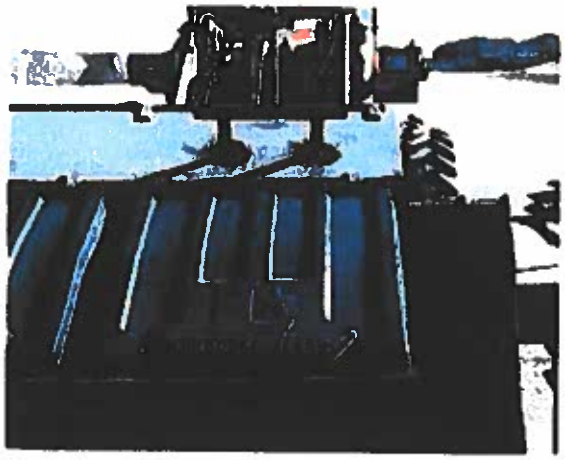
16" (¾ round steel tubing)



4" (¾ round steel tubing)

Pipe dimensions = 3/4 " round steel tubing

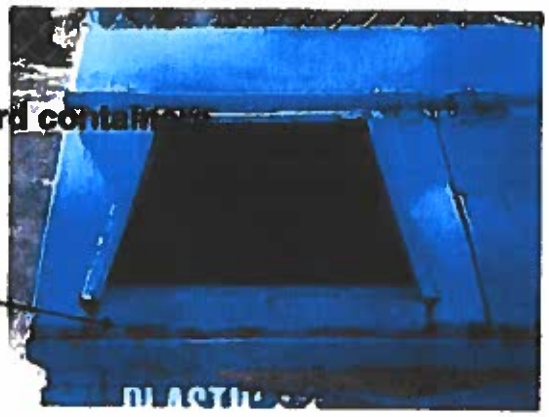




ATTACHMENT B2

Modifications – 3 cubic yard & 4 cubic yard containers

16 gauge Chute





ATTACHMENT C

MPI #95 Quick Drying Metal Primer



Back to Main Page



Master Painters Institute
Approved Product List

< Previous | Product Index Alphabetical | Product Index by MPI Number | Next >

ATTACHMENT C

MPI #95 Q.D. Primer for Aluminum

A solvent based, alkyd or modified alkyd type, quick drying, anti corrosive metal primer for cleaned interior and exterior steel and prepared aluminum. This coating can be used in residential, commercial and industrial locations that are exposed to light corrosive atmospheres. This primer can be finish coated with conventional latex and alkyd paints as well as MPI #96 Quick Drying Gloss and #110 High Performance Latex. Application is by airless and conventional spray equipment, and can be touched-up by brush.

[Characteristics reviewed include corrosion resistance and dry time. See MPI 'Evaluated Performance' Specs for complete details, specific requirements, and/or reference specs.]

MPI VOC Ranges (grams/L.)	E3 <401 g/L	E2 401 — 450 g/L	E1 451 — 550 g/L	Blanks may indicate information unavailable.

Listing Mfr	Label	Product Name	Code	E Range
Benjamin Moore	Benjamin Moore	Rapid Dry Metal Primer	CM05	2
California Paints	H.P. Industrial	Prime Line Metal Primer - Gray	1704	2
Cloverdale Paint		Quick Dry Non-Lifting Metal Primer	71312	1
Color Wheel CGI	Contractor's Choice	Ironize Inhibitive Primer	640	3
Columbia Paint CGI	Industrial	Universal Low VOC Phenolic Primer	07-678-PP	2
Columbia Paint CGI	Industrial	Lead-Free Primer - Red	07-437-PP	1
Columbia Paint CGI	Industrial	Lead Free Primer - Gray	07-426-PP	1
Coronado Paint		Quick Dry Alkyd Metal Primer	886 Line	1
Frazee CGI		Metal Prime	661	1
General Paint CGI		Q.D. Anti Corrosive Primer Red/Grey	06-164/160	1
Griggs Paint		Deer Valley QD Grey Primer	200A04	3
ICI Paints	Devoe Coatings	Devguard T & S Primer	4160	2
ICI Paints	Devoe/Fuller	Surmax	DP27915/17	2
ICI Paints	Devoe Coatings	Rustguard QD Shop Coat Primer	4140	3
ICI Paints (Canada)	Devoe	Devguard	4160	2
Miller Paint CGI		Aluminum & Ferrous Metal Primer	484	2
Miller Paint CGI	PPG	Zinc Chromate Primer	6-204	3
Mills Paint	Superior Quality	Fast Dry White Barrier Primer	661	
Northern Paint	Colorlox	Fast Dry Gray Primer	601-68	
Para Paints	Insl-X	Speedy Metal Primer	MP-915	2
Parker Paint CGI	Parker Paint	Overlay Red Primer	1579	2
Porter Paints	U-Prime	Fast Dry Universal Primer	288	2
PPG	Speedhide	Quick Dry Metal Primer	6-204	3
Rodda Paint	Professional Maint	Barrier III HS	706206X	3
Sico Coatings	Rust-Oleum	Speedy Dry	1573	1
Spectra-Tone CGI	Insl-X	Speedy Metal Primer	MP-915	
Tower Paint		Red Oxide Metal Primer	T110	2

ATTACHMENT D

Tnemec Company





home

About Us | Locations

- history
- values
- locations
- events
- what's new

For Dallas/Fort Worth, Wichita Falls, Waco, Tyler areas

Name: The Barry Group, L.L.C
Phone: 972-312-8448
Fax: 972-312-8408



For Houston, College Station, Pasadena, Beaumont areas

Name: The Barry Group, L.L.C
Phone: 281-445-9011
Fax: 281-445-9090

ATTACHMENT D

For San Angelo, Midland, Abilene, Amarillo, Lubbock, El Paso areas

Name: The Barry Group, L.L.C
Phone: 806-748-8183
Fax: 806-748-8193

800.326.7881
Joseph S. Barry, President

For Austin, San Antonio, Corpus Christi, Laredo areas

Name: The Barry Group, L.L.C
Phone: 512 899-9755
Fax: 512 899-9744

Return to the Local Rep page

about us | our brands | projects | online catalog | our perspective | contact us

Privacy and Legal Information
Copyright 2003 Tnemec Inc. All Rights Reserved

ATTACHMENT E

Preferred placement for reinforcing side plate.

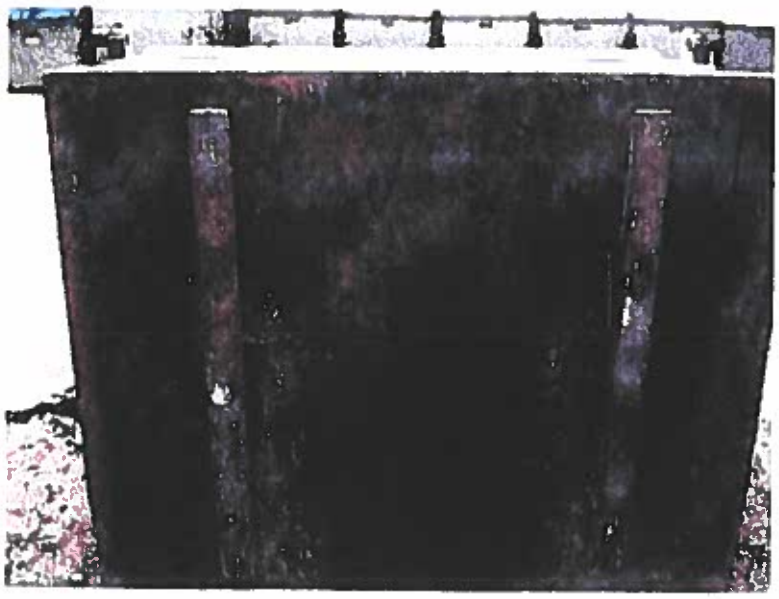


Incorrect placement for reinforcing side plates.



ATTACHMENT F

Preferred placement of Bottom Channels.

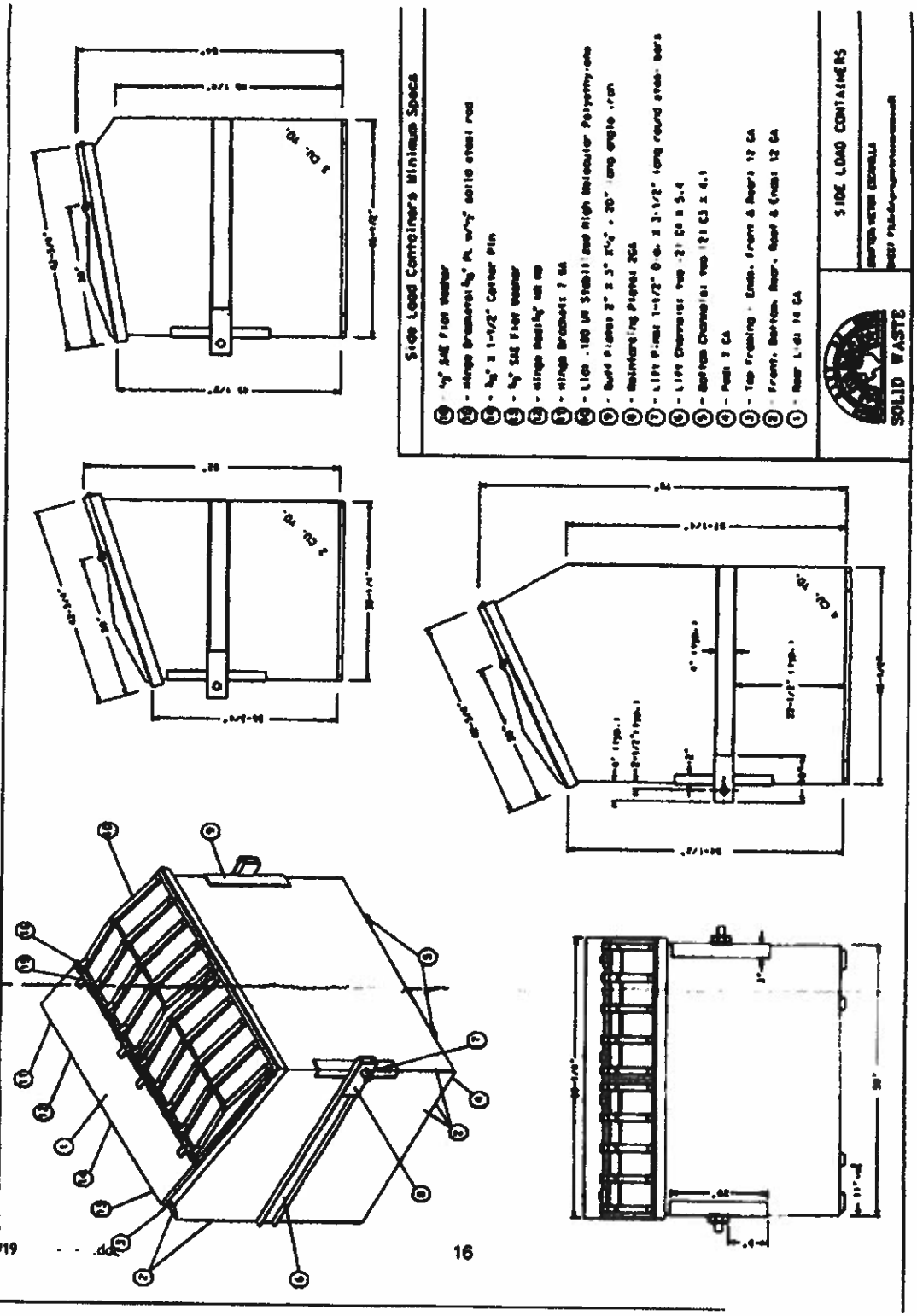


Chain attachment - metal lids portion to side of dumpster.



NEW CONTAINER SPECIFICATION - FOR REFERENCE FOR RENOVATIONS/REFURBURSHING

ATTACHMENT G – DRAWING - COMPLETE



City of Lubbock, TX
Purchasing and Contract Management
Vendor Acknowledgement Form

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 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST 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?

City of Lubbock
ITB 23-17003-DH
Renovate and Refurbish Dumpsters
Bid Form

				Location Total Cost	Caprock Waste Lubbock, TX $911,100.00		
#	Items	Quantity Required (+/-)	UOM	Labor Rate	Material Cost plus Multiplier	Extended Cost
0						
#0-1	Complete repair/refurbishing of 2 CY container - steel bottom and add tubular lid stopper, as needed	25	EA	$190.00	$285.00	$11,875.00
#0-2	Complete repair/refurbishing of 3 CY container - steel bottom and add tubular lid stopper, as needed	630	EA	$190.00	$285.00	$299,250.00
#0-3	Complete repair/refurbishing of 4 CY container - steel bottom and add tubular lid stopper, as needed	90	EA	$190.00	$285.00	$42,750.00
#0-4	Complete repair/refurbishing of 2 CY container - plastic bottom and add tubular lid stopper, as needed	25	EA	$190.00	$285.00	$11,875.00
#0-5	Complete repair/refurbishing of 3 CY container - plastic bottom and add tubular lid stopper, as needed	630	EA	$190.00	$285.00	$299,250.00
#0-6	Complete repair/refurbishing of 4 CY container - plastic bottom and add tubular lid stopper, as needed	90	EA	$190.00	$285.00	$42,750.00
#0-7	Repair and paint metal portion of lid assembly and replace plastic lids and add tubular lid stopper, as needed 1 1/2 CY	5	EA	$124.00	$186.00	$1,550.00
#0-8	Repair and paint metal portion of lid assembly and replace plastic lids and add tubular lid stopper, as needed 2 CY Repair	5	EA	$124.00	$186.00	$1,550.00
#0-9	and paint metal portion of lid assembly and replace plastic lids and add tubular lid stopper, as needed 3 CY	15	EA	$124.00	$186.00	$4,650.00
#0-10	Repair and paint metal portion of lid assembly and replace plastic lids and add tubular lid stopper, as needed 4 CY	10	EA	$124.00	$186.00	$3,100.00
#0-11	Repair and paint metal portion of lid assembly and replace metal lids and add tubular lid stopper, as needed 2 CY	5	EA	$124.00	$186.00	$1,550.00
#0-12	Repair and paint metal portion of lid assembly and replace metal lids and add tubular lid stopper, as needed 3 CY	8	EA	$124.00	$186.00	$2,480.00
#0-13	Repair and paint metal portion of lid assembly and replace metal lids and add tubular lid stopper, as needed 4 CY	7	EA	$124.00	$186.00	$2,170.00
#0-14	Repair or replace damaged side panel and paint dumpster. 1 1/2 CY or 2 CY	20	EA	$124.00	$186.00	$6,200.00
#0-15	Repair or replace damaged side panel and paint dumpster. 3 CY	20	EA	$124.00	$186.00	$6,200.00
#0-16	Repair or replace damaged side panel and paint dumpster. 4 CY	20	EA	$124.00	$186.00	$6,200.00
#0-17	Repair or replace damaged front panel and paint dumpster. 1 1/2 CY or 2 CY	20	EA	$124.00	$186.00	$6,200.00
#0-18	Repair or replace damaged front panel and paint dumpster. 3 CY	20	EA	$124.00	$186.00	$6,200.00
#0-19	Repair or replace damaged front panel and paint dumpster. 4 CY	20	EA	$124.00	$186.00	$6,200.00
#0-20	Repair or replace damaged rear panel and paint dumpster. 1 1/2 CY or 2 CY	20	EA	$124.00	$186.00	$6,200.00
#0-21	Repair or replace damaged rear panel and paint dumpster. 3 CY	20	EA	$124.00	$186.00	$6,200.00
#0-22	Repair or replace damaged rear panel and paint dumpster. 4 CY	20	EA	$124.00	$186.00	$6,200.00
#0-23	Repair or replace damaged metal bottom and paint dumpster as needed. 1 1/2 CY or 2 CY	20	EA	$158.00	$237.00	$7,900.00
#0-24	Repair or replace damaged metal bottom and paint dumpster as needed. 3 CY	20	EA	$158.00	$237.00	$7,900.00
#0-25	Repair or replace damaged metal bottom and paint dumpster as needed. 4 CY	20	EA	$158.00	$237.00	$7,900.00
#0-26	Repair or replace damaged plastic bottom and paint dumpster as needed. 1 1/2 CY or 2 CY	20	EA	$158.00	$237.00	$7,900.00
#0-27	Repair or replace damaged plastic bottom and paint dumpster as needed. 3 CY	20	EA	$158.00	$237.00	$7,900.00
#0-28	Repair or replace damaged plastic bottom and paint dumpster as needed. 4 CY	20	EA	$158.00	$237.00	$7,900.00

City of Lubbock
ITB 23-17003-DH
Renovate and Refurbish Dumpsters
Bid Form

#	Items	Quantity Required (+/-)	UOM	Location Total Cost	Caprock Waste Lubbock, TX $911,100.00 Labor Rate	Material Cost plus Multiplier	Extended Cost
0							
#0-29	Painting of container only and add tubular lid stopper, as needed. 1 1/2 CY	5	EA		$116.00	$174.00	$1,450.00
#0-30	Painting of container only and add tubular lid stopper, as needed. 2 CY	10	EA		$116.00	$174.00	$2,900.00
#0-31	Painting of container only and add tubular lid stopper, as needed. 3 CY	75	EA		$116.00	$174.00	$21,750.00
#0-32	Painting of container only and add tubular lid stopper, as needed. 4 CY	30	EA		$116.00	$174.00	$8,700.00
#0-33	Modify containers by adding metal chute and paining chute and container, 3 CY or 4 CY	30	EA		$216.00	$324.00	$16,200.00
#0-34	Repair or replace pins on side panels, all sizes	40	EA		$80.00	$120.00	$8,000.00
#0-35	Repair or replace side channels, all sizes	40	EA		$124.00	$186.00	$12,400.00
Pickup and delivery of all containers for service. 10 containers per load. 1 load each way per week							
#1-1	Pickup and delivery of all containers for service. 10 containers per load. 1 load each way per week	52			$225.00		$11,700.00

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. 1TB 23-17003-DH Date 12/7/2022
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.

CONTRACTOR ACKNOWLEDGEMENT

In compliance with this solicitation, the undersigned bidder, having examined the bid documents, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met has reviewed the above information regarding:

- **Insurance Requirements**
- **Suspension and Debarment Certification**
- **Texas Government Code Section 2252.152**
- **Texas Government Code Section 2271.002**
- **Texas Government Code 2274**
- **Federal and State Regulations**
- **Master Agreement**

SUBMISSION INFORMATION

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in bid rejection.

THIS BID IS SUBMITTED BY Waste Connections of Texas, LLC d/b/a Caprock a Waste corporation organized under the laws of the State of Tx, or a partnership consisting of LLC or individual trading as WCN of the City of Woodlands, Tx

Tax ID No.: 94-3364415

Address: (Local) 5813 E. FM 40

City: Lubbock State: Tx Zip: 79403

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

Please complete the information below.

By _____ Date: 12-8-2022

Authorized Representative - must sign by hand

Officer Name and Title: Joe Landon District Controller

Business Telephone Number 806-740-0414 FAX: _____

E-mail Address: Joe.Landon@WasteConnections.com

City of Lubbock
ITB 23-17003-DH
Renovate and Refurbish Dumpsters
Draft Tab

				Caprock Waste		
			Location	Lubbock, TX		
			Total Cost	$911,100.00		
#	Items	Quantity Required (+/-)	UOM	Labor Rate	Material Cost plus Multiplier	Extended Cost
0						
#0-1	Complete repair/refurbishing of 2 CY container - steel bottom and add tubular lid stopper, as needed	25	EA	$190.00	$285.00	$11,875.00
#0-2	Complete repair/refurbishing of 3 CY container - steel bottom and add tubular lid stopper, as needed	630	EA	$190.00	$285.00	$299,250.00
#0-3	Complete repair/refurbishing of 4 CY container - steel bottom and add tubular lid stopper, as needed	90	EA	$190.00	$285.00	$42,750.00
#0-4	Complete repair/refurbishing of 2 CY container - plastic bottom and add tubular lid stopper, as needed	25	EA	$190.00	$285.00	$11,875.00
#0-5	Complete repair/refurbishing of 3 CY container - plastic bottom and add tubular lid stopper, as needed	630	EA	$190.00	$285.00	$299,250.00
#0-6	Complete repair/refurbishing of 4 CY container - plastic bottom and add tubular lid stopper, as needed	90	EA	$190.00	$285.00	$42,750.00
#0-7	Repair and paint metal portion of lid assembly and replace plastic lids and add tubular lid stopper, as needed 1 1/2 CY	5	EA	$124.00	$186.00	$1,550.00
#0-8	Repair and paint metal portion of lid assembly and replace plastic lids and add tubular lid stopper, as needed 2 CY Repair	5	EA	$124.00	$186.00	$1,550.00
#0-9	and paint metal portion of lid assembly and replace plastic lids and add tubular lid stopper, as needed 3 CY	15	EA	$124.00	$186.00	$4,650.00
#0-10	Repair and paint metal portion of lid assembly and replace plastic lids and add tubular lid stopper, as needed 4 CY	10	EA	$124.00	$186.00	$3,100.00
#0-11	Repair and paint metal portion of lid assembly and replace metal lids and add tubular lid stopper, as needed 2 CY	5	EA	$124.00	$186.00	$1,550.00
#0-12	Repair and paint metal portion of lid assembly and replace metal lids and add tubular lid stopper, as needed 3 CY	8	EA	$124.00	$186.00	$2,480.00
#0-13	Repair and paint metal portion of lid assembly and replace metal lids and add tubular lid stopper, as needed 4 CY	7	EA	$124.00	$186.00	$2,170.00
#0-14	Repair or replace damaged side panel and paint dumpster. 1 1/2 CY or 2 CY	20	EA	$124.00	$186.00	$6,200.00
#0-15	Repair or replace damaged side panel and paint dumpster. 3 CY	20	EA	$124.00	$186.00	$6,200.00
#0-16	Repair or replace damaged side panel and paint dumpster. 4 CY	20	EA	$124.00	$186.00	$6,200.00
#0-17	Repair or replace damaged front panel and paint dumpster. 1 1/2 CY or 2 CY	20	EA	$124.00	$186.00	$6,200.00
#0-18	Repair or replace damaged front panel and paint dumpster. 3 CY	20	EA	$124.00	$186.00	$6,200.00
#0-19	Repair or replace damaged front panel and paint dumpster. 4 CY	20	EA	$124.00	$186.00	$6,200.00
#0-20	Repair or replace damaged rear panel and paint dumpster. 1 1/2 CY or 2 CY	20	EA	$124.00	$186.00	$6,200.00
#0-21	Repair or replace damaged rear panel and paint dumpster. 3 CY	20	EA	$124.00	$186.00	$6,200.00
#0-22	Repair or replace damaged rear panel and paint dumpster. 4 CY	20	EA	$124.00	$186.00	$6,200.00
#0-23	Repair or replace damaged metal bottom and paint dumpster as needed. 1 1/2 CY or 2 CY	20	EA	$158.00	$237.00	$7,900.00
#0-24	Repair or replace damaged metal bottom and paint dumpster as needed. 3 CY	20	EA	$158.00	$237.00	$7,900.00
#0-25	Repair or replace damaged metal bottom and paint dumpster as needed. 4 CY	20	EA	$158.00	$237.00	$7,900.00
#0-26	Repair or replace damaged plastic bottom and paint dumpster as needed. 1 1/2 CY or 2 CY	20	EA	$158.00	$237.00	$7,900.00
#0-27	Repair or replace damaged plastic bottom and paint dumpster as needed. 3 CY	20	EA	$158.00	$237.00	$7,900.00
#0-28	Repair or replace damaged plastic bottom and paint dumpster as needed. 4 CY	20	EA	$158.00	$237.00	$7,900.00

This is a draft tabulation. Entries are as recorded during bid opening, may include incorrect price extensions or transcription errors, and are subject to change if conflicting information is discovered during analysis of the bid responses.

City of Lubbock
ITB 23-17003-DH
Renovate and Refurbish Dumpsters
Draft Tab

				Caprock Waste		
			Location	Lubbock, TX		
			Total Cost	**$911,100.00**		
#	Items	Quantity Required (+/-)	UOM	Labor Rate	Material Cost plus Multiplier	Extended Cost
0						
#0-29	Painting of container only and add tubular lid stopper, as needed. 1 1/2 CY	5	EA	$116.00	$174.00	$1,450.00
#0-30	Painting of container only and add tubular lid stopper, as needed. 2 CY	10	EA	$116.00	$174.00	$2,900.00
#0-31	Painting of container only and add tubular lid stopper, as needed. 3 CY	75	EA	$116.00	$174.00	$21,750.00
#0-32	Painting of container only and add tubular lid stopper, as needed. 4 CY	30	EA	$116.00	$174.00	$8,700.00
#0-33	Modify containers by adding metal chute and paining chute and container, 3 CY or 4 CY	30	EA	$216.00	$324.00	$16,200.00
#0-34	Repair or replace pins on side panels, all sizes	40	EA	$80.00	$120.00	$8,000.00
#0-35	Repair or replace side channels, all sizes	40	EA	$124.00	$186.00	$12,400.00
Pickup and delivery of all containers for service. 10 containers per load, 1 load each way per week						
#1-1	Pickup and delivery of all containers for service. 10 containers per load, 1 load each way per week	52		$225.00		$11,700.00

This is a draft tabulation. Entries are as recorded during bid opening, may include incorrect price extensions or transcription errors, and are subject to change if conflicting information is discovered during analysis of the bid responses.

DATE December 19, 2022

TO Marta Alvarez, Director of Purchasing and Contract Management

FROM Morgan Ercanbrack, Recycling Supervisor

CC Brenda Haney, Director of Solid Waste

SUBJECT Contract Award Recommendation
ITB 23-17003-DH, Renovate and Refurbish Dumpsters

BACKGROUND/DISCUSSION:
The City of Lubbock contracts with an outside vendor to perform repairs and renovations on City dumpsters as needed.

Bids were received and opened on 16 December 2022. They were as follows:

Contractor	Amount
Caprock Waste of Lubbock, Texas	$911,100.00

The contract shall be for a term of one year, with the option of four, one year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

SUMMARY/RECOMMENDATION:

Staff recommneds award to the only and lowest bidder, Caprock Waste of Lubbock, Texas, for $911,100.00.

FISCAL IMPACT:

A total of $1,604,700 was appropriated with $911,100 available in Account Number 5811.9148 for this purpose.

AI# 11255
Regular City Council Meeting 5. 15.
01/10/2023:

Information

Agenda Item

Resolution - Code Administration: Consider a resolution authorizing the Mayor to execute Contract 16855, an agreement with Lubbock Wrecker Service, Inc., for junked vehicle towing services.

Item Summary

This contract for General Contractor Services is for junk vehicle abatement within the City of Lubbock to be used in the Code Administration Department.

In response to RFP 23-16855-SB, the sole responding bidder was Lubbock Wrecker Service, Inc., with a bid price of $306 per junked vehicle. After evaluating the proposal, staff is recommending award of the contract to Lubbock Wrecker Service.

Fiscal Impact

Lubbock Wrecker Service, Inc. agrees to pay the City $306 per junked vehicle.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Stuart Walker, Code Administration Director

Attachments

Resolution
Contract
Project Summary - 16855 Towing Services

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 16855/23-16855-SB for junked vehicle towing services, by and between the City of Lubbock and Lubbock Wrecker Service, Inc., of Lubbock, Texas, 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:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Contract-Lubbock Wrecker 16855
12.9.22

Contract 16855

City of Lubbock
Junked Vehicle Towing
Agreement

This Service Agreement (this "Agreement") is entered into as of the _____day of **2022** ("Effective Date") by and between **Lubbock Wrecker Service, Inc.** (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals **23-16855-SB Junked Vehicle Towing** and

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide **Junked Vehicle Towing**, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Best and Final Offer
4. Exhibit C – Insurance Requirements

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall execute services as the named provider. The Contractor shall comply with all the applicable requirements set forth in Exhibit B and Exhibit C attached hereto.

Article 1

1.1 The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives (90) day written notice to terminate the Contract.

1.2 It is estimated that 340 to 400 junk vehicles will be removed annually under this contract. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

1.3 The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that

valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

1.4 This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 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.

2.10 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.

2.11 The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract insurance requirements document, this provision shall control.

2.12 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.

2.13 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.

2.14 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.

2.15 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.

2.16 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.

2.17 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.

2.18 Confidentiality. The Contractor 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.

2.19 Indemnify. The Contractor 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 Contractor, its agents, employees, and/or subcontractors, 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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Tray Payne, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Stuart Walker, Director of Code Enforcement

APPROVED AS TO FORM

Amy Sims, Deputy City Attorney

CONTRACTOR

BY: Chad Wilson

Authorized Representative

Chad Wilson

Print Name

3209 Slaton Hwy

Address

Lubbock TX 79404

City, State, Zip Code

Exhibit A

City of Lubbock
RFP 22-16855-SB Junked Vehicle Towing
GENERAL REQUIREMENTS

1 Intent

The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "Proposer") to provide for removal of Junk Vehicles as authorized by the Junked Vehicle Compliance Board or any other board or commission designated by the City Council.

2 Project Description

Provide the City with a single dependable vehicle towing company in which the City must arrange for the removal of junk vehicles as authorized by the order of the Junked Vehicle Compliance Board, or any other board or commission designated by the City Council.

3 Scope of Work

The Contractor shall tow and store all vehicles designated by the Code Administration Manager or his/her designee (hereinafter called "Codes Department") in a safe and secure manner so as to avoid damage to the vehicles or danger to any motorists, pedestrians or Contractor's employees.

Adequate space to accommodate an annual volume of approximately 350 – 400 vehicles at the Contractor's storage facilities for the storage and disposal of junked vehicles will be maintained. The Contractor shall observe all applicable state laws, municipal ordinances and Code Administration policies regulating junked vehicles.

Tow Orders: issued by the Junked Vehicle Board. Contractor shall respond to all *tow orders* from the Codes Department within 48 hours of receiving *tow orders* unless otherwise specified in this agreement.

Tow Requests: refers to a voluntary tow by a property owner. Contractor shall respond to all *tow requests* from the Codes Department within one (1) hour of receiving such a request unless otherwise specified in this agreement. All such *tow requests* shall be completed in a timely manner.

Contractor shall use authorized vehicles and equipment that he owns or leases unless such vehicles and equipment are not available for use. In such event, the Contractor may then use authorized vehicles and equipment from other towing services pursuant to agreements he may have with such other towing services, provided the vehicles and equipment comply with all state, federal and local laws, rules and regulations necessary to perform such tows and the requirements of this Agreement.

Contractor shall be allowed to dismantle and salvage for resale any and all useable parts of any junked vehicle removed pursuant to the notification and hearing process performed by the Code Administration Department and after receiving a CRUSH ORDER from the Code Administration Department. A ten (10) day waiting period as to allow a vehicle owner or an authorized agent of the owner ample time to claim the removed vehicle and bring it into compliance. Contractor shall not restore or make any junked vehicle that has been towed pursuant to this contract operable.

Contractor will be required to crush all towed vehicles within 45 days of receiving a CRUSH ORDER from the Codes Department if no vehicle owner or authorized agent of the owner has claimed the vehicle.

Contractor herein agrees to dispose of all vehicles removed and stored pursuant to this Contract and those vehicles that remain at the expiration of this Contract in accordance with the Codes Department instructions at no additional cost to the City or to the owners or operators of such vehicles.

Contractor shall not return such junked vehicle to its owner, or in any way settle charges or claims with a vehicle owner without prior written consent of the Codes Department.

It is estimated that 340 to 400 junk vehicles will be removed annually under this contract.

5 Non Response Penalty

Contractor agrees to stand ready to ably, professionally and promptly respond to any and all tow requests made by the Codes Department regardless of the time of such request or the number of such requests. The Codes Department reserves the right to use tow trucks owned by other towing services should the Contractor be unable or unwilling to respond to a tow request by the Codes Department in a timely manner. Should it be necessary for the Codes Department to utilize another towing service for any reason other than severe weather, disaster or some other reason beyond reasonable control of the Contractor, the Codes Department may instruct such towing service to tow and deliver the vehicle to the Contractor's storage facilities. Upon completion of delivery, the Contractor shall immediately pay the other towing service's customary charges for the services performed, take possession of the vehicle, and perform all obligations in regard thereto as though the Contractor had made the tow. The Contractor hereby agrees to make his storage facilities available at all times to any substitute towing service utilized by the Codes Department pursuant to terms of this section.

7 Month Billing and Payments

Contractor may retain any compensation paid for such vehicles by any company or individual, which demolished the junked vehicle.

Payment to the City for each junked vehicle removal will be paid monthly to include an itemized list of such removals.

Exhibit B

City of Lubbock
Junked Vehicle Towing
Proposed Pricing Sheet

Best and Final Offer

In compliance with the Request for Proposal (RFP), the undersigned Offeror having examined the RFP and Specifications, and being familiar with the conditions to be met, hereby submits the following price sheet for furnishing the material, equipment, labor, and everything necessary for providing the services. Payment to the City for each junked vehicle removal will be paid monthly to include an itemized list of such removals.

State the guaranteed payment amount to be paid to the City of Lubbock by the Contractor during the term of this contract.

Lubbock Wrecker Service, Inc. agrees to pay the City of Lubbock **$** 306.00 per vehicle.

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.

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.

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.

Vendor Acknowledgement

In compliance with this solicitation, the undersigned offeror having examined the request for proposal, instructions to offerors, documents associated with the request for proposals, 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**
- **Texas Government Code 2274**
- **Federal and State Regulations**
- **Master Agreement**

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in proposal rejection.

Authorized Signature	President **Title**
Scott Brown **Print/Type Name**	10-20-22 **Date**
Lubbock Wrecker Service Inc. **Company Name**	3209 Slaton Hwy. **Address**
	Lubbock TX 79404 **City, State Zip Code**

Contact for questions, clarifications, etc.	
Name and Title:	Chad Wilson
Mailing Address:	PO Box 3834
City, State, Zip:	Lubbock TX 79452
Telephone No:	806-748-1044
Fax No:	
E-Mail:	cwilson@lubbockwrecker.com

Exhibit C

INSURANCE REQUIREMENTS

Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

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.

* **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.**
* **Carriers must meet an A.M. Best rating of A- or better.**
* **Subcontractors must carry same limits as listed above.**

IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and **all endorsements** thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall

exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314 Avenue K, 9th Floor
Lubbock, Texas 79401

Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

Purchasing and Contract Management

Project Summary

23-16855-SB
Junked Vehicle Towing

Notice was published in the Lubbock Avalanche Journal on October 5 & October 12, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from October 4 to October 25, 2022.
11 vendors downloaded the documents using Bonfire.com.
8 vendors were notified separately.
1 vendors submitted a proposal.

AI# 11245
Regular City Council Meeting 5. 16.
01/10/2023:

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Contract 16905, an agreement with Johnson General Contractors Group, LLC, for removal and replacement of existing windows on the rotunda and tower at the Silent Wings Museum.

Item Summary

The scope of work for this contract for General Contractor Services will consist of removal and replacement of 57 windows on the rotunda and tower at the Silent Wings Museum located in Lubbock, Lubbock County, Texas at 6202 North I-27.

In response to RFP 22-16905-DH. the following proposals were received, opened and evaluated using the following criteria: Price (60 points), Contractor Qualifications (30 points) and Construction Time (10 points) for a total point value of 100 points. The 3- person Evaluation Committee provided the following ranking.

Contractor	Points
Johnson General Contractors Group, LLC, Lubbock, Texas	287
Tommy Klein Construction, Inc., Lubbock, Texas	253

After negotiations and discussion with the highest ranking offeror, the Staff and Evaluation Committee recommends contract award to Johnson General Contractors Group, LLC of Lubbock, Texas for $229,457, with a construction duration of 90 days for final completion.

Fiscal Impact

This contract for $229,457 is funded in Capital Improvement Project No. 92238, Facilities Maintenance Fund.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
T.J. Carpenter, Interim Facilities Management Director

Attachments

Resolution 16905 Johnson General Contractors LLC
Contract 16905 Johnson General Contractors LLC
16905 Project Summary Sheet
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, Public Works Contract No. 16905 for replacement of windows at Silent Wings Museum as per RFP 22-16905-DH, by and between the City of Lubbock and Johnson General Contracting Group, LLC of Lubbock, Texas, 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:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Public Works Contract 16905 Replacement of Windows at Silent Wings Museum
12.15.22

PROPOSAL SUBMITTAL FORM
LUMP SUM PROPOSAL CONTRACT

DATE: 12-6- 2022

PROJECT NUMBER: **RFP 22-16905-DH Replacement of Windows at Silent Wings Museum**

Proposal of Johnson General Contractors Group, LLC (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 construction of the referenced project, 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. The price to cover all expenses incurred in performing the work required under the contract documents.

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 60 **(to Substantial Completion)**

TOTAL CONSECUTIVE CALENDAR DAYS: 90 **(to Final Completion)** from delivery of Glass

(not to exceed 60 consecutive calendar days to Substantial Completion / 90 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 **60 Consecutive Calendar Days** with **final completion** within **90 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 **$500** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$500** 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 28 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.

City of Lubbock
ITB 23-16905-DH
Replacement of Windows at Silent Wings Museum
Bid Form

#	Items	U/M	**Johnson General Contractors Group, LLC**
		Location	Lubbock, TX
		Total Cost	**$229,457.00**
			Extended Cost
0			
#0-1	Replacement of Windows at Silent Wings Museum. Base bid consists of the materials and labor for the necessary improvements for the above referenced project, as specified herein.	Lump Sum	$229,457.00
1- Alternate			
#1-1	Alternate Pricing for Window Panning System	Lump Sum	No Bid

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.

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 ($\_\_\_\_\_) or a Proposal Bond in the sum of 5% of amount Bid Dollars ($ 229,457), 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.

Corporation has no seal
(Seal if Offeror is a Corporation)

ATTEST: Cory Johnson

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 11-22-22
Addenda No. 1 Date 11-30-22
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Date: 12-6-2022

Authorized Signature

Troy Johnson
(Printed or Typed Name)

Johnson General Contractors Group, LLC
Company

3407 40th St.
Address

Lubbock, Lubbock
City, County

Texas, 79413
State Zip Code

Telephone: 806 - 332-4841
Fax: N/A -
Email: DIAMONDJTC sudden link.net

FEDERAL TAX ID or SOCIAL SECURITY No.

75-2689186

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

Purchasing and Contract Management

Project Summary

RFP 22-16905-DH
Replacement of Windows at Silent Wings Museum

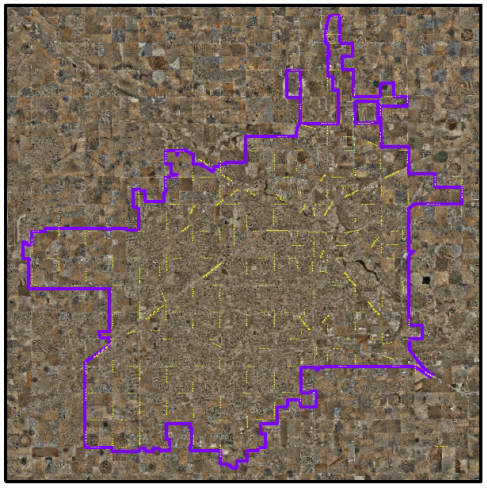
Notice was published in the Lubbock Avalanche Journal on November 13 & November 20, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire.com from November 11 to December 6, 2022.
3 individuals attended the pre-proposal meeting.
20 vendors downloaded the documents using Bonfire.com.
25 vendors were notified separately.
2 vendors submitted proposals

City of Lubbock
Capital Project
Project Cost Detail
January 20, 2023

Capital Project Number:	92238
Capital Project Name:	Facilities Maintenance Fund

Encumbered/Expended	**Budget**
Design	$60,919
Bidding/Miscellaneous	227
Construction	1,169,285
Acquisition	1,533
Agenda Item January 10, 2023	
Johnson General Contractors Group, LLC	229,457
Encumbered/Expended To Date	1,461,421
Estimated cost for Remaining Appropriation	
Construction/Maintenance	147,079
Remaining Appropriation	147,079
Total Appropriation	$1,608,500

Project Name **Facility Maintenance Fund** *Project Number* **92238**



Managing Department **Facilities Management**

Project Manager **Darren Densford**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**

Project Scope

Major renovation and repair of City facilities. City facilities will be addressed/evaluated on an as needed basis. The project includes all City facilities.

FY 2020-21: Stubbs press box/concession remediation. Groves Library water damage repaired and renovating back employee area.

FY 2021-22: Silent Wings Museum Window Replacement Scope development.

FY 2022-23: Silent Wings Window Replacement. Repairs in kitchen areas at Trejo Senior and Hodges Community Centers. Replace carpet At Maxey Community Center. All work will be completed 09/2023. If bidding process is required for projects over $50,000 use following schedule:

Start Date: 2012
Bid Date - Design: N/A
Award Date for Bid - Design: N/A
Project Start Date - Design: N/A
Project End Date - Design: N/A
Bid Date - Construction: 05/02/2022
Award Date for Bid - Construction: 05/13/2022
Project Start Date - Construction: 06/20/2022
Project End Date -
Construction:01/15/2023

Ongoing project

Project Justification

Many City facilities require repair and renovation due to age and deterioration. The project will fund improvements to facilities on a priority basis as needs arise.

Project History

FY 2013-14 funding was utilized for City Hall basement repairs, Silent Wings Museum waterproofing, Burgess Tennis Center reroof, and Mahon Library Fire Alarm system.

FY 2014-15 funding was for the renovations of Silent Wings Museum which includes the fire alarm system, new sprinkler heads, overall renovations of the museum including new paint, carpet, etc.

FY 2015-16 funding was utilized for Buddy Holly Center and Fleet Complex Roof repairs, wood floor replacement at Buddy Holly Center, floor replacement and renovation of the mechanical room at Hodges Community Center, and repairs to Eddie Dixon Studio.

FY 2016-17 funding was utilized for Design work on St. Paul's exterior doors. Replace exterior doors and exterior/interior painting of St. Paul's.

FY 2017-18 Eddie Dixon Facility abated and new HVAC systems installed. SWM minor interior renovations and electrical work completed.

FY 2018-19 Continuation of Safety City Ramp/Skirting project, Silent Wings Museum (SWM) flooring.

FY 2019-20: Completed the remediation, renovation, and re-roof of the kickball field and Field 7 press boxes. Safety City ramp and skirting and back deck repairs.

$500,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, October 1, 2010.
$250,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, October 1, 2013.
$200,000 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, October 1, 2014.
$216,000 was appropriated in the FY 2015-16 Budget, Ord. No. 2015-O0094, October 1, 2015.
$250,000 was appropriated in the FY 2017-18 Budget, Ord. No. 2017-O0111, October 1, 2017.
$93,500 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-O0126, October 1, 2021.
$99,000 was appropriated in the FY 2022-23 Budget, Ord. No. 2022-O0136, October 1, 2022.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Project Amount
Construction	1,432,000	90,000	45,000	45,000	45,000	45,000	0	1,702,000
Design and Engineering	77,500	9,000	4,500	4,500	4,500	0	0	100,000
Total Project Appropriation	1,509,500	99,000	49,500	49,500	49,500	45,000	0	1,802,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Funding
FY 2011 General Fund Cash	500,000	0	0	0	0	0	0	500,000
FY 2014 General Fund Cash	250,000	0	0	0	0	0	0	250,000
FY 2015 General Fund Cash	200,000	0	0	0	0	0	0	200,000
FY 2015 Tax Supported Revenue CO's	180,000	0	0	0	0	0	0	180,000
FY 2016 General Fund Cash	216,000	0	0	0	0	0	0	216,000
FY 2022 General Fund Cash	93,500	0	0	0	0	0	0	93,500
FY 2023 General Fund Cash	0	99,000	0	0	0	0	0	99,000
FY 2024 General Fund Cash	0	0	49,500	0	0	0	0	49,500
FY 2025 General Fund Cash	0	0	0	49,500	0	0	0	49,500
FY 2026 General Fund Cash	0	0	0	0	49,500	0	0	49,500
FY 2027 General Fund Cash	0	0	0	0	0	45,000	0	45,000
General Capital Project Fund	70,000	0	0	0	0	0	0	70,000
Total Funding Sources	1,509,500	99,000	49,500	49,500	49,500	45,000	0	1,802,000

Information

Agenda Item

Resolution - Public Health Services: Consider an ordinance amending Section 2.03.301-2.03.309 of the City of Lubbock Code of Ordinances, to include Lubbock County representatives appointed by the Lubbock County Commissioners and the Lubbock County Judge.

Item Summary

This ordinance amending Article 2.03, Division 9 of the Code of Ordinances of the City of Lubbock, regarding the structure of the Board of Health, is in the best interest of the health, safety, and welfare, of the citizens of the City of Lubbock. Upon approval of this ordinance, the Board of Health will consist of 6 members appointed by the governing body of the City of Lubbock, each of whom will be a resident citizen of the City of Lubbock. Lubbock County will also appoint 3 members, each of whom will be a resident of Lubbock County. The members of the Board will hold office for terms of 3 years, except members appointed to fill an unexpired term. These members will hold office for the remainder of the unexpired term. Terms shall be staggered such that 3 terms expire each year. The 2 City of Lubbock appointees and 1 Lubbock County appointee will expire annually.

Fiscal Impact

This structure change in board make-up will have no fiscal impact for the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Katherine Wells, Director of Public Health

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 2.03, DIVISION 9 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS IN REGARD TO THE CITY OF LUBBOCK BOARD OF HEALTH; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to make the following amendment to Article 2.03, Division 9 of the Code of Ordinances of the City of Lubbock; NOW THEREFORE,

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

SECTION 1. THAT Sections 2.03.301 through 2.03.340 of the Code of Ordinances of the City of Lubbock, Texas are hereby amended to read as follows:

Division 9. Board of Health

Sec. 2.03.301 Definitions
For the purposes of this division:

Board shall mean the City of Lubbock Board of Health.

Director shall mean the Director of Public Health for the City of Lubbock.

Sec. 2.03.302 Created; official designation
There is hereby created and established a city board of health, such board to be officially designated as the "City of Lubbock Board of Health."

Sec. 2.03.303 Composition; appointment and terms of members
The Board shall consist of six (6) members appointed by the governing body of the City of Lubbock, each of whom shall be a resident citizen of the City of Lubbock, and three (3) members appointed by the governing body of Lubbock County, each of whom shall be a resident citizen of Lubbock County. The members of the Board shall hold office for terms of three (3) years, except members appointed to fill an unexpired term shall hold office for the remainder of the unexpired term. Terms shall be staggered such that three (3) terms expire each year: two (2) City of Lubbock appointed terms and one (1) Lubbock County appointed term.

Sec. 2.03.304 Ex-officio members
The Director shall be an ex-officio member of the Board, without voting privileges, and shall act in an advisory capacity to the Board.

Sec. 2.03.305 Chairman; secretary; record of proceedings
The Board shall appoint one of its members as chairman and one of its members as secretary. It shall be the duty of the chairman to preside at all meetings of the Board, and the secretary shall keep a record of all the proceedings of the Board, which record shall, upon the request of the city council, be delivered to it for its inspection and review.

Sec. 2.03.306 Powers and duties
The Board shall constitute an advisory board to the city council, the health authorities of the City of Lubbock and Lubbock County, the Director, and members of the Lubbock County Health District. The Board shall have the power to hold hearings in the City of Lubbock or Lubbock County and to consider and make recommendations to the city council, the health authorities of the City of Lubbock and Lubbock County, the Director, and members of the Lubbock County Health District in writing, from time to time, on any and all matters pertaining to the public health of Lubbock County.

Sec. 2.03.307 Meetings
The Board shall hold regular monthly meetings at a place and time to be determined by the Board. The Board shall comply with the requirements of the Texas Public Information Act and the Texas Open Meetings Act. The City Secretary of the City of Lubbock will maintain all Board documents.

Sec. 2.03.308 Quorum; voting
Any and all recommendations made by the Board shall be by the concurring vote of five (5) members of the Board; provided, however, that this provision shall not exclude a minority recommendation which is hereby authorized to be made in writing by less than a majority of the members of the Board. The majority of the total members of the Board shall constitute a quorum for the transaction of all matters to be considered by it.

Secs. 2.03.309–2.03.340 Reserved

SECTION 2. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 3. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

SECTION 4. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2023.

Passed by the City Council on second reading this _____ day of _____, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

Ord.Board of Health 2.03.301
12.29.22

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Community Development Funding Contract 16059, and all related documents, through the Emergency Solutions Grant Coronavirus Aid, Relief and Economic Security Act CARES (ESG-CV) administered by the U.S. Department of Housing and Urban Development (HUD), with the Salvation Army of Lubbock, to provide services to qualified low to moderate income persons and families experiencing homelessness.

Item Summary

Grantee: Salvation Army of Lubbock
Funding Source: Emergency Solution Grant Coronavirus Aid Relief and Economic Security Act CARES (ESG-CV) funds from HUD
Use of Funds: Emergency Shelter Operations/Improvements to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19)
Original Allocation: $200,000
1st Amendment allocation: $410,000
2nd Amendment allocation: $340,000 (Total allocation to date is: $950,000.)
Original Terms: July 1, 2021 – September 30, 2022
1st Amendment Extended Term: September 30, 2023

Fiscal Impact

There is no fiscal impact to the General Fund. The maximum amount allocated to the Salvation Army for the ESG-CV is $950,000.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Karen Murfee, Director of Community Development

Attachments

Resolution
Amendment 2 to Salvation Army

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 2 to the Community Development Funding Agreement 16059, and all related documents, between the City of Lubbock and the Salvation Army of Lubbock, a Georgia Corporation, for the Emergency Solutions Grant Coronavirus Aid, Relief and Economic Security Act CARES (ESG-CV). Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. Amendment 2 ESG Contract 16059 – ESG CV Salvation Army
12.14.22

AMENDMENT II

EMERGENCY SOLUTIONS GRANT (ESG), CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT CARES (CV) FUNDING AGREEMENT BETWEEN THE CITY OF LUBBOCK AND SALVATION ARMY OF LUBBOCK, A GEORGIA CORPORATION

This Second Amendment (the "Amendment") to the City of Lubbock Emergency Solutions Grant Coronavirus Aid, Relief and Economic Security Act CARES (ESG-CV) Program (the "Agreement") Contract No.**16059** is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the "City") and **Salvation Army of Lubbock**, a Georgia Corporation, (the "Grantee"), (each a "Party", and collectively the "Parties") acting by and through the Parties' representative officers and officials, and is hereby entered into by the Parties on this **_____day of _____, 2022** (the "Effective Date").

RECITALS

WHEREAS, the City is obligated to do and perform certain services in its undertaking of an Emergency Solutions Grant Coronavirus Aid, Relief and Economic Security Act (CARES Act), Public Law 116-136. Funds are to be used to prevent, prepare for and respond to coronavirus pandemic (COVID-19) The McKinney-Vento Act means the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.). Coronavirus means SARS–CoV–2 or another coronavirus with pandemic potential, as defined by section 23005 of the CARES Act; and

WHEREAS, the Grantee operates a non-profit center offering services to the homeless throughout Lubbock County, Texas.

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provisions of the Emergency Solutions Grant Regulation under the U.S. Department of Housing and Urban Development (HUD) program regulations 24 CFR Part 576 for Nonprofit Grantees ; and

WHEREAS, the Grantee proposes to provide services to prevent, prepare for and respond to COVID-19 which will provide funds in order to mitigate the impacts of COVID-19 for emergency shelter, rapid re-housing, homelessness prevention and a homeless management information system (the "Program"); and

WHEREAS, the continuing supervision by the City with statutory and contractual requirements provide sufficient assurance that the public purpose of this Agreement will be accomplished; and

WHEREAS, the City Council has found that the Grantee has the special expertise, knowledge, and experience necessary for the operation of the Program and that the City will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the City desires to enter into this Amendment 2 of the Agreement with the Grantee to make available the services provided under the Program; and **NOW, THEREFORE:**

AMENDMENT

Article 1. The language in Article III, A 'Disbursement and Funds' of the Agreement shall be replaced with the following:

> *"The City agrees to reimburse Grantee when, if and to the extent Federal funds are received under provisions of the Act a sum up to and not to exceed nine hundred and fifty thousand dollars ($950,000) for the Grantee's performance of the Scope of Work in accordance with the Budget attached hereto as Exhibit A.)"*

Article 2. The language in Exhibit A 'Allocation' of the Agreement shall be replaced with the following:

> *"Allocation $950,000"*

Article 3. The language in Exhibit A 'Budget' of the Agreement shall be replaced with the following:

Line Item	*Amount*
Emergency Shelter	*$650,000*
Rapid Re-Housing	*$300,000*

This Amendment shall become effective upon execution by the Parties. The remainder of the Agreement shall remain in full force and effect accept as changed herein.

(Signatures on following page)

SIGNATURES

FOR: THE CITY OF LUBBOCK:

TRAY PAYNE, MAYOR

FOR: SALVATION ARMY OF LUBBOCK, A GEORGIA CORPORATION

Lt. Colonel Art Penhale,
Divisional Commander DHQ

Cody Scott,
Board President

FED.I.D. #58-0660607

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor to execute Purchase Order 27122500, with Gillig, to purchase fifteen 40-foot low floor diesel hybrid Allison e/EGenFlex buses.

Item Summary

Purchase Order No. 27122500 is for the purchase of fifteen 40-foot low floor diesel hybrid Allison e/EGenFlex buses, in partnership with Gillig. The buses will replace older vehicles that have exceeded their useful life, thereby reducing maintenance and parts costs. This purchase is in line with the Fleet Replacement Plan that has previously been approved by the Transit Advisory Board.

The City of Lubbock/Citibus will use $12,035,775 from the Federal Transit Administration (FTA) FY 2022 Low-No Grant to purchase the fifteen (15) buses. The Low-No Grant will be matched with transportation development credits (TDCs) provided by the Texas Department of Transportation (TxDOT).

As permitted by Federal public transportation law, projects funded by the Low-No Grant Program, that include a partnership with a vehicle manufacturer specified in the grant application, do not require a competitive procurement process due to it being satisfied by the discretionary grant process.

Fiscal Impact

Citibus will use FY 2022 FTA Low-No Grant funds to purchase the fifteen (15) 40’ low floor diesel hybrid Allison e/EGenFlex buses. Transportation Development Credits from TxDOT will be used as the local match for the FY 2022 Low-No Grant funds. Approval of this purchase order will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Chris Mandrell, General Manager for Citibus
Transit Advisory Board

Attachments

Resolution - Gillig Buses 1-23
Purchase Order - Gillig buses 1-23

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 27122500, for the purchase of fifteen (15) 40 ft. Hybrid-Electric Buses, as per FTA Grant 5339/PUR 17069, by and between the City of Lubbock and Gillig, LLC of Livermore, California, 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:

_____ For
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.PO 27122500-Gillig, LLC
12.30.22

PURCHASE ORDER

Page - 1
Date - 12/28/2022
Order Number 27122500 000 OP
Branch/Plant 271

TO:

GILLIG LLC
451 DISCOVERY DR
LIVEMORE, CA 94551

SHIP TO:

Citibus
801 TEXAS AVE
LUBBOCK TX 79457

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing and Contract Management

Ordered	1/10/2023	Freight	.
Requested	12/28/2023	Taken By	K MORGAN
Delivery	PER R WILSON REQ 59635	FTA Grant 5339/ PUR 17069	

If you have any questions about this order, please contact Richard Wilson at 806-775-3657 or via email at rwilson@citibus.com

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
40 ft. Hybrid- Electric Buses	15.000	802,385.0000	EA	12,035,775.00	12/28/2023

Total Order

Terms NET DUE ON RECEIPT 12,035,775.00

This purchase order incorporates the current Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

This purchase order encumbers funds in the amount of $12,035,775.00 awarded to Gillig, LLC of Livemore, CA, on _____, 2023. The following is incorporated into and made part of this purchase order by reference: Quote dated December 16, 2022, from Gillig, LLC of Livemore, CA, and FTA Grant 5339.

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

GILLIG

QUOTE LETTER

December 16, 2022

Chris Mandrell
General Manager
Citibus
Office – 806 – 775 – 3435
Email – cmandrell@citibus.com
801 Texas Ave
Lubbock TX 79457

Dear Chris:

Thank you for your interest to purchase fifteen (15) 40 ft L/F Diesel Hybrid Allison e/EGenFlex Buses in partnership with GILLIG under the LoNo Grant Award with the FTA.

Attached you will find the variance list and price calculation sheet that will pertain to your order. Gillig is pleased to quote the following:

Fifteen (15) 40 ft. Hybrid Buses @802,385 each

Total: $12,035,775.00

This price is valid for thirty (30) days and is FOB Lubbock TX. Prices exclude any taxes and license fees. The production of your buses is scheduled to start within 10 months of your PO. To maintain this production schedule, we will require a firm purchase order within thirty (30) days.

We thank you for this opportunity and appreciate your interest in Gillig and our products. Should you have any questions, please do not hesitate to contact us.

Joe Saldana

Joe Saldana
Regional Sales Manager
Gillig LLC
510-303-0202
jsaldana@gillig.com

PRICE VARIANCE
12/29/2022
LUBBOCK, TX (2022 FTA LOW-NO GRANT AWARD)
(15) 40' ALLISON EGEN FLEX HYBRID LOW FLOOR BUSES, SN: TBD

ITEM	LUBBOCK, TX	VARIANCE
BRT STYLING	NOT REQUIRED	-
CUMMINS ENGINE	B6.7, 280 HP	-
HYBRID DRIVE	ALLISON EGEN FLEX HYBRID	
DEPOT MODE & START STOP	REQUIRED	-
ELECTRIC AIR COMPRESSOR & HYDRAULIC PUMP	REQUIRED	-
AUXILIARY ENGINE OIL FILTER	NOT REQUIRED	-
COOLANT FILTER	STD FLEETGUARD	-
ENGINE FUEL FILTER	DAVCO, HEATED	
STARTER	NOT REQUIRED	-
ALTERNATOR	VANNER BELTLESS	-
ENGINE BLOCK HEATER	NOT REQUIRED	-
AIR RESTRICTION INDICATOR	DONALDSON INFORMER	-
RADIATOR	MODINE E-FAN	-
E-COAT RAD/CAC	NOT REQUIRED	-
RADIATOR TANK GUARD	NOT REQUIRED	-
ENGINE OIL EXTRACTOR PORT	NOT REQUIRED	-
ENGINE OIL DRAIN	MAGNETIC DRAIN PLUG	-
TRANS OIL EXTRACTOR PORT	NOT REQUIRED	-
BRAKES	DISC BRAKES	
AXLE HUB SEALS	FRONT: GREASE SEALS REAR: OIL SEALS	-
MAGNETIC AXLE DRAIN PLUGS	REQUIRED	-
AUTOMATIC TRACTION CONTROL	REQUIRED	-
HUBODOMETER	STEMCO DATA TRAC PRO	
HUBODOMETER GUARD	REQUIRED	
WHEEL MOUNTING	HUB PILOTED	-
WHEELS	(7) ALCOA FULL POLISHED W/ DURA BRIGHT WHEELS	
DURAFLANGE WHEELS	REQUIRED	
TIRES	CUSTOMER SUPPLIED	-
ELECTRIC STEERING ASSIST	NOT REQUIRED	-
VIP TEXTURED STEERING WHEEL	NOT REQUIRED	-
DROP DOWN AUTOMATIC CHAINS	NOT REQUIRED	-
DIESEL FILL	EMCO WHEATON	-
DASH FUEL GAUGE	REQUIRED	
OIL PRESSURE & COOLANT TEMP GAUGES IN ENGINE COMP'T	FORSTER PROGRAMMABLE GAUGE	
SWAT SWITCH	NOT REQUIRED	-
ELECTRICAL TOW CONNECTION	NOT REQUIRED	-
AD-IP AIR DRYER	POWEREX ELECTRIC DRIVEN	-
ENGINE SKID PROTECTION	NOT REQUIRED	-
A-POST SKID PLATES	NOT REQUIRED	-
HORN SPLASH SHIELD	NOT REQUIRED	-
REAR HAND THROTTLE	REQUIRED	
BATTERY TYPE	(2) DEKA GROUP 31	-
BATTERY JUMP START CONN	REQUIRED (FRONT & REAR)	
WHEELCHAIR RAMP	LIFT-U LU18	-
HVAC MOTORS (TK)	TK T14 ELECTRIC	-
HVAC COMPRESSOR (TK)	ENCLOSED	-

PRICE VARIANCE
12/29/2022
LUBBOCK, TX (2022 FTA LOW-NO GRANT AWARD)
(15) 40' ALLISON EGEN FLEX HYBRID LOW FLOOR BUSES, SN: TBD

ITEM	LUBBOCK, TX	VARIANCE
REFRIGERANT	R407C	-
REFRIGERANT PRESSURE DISPLAY	NOT REQUIRED	
DRIVERS HEATER MOTORS	BRUSHLESS	-
FRESH AIR MAKE-UP	REQUIRED	
AUXILIARY COOLANT HEATER	NOT REQUIRED	-
FRONT STEP HEATER	NOT REQUIRED	-
EXIT DOOR HEATER	NOT REQUIRED	-
UNDERSEAT HEATER	NOT REQUIRED	-
WARM WALL HEATER	NOT REQUIRED	-
DASH FAN(S)	(1) REQUIRED	-
SENSTIVE EDGE - FRONT	NOT REQUIRED	-
REAR DOOR	34" AIR OPEN / SPRING CLOSE	-
REAR DOOR CONTROLS	FULL DRIVER CONTROL	-
VAPOR ELECTRONIC DOOR CONTROL W/ BUTTONS	NOT REQUIRED	-
EXTERIOR FRONT DOOR RELEASE	NOT REQUIRED	-
ELECTRICAL EQUIPMENT CABINET	44" W/ (2) FANS	-
CS WHEELWELL STORAGE BOX	REQUIRED	
FRONT CS WHEELWELL PACKAGE RACK	NOT REQUIRED	-
PASSENGER INFO STATION	OBIC 19/21 4P 2L	
REGISTRATION / PERMIT / CARD HOLDER	(1) 5.19 X 4.06 X .09 W/ PLASTIC COVER	
INTERIOR AD FRAMES	NOT REQUIRED	-
EXTERIOR AD FRAMES	NOT REQUIRED	-
PASSENGER SEATS	AMSECO VISION W/ A.R.M , Q'STRAINT RESTRAINTS	
DUAL USB PORTS MOUNTED ON PASSENGER SEATS	NOT REQUIRED	
FRONT WHEELWELL VERTICAL STANCHIONS	NOT REQUIRED	-
DRIVERS SEAT	USSC G2 W/ HEADREST & 3-PT ORANGE BELT	
SEAT BELT ALARM	NOT REQUIRED	-
SEAT CUSHION ALARM	NOT REQUIRED	-
SEAT ARMREST	NOT REQUIRED	-
PASSENGER SIGNALS	PULL CORDS	-
STOP REQUEST AT REAR DOOR STANCHION	NOT REQUIRED	-
STOP REQUEST LAMP AT DASH	REQUIRED	
DRIVERS BARRIER	WRAPAROUND W/ (3) SCHEDULE HOLDERS	
DRIVERS PROTECTION BARRIER	NOT REQUIRED	-
MODESTY PANEL FWD OF REAR DOOR	NOT REQUIRED	-
OVERHEAD GRAB STRAPS	NOT REQUIRED	-
STANCHIONS	SSTL	-
PASSENGER WINDOWS	BONDED FRAME / UPPER TRANSOM W/ GRAFFITI-SHIELD4-LAYER FILM	
GLAZING GUARDS / FILM	(2) ADDITIONAL LAYERS OF FILM FOR TOTAL OF (6) LAYERS	
HEAD LAMPS	LED LOW & HIGH BEAMS	
STOP/TAIL/TURN/BACK UP LAMPS	4" ROUND DIALIGHT LED	-
REAR CAP GRILLE LOWER CENTER STOP LAMPS	(2) 18" RED STRIP LED DIALIGHT LAMP	
UPPER REAR CAP GRILLE AUX LAMPS	(4) 7" STOP LED DIALIGHT LAMPS	
YIELD SIGN	NOT REQUIRED	-

PRICE VARIANCE
12/29/2022
LUBBOCK, TX (2022 FTA LOW-NO GRANT AWARD)
(15) 40' ALLISON EGEN FLEX HYBRID LOW FLOOR BUSES, SN: TBD

ITEM	LUBBOCK, TX	VARIANCE
INTERIOR LAMPS	LED I/O CONTROLS	-
PLEASURE RADIO	NOT REQUIRED	-
2-WAY RADIO & ANTENNA	PRE-WIRE W/ ANTENNA	
PA SYSTEM/VOICE ANNUCIATOR	STD REI	-
CAD / AVL ITS SYSTEM	TBD - PREWIRE ONLY **(BUDGETARY)**	
GEO FENCING USING VIRICITI TELEMATICS (FOR EV MODE IN GREEN ZONES) W/ 2 YEAR SUBSCRIPTION	REQURIED **(BUDGETARY)**	
DRIVERS SPEAKER	NOT REQUIRED	
HAND HELD MIC	NOT REQUIRED	
BOOM MIC	REQUIRED	
HEATED FRONT GLAZING	NOT REQUIRED	-
DESTINATION SIGNS	HANOVER AMBER (FRONT & CURBSIDE)	-
FRONT RUN SIGN	NOT REQUIRED	-
FAREBOX	PRE-WIRE ONLY	-
FAREBOX GUARD	REQUIRED	
CEILING MTD FAREBOX LAMP	REQUIRED	-
TRANSFER CUTTER	REQUIRED	
PASSENGER COUNTER	STAND ALONE IRIS SYSTEM (PRE-WIRE ONLY) W/ FRONT & REAR DOOR SENSORS	
FULL COMPOSITE FLOOR	NOT REQUIRED	-
FLOORING MATERIAL	ALTRO	-
ROOF HATCHES	FRONT & REAR - MANUAL	
EXTERIOR MIRROR - STREETSIDE	CS & SS: 9" X13" 2-PC, HEATED W/ REMOTE	
FIRE SUPRESSION	AMEREX V-25	-
TRAFFIC LIGHT PREEMPTION	NOT REQUIRED	-
VIDEO SURVEILLANCE	SEON 10-CAMERA SYSTEM W/ NH16 (TH8 W/ POE) & 4TB	
BACK UP CAMERA W/ DASH MOUNTED MONITOR	NOT REQUIRED	-
BIKE RACK	SPORTWORKS DL2 - SSTL	
BIKE RACK MIRROR	NOT REQUIRED	-
BIKE RACK DEPLOYED LAMP	NOT REQUIRED	-
MEDICAL AID KIT	REQUIRED	
BLOODBORN PATHOGEN KIT	REQUIRED	
BIO-HAZARD KIT	NOT REQUIRED	-
WHEEL CHOCKS (SET)	NOT REQUIRED	-
DRIVERS DASH GAUGES	AIR PRESSURE & SPEEDOMETER	-
12V POWER PORT AT DASH	NOT REQUIRED	-
CUP HOLDER	REQUIRED	
WASTE CONTAINER	REQUIRED	
I/O PROGRAM MODULE	NOT REQUIRED	-
ADJUSTABLE PEDALS	REQUIRED	
EXTERIOR PAINT	1-COLOR	-
CLEAR COAT	NOT REQUIRED	-
EXTERIOR GRAPHICS	BUS NUMBERS ONLY	-
ROOF NUMBERS	NOT REQUIRED	-

PRICE VARIANCE
12/29/2022
LUBBOCK, TX (2022 FTA LOW-NO GRANT AWARD)
(15) 40' ALLISON EGEN FLEX HYBRID LOW FLOOR BUSES, SN: TBD

ITEM	LUBBOCK, TX	VARIANCE
EXT WARRANTY (BASIC BUS)	12 MONTHS / 50,000 MILES	-
EXT WARRANTY (STRUCTURAL INTEGRITY CORROSION)	144 MONTHS / 500,000 MILES	-
EXT WARRANTY (ENGINE B6.7)	24 MONTHS / UNL MILES	-
EXT WARRANTY (TRANSMISSION - ALLISON EGEN FLEX)	24 MONTHS / UNL MILES	-
WARRANTY (ALL OTHERS)	BASE COVERAGE PER CONTRACT	-
TRAINING	NOT INCLUDED	-

TOTAL LUBBOCK, TX VARIANCES	80,362.00
40' ALLISON EGEN FLEX MAX HYBRID LOW FLOOR (2022 LOW-NO-GRANT) UNIT PRICE	709,860.00
DELIVERY	3,465.00
LUBBOCK, TX 40' ALLISON EGEN FLEX MAX HYBRID LOW FLOOR (2022 LOW-NO-GRANT) UNIT PRICE	793,687.00
SPARES / TRAINING / TOOLING BUDGET	8,698.00
LUBBOCK, TX 40' ALLISON EGEN FLEX MAX HYB LF (2022 LOW-NO-GRANT) CURRENT PRICE (12/29/2022)	**802,385.00**

OPTIONS TO BE CONSIDERED NOT INCLUDED IN ABOVE PRICING

ALLISON EGEN FLEX HYBRID EXTENDED WARRANTY (60 MONTHS / 300,000 MILES)	24,550.00
GFI 40" FAST FARE **(BUDGETARY)**	25,000.00
OBIC 19/21 4P 1T	385.00
OBIC 19/21 4PW 1T	385.00
OBIC 19/21 4PW 2L	385.00

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute an agreement, and all related documents, with the South Plains Association of Governments Area Agency on Aging, for funds passed through the Texas Health and Human Services, to pay for operations of Senior Center Meal Program Sites.

Item Summary

The City has contracted with the South Plains Association of Governments (SPAG) for the AAA Direct Purchase of Services Program Grant for the past 41 years, to provide services for senior citizens through the City's 5 senior meal program sites. The City's senior meal program targets citizens 60 years and older, to provide a hot meal, transportation, and recreational and social activities.

The City is currently under agreement with SPAG, which provides reimbursement for meals and transportation service units. This contract will also provide additional operating funds.

Fiscal Impact

This agreement will provide reimbursement at a rate of $11.68 per congregate meal, $11.02 per home-delivered/curbside meal, and a rate of $9.99 per one-way trip for demand/response trips. In addition to reimbursement, the Senior Operations Contract will provide operating funds in the amount of $2,319 per month, not to exceed a maximum of $27,828, for the contract period ending September 30, 2023.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
SPAG Agreement
Senior Operations Contract

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a South Plains Association of Governments Area Agency on Aging Subrecipient Agreement and related documents from the State of Texas, acting by and through the Texas Health and Human Services and the South Plains Association of Governments (SPAG), for funds passed through the U.S. Department of Health and Human Services to the State of Texas. 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 _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES. Subrecipient Agreement – 2022 SPAG Area Agency on Aging
12.13.22

SOUTH PLAINS ASSOCIATION OF GOVERNMENTS
AREA AGENCY ON AGING
SUBRECIPIENT AGREEMENT

City of Lubbock, hereinafter referred to as Subrecipient, and **South Plains Association of Governments Area Agency on Aging** (AAA) do hereby agree to provide services effective beginning October 1, 2022, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Health and Human Services Commission (HHSC), the AAA Direct Purchase of Services program and the stated Scope of Services.

The AAA Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (60 years of age or older) and their caregivers. This agreement provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the OAA and HHSC AAA Access and Assistance guidelines.

The purpose of the system of Access and Assistance is to develop cooperative working relationships with service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, identifies gaps in services, and facilitates the ability of people who need services to easily find the most appropriate Subrecipient.

1. SCOPE OF SERVICES

   A. The Subrecipient agrees to provide the following service(s) as identified below to program participants authorized by the AAA staff, in accordance with the Subrecipient application, all required assurances, licenses, certifications and rate setting documents, as applicable.

   Service:
   CONGREGATE MEALS
   HOME DELIVERED MEALS
   TRANSPORTATION

   Service Definition:
   CONGREGATE MEAL - A hot or other appropriate meal served to an eligible older person in a congregate setting.
   HOME DELIVERED MEAL - Hot, cold, frozen, dried, canned, fresh, or supplemental food (with a satisfactory storage life) delivered to a person who is eligible in their place of residence. The objective is to reduce food insecurity; help the recipient sustain independent living in a safe and healthful environment.
   TRANSPORTATION DEMAND/RESPONSE - Transportation designed to carry an older person from a specific origin to a specific destination upon request. An older person requests the transportation service in advance of their need, usually twenty-four to forty-eight hours prior to the trip.

   Unit Definitions:

CONGREGATE MEALS:	One Meal
HOME DELIVERED MEALS:	One Meal
TRANSPORTATION – Demand/Response:	One One-way Trip

Service Area (*To be filled in by provider. Please type or print neatly*):

All Texas Administrative Code standards are located at the Texas Secretary of State website: Welcome to the Texas Administrative Code

All Older Americans Act and other required rules and regulations are located at: https://www.acl.gov/node/75.

Targeting: AAA services are designed to identify eligible program participants, with an emphasis on high-risk program participants and to serve older individuals with greatest economic and social need, low-income minorities and those residing in rural areas, as required by the OAA.

B. Nutrition Requirements:
The nutrition program guidelines align with the most recent Dietary Guidelines for Americans (DGAs) and dietary reference intakes (DRIs). The established guidelines specifically address prevalent disease conditions for the aging population.

Providers must serve meals that:

- Comply with the most recent DGA, published by the U.S. Department of Health and Human Services (DHHS) Secretary and the Secretary of Agriculture;
- Provide a minimum of 33-1/3 percent of the DRI established by the Food and Nutrition Board of the Institute Medicine of the National Academics of Science, Engineering and Medicine, if the program provides one meal per day; and
- Meet any special dietary needs of people participating in the program, to the maximum extent practicable.

C. Services & Reimbursement Methodology:

Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
Congregate	N/A	N/A	$11.68
Home Delivered	N/A	N/A	$11.02
Transportation – D/R	N/A	N/A	$8.99

2. TERMS OF AGREEMENT

A. The Subrecipient agrees to:

1. provide services in accordance with current or revised HHSC policies and standards and the OAA.
2. submit billings with appropriate documentation as required by the AAA by the close of business on the **2nd working day** of each month following the last day of the month in which services were provided.

a. If the 2nd working day falls on a weekend or holiday, the information shall be delivered by the close of business on the following business day.
b. The AAA cannot guarantee payment of a reimbursement request received for more than 45 calendar days of service delivery.
c. No reimbursement for services provided will be made if Subrecipient payment invoices are not submitted to the AAA within 45 days of service delivery.
d. Reimbursement checks must be cashed or deposited within 30 days from date received.

3. encourage program participant contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Subrecipient's financial reports if contributions are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Subrecipient agrees to expend all program income to expand or enhance the program/service under which it is earned.
4. notify the AAA Director immediately if, for any reason, the Subrecipient becomes unable to provide the service(s).
5. maintain communication and correspondence concerning program participants' status.
6. establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAA or any federal or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement.
7. keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA. The records and documents will be kept for a minimum of five years after close of Subrecipient's fiscal year.
8. make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AAA staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).
9. if applicable, comply with the HHSC process for Centers for Medicare and Medicaid Services (CMS) screening for excluded individuals and entities involved with the delivery of the Legal Assistance and Legal Awareness services.

B. The Subrecipient further agrees:

1. The agreement may be terminated for cause or without cause upon the giving of **30** days advance written notice.
2. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.
3. Subrecipient is an independent provider, NOT an agent of the AAA. Thus, the Subrecipient indemnifies, saves and holds harmless the South Plains Association of Governments AAA against expense or liability of any kind arising out of service delivery performed by the Subrecipient. Subrecipient must immediately notify the AAA if the Subrecipient becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA.

4. Employees of the Subrecipient will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

C. Through the Direct Purchase of Services program, the South Plains Association of Governments AAA agrees to:

1. review program participant intake and assessment forms completed by the Subrecipient, as applicable, to determine program participant eligibility. Service authorization is based on program participant need and the availability of funds.
2. provide timely written notification to Subrecipient of program participant's eligibility and authorization to receive services.
3. maintain communication and correspondence concerning the program participants' status.
4. provide timely technical assistance to Subrecipient as requested and as available.
5. conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided and if applicable, CMS exclusion reviews are conducted.
6. provide written policies, procedures, and standard documents concerning program participant authorization to release information (both a general and medical/health related release), client rights and responsibilities, contributions, and complaints/grievances and appeals to all program participants.
7. contingent upon the AAA's receipt of funds authorized for this purpose from HHSC, reimburse the Subrecipient based on the agreed reimbursement methodology, approved rate(s), service(s) authorized, and in accordance with subsection (A)(2) of this document, within **45** days of the AAA's receipt of Subrecipient's invoice.

3. ASSURANCES

The Subrecipient shall comply with:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et.seq.*)
B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*)
D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)
F. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*)
G. Drug Free Workplace Act of 1988
H. Texas Senate Bill 1 - 1991, as applicable
I. HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement
J. Certification Regarding Debarment - 45CFR §92.35 Subawards to debarred and suspended parties; this document is required annually as long as this agreement is in effect
K. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs
L. HHSC Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs

4. ATTACHMENTS
   A. Description of Assurance A – H listed in section 3 of this document.
   B. List of Focal Points in the AAA planning and service area.

5. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2022.

Authorized Subrecipient Signature

Print Name

Title

September 30, 2022
Date



Authorized Signature

South Plains Association of Governments
(Agency)

P.O. Box 3730 – Freedom Station
(Address)

Lubbock, Texas 79452
(City, State, Zip)

September 30, 2022
(Date)

ASSURANCES ATTACHMENT

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d), which prohibits any person from being excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance.

B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.

C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101), which prohibits a covered entity from discriminating against a qualified individual on the basis of disability 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.

D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §6101-6107), prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

E. Food Stamp Act of 1977 (7 U.S.C. §200), whose purpose is to strengthen the agricultural economy; to help to achieve a fuller and more effective use of food abundances; to provide for improved levels of nutrition among low-income households through a cooperative Federal-State program of food assistance to be operated through normal channels of trade; and for other purposes.

F. Drug Free Workplace Act of 1988, which requires that all organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace.

G. Texas Senate Bill 1 - 1991, as applicable, which refers to proper reporting of contributions as addressed in OAA §315 and TAC, Title 40, §213.151.

FOCAL POINTS FOR
THE SOUTH PLAINS ASSOCIATION OF GOVERNMENTS REGION
AREA AGENCY ON AGING
FY 2022-2023

CENTER:	**Bailey County Commissioners Court (A-020)**
DIRECTOR:	**Judy Coffman**
BOOKKEEPER:	**Judy Coffman**
ADDRESS:	300 South First Street Room 110
CITY:	Muleshoe, Texas 79347 **Fax: (806) 272-4656**
PHONE:	**(806) 272-3647 E-mail: jcoffman@co.bailey.tx.us**
DAYS & HRS. OPEN:	Mon.-Thur. 8:30-12:00, 1:00-5:00; Fri. 8:00-1:00
SERVICES:	**TRANS.**
COUNTY:	Bailey

CENTER:	**Bailey County Senior Citizens Assoc., Inc. (A-007)**
DIRECTOR:	**Kaci Lee**
ASSISTANT:	
ADDRESS:	319 S. Main St / PO Box 292
CITY:	Muleshoe, Texas 79347
PHONE:	**(806) 272-4969E-mail: muleshoeseniors@outlook.com**
DAYS & HRS. OPEN:	**Mon. – Fri.** 8:00 – 4:00 Fax: **(806) 272-4460**
SERVICES:	**CONG.**
COUNTY:	Bailey

CENTER:	**Cochran Co. Senior Citizens Assoc., Inc. (A-045)**
DIRECTOR:	**Reynalda Granado**
BOOKKEEPER:	**Reynalda Granado**
ADDRESS:	120 W. Wilson
CITY:	Morton, Texas 79346
PHONE:	**(806) 266-5121 E-mail: ccscigriffith@gmail.com**
DAYS & HRS. OPEN:	Mon. – Fri. 8-3:00 **Fax #: 266-9027**
SERVICES:	**CONG., TRANS.**
COUNTY:	Cochran

CENTER: **Crosby Co. Senior Citizens Assoc., Inc. (A-050)**
DIRECTOR: **Lenette Fowler**
ASSISTANT: **Patsy Weems**
ADDRESS: 119 North Berkshire
CITY: Crosbyton, Texas 79322
PHONE: **(806) 675-2107**
E-mail: 119ccsc@gmail.com
DAYS & HRS. OPEN: Mon. – Fri. 8-3
SERVICES: **CONG., H.D.**
COUNTY: Crosby

CENTER: **Garza County Trailblazers, Inc. (A-070)**
DIRECTOR: **Billie Williams (interim)**
BOOKKEEPER: **LaGayluah McReynolds**
ADDRESS: 205 E. 10th
CITY: Post, Texas 79356
PHONE: **(806) 495-2998 E-mail: garzatrailblazers@yahoo.com**
DAYS & HRS. OPEN: Mon. – Fri. 8-1
SERVICES: **CONG., H.D.**
COUNTY: Garza

CENTER: **Hale Center Senior Citizens Assoc., Inc. (A-075)**
DIRECTOR: **Karen Boyce**
ASSISTANT: **Dee Rice**
ADDRESS: P.O. Box 205 (416 West 2nd St.)
CITY: Hale Center, Texas 79041
PHONE: **(806) 839-2428 E-mail: hcsrcenter@sbcglobal.net**
DAYS & HRS. OPEN: Mon. – Fri. 8-3
SERVICES: **CONG., H.D., TRANS.**
COUNTY: Hale

CENTER: **Hockley County Senior Citizens Assoc., Inc. (A-085)**
DIRECTOR: **Shelly Baigen**
ASSISTANT: **Rica Sanchez**
ADDRESS: 1202 Houston
CITY: Levelland, Texas 79336
PHONE: **(806) 894-2228** **E-mail: hcsca@aol.com**
DAYS & HRS. OPEN: Mon. – Fri. 8-4:00
SERVICES: **CONG., H.D., TRANS.**
COUNTY: Hockley

CENTER: **Lorenzo Senior Citizens Assoc., Inc.** **(A-095)**
DIRECTOR: **Earlene Rampy 806-241-9107**
ADDRESS: P.O. Box 571 (606 6th St.)
CITY: Lorenzo, Texas 79343
PHONE: **(806) 634-5957** **E-mail:** **lorenzosca@windstream.net**
DAYS & HRS. OPEN: Mon. – Fri. 8-2
SERVICES: **CONG., H.D.**
COUNTY: Crosby

CENTER: **Lubbock - City of Lubbock** **(A-100)**
DIRECTOR: **Vacant**, Supervisor: **(806) 775-2678**
Gabrielle Anglin, (806) 775-2685
ADDRESS: P.O. Box 2000 (1010 9th St.)
CITY: Lubbock, Texas 79457
PHONE: **(806) 775-2678**
E-mail: **Mbaird@mail.ci.lubbock.tx.us**
Ganglin@mylubbock.us
JBeaulieu@mail.ci.lubbock.tx.us
DAYS & HRS. OPEN: Mon. – Fri. 8-5 **Fax:** 806-**775-2686**
SERVICES: **CONG., TRANS.**
COUNTY: Lubbock

Mae Simmons – (806) 767-2708, Alvin Hargers (2004 Oak Avenue 79404),
Copper Rawlings – (806) 767-2704, Herminia Martinez (213 40th Street 79404), (40th & Ave. B),
Maggie Trejo – (806) 775-2661, Cecilia Gonzalez (3200 Amherst 79415),
Homestead – (806) 687-7898, Jordan Beaulieu (5401 56th Street 79414);
Lubbock Senior Center – (806) 767-2710, Jordan Beaulieu (2001 19th Street, 79401) FAX 806-765-0820

CENTER: **Lynn County Pioneers** **(A-110)**
DIRECTOR: **Sandra Norwood**
BOOKKEEPER: **Sandra Norwood**
ADDRESS: P.O. Box 223 (1600 S. 3rd St.)
CITY: Tahoka, Texas 79373
PHONE: **(806) 561-5264** **E-mail:** **lynncopioneers@gmail.com**
DAYS & HRS. OPEN: Mon. – Fri. 9-3 **Fax: 561-5571**
SERVICES: **CONG., H.D.**
COUNTY: Lynn

CENTER:	**Senior Citizens Assoc. of S. Dickens County (A-130)**
DIRECTOR:	**Debbie Pritchett**
BOOKKEEPER:	**Darlene Young**
ADDRESS:	210 Burlington
CITY:	Spur, Texas 79370
PHONE:	**(806) 271-4472** **E-mail: sscaosdc@caprock-spur.com**
DAYS & HRS. OPEN:	Mon. – Fri. 8-3
SERVICES:	**CONG., H.D.**
COUNTY:	Dickens

CENTER:	**Slaton Senior Citizens Assoc., Inc. (A-135)**
DIRECTOR:	**Nita Williams**
BOOKKEEPER:	**Nita Williams**
ADDRESS:	230 West Lynn
CITY:	Slaton, Texas 79364
PHONE:	**(806) 828-3784** **E-mail: slatonseniors@door.net**
DAYS & HRS. OPEN:	Mon. – Fri. 8-4
SERVICES:	**CONG., H.D.**
COUNTY:	Lubbock

CENTER:	**Yoakum County Senior Citizens Assoc., Inc. (A-150)**
DIRECTOR:	**Becky Riley**
ASSISTANT:	**Amber Cline**
BOOKKEEPER:	**Shelia Hinson**
ADDRESS:	709 W. Broadway (Mail Only to Box 519)
CITY:	Denver City, Texas 79323
PHONE:	**(806) 592-8000** **E-mail: - ycsc60@windstream.net**
Fax:	**(806) 592-2835**
DAYS & HRS. OPEN:	Mon. – Fri. 9-3
SERVICES:	**CONG., H.D.**
COUNTY:	Yoakum

LEGEND

CONG. – Congregate Meals (on-site)
H.D. – Home Delivered Meals
TRAN. – Transportation Service

The South Plains Association of Governments Area Agency on Aging
Direct Purchase of Service
Fiscal Year 2023 Subrecipient Application/Renewal Update

Please type or clearly print application information.

City of Lubbock
Subrecipient Name/Legal Entity

DBA (if applicable)

Physical Address:	
Mailing Address (complete even if same as above):	
Tax Identification Number (SSN or Federal ID):	Fax Number (including area code):
Type of Provider (check one): ☐ Governmental Agency ☐ Private Non-Profit ☐ Private For Profit ☐ City Government ☐ County Government ☐ Other: _____	
Authorizing Official:	Title:
Email Address:	Telephone:
Billing Contact Person and billing address:	Title:
Email Address:	Telephone:
Number of Years Organization has been in business: _____ Years	Is Organization Bonded? ***(Attach certificate of bonding insurance)*** ☐ Yes ☐ No
Has anyone involved in the direct provision of client services been convicted of a felony (In-home Services only)? ***Not Applicable*** ■ Yes ■ No	If Yes, Explain: ***Not Applicable***
Does Organization have liability insurance? ***(Attach certificate of all insurances)*** ☐ Yes ☐ No	**Attach a copy of all applicable State and Federal licenses and /or certifications for your business.**
Conflicts of Interest: Attach information of applicable names and relationship of any employee(s) or officers of your organization that may have a conflict of interest with the South Plains Association of Governments Area Agency on Aging staff person or Advisory Council member.	

Service and Bidding Information:

1; A. Proposed Service:

Congregate Meals

B. Service Area:

C. Proposed HHS OAAA cost per unit: $ 11.68

Whole cost per unit: $ 12.90

2. A. Proposed Service:

Home Delivered Meals

B. Service Area:

C. Proposed HHS OAAA cost per unit: $ 11.02

Whole cost per unit: $ 12.16

3. A. Proposed Service:

N/A

B. Service Area:

Transportation Demand / Response

C. Proposed HHS OAAA cost per unit: $ 8.99

Whole cost per unit: $ 9.99

4. A. Proposed Service:

N/A

B. Service Area:

N/A

C. Proposed HHS OAAA cost per unit: $ -

Whole cost per unit: $ -

Signature:

I, _____, certify that the information provided in this application is true and
Printed Name

correct to the best of my knowledge.

_____ September 30, 2022
Authorized Signature **Date**

Certification Regarding Debarment

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Federal Executive Order 12549 requires the Texas Health and Human Services (HHS) to screen each covered potential subrecipient/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered subrecipient/grantee must also screen each of its covered sub-subrecipients/providers.

In this certification "subrecipient/grantee" refers to both subrecipient/grantee and sub-subrecipient/sub-grantee: "contract/grant" refers to both contract/grant and subcontract/sub-grant.

By signing and submitting this certification the potential subrecipient/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential subrecipient/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Health and Human Services may pursue available remedies, including suspension and/or debarment.

2. The potential subrecipient/grantee shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential subrecipient/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The words "covered contract", "debarred", "suspended", "ineligible", "participant', "person", "principal", "proposal" and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.

4. The potential subrecipient/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of

Agriculture or other federal department or agency, and/or the Texas Health and Human Services, as applicable.

Do you have or do you anticipate having sub-subrecipients/sub-grantees under this proposed contract? _____ YES _____ NO

5. The potential subrecipient/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.

6. A subrecipient/grantee may rely upon a certification of a potential sub-subrecipient/sub-grantee that is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless the subrecipient/grantee knows that the certification is erroneous. A subrecipient/grantee must, at a minimum, obtain certifications from its covered sub-subrecipients/sub-grantees upon each subcontract's/sub-grant's initiation and upon each renewal.

7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a subrecipient/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts/grants authorized under paragraph 4 of these terms, if a subrecipient/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, or the Texas Health and Human Services may pursue available remedies, including suspension and/or debarment.

Indicate which statement applies to the covered potential subrecipient/grantee:

_____The potential subrecipient/grantee certifies by submission of this certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.

_____The potential subrecipient/grantee is unable to certify one or more of the terms in this certification. In this instance, the potential subrecipient/grantee must attach an explanation for each of the above terms to which he/she is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL SUBRECIPIENT/GRANTEE:

_____

SUBRECIPIENT'S VENDOR ID NO./FEDERAL EMPLOYER'S ID NO.:

_____

_____
Signature of Authorized Representative

_____
Printed/Typed Name of Authorized Representative

_____ 09/30/2022
Title of Authorized Representative Date

This certification is for FFY 2023 period beginning October 1, 2022 and ending September 30, 2023.

DEFINITIONS

Covered Contract/Grant and Subcontracts/Sub-grants.

(1) Any non-procurement transaction which involves federal funds (regardless of amount and including such arrangements as sub-grants) and is between the Texas Health and Human Services or its agents/grantees and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a grant or sub-grant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction including:
   a. Principal investigators.
   b. Providers of audit services required by the Texas Health and Human Services or federal funding source.
   c. Researchers.

DEBARMENT

An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts/grants. A person so excluded is "debarred."

GRANT

An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

INELIGIBLE

Excluded from participation in federal non-procurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other an Executive Order 12549 and its agency implementing regulations: for example, excluded pursuant to the Davis-Bacon Act and its implementing regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

PARTICIPANT

Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract/grant as an agent or representative of another participant.

PERSON

Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

PRINCIPAL

Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities: or a person who has a critical influence on or substantive control over a covered contract/grant whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

(1) Principal investigators.
(2) Providers of audit services required by the Texas Health and Human Services or federal funding source.
(3) Researchers.

PROPOSAL

A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract/grant.

SUSPENSION

An action taken by a suspending official in accordance with 45 CFR part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts/grants for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended."

VOLUNTARY EXCLUSION OR VOLUNTARILY EXCLUDED

A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

DATA USE AGREEMENT
BETWEEN THE
SOUTH PLAINS ASSOCIATION OF GOVERNMENTS
AND
CITY OF LUBBOCK ("SUBRECIPIENT")

This Data Use Agreement ("DUA"), effective as of the Subrecipient agreement ("Effective Date"), is entered into by and between the SOUTH PLAINS ASSOCIATION OF GOVERNMENTS (SPAG) and CITY OF LUBBOCK ("SUBRECIPIENT"), and incorporated into the terms of the following Subrecipient agreement, in Lubbock County, Texas:

83124-20-A100 – Direct Purchase of Nutrition and Transportation Services Agreement

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with SUBRECIPIENT, and describe SUBRECIPIENT's rights and obligations with respect to the Confidential Information and the limited purposes for which this SUBRECIPIENT may create, receive, maintain, use, disclose or have access to CONFIDENTAIL INFORMATION. **45 CFR 164.504(e)(1)-(3)**. This DUA also describes SPAG's remedies in the event of SUBRECIPIENT's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and subrecipients who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of SPAG, its programs or clients as described in the Subrecipient agreement.

As of the Effective Date of this DUA, if any provision of the Subrecipient agreement, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls. This DUA is intended to apply only to Confidential Information that SUBRECIPIENT handles in performing services provided under the Subrecipient agreement.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following**: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. § 1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552,and Texas Government Code § 2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Subrecipient agreement for SUBRECIPIENT to fulfill its obligations under the Subrecipient agreement, or any other purpose expressly authorized by SPAG in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom SUBRECIPIENT warrants and represents has a demonstrable need to create, receive, maintain, sue disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to SUBRECIPIENT or that SUBRECIPIENT may create, receive, maintain, use, disclose or have access to on behalf of SPAG that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and law dog the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Locally Authorized Representative" of the Individual, as defined by Texas Law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Texas Occupations Code § 151.002(6); Texas Health & Safety Code § 166.164; Estates Code Ch. 752 and Texas Prob. Code §3.

ARTICLE 3. SUBRECIPIENT'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of SUBRECIPIENT*

SUBRECIPIENT agrees that:

(A) SUBRECIPIENT will exercise reasonable care and no less than the same degree of care SUBRECIPIENT uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) SUBRECIPIENT will not, without SPAG's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or any other entity, other than Authorized User's Workforce or Subcontractors of SUBRECIPIENT who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to SUBRECIPIENT'S management, to carry out the Authorized Purpose or as Required by Law.

SPAG, at its election, may assist SUBRECIPIENT in training and education on specific or unique SPAG processes, systems and/or requirements. SUBRECIPIENT will produce evidence of completed training to SPAG upon request. ***45 C.F.R. 164.308(a)(5)(1); Texas Health Safety Code §181.101***

(C) SUBRECIPIENT will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Subrecipient agreement or applicable law. SUBRECIPIENT will maintain evidence of sanctions and produce it to SPAG upon request. ***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b);164.530(b)(1)***

(D) SUBRECIPIENT will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either SPAG or SUBRECIPIENT's own legal counsel to determine whether SUBRECIPIENT should object to the disclosure or access and seek appropriate relief. SUBRECIPIENT will maintain an accounting of all such requests for disclosure and responses and provide such accounting to SPAG within 48 hours of SPAG's request. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) SUBRECIPIENT will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from SPAG or as expressly permitted by this Subrecipient agreement. ***45 CFR 164.502(d)(2)(i) and (ii)*** SUBRECIPIENT will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) SUBRECIPIENT will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use , disclose, have access to or transmit Confidential Information, on behalf of SUBRECIPIENT without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; ***45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)***

(G) SUBRECIPIENT is directly responsible for compliance with and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent authorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If SUBRECIPIENT maintains PHI in a Designated Record Set, SUBRECIPIENT will make PHI available to SPAG in a Designated Record Set or, as directed by SPAG, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. SUBRECIPIENT will make other Confidential Information in SUBRECIPIENT's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. ***45 CFR 164.524 and 164.504(e)(2)(ii)(E)***

(I) SUBRECIPIENT will make PHI as required by HIPAA available for amendment and incorporate any amendments to this information that SPAG directs or agrees to pursuant to the HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F)***

(J) SUBRECIPIENT will document and make available to SPAG the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528***

(K) If SUBRECIPIENT receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with HIPAA Privacy Regulations. SUBRECIPIENT will maintain an accounting of all responses to request for access to or amendment of PHI and provide it to SPAG within 48 hours of SPAG's request. ***45 CFR 164.504(e)(2)***

(L) SUBRECIPIENT will provide, and will cause its Subcontractors and agents to provide, to SPAG periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202***

(M) Except as otherwise limited by this DUA, the Subrecipient agreement, or law applicable to the Confidential Information, SUBRECIPIENT may use or disclose PHI for the proper management and administration of SUBRECIPIENT or to carry out SUBRECIPIENT's legal responsibilities if*:* ***45 CFR 164.504(e)(ii)(1)(A)***

(1) Disclosure is Required by Law, provided that SUBRECIPIENT complies with Section 3.01(D);

(2) SUBRECIPIENT obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify SUBRECIPIENT in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***

(N) Except as otherwise limited by this DUA, SUBRECIPIENT will, if requested by SPAG, use PHI to provide data aggregation services to SPAG, as that term is defined in the HIPAA. *45* C.F.R. § 164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) SUBRECIPIENT will, on the termination or expiration of this DUA or the Subrecipient agreement, at its expense, return to SPAG or Destroy, at SPAG's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from SPAG or created or maintained by SUBRECIPIENT or any of SUBRECIPIENT's agents or Subcontractors on SPAG's behalf if that data contains Confidential Information. SUBRECIPIENT will certify in writing to SPAG that all the

Confidential Information that has been created, received, maintained, used by or disclosed to SUBRECIPIENT, has been Destroyed or returned to SPAG, and that SUBRECIPIENT and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, SUBRECIPIENT acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or SPAG record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, SUBRECIPIENT will immediately notify SPAG of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as SUBRECIPIENT maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) SUBRECIPIENT will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information uses. ***45 CFR 164.306; 164.530(c)***

(Q) If SUBRECIPIENT accesses, transmits, stores, and/or maintains Confidential Information, SUBRECIPIENT will complete and return to SPAG at aaareports@spag.org the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which SUBRECIPIENT must comply to protect SPAG Confidential Information. SUBRECIPIENT, will comply with periodic security controls compliance assessment and monitoring by SPAG as required by state and federal law, based on the type of Confidential Information SUBRECIPIENT creates, receives maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. SUBRECIPIENT's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. SUBRECIPIENT will update its security controls assessment whenever there are significant changes in security controls for SPAG Confidential Information and will provide the updated document to SPAG. SPAG also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306***

(R) SUBRECIPIENT will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as SUBRECIPIENT has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530 (c) (privacy safeguards)***

(S) SUBRECIPIENT will designate and identify, subject to SPAG approval, a Person or Persons, as Privacy Official ***45 CFR 164.530 (a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of SUBRECIPIENT and is responsible for the development and implementation of the privacy and security requirements in this DUA. SUBRECIPIENT will provide name and current address, phone number and e-mail address for such designated officials to SPAG upon execution of this DUA and prior to any change. ***45 CFR 164.308(a)(2)***

(T) SUBRECIPIENT represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent

necessary to accomplish the Authorized Purpose pursuant to this DUA and the Subrecipient agreement, and further that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d)***

(U) SUBRECIPIENT and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to SPAG, as directed, upon request.

(V) SUBRECIPIENT will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)***

(W) SUBRECIPIENT will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by SUBRECIPIENT on behalf of SPAG for SPAG's review and approval within 30 days of execution of this DUA and upon request by SPAG the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d)***

(X) SUBRECIPIENT will make available to SPAG any information SPAG requires to fulfill SPAG's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. SUBRECIPIENT will provide such information in a time and manner reasonably agreed upon or as designated by HHS, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(1)***

(Y) SUBRECIPIENT will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to SPAG no later than 48 hours after SPAG's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of Confidential Information is a means of security. With respect to de-identification of PHI "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d)***

(Z) SUBRECIPIENT will comply with the following laws and standards ***if applicable to the type of Confidential Information and Subrecipient's Authorized Purpose:***

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);

- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific SPAG program area that SUBRECIPIENT supports on behalf of SPAG.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. ***Breach or Event Notification to SPAG. 45 CFR 164.400-414***

(A) SUBRECIPIENT will cooperate fully with SPAG in investigating, mitigating to the extent practical and issuing notifications directed by SPAG, for any Event or Breach of Confidential Information to the extent and in the manner determined by SPAG.

(B) SUBRECIPIENT'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to SPAG's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery ***or in a timeframe otherwise approved by SPAG in writing,*** initially report to SPAG Administration via email at: aaareports@spag.org; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to SUBRECIPIENT about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

c. Name, and provide contact information to SPAG for, SUBRECIPIENT's single point of contact who will communicate with SPAG both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by SUBRECIPIENT of an Event or Breach

of Confidential Information, **provide** formal notification to the SPAG, including all reasonably available information about the Event or Breach, and SUBRECIPIENT's investigation, including without limitation and to the extent available: ***For (a) – (m) below: 45 CFR 164.400-414***

a. The date the Event or Breach occurred;

b. The date of SUBRECIPIENT's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of SUBRECIPIENT's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by SUBRECIPIENT at that time;

g. SUBRECIPIENT's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for SPAG approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. SUBRECIPIENT's recommendation for SPAG's approval as to the steps Individuals and/or SUBRECIPIENT on behalf of individuals, should take to protect the Individuals from potential harm, including without limitation SUBRECIPIENT's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps SUBRECIPIENT has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The step SUBRECIPIENT has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for SUBRECIPIENT to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by SPAG, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that SPAG requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) SUBRECIPIENT will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond and

report as required to and by SPAG for incident response purposes and for purposes of SPAG's compliance with report and notification requirements, to the satisfaction of SPAG.

(B) SUBRECIPIENT will complete or participate in a risk assessment as directed by SPAG following an Event or Breach, and provide the final assessment, corrective actions and mitigations to SPAG for review and approval.

(C) SUBRECIPIENT will fully cooperate with SPAG to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) SUBRECIPIENT will fully cooperate with SPAG's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by SPAG in a Corrective Action Plan if directed by SPAG under the Subrecipient agreement.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities, Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) SPAG may direct SUBRECIPIENT to provide Breach notification to Individuals, regulators or third-parties, as specified by SPAG following a Breach.

(B) SUBRECIPIENT must obtain SPAG's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in SUBRECIPIENT's name and on SUBRECIPIENT's letterhead, unless otherwise directed by SPAG, and will contain contact information, including the name and title of SUBRECIPIENT's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) SUBRECIPIENT will provide SPAG with copies of distributed and approved communications.

(D) SUBRECIPIENT will have the burden of demonstrating to the satisfaction of SPAG that any notification required by SPAG was timely made. If there are delays outside of SUBRECIPIENT's control, SUBRECIPIENT will provide written documentation of the reasons for the delay.

(E) If SPAG delegates notice requirements to SUBRECIPIENT, SPAG shall, in the time and manner reasonably requested by SUBRECIPIENT, cooperate and assist with SUBRECIPIENT's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by SUBRECIPIENT, or on behalf of SUBRECIPIENT by its Subcontractors or agents for SPAG that are described in detail in the Subrecipient agreement. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 ***Ownership of Confidential Information***

SUBRECIPIENT acknowledges and agrees that the Confidential Information is and will remain the property of SPAG. SUBRECIPIENT agrees it acquires no title or rights to the Confidential Information.

Section 6.02 ***SPAG Commitment and Obligations***

SPAG will not request SUBRECIPIENT to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by SPAG.

Section 6.03 ***SPAG Right to Inspection***

At any time upon reasonable notice to SUBRECIPIENT, or if SPAG determines that SUBRECIPIENT has violated this DUA, SPAG, directly or through its agent, will have the right to inspect the facilities, systems, books and records of SUBRECIPIENT to monitor compliance with this DUA.

Section 6.04 ***Term; Termination of DUA; Survival***

This DUA will be effective on the date on which SUBRECIPIENT executes the DUA, and will terminate upon termination of the Subrecipient agreement and as set forth herein. If the Subrecipient agreement is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) SPAG may immediately terminate this DUA and Subrecipient agreement upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve SUBRECIPIENT of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by SPAG.

(C) If SPAG determines that SUBRECIPIENT has violated a material term of this DUA; SPAG may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Subrecipient agreement; or

2. Require SUBRECIPIENT to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as SPAG may determine necessary to maintain compliance with this DUA; or

3. Provide SUBRECIPIENT with a reasonable period to cure the violation as determined by SPAG; or

4. Terminate the DUA and Subrecipient agreement immediately, and seek relief in a court of competent jurisdiction in Lubbock County, Texas.

Before exercising any of these options, SPAG will provide written notice to SUBRECIPIENT describing the violation and the action it intends to take.

(D) If neither termination nor cure is feasible, SPAG shall report the violation to HHS.

(E) The duties of SUBRECIPIENT or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to SPAG, as required by this DUA.

Section 6.05 ***Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Lubbock County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 ***Injunctive Relief***

(A) SUBRECIPIENT acknowledges and agrees that SPAG may suffer irreparable injury if SUBRECIPIENT or its Subcontractor fail to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) SUBRECIPIENT further agrees that monetary damages may be inadequate to compensate SPAG for SUBRECIPIENT's or its Subcontractor's failure to comply. Accordingly, SUBRECIPIENT agrees that SPAG will, in addition to any other remedies available to it by law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 ***Insurance***

(A) SUBRECIPIENT represents and warrants that it maintains either self-insurance or commercial insurance with policy limits sufficient to cover any liability arising from any acts or omissions by SUBRECIPIENT or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. SUBRECIPIENT warrants that SPAG will be a loss payee and beneficiary for any such claims.

(B) SUBRECIPIENT will provide SPAG with written proof that required insurance coverage is in effect, at the request of SPAG.

Section 6.08 ***Fees and Costs***

Except as otherwise specified in this DUA or the Subrecipient agreement, including but not limited to requirements to insure and/or indemnify SPAG, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.09 ***Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Subrecipient agreement and, together with the Subrecipient agreement, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.10 ***Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on SPAG and/or SUBRECIPIENT remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits SPAG and SUBRECIPIENT to comply with HIPAA or any other law applicable to Confidential Information.

ARTICLE 7. AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, SPAG and SUBRECIPIENT have each caused his DUA to be signed and delivered by its daily authorized representative.

SOUTH PLAINS ASSOCIATION OF GOVERNMENTS
AREA AGENCY ON AGING

BY: _____

NAME: Tim C. Pierce

TITLE: Executive Director

DATE: _____

SUBRECIPIENT

BY: _____

NAME: _____

TITLE: _____

DATE: _____

10/10/22 9:46 AM
Provider Name: City of Lubbock
AAA Name: Area Agency on Aging of South Plains
Region Number:

Home Delivered Meals
BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year — 1. $ 316,225.54

2. Total Number of Anticipated Meals to be Provided by Funding Source

HHS OAAA	18,200	Title XX	0	Title XIX	0	
Program Income	2,340	Other Funds Eligible Meals	5,460	Other Funds - Non-Eligible Meals	0	2. 26,000

3. Whole Unit Rate (Line 1 divided by Line 2) — 3. $ 12.16

Reimbursement Calculation

		HHS OAAA & Title XX	Title XIX
4. Projected NSIP per Meal Value		0.73	N/A
5. Rate Less NSIP per Meal Value		$ 11.43	N/A
6. Mandatory Local Match of 10%	$ 1.14		
** If Applicable, Match Reduction From the In-kind Match Certification form	$ -		
Required Cash Match		$ 1.14	N/A
7. Proposed Meal Rate (Line 3 minus Line 6)		$ 11.02	$ 12.16
Common Provider Unit Rate cannot exceed 5.31			
8. Rate Cap Applicable to Title XIX, Title XX and HHS OAAA Common Providers		$ 5.31	$ 6.12
9. Excess of Cap Rate Reduction		$ (5.71)	$ (6.04)
Accepted Unit Rate for Current Year		$ 11.02	NA

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

City of Lubbock Legal Name of Contracted Provider	 Printed/Typed Name of Signer
 Signature	September 30, 2022 Date
Area Agency on Aging of South Plains Name of Area Agency on Aging	0 Health and Human Services
Tim C. Pierce Printed/Typed Name of Signer	NA Printed/Typed Name of Signer
Tim C Pierce Signature	 Signature
September 30, 2022 Date	 Date

10/10/22 9:52 AM
Provider Name: City of Lubbock
AAA Name: Area Agency on Aging of South Plains
Region Number:

Home Delivered Meals
BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

Note: **The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.**

City of Lubbock	Gabrielle Anglin
Name of Contracted Provider	**Printed/Typed Name of Signer**
September 30, 2022	
Date	**Signature**

Signer Authority: **(check one)**

- ☐ **Sole Proprietor**
- ☐ **Partner**
- ☐ **Corporate Officer**
- ☐ **Association Officer**
- ☐ **Board Member**
- ☐ **Governmental Official**

10/10/22 9:45 AM
Provider Name: City of Lubbock
AAA Name: Area Agency on Aging of South Plains

Congregate Meals
BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year — 1. $ 140,943.35

2. Total Number of Anticipated Meals to be Provided by Funding Source

HHS OAAA	8,197	Other Funds Eligible Meals	1,093	Other Sources 5	0	
Program Income	1,639	Other Funds - Non-Eligible Meals	0	Other Sources 6	0	2. 10,929

3. Whole Unit Rate (Line 1 divided by Line 2) — 3. $ 12.90

Reimbursement Calculation

		HHS OAAA
4. Projected NSIP per Meal Value		0.73
5. Rate Less NSIP per Meal Value		$ 12.17
6. Mandatory Local Match of 10%	$ 1.22	
** If Applicable, Match Reduction From the In-kind Match Certification form	$ -	
Required Cash Match		$ 1.22
7. Proposed Meal Rate (Line 3 minus Line 6)		$ 11.68

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

City of Lubbock
Legal Name of Contracted Provider

Printed/Typed Name of Signer

Signature

September 30, 2022
Date

Area Agency on Aging of South Plains
Name of Area Agency on Aging

Tim C. Pierce
Printed/Typed Name of Signer



Signature

September 30, 2022
Date

10/10/22 9:44 AM
Provider Name: City of Lubbock
AAA Name: Area Agency on Aging of South Plains

Congregate Meals

BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

Note: **The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.**

City of Lubbock	
Name of Contracted Provider	**Printed/Typed Name of Signer**
September 30, 2022	
Date	**Signature**

Signer Authority: (check one)

- ☐ **Sole Proprietor**
- ☐ **Partner**
- ☐ **Corporate Officer**
- ☐ **Association Officer**
- ☐ **Board Member**
- ☐ **Governmental Official**

10/10/22 9:44 AM
Provider Name: City of Lubbock
AAA Name: Area Agency on Aging of South Plains

Transportation
BUDGET WORKSHEET CALCULATION OF THE UNIT RATE

1.Total Budgeted Expenses for Contract Year — 1. $ 32,959.67

2.Total Number of Anticipated Units to be Provided

HHS OAAA - 10 % Match Required	2,475	Program Income	66	Other Sources 6	0		
HHS OAAA - 25 % Match Required	0	Local Funds - Eligible Trips	759	Other Sources 7	0		
HHS OAAA - Full Unit Rate	0	Other Funds - Non-Eligible Trips	0	Other Sources 8	0	2.	3,300

3. Cost per unit (Line 1 divided by Line 2) - Full Unit Rate — 3. $ 9.99

Reimbursement Calculation for Contracts Requiring Unit Rate Match Reduction

4. Mandatory Local Match of 10%	$ 1.00		
** If Applicable, Match Reduction From the In-kind Match Certification form	$ -		
Required Match		4.	$ 1.00
5.Full Unit Rate Less Required Match (Line 3 minus Line 4		5.	$ 8.99

4. Mandatory Local Match of 25%	$ 2.50		
** If Applicable, Match Reduction From the In-kind Match Certification form	$ -		
Required Match		4.	$ 2.50
5.Full Unit Rate Less Required Match (Line 3 minus Line 4		5.	$ 7.49

**If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

Contract Reimbursed at Full Cost Per Unit Rate. Match Requirements Will Be Met Through Provision of Additional Units

$ 9.99

Contractor Initial _____ AAA Initial _____

City of Lubbock	Area Agency on Aging of South Plains
Legal Name of Contracted Provider	Name of Area Agency on Aging
Signature	Signature
Gabrielle Anglin	Tim C. Pierce
Printed/Typed Name of Signer	Printed/Typed Name of Signer
09/30/22	09/30/22
Date	Date

10/10/22 9:43 AM
Provider Name: City of Lubbock
AAA Name: Area Agency on Aging of South Plains

Transportation

BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

Note: **The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.**

City of Lubbock	Gabrielle Anglin
Name of Contracted Provider	**Printed/Typed Name of Signer**
September 30, 2022	
Date	**Signature**

Signer Authority: (check one)

- ☐ Sole Proprietor
- ☐ Partner
- ☐ Corporate Officer
- ☐ Association Officer
- ☐ Board Member
- ☐ Governmental Official

SENIOR CENTER OPERATIONS CONTRACT

I. AUTHORITY TO CONTRACT

The authority on which this contract is based derives from the Older Americans Act (OAA), as amended, and its regulations; HHS regulations on Administration of Grants; Title 2 Code of Federal Regulations (CFR), Part 200; the Uniform Grant Management Standards (UGMS), Governor's Office of Budget and Planning; and all applicable Texas Health and Human Services (HHS) and Area Agencies on Aging (AAA) Rules as published in the Texas Administrative Code (TAC) under Chapter 213 (Title 26, Part 1, Subchapters A, B & C); and, all state and local laws as pertains to this contract and its attachments.

II. CONTRACTING PARTIES

This contract is between the **South Plains Association of Governments**, hereinafter referred to as AGENCY, and **City of Lubbock** hereinafter referred to as Vendor. Whereas the State of Texas, acting through the Texas Health and Human Services (HHS), has designated the South Plains Association of Governments to act as the Area Agency on Aging (AAA), and whereas the AAA is the designated authority under the OAA to administer OAA funds, the AGENCY and the VENDOR hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations set forth herein and to performance and accomplishment of the tasks hereinafter described.

III. CONTRACT PERIOD

This agreement will become binding on the date of the signature by both parties. Notwithstanding this date, the term of the contract will begin on October 1, 2022 and end on September 30, 2023 or when available funds are depleted, whichever occurs first. The amount of the contract is **$2,319.00** federal dollars per month and not to exceed a maximum of **$27,828.00** for the contract period.

IV. CONTRACT EXTENSIONS

The parties to this contract may, by mutual agreement, extend this contract for a specified period. Any extension shall be in writing, with specific reference to this contract, and shall be subject to all of the terms and conditions of this contract and made a part thereof for all purposes.

V. AMENDMENTS TO THE CONTRACT

This agreement may be amended in writing upon mutual agreement by both parties or when dictated by implementation of laws and rules becoming effective within the contract period as pertains to the scope of this contract and its attachments. Amendment to this contract is also made upon submission to and approval by the AGENCY of an amended budget.

VI. CONTRACT PURPOSE

The purpose of this contract is to provide funds to pay for the operation of the senior citizen site. These funds are to be utilized for the expense of utilities, rent, salary, and indirect cost.

VII. DEFINITION OF SENIOR CENTER OPERATIONS

The operation of community facilities where older individuals meet together to pursue mutual interests, receive services and/or take part in activities which will enhance their quality of life, support their independence, and encourage their continued to involvement in and with the community.

VIII. CONTRACT GOAL

The goal of this contract is to provide funding for the daily cost of the operations at the Senior Citizen site to ensure that participants will have a community facility to assemble.

IX. FUNDING OBLIGATIONS

The VENDOR acknowledges the AGENCY'S obligation hereunder for payment, in consideration of full and satisfactory performance of activities described in this contract, is limited to monies received from the Texas Health and Human Services (HHS), the State of Texas, and any other originating funding source.

The AGENCY shall not be liable to the VENDOR for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but not limited to, terms governing the VENDOR'S promised performance and unit rates and/or reimbursement capitations specified.

The AGENCY shall not be liable to the VENDOR for any expenditures which are not allowable costs as defined in the Code of Federal Regulations (CFR) Part 200 §200.405, as amended, or which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by the AGENCY.

The AGENCY shall not be liable to the VENDOR for expenditures made in violation of regulations promulgated under the OAA, as amended, or in violation of the AGENCY rules, UGMS, or this contract.

XIV. ACCEPTANCE OF CONTRACT

I, the undersigned, certify that I have read and understand the terms of this contract and that this agency will abide by them. I further certify that I am authorized to sign for the VENDOR agency.

	South Plains Association of Governments
Legal Name of Contracted Provider	Name of Area Agency on Aging
Signature	Signature
	Tim C. Pierce
Printed/Typed Name of Signer	Printed/Typed Name of Signer
	September 30, 2022
Date	Date

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute Contract 16869, with Johnson General Contractors Group, LLC, for the renovation and restoration of seven restrooms located inside City-owned park areas.

Item Summary

The restrooms to be renovated are as follows:

- Buddy Holly Recreation Area
- Clapp Park Ball field
- Hodges Park
- Mackenzie Park South
- Mae Simmons Park
- McAlister Park
- McCullough Park

The facilities listed above, are managed by the Lubbock Parks and Recreation Department. These restrooms are found in areas with heavy foot traffic and have been especially prone to vandalism, as well as normal wear and tear. Staff is changing the amenities to tamper-resistant models, as a step to adequately maintain the restrooms and increase their lifespan. The goal for this project is to transform the restrooms into safe, comfortable, and long-lasting facilities for park users.

The contractor will remove and replace current outdated amenities with new models, as requested by the City. Electrical and plumbing repairs needed are delineated in this scope to be completed by the contractor. Any further electrical or plumbing work the contractor deems necessary, will be discussed with the City and authorized prior to execution.

Specifications for the contractor:

- Providing a full-time superintendent
- Providing a schedule outlining the beginning and end of work at every restroom
- Mobilizing and demobilizing of equipment and crew
- Cleaning, painting and patching exterior surfaces
- Cleaning and patching of interior concrete floors (power washing, acid cleaner, removal of lifted paint, etc. as necessary)
- Painting of all interior surfaces, one primer coat and two coats of paint (including vents, window ridges, metal frames, and partitions, except flooring)
- Painting of exterior metal doors
- Removing and replacing all specified amenities
- Capping all electrical outlets inside the restrooms
- Installing of a heating system at 4 of the restrooms (Mackenzie, Buddy Holly Recreation Area, McAlister, and Mae Simmons)

In response to ITB-23-16869-KM, 4 vendors submitted bids, and the bids were opened on November 8,

2022. They were as follows:

Contractor	Amount
Johnson General Contractors Group, LLC, Lubbock, TX	$232,123.00
Henthorn Commercial Group, Lubbock, TX	$449,367.00
Tommy Klein Construction, Inc., Lubbock, TX	$497,489.79
OPREX Construction, LLC, Lubbock, TX	$499,561.18

The proposed timeline for this contract will be 6 months from award of this contract, with the option of one, 6-month extension.

Staff recommends award to the lowest bidder, Johnson General Contractors Group, LLC., of Lubbock, Texas, for $232,123.00.

Fiscal Impact

This contract for $232,123.00, is funded in Capital Improvement Project 92768, Restroom Replacement/Renovations - ARPA.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
Contract
Bid Tabulation Sheet
Project Summary
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, Contract No. 16896, as per ITB 23-16896-KM, for renovation of seven (7) restrooms at City of Lubbock Parks, by and between the City of Lubbock and Johnson General Contractors Group, LLC, 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:

Brooke Witcher
_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.Contract No. 16896, Johnson General Contractors Group, LLC
12.7.22

City of Lubbock
Contract for
ITB 23-16896-KM
Renovation of Seven (7) Restrooms at City of Lubbock Parks

THIS CONTRACT made and entered into this ___ day of _____**, 2022**, by and between the City of Lubbock ("City"), and **Johnson General Contractors Group, LLC**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Renovation of Seven (7) Restrooms at City Parks** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Renovation of Seven (7) Restrooms at City Parks.**

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Renovation of Seven (7) Restrooms at City Parks**, and more specifically referred to as **Phases 1 through 8** on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contractor acknowledges that this project consists of phases and the contractor agrees that each Phase of the project begins with a written "Notice to Proceed". Upon receipt of notice to proceed, the Contractor will have ten (10) calendar days to start work. Inclement weather shall be the only reason the work may not take place. Written approval and determination will be reviewed by the City.

4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

6. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

7. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

8. Insurance Requirements

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.
SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

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. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

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. Employer Liability ($1M) is required with Workers Compensation.

* 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.

IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and **all endorsements** thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314 Avenue K, 9th Floor
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

9. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

10. 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.

11. 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 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.

12. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

13. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

14. 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.

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.

16. **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.

17. 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.

18. 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.

    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.

19. The Contractor 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.

20. The Contractor 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 Contractor, its agents, employees, and/or subcontractors, 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.

21. This Contract consists of the following documents set forth herein; Invitation to Bid No. 23-16896-KM, Specifications, and the Bid Form.

-----INTENTIONALLY LEFT BLANK-----

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

_____
Tray Payne, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Colby VanGundy, Director of Parks and Recreation

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

CONTRACTOR

BY _____
Authorized Representative

Troy Johnson
Print Name

3407 40th St.
Address

Lubbock Tx 79413
City, State, Zip Code

City of Lubbock, TX
ITB 23-16869-KM
Renovation of Seven (7) Restrooms at City of Lubbock Parks
Specifications

Overview

Renovation and restoration of seven (7) restrooms located inside City-owned park areas.

Background

The restrooms to be renovated are located inside City of Lubbock parks and are managed by the Lubbock Parks and Recreation Department. Since they are found in areas with heavy foot traffic, these restrooms are especially prone to vandalism besides normal wear and tear, thus, changing of the amenities to tampering-resistant models is a step to maintain these restrooms in adequate condition and increase their lifespan. The goal for this project is to transform these restrooms into safe, comfortable, and long-lasting facilities for park users.

Scope of Work

The contractor will remove and replace current outdated amenities with new models as requested by the City. Electrical and plumbing repairs needed are delineated in this scope to be completed by the contractor. Any further electrical or plumbing work the contractor deems necessary will be discussed with the City and authorized prior to execution.

Specification for the contractor:

- Providing a full-time superintendent
- Providing a schedule outlining the beginning and end of work at every restroom
- Mobilization and demobilization of equipment and crew
- Cleaning, painting and patching exterior surfaces (Appendix II)
- Cleaning and patching of interior concrete floors (power washing, acid cleaner, removal of lifted paint, etc. as necessary)
- Painting of all interior surfaces, one primer coat and two coats of paint (including vents, window ridges, metal frames, and partitions, except flooring)
- Painting of exterior metal doors
- Removing and replacing all specified amenities. (Appendix I)
- Capping all electrical outlets inside the restrooms
- Installation of a heating system at four of the restrooms (Mackenzie, Buddy Holly Recreation Area, McAlister, and Mae Simmons)
- Discussing with the City additional repairs deemed necessary that might not have been noted at the time of writing the scope

Note: CXT recommended patching method to be utilized on CXT restrooms:

> "Chips may be filled using a latex grout mix. We recommend Burke-Krete with Latex mix. Once mixed to compatible consistency, apply with a margin trowel then use the edge of the trowel to cut in groves of barn wood or straight edge. Once dry, finish by re-staining and sealing with the appropriate stain color."

Appendix I: List of Replacement Models

Notes:

- Amenities with no model listed might be chosen at the discretion of the contractor.
- Parts necessary to complete the outlined jobs may be purchased at the discretion of the contractor.
- Equivalent models may be used if deemed necessary by the contractor (*must be approved by the City before bid).*

Item #	Item	Description	Price Listed	Quantity	Distributor
1	BUDDY HOLLY RECREATION AREA		*Estimated Price		
1.1	Electronic Locks	Electronic Lock, Timed Access, TRILOGY T2 DL2800	$579.00	2	GoKeyless
1.2	Exhaust Fan	Broan® 290 CFM Through-Wall Ventilation Fan Model# 508	$146.31	2	Home Depot
1.3	Exterior Lights	Lithonia TWX1-LED-ALO-50K-MVOLT-DDBTXD LED Wall Luminaire, Adjustable 600-2950 Lumens, 5000K, 120-277V, Textured Dark Bronze	$120.22	3	Cooper Electric
1.4	Faucet	Delta, 0.5GPM Single Push Button 3 Hole Metering Bathroom Faucet from the Commercial Series Model: 86T0104	$145.88	4	Ferguson
1.5	Hand Dryer	FASTAIRE Model HDO3 120V/7 AMPS, Semi-recessed	$690.00	4	FASTAIRE
1.6	Hand Dryer Motor	Vacuum Motor: Metal Mounting Brackets, 5.7 in Body Dia., 120V AC, 2 Blower Stages	$111.60	1	Grainger
1.7	Heater (Men's, Women's, Chase Room)	DAYTON Electric Wall & Ceiling Unit Heater: 2.5kW/3.7kW_3.3kW/5kW Watt Output, 208/240V AC, 1-phase Model# 4E169	$641.89	3	Grainger
1.8	Interior Lights	Keystone KT-LED15T8-48GC-850-DX2	$8.90	12	LightBulb Surplus
1.9	Mirrors	KETCHAM, Mirror: Stainless Steel, 18 in Wd, Bright Annealed Stainless-Steel Body, Frameless Frame, SSF-1836	$227.91	4	Grainger
1.10	Motion Sensors	CXT Motion Sensor Ceiling Mounted SKU: EL10210	$210.28	4	CXT
1.11	Partition Lock	Partition, Stainless	$30*	1	**Contractor's Discretion**
1.12	Sinks	ACORN 1953-1-09-GT-H34 Lavatory Sink Without Faucet Silver	$587.06	4	Raptor Supplies
1.13	Toilets	ACORN, 12 in Rough-In, 1.28_1.6_3.5 Gallons per Flush, Elongated Bowl, ADA Compliance, R2100-W-1	$1,118.14	5	Grainger
1.14	Urinals	Willoughby Industries, Stainless Steel Single Person Rear Mounted Ligature-resistant ADA-Compliant Contoured Washout Flush High Efficiency Urinal, ASUW-1314-HEU	$1,443.69	1	Willoughby Industries
1.15	Windows	28" x 10", Translucent	$145*	1	**Contractor's Discretion**

Item #	Item	Description	Price Listed	Quantity	Distributor
2	HODGES				
2.1	Exterior Lights	RAB 86-Watt Standard LED Wall Pack - 5000K - 10,954 Lumens - 120-277V	$210.00	2	Pro Lighting
2.2	Faucet	Delta, 0.5GPM Single Push Button 3 Hole Metering Bathroom Faucet from the Commercial Series Model: 86T0104	$145.88	4	Ferguson
2.3	Interior Light (Utility Room)	Lithonia Lighting VAP 4000LM FST MD MVOLT GZ10 40K 80CRI 4000 Lumens, Frosted Polycarbonate Lens, Medium Distribution, 120-277V, 0-10 Dimming, 4000K Color Temperature, 80 CRI	$433.08	1	Zoro.com
2.4	Mirrors	KETCHAM, Mirror: Stainless Steel, 18 in Wd, Bright Annealed Stainless-Steel Body, Frameless Frame, SSF-1836	$227.91	4	Grainger
2.5	Sinks	ACORN 1953-1-09-GT-H34 Lavatory Sink Without Faucet Silver	$587.06	4	Raptor Supplies
2.6	Toilets	ACORN, 12 in Rough-In, 1.28_1.6_3.5 Gallons per Flush, Elongated Bowl, ADA Compliance, R2100-W-1	$1,118.14	5	Grainger
2.7	Urinals	Willoughby Industries, Stainless Steel Single Person Rear Mounted Ligature-resistant ADA-Compliant Contoured Washout Flush High Efficiency Urinal, ASUW-1314-HEU	$1,443.69	1	Willoughby Industries

Item #	Item	Description	Price Listed	Quantity	Distributor
3	MAE SIMMONS				
3.1	Drinking Fountain	Haws ADA Outdoor Freeze-Resistant Vandal-Resistant Drinking Fountain #1109FR	$1,010.00	1	Zoro.com.com
3.2	Fountain Skirt	Haws Model SK1, satin finish stainless steel cane touch skirt.	$285.00	1	Zoro.com.com
3.3	Electronic Locks	Electronic Lock, Timed Access, TRILOGY T2 DL2800	$579.00	2	GoKeyless
3.4	Exhaust Fan	Broan® 290 CFM Through-Wall Ventilation Fan Model# 508	$146.31	2	Home Depot
3.5	Exterior Lights	Lithonia TWX1-LED-ALO-50K-MVOLT-DDBTXD LED Wall Luminaire, Adjustable 600-2950 Lumens, 5000K, 120-277V, Textured Dark Bronze	$120.22	3	Cooper Electric
3.6	Faucet	Delta, 0.5GPM Single Push Button 3 Hole Metering Bathroom Faucet from the Commercial Series Model: 86T0104	$145.88	4	Ferguson
3.7	Heater (Men's, Women's, Chase Room)	DAYTON Electric Wall & Ceiling Unit Heater: 2.5kW/3.7kW_3.3kW/5kW Watt Output, 208/240V AC, 1-phase Model# 4E169	$641.89	3	Grainger
3.8	Interior Lights	Keystone KT-LED15T8-48GC-850-DX2	$8.90	12	LightBulb Surplus
3.9	Mirrors	KETCHAM, Mirror: Stainless Steel, 18 in Wd, Bright Annealed Stainless-Steel Body, Frameless Frame, SSF-1836	$227.91	4	Grainger
3.10	Partition Lock	Partition, Stainless	Estimated price: $30	1	**Contractor's Discretion**
3.11	Sinks	ACORN 1953-1-09-GT-H34 Lavatory Sink Without Faucet Silver	$587.06	4	Raptor Supplies
3.12	Toilets	ACORN, 12 in Rough-In, 1.28_1.6_3.5 Gallons per Flush, Elongated Bowl, ADA Compliance, R2100-W-1	$1,118.14	5	Grainger
3.13	Urinals	Willoughby Industries, Stainless Steel Single Person Rear Mounted Ligature-resistant ADA-Compliant Contoured Washout Flush High Efficiency Urinal, ASUW-1314-HEU	$1,443.69	1	Willoughby Industries

Item #	Item	Description	Price Listed	Quantity	Distributor
4	MCACKENZIE (SOUTH)				
4.1	Electronic Locks	Electronic Lock, Timed Access, TRILOGY T2 DL2800	$579.00	2	GoKeyless
4.2	Exhaust Fan	Broan® 290 CFM Through-Wall Ventilation Fan Model# 508	$146.31	2	Home Depot
4.3	Exterior Lights	Lithonia TWX1-LED-ALO-50K-MVOLT-DDBTXD LED Wall Luminaire, Adjustable 600-2950 Lumens, 5000K, 120-277V, Textured Dark Bronze	$120.22	3	Cooper Electric
4.4	Faucet	Delta, 0.5GPM Single Push Button 3 Hole Metering Bathroom Faucet from the Commercial Series Model: 86T0104	$145.88	4	Ferguson
4.5	Heater (Men's, Women's, Chase Room)	DAYTON Electric Wall & Ceiling Unit Heater: 2.5kW/3.7kW_3.3kW/5kW Watt Output, 208/240V AC, 1-phase Model# 4E169	$641.89	3	Grainger
4.6	Interior Lights	Keystone KT-LED15T8-48GC-850-DX2	$8.90	12	LightBulb Surplus
4.7	Mirrors	KETCHAM, Mirror: Stainless Steel, 18 in Wd, Bright Annealed Stainless Steel Body, Frameless Frame, SSF-1836	$227.91	4	Grainger
4.8	Motion Sensors (Men's - Toilet Area)	CXT Motion Sensor Ceiling Mounted SKU: EL10210	$210.28	1	CXT
4.9	Sinks	ACORN 1953-1-09-GT-H34 Lavatory Sink Without Faucet Silver	$587.06	4	Raptor Supplies
4.10	Toilets	ACORN, 12 in Rough-In, 1.28_1.6_3.5 Gallons per Flush, Elongated Bowl, ADA Compliance, R2100-W-1	$1,118.14	5	Grainger
4.11	Urinals	Willoughby Industries, Stainless Steel Single Person Rear Mounted Ligature-resistant ADA-Compliant Contoured Washout Flush High Efficiency Urinal, ASUW-1314-HEU	$1,443.69	1	Willoughby Industries

Item #	Item	Description	Price Listed	Quantity	Distributor
5	MCALISTER				
5.1	Electronic Locks	Electronic Lock, Timed Access, TRILOGY T2 DL2800	$579.00	2	GoKeyless
5.2	Exhaust Fan	Broan® 290 CFM Through-Wall Ventilation Fan Model# 508	$146.31	2	Home Depot
5.3	Exterior Doors	CXT 3’0" x 6’8" Fiberglass Door w/Louver & Deadbolt Prep	$608.00	2	CXT
5.4	Exterior Lights	Lithonia TWX1-LED-ALO-50K-MVOLT-DDBTXD LED Wall Luminaire, Adjustable 600-2950 Lumens, 5000K, 120-277V, Textured Dark Bronze	$120.22	3	Cooper Electric
5.5	Faucet	Delta, 0.5GPM Single Push Button 3 Hole Metering Bathroom Faucet from the Commercial Series Model: 86T0104	$145.88	4	Ferguson
5.6	Heater (Men's, Women's, Chase Room)	DAYTON Electric Wall & Ceiling Unit Heater: 2.5kW/3.7kW_3.3kW/5kW Watt Output, 208/240V AC, 1-phase Model# 4E169	$641.89	3	Grainger
5.7	Interior Lights	Keystone KT-LED15T8-48GC-850-DX2	$8.90	12	LightBulb Surplus
5.8	Mirrors	KETCHAM, Mirror: Stainless Steel, 18 in Wd, Bright Annealed Stainless Steel Body, Frameless Frame, SSF-1836	$227.91	4	Grainger
5.9	Sinks	ACORN 1953-1-09-GT-H34 Lavatory Sink Without Faucet Silver	$587.06	4	Raptor Supplies
5.10	Toilets	ACORN, 12 in Rough-In, 1.28_1.6_3.5 Gallons per Flush, Elongated Bowl, ADA Compliance, R2100-W-1	$1,118.14	5	Grainger
5.11	Urinals	Willoughby Industries, Stainless Steel Single Person Rear Mounted Ligature-resistant ADA-Compliant Contoured Washout Flush High Efficiency Urinal, ASUW-1314-HEU	$1,443.69	1	Willoughby Industries
5.12	Windows	28" x 10", Translucent	$145*	1	**Contractor's Discretion**

Item #	Item	Description	Price Listed	Quantity	Distributor
6	MCCULLOUGH				
6.1	Exterior Lights	RAB 86-Watt Standard LED Wall Pack - 5000K - 10,954 Lumens - 120-277V	$210.00	2	Pro Lighting
6.2	Faucet	Delta, 0.5GPM Single Push Button 3 Hole Metering Bathroom Faucet from the Commercial Series Model: 86T0104	$145.88	4	Ferguson
6.3	Interior Light (Utility Room)	Lithonia Lighting VAP 4000LM FST MD MVOLT GZ10 40K 80CRI 4000 Lumens, Frosted Polycarbonate Lens, Medium Distribution, 120-277V, 0-10 Dimming, 4000K Color Temperature, 80 CRI	$433.08	1	Zoro.com
6.4	Mirrors	KETCHAM, Mirror: Stainless Steel, 18 in Wd, Bright Annealed Stainless-Steel Body, Frameless Frame, SSF-1836	$227.91	4	Grainger
6.5	Partition Doors	Partition, Plastic	$327*	1	**Contractor's Discretion**
6.6	Sinks	ACORN 1953-1-09-GT-H34 Lavatory Sink Without Faucet Silver	$587.06	4	Raptor Supplies
6.7	Toilets	ACORN, 12 in Rough-In, 1.28_1.6_3.5 Gallons per Flush, Elongated Bowl, ADA Compliance, R2100-W-1	$1,118.14	5	Grainger
6.8	Urinals	Willoughby Industries, Stainless Steel Single Person Rear Mounted Ligature-resistant ADA-Compliant Contoured Washout Flush High Efficiency Urinal, ASUW-1314-HEU	$1,443.69	1	Willoughby Industries

Item #	Item	Description	Price Listed	Quantity	Distributor
7	TRINITY BALL FIELD (CLAPP PARK)				
7.1	Electronic Locks	Electronic Lock, Timed Access, TRILOGY T2 DL2800	$579.00	2	GoKeyless
7.2	Exhaust Fan	Broan® 290 CFM Through-Wall Ventilation Fan	$146.31	2	Home Depot
7.3	Exterior Lights	RAB 86-Watt Standard LED Wall Pack - 5000K - 10,954 Lumens - 120-277V	$210.00	3	Pro Lighting
7.4	Faucet	Delta, 0.5GPM Single Push Button 3 Hole Metering Bathroom Faucet from the Commercial Series Model: 86T0104	$145.88	2	Ferguson
7.5	Hand Dryer	FASTAIRE Model HDO3 120V/7 AMPS, Semi-recessed	$690.00	4	FASTAIRE
7.6	Hand Dryer Motor	Vacuum Motor: Metal Mounting Brackets, 5.7 in Body Dia., 120V AC, 2 Blower Stages	$111.60	1	Grainger
7.7	Heater	Broan® Wall Heater, 500/1000W 120VAC, 750W 208VAC, 1000W 240 VAC Model# 170	$154.00	1	Build with Ferguson
7.8	Heater Mount	Broan® Surface Mount Kit for Broan® Comfort-Flo Wall Heaters, White Enameled Steel Model# 84	$39.90	1	Build with Ferguson
7.9	Interior Lights	Keystone KT-LED15T8-48GC-850-DX2	$8.90	12	LightBulb Surplus
7.10	Mirrors	KETCHAM, Mirror: Stainless Steel, 18 in Wd, Bright Annealed Stainless-Steel Body, Frameless Frame, SSF-1836	$227.91	2	Grainger
7.11	Sinks	ACORN 1953-1-09-GT-H34 Lavatory Sink Without Faucet Silver	$587.06	2	Raptor Supplies
7.12	Toilets	ACORN, 12 in Rough-In, 1.28_1.6_3.5 Gallons per Flush, Elongated Bowl, ADA Compliance, R2100-W-1	$1,118.14	3	Grainger
7.13	Urinals	Willoughby Industries, Stainless Steel Single Person Rear Mounted Ligature-resistant ADA-Compliant Contoured Washout Flush High Efficiency Urinal, ASUW-1314-HEU	$1,443.69	1	Willoughby Industries

Appendix II: List of Approved Painting Supplies

Notes:

- Other necessary or equivalent supplies may be purchased from same vendor. City must approve before bid.

Item	Description	Price Listed	Quantity	Distributor
Painting				
Primer				
All restrooms	ProMar 200 Zero VOC Interior Latex Primer	$60.89/gal	As needed	Sherwin-Williams
Top Coat				
Interior and Exterior Concrete Walls/Ceiling - All Restrooms	Interior and Exterior Concrete Walls Pro Industrial Water Based Catalyzed Epoxy - Color SW 7006 Extra White - Egg Shell Sheen	$155.49/gal	As needed	Sherwin-Williams
Steel and Galvanizing - Buddy Holly Rec Area/Mackenzie/Mae Simmons/McAlister/Clapp	Pro Industrial Water Based Catalyzed Epoxy - Color SW 6055 Fiery Brown - Egg Shell Sheen	$155.49/gal	As needed	Sherwin-Williams
Steel and Galvanizing - McCullough/Hodges	Pro Industrial Water Based Catalyzed Epoxy - Color SW 6454 Shamrock - Egg Shell Sheen	$155.49/gal	As needed	Sherwin-Williams

"General Decision Number: TX20220280 10/14/2022

Superseded General Decision Number: TX20210280

State: Texas

Construction Type: Building

Counties: Crosby and Lubbock Counties in Texas.

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

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

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

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

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

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022
2	03/25/2022
3	08/05/2022
4	10/14/2022

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 29.47	24.10

CARP0665-001 01/01/2022

	Rates	Fringes
CARPENTER	$ 24.98	7.83

---

* ELEC0602-008 09/01/2022

	Rates	Fringes
ELECTRICIAN	$ 26.07	12.63

ENGI0178-005 06/01/2020

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

```
     Tons and under.............$ 32.35           13.10
----------------------------------------------------------------
 IRON0084-011 06/01/2022

                                  Rates          Fringes

IRONWORKER, ORNAMENTAL...........$ 26.76            7.88
----------------------------------------------------------------
 IRON0263-003 06/01/2022

                                  Rates          Fringes

IRONWORKER, STRUCTURAL...........$ 27.14            7.68
----------------------------------------------------------------
 PLUM0404-001 09/01/2020

                                  Rates          Fringes

PLUMBER..........................$ 26.05            8.81
----------------------------------------------------------------
 SHEE0049-001 04/01/2019

                                  Rates          Fringes

SHEET METAL WORKER (HVAC Duct
Installation Only)...............$ 21.73           14.94
----------------------------------------------------------------
*  SUTX2014-060 07/21/2014

                                  Rates          Fringes

BRICKLAYER.......................$ 20.04            0.00

CEMENT MASON/CONCRETE FINISHER...$ 19.60            0.00

INSULATOR - MECHANICAL
(Duct, Pipe & Mechanical
System Insulation)...............$ 19.77            7.13

IRONWORKER, REINFORCING..........$ 12.27 **         0.00

LABORER:  Common or General......$ 12.35 **         0.00

LABORER:  Mason Tender - Brick...$ 11.36 **         0.00

LABORER:  Mason Tender -
Cement/Concrete..................$ 10.58 **         0.00

LABORER:  Pipelayer..............$ 12.49 **         2.13
```

LABORER: Roof Tearoff.....$ 11.28 ** 0.00

OPERATOR:
Backhoe/Excavator/Trackhoe.....$ 14.25 ** 0.00

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....$ 13.93 ** 0.00

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 0.34

OPERATOR: Forklift.....$ 14.83 ** 0.00

OPERATOR: Grader/Blade.....$ 13.37 ** 0.00

OPERATOR: Loader.....$ 13.55 ** 0.94

OPERATOR: Mechanic.....$ 17.52 3.33

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....$ 16.03 0.00

OPERATOR: Roller.....$ 12.70 ** 0.00

PAINTER (Brush, Roller, and
Spray).....$ 14.27 ** 0.00

ROOFER.....$ 13.75 ** 0.00

SHEET METAL WORKER, Excludes
HVAC Duct Installation.....$ 21.13 6.53

TILE FINISHER.....$ 11.22 ** 0.00

TILE SETTER.....$ 14.00 ** 2.01

TRUCK DRIVER: Dump Truck.....$ 12.39 ** 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer
Truck.....$ 12.50 ** 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 ** 4.11

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

==========

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

==========

END OF GENERAL DECISIO"

City of Lubbock, TX
Purchasing and Contract Management
Vendor Acknowledgement Form

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 ___X___%, net ___X___ 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?

City of Lubbock
ITB 23-16896-KM
Renovation of Seven (7) Restrooms at City of Lubbock Parks
Bid Form

				Johnson General Contractors Group, LLC	
			Location	Lubbock, TX	
			Total Cost	$232,123.00	
#	Items	Quantity Required	UOM	Unit Price	Total Cost
Phase 1	General				$50,220.00
#1-1	Mobilization and demobilization of materials and crew	1	LS	$1,400.00	$1,400.00
#1-2	Trasportation of debris to local waste facility	1	LS	$700.00	$700.00
#1-3	Site clean up	1	LS	$2,500.00	$2,500.00
#1-4	Painting of interior and exterior concrete walls, ceilling and HDPE partitions.	1	LS	$36,620.00	$36,620.00
#1-5	Cleaning and patching up concrete on interior floors and walls, and exterior walls. Removing lifted paint and coating in walls, floors and ceilings as necessary.	1	LS	$9,000.00	$9,000.00
Phase 2	Buddy Holly Recreation Area				$32,110.00
#2-1	Electronic Locks - Installation	2	EA	$975.00	$1,950.00
#2-2	Exhaust Fan - Installation	2	EA	$335.00	$670.00
#2-3	Exterior Lights - Removal and Installation	3	EA	$325.00	$975.00
#2-4	Fauce - Installation	4	EA	$500.00	$2,000.00
#2-5	Hand Dryer - Removal and Installation	4	EA	$1,130.00	$4,520.00
#2-6	Hand Dryer Motor - Removal and Installation	2	EA	$300.00	$600.00
#2-7	Heater (Men's, Women's, Chase Room) - Installation	3	EA	$875.00	$2,625.00
#2-8	Interior Lights - Removal and Installation	12	EA	$25.00	$300.00
#2-9	Mirrors - Removal and Installation	4	EA	$385.00	$1,540.00
#2-10	Motion Sensors - Removal and Installation	4	EA	$400.00	$1,600.00
#2-11	Partition Locks - Removal and Installation	1	EA	$80.00	$80.00
#2-12	Sink - Removal and Installation	4	EA	$1,150.00	$4,600.00
#2-13	Toilet - Removal and Installation	5	EA	$1,575.00	$7,875.00
#2-14	Urinals - Removal and Installation	1	EA	$2,550.00	$2,550.00
#2-15	Windows - Removal and Installation	1	EA	$225.00	$225.00
Phase 3	Hodges				$20,040.00
#3-1	Exterior Lights - Removal and Installation	2	EA	$375.00	$750.00
#3-2	Faucet - Installation	4	EA	$500.00	$2,000.00
#3-3	Interior Lights (Utility Room) - Removal and Installatic	1	EA	$725.00	$725.00
#3-4	Mirrors - Removal and Installation	4	EA	$385.00	$1,540.00
#3-5	Sink - Removal and Installation	4	EA	$1,150.00	$4,600.00
#3-6	Toilet - Removal and Installation	5	EA	$1,575.00	$7,875.00
#3-7	Urinals - Removal and Installation	1	EA	$2,550.00	$2,550.00
Pahse 4	Mackenzie				$27,435.00
#4-1	Electronic Locks - Installation	4	EA	$975	$3,900.00
#4-2	Exhaust Fan - Removal and Installation	2	EA	$335	$670
#4-3	Exterior Lights - Removal and Installation	3	EA	$325	$975
#4-4	Faucet - Installation	4	EA	$500	$2,000.00
#4-5	Heater (Men's, Women's, Chase Room) - Installation	3	EA	$875	$2,625.00
#4-6	Interior Lights - Removal and Installation	12	EA	$25	$300

City of Lubbock
ITB 23-16869-KM
Renovation of Seven (7) Restrooms at City of Lubbock Parks
Bid Form

				Johnson General Contractors Group, LLC	
			Location	Lubbock, TX	
			Total Cost	$232,123.00	
#	Items	Quantity Required	UOM	Unit Price	Total Cost
#4-7	Mirrors - Removal and Installation	4	EA	$385	$1,540.00
#4-8	Motion Sensors - Removal and Installation	1	EA	$400	$400
#4-9	Sink - Removal and Installation	4	EA	$1,150.00	$4,600.00
#4-10	Toilet - Removal and Installation	5	EA	$1,575.00	$7,875.00
#4-11	Urinals - Removal and Installation	1	EA	$2,550.00	$2,550.00
Phase 5	Me Simmons			**$27,520.00**	
#5-1	Drinking Fountain - Installation	1	EA	$2,355.00	$2,355.00
#5-2	Electronic Locks - Installation	2	EA	$975	$1,950.00
#5-3	Exhaust Fan - Removal and Installation	2	EA	$335	$670
#5-4	Exterior Lights - Removal and Installation	3	EA	$325	$975
#5-5	Faucet - Installation	4	EA	$500	$2,000.00
#5-6	Heater (Men's, Women's, Chase Room) - Installation	3	EA	$875	$2,625.00
#5-7	Interior Lights - Removal and Installation	12	EA	$25	$300
#5-8	Mirrors - Removal and Installation	4	EA	$385	$1,540.00
#5-9	Partition Locks - Removal and Installation	1	EA	$80	$80
#5-10	Sink - Removal and Installation	4	EA	$1,150.00	$4,600.00
#5-11	Toilet - Removal and Installation	5	EA	$1,575.00	$7,875.00
#5-12	Urinals - Removal and Installation	1	EA	$2,550.00	$2,550.00
Phase 6	McAlister			**$32,398.00**	
#6-1	Electronic Locks - Installation	2	EA	$975.00	$1,950.00
#6-2	Exhaust Fan - Removal and Installation	2	EA	$335.00	$670.00
#6-3	Exterior Doors - Removal and Installation	2	EA	$3,550.00	$7,100.00
#6-4	Exterior Lights - Removal and Installation	3	EA	$325.00	$975.00
#6-5	Faucet - Installation	4	EA	$500.00	$2,000.00
#6-6	Heater (Men's, Women's, Chase Room) - Installation	3	EA	$875.00	$2,625.00
#6-7	Interior Lights - Removal and Installation	12	EA	$24.00	$288.00
#6-8	Mirrors - Removal and Installation	4	EA	$385.00	$1,540.00
#6-9	Sink - Removal and Installation	4	EA	$1,150.00	$4,600.00
#6-10	Toilet - Removal and Installation	5	EA	$1,575.00	$7,875.00
#6-11	Urinals - Removal and Installation	1	EA	$2,550.00	$2,550.00
#6-12	Windows - Removal and Installation	1	EA	$225.00	$225.00

City of Lubbock
ITB 23-16869-KM
Renovation of Seven (7) Restrooms at City of Lubbock Parks
Bid Form

				Johnson General Contractors Group, LLC	
			Location	Lubbock, TX	
			Total Cost	$232,123.00	
#	Items	Quantity Required	UOM	Unit Price	Total Cost
Phase 7	McCullough			$21,240.00	
#7-1	Exterior Lights - Removal and Installation	2	EA	$375.00	$750.00
#7-2	Faucet - Installation	4	EA	$500.00	$2,000.00
#7-3	Interior Lights (Utility Room) - Removal and Installatio	1	EA	$725.00	$725.00
#7-4	Mirrors - Removal and Installation	4	EA	$385.00	$1,540.00
#7-5	Partition Doors - Removal and Installation	1	EA	$1,200.00	$1,200.00
#7-6	Sink - Removal and Installation	4	EA	$1,150.00	$4,600.00
#7-7	Toilet - Removal and Installation	5	EA	$1,575.00	$7,875.00
#7-8	Urinals - Removal and Installation	1	EA	$2,550.00	$2,550.00
Phase 8	Trinity Baseball Field (Clapp)			$21,160.00	
#8-1	Electronic Locks - Installation	2	EA	$975.00	$1,950.00
#8-2	Exhaust Fan - Removal and Installation	2	EA	$335.00	$670.00
#8-3	Exterior Lights - Removal and Installation	3	EA	$325.00	$975.00
#8-4	Faucet - Installation	2	EA	$500.00	$1,000.00
#8-5	Hand Dryer - Removal and Installation	4	EA	$1,130.00	$4,520.00
#8-6	Hand Dryer Motor - Removal and Installation	1	EA	$300.00	$300.00
#8-7	Heater - Removal and Installation	1	EA	$875.00	$875.00
#8-8	Heater Mount - Installation	1	EA	$225.00	$225.00
#8-9	Interior Lights - Removal and Installation	12	EA	$25.00	$300.00
#8-10	Mirrors - Removal and Installation	2	EA	$385.00	$770.00
#8-11	Sink - Removal and Installation	2	EA	$1,150.00	$2,300.00
#8-12	Toilet - Removal and Installation	3	EA	$1,575.00	$4,725.00
#8-13	Urinals - Removal and Installation	1	EA	$2,550.00	$2,550.00

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.

This Certification is required from a Company if the Company has 10 or more full-time employees and the contract for goods or services (which includes contracts formed through purchase orders) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

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.

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.

FEDERAL AND STATE SAFETY REGULATIONS

Contractor shall comply with all federal and state safety regulation including but not limited to Occupational, Safety and Health Administration (OSHA) and the Department of Workforce Development (DWD) regulations. This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Bus to be in violation of the FTA terms and conditions.

All Environmental Protection Agency (EPA) rules and regulations must be followed by the Contractor.

MASTER AGREEMENT

For Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53, Title 23, United States Code (Highways), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, as amended by the SAFETEA-LU Technical Corrections Act of 2008, the Transportation Equity Act for the 21st Century, as amended, the National Capital Transportation Act of 1969, as amended, the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, February 17, 2009, or other Federal laws that FTA administers.

https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements

The Master Agreement can be found in its entirety on the City of Lubbock website www.ci.lubbock.tx.us

INCOMPLETE INFORMATION

Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as information as indicated, may results in disqualification by reason of "non-responsiveness".

CONTRACTOR ACKNOWLEDGEMENT

In compliance with this solicitation, the undersigned bidder, having examined the bid documents, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met has reviewed the above information regarding:

- **Insurance Requirements**
- **Suspension and Debarment Certification**
- **Texas Government Code Section 2252.152**
- **Texas Government Code Section 2271.002**
- **Texas Government Code 2274**
- **Federal and State Regulations**
- **Master Agreement**

SUBMISSION INFORMATION

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in bid rejection.

THIS BID IS SUBMITTED BY Johnson General Contractors Group, LLC. a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Tax ID No.: 47-4458151

Address: 3907 40th St.

City: Lubbock State: Texas Zip: 79413

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

Please complete the information below.

By _____ Date: 10·20·22

Authorized Representative - must sign by hand

Officer Name and Title: Troy Johnson owner/member

Business Telephone Number 806 332 4841 FAX: N/A

E-mail Address: diamondj@suddenlink.net

City of Lubbock
ITB 23-16896-KM
Renovation of Seven (7) Restrooms at City of Lubbock Parks
Bid Tabulation Sheet

				Henthorn Commercial		Johnson General Contractors Group, LLC		OPREX Construction, LLC		Tommy Klein Construction, Inc.	
			Location	Lubbock, TX		Lubbock, TX		Lubbock, TX		Lubbock, TX	
			Total Cost	$449,367.00		$232,123.00		$499,561.18		$497,489.79	
#	Items	Quantity Required	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Phase 1	General										
#1-1	Mobilization and demobilization of materials and crew	1	LS	$151,103.00	$151,103.00	$1,400.00	$1,400.00	$20,000.00	$20,000.00	$21,875.00	$21,875.00
#1-2	Trasportation of debris to local waste facility	1	LS	$14,000.00	$14,000.00	$700.00	$700.00	$7,020.00	$7,020.00	$8,750.00	$8,750.00
#1-3	Site clean up	1	LS	$7,000.00	$7,000.00	$2,500.00	$2,500.00	$4,080.00	$4,080.00	$3,500.00	$3,500.00
#1-4	Painting of interior and exterior concrete walls, ceilling and HDPE partitions.	1	LS	$74,600.00	$74,600.00	$36,620.00	$36,620.00	$82,060.00	$82,060.00	$102,000.00	$102,000.00
#1-5	Cleaning and patching up concrete on interior floors and walls, and exterior walls. Removing lifted paint and coating in walls, floors and ceilings as necessary.	1	LS	$10,800.00	$10,800.00	$9,000.00	$9,000.00	$21,700.00	$21,700.00	$43,750.00	$43,750.00
Phase 2	Buddy Holly Recreation Area										
#2-1	Electronic Locks - Installation	2	EA	$816.00	$1,632.00	$975.00	$1,950.00	$1,426.79	$2,853.58	$1,875.00	$3,750.00
#2-2	Exhaust Fan - Installation	2	EA	$684.00	$1,368.00	$335.00	$670.00	$435.94	$871.88	$1,000.00	$2,000.00
#2-3	Exterior Lights - Removal and Installation	3	EA	$235.00	$705.00	$325.00	$975.00	$407.24	$1,221.73	$750.00	$2,250.00
#2-4	Fauce - Installation	4	EA	$352.00	$1,408.00	$500.00	$2,000.00	$1,370.47	$5,481.87	$1,593.75	$6,375.00
#2-5	Hand Dryer - Removal and Installation	4	EA	$948.00	$3,792.00	$1,130.00	$4,520.00	$1,823.89	$7,295.55	$1,593.75	$6,375.00
#2-6	Hand Dryer Motor - Removal and Installation	2	EA	$253.00	$506.00	$300.00	$600.00	$1,187.65	$2,375.30	$750.00	$1,500.00
#2-7	Heater (Men's, Women's, Chase Room) - Installation	3	EA	$1,335.00	$4,005.00	$875.00	$2,625.00	$1,770.97	$5,312.90	$2,250.00	$6,750.00
#2-8	Interior Lights - Removal and Installation	12	EA	$29.00	$348.00	$25.00	$300.00	$284.79	$3,417.48	$72.92	$875.04
#2-9	Mirrors - Removal and Installation	4	EA	$363.00	$1,452.00	$385.00	$1,540.00	$1,040.59	$4,162.36	$656.25	$2,625.00
#2-10	Motion Sensors - Removal and Installation	4	EA	$553.00	$2,212.00	$400.00	$1,600.00	$1,296.20	$5,184.80	$781.25	$3,125.00
#2-11	Partition Locks - Removal and Installation	1	EA	$126.00	$126.00	$80.00	$80.00	$844.89	$844.89	$250.00	$250.00
#2-12	Sink - Removal and Installation	4	EA	$1,066.00	$4,264.00	$1,150.00	$4,600.00	$1,745.77	$6,983.06	$1,718.75	$6,875.00
#2-13	Toilet - Removal and Installation	5	EA	$1,957.00	$9,785.00	$1,575.00	$7,875.00	$2,439.95	$12,199.77	$2,400.00	$12,000.00
#2-14	Urinals - Removal and Installation	1	EA	$2,581.00	$2,581.00	$2,550.00	$2,550.00	$3,587.95	$3,587.95	$3,500.00	$3,500.00
#2-15	Windows - Removal and Installation	1	EA	$660.00	$660.00	$225.00	$225.00	$518.04	$518.04	$750.00	$750.00
Phase 3	Hodges										
#3-1	Exterior Lights - Removal and Installation	2	EA	$235.00	$470.00	$375.00	$750.00	$2,762.82	$5,525.64	$750.00	$1,500.00
#3-2	Faucet - Installation	4	EA	$352.00	$1,408.00	$500.00	$2,000.00	$1,370.47	$5,481.88	$1,593.75	$6,375.00
#3-3	Interior Lights (Utility Room) - Removal and Installati	1	EA	$712.00	$712.00	$725.00	$725.00	$3,008.21	$3,008.21	$72.92	$72.92
#3-4	Mirrors - Removal and Installation	4	EA	$363.00	$1,452.00	$385.00	$1,540.00	$2,507.52	$10,030.08	$656.25	$2,625.00
#3-5	Sink - Removal and Installation	4	EA	$1,066.00	$4,264.00	$1,150.00	$4,600.00	$1,745.77	$6,983.08	$1,718.75	$6,875.00
#3-6	Toilet - Removal and Installation	5	EA	$1,957.00	$9,785.00	$1,575.00	$7,875.00	$2,439.95	$12,199.75	$2,400.00	$12,000.00
#3-7	Urinals - Removal and Installation	1	EA	$2,581.00	$2,581.00	$2,550.00	$2,550.00	$2,798.06	$2,798.06	$3,500.00	$3,500.00
Phase 4	Mackenzie										
#4-1	Electronic Locks - Installation	4	EA	$816	$3,264.00	$975	$3,900.00	$1,222.00	$4,888.01	$1,875.00	$7,500.00
#4-2	Exhaust Fan - Removal and Installation	2	EA	$684	$1,368.00	$335	$670	$1,021.04	$2,042.09	$1,000.00	$2,000.00
#4-3	Exterior Lights - Removal and Installation	3	EA	$235	$705	$325	$975	$992.34	$2,977.03	$750	$2,250.00
#4-4	Faucet - Installation	4	EA	$352	$1,408.00	$500	$2,000.00	$1,370.47	$5,481.87	$1,593.75	$6,375.00
#4-5	Heater (Men's, Women's, Chase Room) - Installation	3	EA	$1,335.00	$4,005.00	$875	$2,625.00	$1,566.18	$4,698.54	$2,250.00	$6,750.00
#4-6	Interior Lights - Removal and Installation	12	EA	$29	$348	$25	$300	$869.89	$10,438.71	$72.92	$875.04
#4-7	Mirrors - Removal and Installation	4	EA	$363	$1,452.00	$385	$1,540.00	$835.80	$3,343.21	$656.25	$2,625.00
#4-8	Motion Sensors - Removal and Installation	1	EA	$553	$553	$400	$400	$816.41	$816.41	$781.25	$781.25
#4-9	Sink - Removal and Installation	4	EA	$1,066.00	$4,264.00	$1,150.00	$4,600.00	$1,745.77	$6,983.06	$1,718.75	$6,875.00
#4-10	Toilet - Removal and Installation	5	EA	$1,957.00	$9,785.00	$1,575.00	$7,875.00	$2,439.95	$12,199.77	$2,400.00	$12,000.00
#4-11	Urinals - Removal and Installation	1	EA	$2,581.00	$2,581.00	$2,550.00	$2,550.00	$2,798.06	$2,798.06	$3,500.00	$3,500.00
Phase 5	Mae Simmons										
#5-1	Drinking Fountain - Installation	1	EA	$2,274.00	$2,274.00	$2,355.00	$2,355.00	$3,198.71	$3,198.71	$3,125.00	$3,125.00
#5-2	Electronic Locks - Installation	2	EA	$816	$1,632.00	$975	$1,950.00	$1,201.11	$2,402.21	$1,875.00	$3,750.00
#5-3	Exhaust Fan - Removal and Installation	2	EA	$684	$1,368.00	$335	$670	$1,000.15	$2,000.29	$1,000.00	$2,000.00
#5-4	Exterior Lights - Removal and Installation	3	EA	$235	$705	$325	$975	$1,370.47	$4,111.41	$750	$2,250.00
#5-5	Faucet - Installation	4	EA	$852	$3,408.00	$500	$2,000.00	$1,260.47	$5,041.87	$1,593.75	$6,375.00
#5-6	Heater (Men's, Women's, Chase Room) - Installation	3	EA	$1,335.00	$4,005.00	$875	$2,625.00	$1,545.28	$4,635.85	$2,550.00	$7,650.00
#5-7	Interior Lights - Removal and Installation	12	EA	$29	$348	$25	$300	$849.00	$10,187.95	$72.92	$875.04
#5-8	Mirrors - Removal and Installation	4	EA	$363	$1,452.00	$385	$1,540.00	$814.91	$3,259.63	$656.25	$2,625.00
#5-9	Partition Locks - Removal and Installation	1	EA	$126	$126	$80	$80	$619.21	$619.21	$250	$250
#5-10	Sink - Removal and Installation	4	EA	$1,066.00	$4,264.00	$1,150.00	$4,600.00	$645.77	$2,583.06	$1,718.75	$6,875.00
#5-11	Toilet - Removal and Installation	5	EA	$1,957.00	$9,785.00	$1,575.00	$7,875.00	$2,439.95	$12,199.77	$2,400.00	$12,000.00
#5-12	Urinals - Removal and Installation	1	EA	$2,581.00	$2,581.00	$2,550.00	$2,550.00	$2,798.06	$2,798.06	$3,500.00	$3,500.00
Phase 6	McAlister										
#6-1	Electronic Locks - Installation	2	EA	$816.00	$1,632.00	$975.00	$1,950.00	$1,201.11	$2,402.21	$1,875.00	$3,750.00
#6-2	Exhaust Fan - Removal and Installation	2	EA	$684.00	$1,368.00	$335.00	$670.00	$1,000.15	$2,000.29	$1,000.00	$2,000.00
#6-3	Exterior Doors - Removal and Installation	2	EA	$1,620.00	$3,240.00	$3,550.00	$7,100.00	$1,233.01	$2,466.01	$1,375.00	$2,750.00
#6-4	Exterior Lights - Removal and Installation	3	EA	$235.00	$705.00	$325.00	$975.00	$971.45	$2,914.34	$750.00	$2,250.00
#6-5	Faucet - Installation	4	EA	$352.00	$1,408.00	$500.00	$2,000.00	$1,370.47	$5,481.87	$1,593.75	$6,375.00
#6-6	Heater (Men's, Women's, Chase Room) - Installation	3	EA	$1,335.00	$4,005.00	$875.00	$2,625.00	$1,545.28	$4,635.85	$2,550.00	$7,650.00
#6-7	Interior Lights - Removal and Installation	12	EA	$29.00	$348.00	$24.00	$288.00	$849.00	$10,187.95	$72.92	$875.04
#6-8	Mirrors - Removal and Installation	4	EA	$363.00	$1,452.00	$385.00	$1,540.00	$814.91	$3,259.63	$656.25	$2,625.00
#6-9	Sink - Removal and Installation	4	EA	$1,066.00	$4,264.00	$1,150.00	$4,600.00	$1,745.77	$6,983.06	$1,718.75	$6,875.00
#6-10	Toilet - Removal and Installation	5	EA	$1,957.00	$9,785.00	$1,575.00	$7,875.00	$2,439.95	$12,199.77	$2,400.00	$12,000.00
#6-11	Urinals - Removal and Installation	1	EA	$2,581.00	$2,581.00	$2,550.00	$2,550.00	$2,798.06	$2,798.06	$3,500.00	$3,500.00
#6-12	Windows - Removal and Installation	1	EA	$660.00	$660.00	$225.00	$225.00	$165.00	$165.00	$750.00	$750.00

City of Lubbock
ITB 23-16896-KM
Renovation of Seven (7) Restrooms at City of Lubbock Parks
Bid Tabulation Sheet

				Henthorn Commercial		Johnson General Contractors Group, LLC		OPREX Construction, LLC		Tommy Klein Construction, Inc.	
			Location	Lubbock, TX		Lubbock, TX		Lubbock, TX		Lubbock, TX	
			Total Cost	$449,367.00		$232,123.00		$499,561.18		$497,489.79	
#	Items	Quantity Required	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Phase 7	McCullough										
#7-1	Exterior Lights - Removal and Installation	2	EA	$235.00	$470.00	$375.00	$750.00	$2,480.72	$4,961.44	$750.00	$1,500.00
#7-2	Faucet - Installation	4	EA	$352.00	$1,408.00	$500.00	$2,000.00	$1,370.47	$5,481.87	$1,593.75	$6,375.00
#7-3	Interior Lights (Utility Room) - Removal and Installatic	1	EA	$712.00	$712.00	$725.00	$725.00	$2,726.11	$2,726.11	$72.92	$72.92
#7-4	Mirrors - Removal and Installation	4	EA	$363.00	$1,452.00	$385.00	$1,540.00	$2,225.42	$8,901.68	$656.25	$2,625.00
#7-5	Partition Doors - Removal and Installation	1	EA	$960.00	$960.00	$1,200.00	$1,200.00	$2,359.72	$2,359.72	$875.00	$875.00
#7-6	Sink - Removal and Installation	4	EA	$1,066.00	$4,264.00	$1,150.00	$4,600.00	$1,745.77	$6,983.06	$1,718.75	$6,875.00
#7-7	Toilet - Removal and Installation	5	EA	$1,957.00	$9,785.00	$1,575.00	$7,875.00	$2,439.95	$12,199.77	$2,400.00	$12,000.00
#7-8	Urinals - Removal and Installation	1	EA	$2,581.00	$2,581.00	$2,550.00	$2,550.00	$2,798.06	$2,798.06	$3,500.00	$3,500.00
Phase 8	Trinity Baseball Field (Clapp)										
#8-1	Electronic Locks - Installation	2	EA	$816.00	$1,632.00	$975.00	$1,950.00	$1,201.11	$2,402.21	$1,875.00	$3,750.00
#8-2	Exhaust Fan - Removal and Installation	2	EA	$684.00	$1,368.00	$335.00	$670.00	$1,000.15	$2,000.29	$1,000.00	$2,000.00
#8-3	Exterior Lights - Removal and Installation	3	EA	$235.00	$705.00	$325.00	$975.00	$1,070.21	$3,210.62	$750.00	$2,250.00
#8-4	Faucet - Installation	2	EA	$352.00	$704.00	$500.00	$1,000.00	$1,370.47	$2,740.94	$1,593.75	$3,187.50
#8-5	Hand Dryer - Removal and Installation	4	EA	$948.00	$3,792.00	$1,130.00	$4,520.00	$1,598.21	$6,392.82	$1,593.75	$6,375.00
#8-6	Hand Dryer Motor - Removal and Installation	1	EA	$253.00	$253.00	$300.00	$300.00	$961.97	$961.97	$750.00	$750.00
#8-7	Heater - Removal and Installation	1	EA	$1,335.00	$1,335.00	$875.00	$875.00	$1,008.61	$1,008.61	$2,550.00	$2,550.00
#8-8	Heater Mount - Installation	1	EA	$140.00	$140.00	$225.00	$225.00	$608.10	$608.10	$450.00	$450.00
#8-9	Interior Lights - Removal and Installation	12	EA	$29.00	$348.00	$25.00	$300.00	$849.00	$10,187.95	$72.92	$875.04
#8-10	Mirrors - Removal and Installation	2	EA	$363.00	$726.00	$385.00	$770.00	$814.91	$1,629.81	$656.25	$1,312.50
#8-11	Sink - Removal and Installation	2	EA	$1,066.00	$2,132.00	$1,150.00	$2,300.00	$1,745.77	$3,491.53	$1,718.75	$3,437.50
#8-12	Toilet - Removal and Installation	3	EA	$1,957.00	$5,871.00	$1,575.00	$4,725.00	$2,439.95	$7,319.86	$2,400.00	$7,200.00
#8-13	Urinals - Removal and Installation	1	EA	$2,581.00	$2,581.00	$2,550.00	$2,550.00	$2,798.06	$2,798.06	$3,500.00	$3,500.00

Purchasing and Contract Management

Project Summary

ITB 23-16869-KM
Renovation of Seven (7) Restrooms at City of Lubbock Parks

Notice was published in the Lubbock Avalanche Journal on October 16 & October 23, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from October 14, 2022 to November 03, 2022.
3 individuals attended the pre-proposal/pre-bid meeting.
29 vendors downloaded the documents using Bonfire.com.
9 vendors were notified separately.
4 vendors submitted bids.

City of Lubbock, TX
Capital Project
Project Cost Detail
January 10, 2023

Capital Project Number:	92768
Capital Project Name:	Restroom Replacement/Renovations - ARPA

Encumbered/Expended	**Budget**
Newspaper Ad for ITB	$ 270
CXT Restroom Replacements	517,395
Agenda Item January 10, 2023	
Johnson General Contractors Restroom Renovations	
General	50,220
Buddy Holly Recreation Area	32,110
Hodges Park	20,040
Mackenzie Park	27,435
Mae Simmons Park	27,520
McAlister Park	32,398
McCullough Park	21,240
Trinity Baseball Field (Clapp Park)	21,160
Encumbered/Expended To Date	749,788
Estimated Costs for Remaining Appropriation	
Engineering and Design	150,212
Remaining Appropriation	150,212
Total Appropriation	$ 900,000

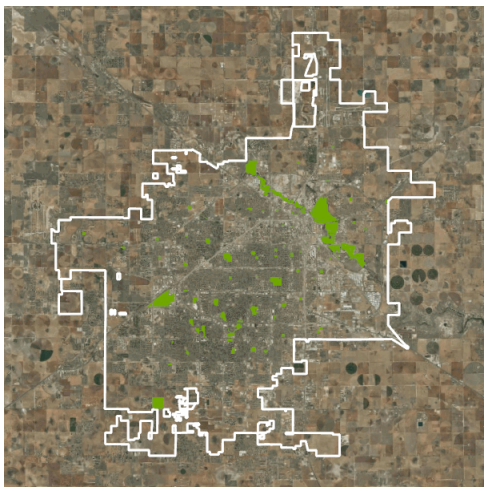
Project Name **ARPA Parks - Restroom Replacement/Renovations** *Project Number* **92768**

Managing Department **Park Development**

Project Manager **Kalee Robinson**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

Restrooms to be replaced include:
- Aztlan Park
- Higinbotham Park
- Clapp Park
- Mackenzie Park (North)
- Maxey Park

Restrooms to be renovated include:
- Mackenzie Park (West)
- Clapp Park (Trinity Ball Field)
- Mae Simmons Park
- McAlister Park
- McCullough Park
- Buddy Holly Rec Area
- Hodges Park

Project Justification

These funds will be used to renovate or replace 12 stand-alone restrooms throughout the City's park system. Staff has systematically identified restrooms that qualify for replacement/renovation.

Project History

$900,000 was appropriated in the FY 2021-22, Budget Amendment No. 24, Ord. No. 2022-O0071, May 10, 2022.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Project Amount
Construction	900,000	0	0	0	0	0	0	900,000
Total Project Appropriation	900,000	0	0	0	0	0	0	900,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Funding
American Rescue Plan Act Funding	900,000	0	0	0	0	0	0	900,000
Total Funding Sources	900,000	0	0	0	0	0	0	900,000

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31071215, with GTS Technology Solutions, Inc., for the purchase of twenty video recording systems for the Lubbock Police Department patrol vehicles.

Item Summary

This Purchase Order is for 20 Panasonic I-Pro (VPU4000) Video Recording Systems. These units will provide mobile video evidence capture for LPD Patrol Vehicles. Fifteen units will be installed in new LPD Patrol Vehicles purchased on the Fiscal Year 2021-2022 Vehicle Replacement Schedule, and five units will be installed in existing LPD Patrol Vehicles.

The twenty units, valued at $108,286.80, will be acquired from GTS Technology Solutions of Austin, Texas.

This purchase is made available through the State of Texas Department of Information Resource (DIR) Contract DIR-CPO-4697. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other Information Technology purchases through the DIR program. Pursuant to Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

Purchase Order No. 31071215 for $108,286.80, is funded in Capital Improvement Project 92722, the General Fund Vehicle Replacement FY 2021-2022 America Rescue Plan Act (ARPA).

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Dominic Esperat, Director of Fleet Operations

Attachments

Resolution
PO 31071215
11257_92722_Budget_Detail (c)
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. 31071215 in accordance with DIR-CPO-4697 for the purchase of video recording systems, by and between the City of Lubbock and GTS Technology Solution, Inc. of Austin, TX 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, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PurchaseOrd 31071215 Video Recording Systems
01.03.22

City of Lubbock TEXAS

PURCHASE ORDER

Date - 12/29/2022

Order Number 31071215 000 OP

Branch/Plant 3526

TO: GTS TECHNOLOGY SOLUTIONS INC
PO BOX 660003
DEPT 6877
DALLAS TX 75266

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 12/29/2022 Freight .

Requested 1/31/2023 Taken By E GARCIA

Delivery PER B RODRIGUEZ REQ 59670 PUR 17072/ DIR-CPO-4697

If you have any questions, please contact Breana Rodriguez. Email: BreanaRodriguez@mylubbock.us Phone: 806-775-2374

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Panasonic Recording Unit	20.000	2,796.2000	EA	55,924.00	1/31/2023
5735-inv					
Arbitrator	20.000	892.1100	EA	17,842.20	1/31/2023
5735-inv					
Back Seat Camera	20.000	387.6400	EA	7,752.80	1/31/2023
5735-inv					
Power Dist Box Battery	20.000	631.4600	EA	12,629.20	1/31/2023
5735-inv					
Panorama Shark Fin Antenna	20.000	333.1700	EA	6,663.40	1/31/2023
5735-inv					
Software Maintenance & Support	20.000	360.8300	EA	7,216.60	1/31/2023
5735-inv					
SSD Reader	1.000	258.6000	EA	258.60	1/31/2023
5735-inv					

Total Order

Terms NET 30

108,286.80

City of Lubbock TEXAS

PURCHASE ORDER

Date - 12/29/2022

Order Number 31071215 000 OP

Branch/Plant 3526

TO: GTS TECHNOLOGY SOLUTIONS INC
PO BOX 660003
DEPT 6877
DALLAS TX 75266

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	12/29/2022	Freight	.
Requested	1/31/2023	Taken By	E GARCIA
Delivery	PER B RODRIGUEZ REQ 59670		PUR 17072/ DIR-CPO-4697

This purchase order encumbers funds in the amount of $108,286.80 awarded to GTS Technology Solutions, Inc. of Austin, TX, on _____, 2023. The following is incorporated into and made part of this purchase order by reference: Quote - QT0086751. dated November 7 2022, from GTS Technology Solutions, Inc. of Austin, TX, and DIR Contract DIR-CPO-4697.

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

GTS
TECHNOLOGY SOLUTIONS

Quote

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote #:	**QT0086751**
Date:	11/7/2022
Delivery Date:	
Expire Date:	1/31/2023
Customer ID:	TXCLUB13002
Sales Contact:	Jacob Jiongo

QUOTE FOR:	SHIP TO:
City of Lubbock	City of Lubbock

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	JD Rowell
	SHIPPING TERMS	**SHIP VIA**

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	WJ-VPU4000: PANASONIC I-PRO SENSING SOLUTIONS CORPORATION OF AMERICA : VPU4000 RECORDING UNIT ONLY	DIR-CPO-4697	20.00	EACH	$2,796.20	$55,924.00
2	WV-VC35: PANASONIC I-PRO SENSING SOLUTIONS CORPORATION OF AMERICA : ARBITRATOR IN-CAR AS-1 COMPATIBLE CAMERA	DIR-CPO-4697	20.00	EACH	$892.11	$17,842.20
3	WV-VC31: PANASONIC I-PRO SENSING SOLUTIONS CORPORATION OF AMERICA : BACK SEAT CAMERA	DIR-CPO-4697	20.00	EACH	$387.64	$7,752.80
4	IPS-ICV4-ACC: PANASONIC I-PRO SENSING SOLUTIONS CORPORATION OF AMERICA : I-PRO ACC KIT FOR VPU4000, 256GB SSD, POWER DIST BOX, BATTERY BKUP, 25 ETHERNET X3	DIR-CPO-4697	20.00	EACH	$631.46	$12,629.20
5	IPS-ICV4-ANT-BL: PANASONIC I-PRO SENSING SOLUTIONS CORPORATION OF AMERICA : PANORAMA SHARK FIN FOR ICV4000, 4 WLAN, 1 BT, 1 GPS BLACK	DIR-CPO-4697	20.00	EACH	$333.17	$6,663.40
6	ARB-SOFUDEICV-OP3: PANASONIC I-PRO SENSING SOLUTIONS CORPORATION OF AMERICA : ICV ON-PREM DEVICE LIC 3 YRS, INCL. UNIFIED DIGITAL EVIDENCE W/ CLOUD DEVICE MGMT, STREAMING AND BASIC REDACTION. SERVICE ENTITLEMENTS: 24X7 HELP DESK, SOFTWARE MAINT & SUPPORT	DIR-CPO-4697	20.00	EACH	$360.83	$7,216.60
7	IPS-ICV4-SSDREAD: PANASONIC I-PRO SENSING SOLUTIONS CORPORATION OF AMERICA : ICV4 VPU4000 SSD READER	DIR-CPO-4697	1.00	EACH	$258.60	$258.60

Total Weight (EACH):	0	**Sales Total:**	$108,286.80
Total Volume (EACH):	0	**Freight & Misc.:**	$0.00
		Tax Total:	$0.00
		Total (USD):	$108,286.80

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.

City of Lubbock, TX
Capital Project
January 10, 2023

Capital Project Number:	92722
Capital Project Name:	General Fund Vehicle Replacement FY 21-22 - ARPA

	Budget
Encumbered/Expended	
6 Units 2022 Ford Explorer (5 - 5731, 1 - 5713)	$203,669
41 Units 2022 Ford Explorer (5735)	1,573,334
GT Distributors Lighting and Accessories (5735)	542,659
41 Units Raptor Radars (5735)	73,895
4 Units Half Ton Pick Up (5731)	113,772
1 Unit Half Ton SSV Pick Up (5735)	40,215
1 Unit Half Ton Pick Up (5719)	33,392
1 Unit Rosenbauer101' Platform Ladder (5615)	1,394,490
2 Unit Rosenbauer 1250 GPM Custom Pumpers (5615)	1,679,038
3 Units 2022 Dodge Durango V6 Spec 2	109,485
1 Unit 2022 Dodge Durango V6 Spec1	36,519
2022 RAM 1500 SSV Spec 1	39,141
2022 RAM 1500 SSV Spec 1	40,500
Shipping Charges (6 vehicles)	1,950
BuyBoard Fee	400
1 PackCat Landing Craft Boat (5615)	276,233
Agenda Item January 10, 2023	
20 sets of police video recording system (5735)	108,287
Encumbered/Expended To Date	6,266,979
Estimated Costs for Remaining Appropriation	
Vehicles and Equipment	94,210
Remaining Appropriation	94,210
Total Appropriation	$6,361,189

Project Name **General Fund Vehicle Replacement FY 21-22 - ARPA** *Project Number* **92722**

Managing Department **Fleet Maintenance**

Project Manager

Project Classification **Replacement Equipment/Fleet**

Project Status **Approved**

Project Scope
This project is for the annual vehicle replacement for the General Fund.

5615 Lubbock Fire Rescue
(1) E1- 95' Platform (replacing 82008178) - $1,400,000
(2) E-1 Pumper (replacing 82008175 and 82008176) - $1,680,000

5713 Police Training
(1) Mid-size SUV (replacing 12009308) - $35,000

5719 Police Special Operations
(1) 1/2 ton, extended cab, 4x4 PU (replacing 12013061) - $32,000

5731 Police Investigations
(3) 1/2 ton, extended cab PU (replacing 12011117, 12006129 and 12006130) - $96,000
(5) Mid-size SUV (replacing 12008018, 12008067, 12009009, 12010077, and 12010088) - $175,000

5735 Police Patrol
(41) Patrol SUV (replacing 12008055, 12009033, 12009046, 12009056, 12009058, 12009063, 12009079, 12009087, 12009101, 12009106, 12009122, 12009123, 12009141, 12010101, 12010110, 12011045, 12011051, 12011053, 12011054, 12011057, 12011063, 12011067, 12011070, 12011072, 12011078, 12011084, 12011086, 12011089, 12011099, 12011102, 12011103, 12011138, 12012013, 12012017, 12012023, 12012027, 12012034, 12012038, 12012042, 12013016, 12013039, and 12011069) - $2,460,000
(1) 1/2 ton, crew cab, 4x4 pickup (replacing 12011138) - $50,000
(4) Dodge Durango PPV's - $253,637
(2) Ram 1500 SSV's - $125,907

Replacement of vehicles and equipment that are at the end of their useful life.

Project Justification

Project History
$5,928,000 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-O0126, October 1, 2021.
$381,895 was appropriated in the FY 2021-22, Budget Amendment No. 16, Ord. 2022-O0028, March 22, 2022.
$51,294 was appropriated in the FY 2022-23 Budget, BCR# 2023-5, December 15, 2022.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Project Amount
Other Activities	6,361,189	0	0	0	0	0	0	6,361,189
Total Project Appropriation	6,361,189	0	0	0	0	0	0	6,361,189

Project Name **General Fund Vehicle Replacement FY 21-22 - ARPA** *Project Number* **92722**

Funding Detail	Funding to Date	FY 2022-23	Unappropriated Planning Years FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Funding
American Rescue Plan Act Funding	6,309,895	0	0	0	0	0	0	6,309,895
FY 2018 Fleet Cash	51,294	0	0	0	0	0	0	51,294
Total Funding Sources	6,361,189	0	0	0	0	0	0	6,361,189

Operating Budget Impact	FY 2022-23	Unappropriated Planning Years FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	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 - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31071276, with Grapevine Dodge Chrysler Jeep, LLC, for the purchase of nineteen 1/2 ton Pickup Trucks.

Item Summary

In response to ITB 23-16994-SB, 19 Half-Ton Pickup Trucks, the following bids were received:

Line Item 2: 9 ½ Ton Pickup Trucks, Regular Cab, Short Bed, 4x2
3 Pickup Trucks for Codes Administration to replace 3 2010 Pickup Trucks that are in need of extensive repairs and past their useful lives.
1 Pickup Truck for Engineering Inspection Services to replace a 2002 Pickup Truck that is need of extensive repairs and past its useful life.
1 Pickup Truck for the Civic Center to replace a 2003 Pickup Truck that is need of extensive repairs and past its useful life.
3 Pickup Trucks for Park Maintenance to replace 3 Pickup Trucks (2000, 2002, & 2003) that are in need of extensive repairs and past their useful lives.
1 Pickup Truck for Park Maintenance-Indoor Recreation to replace a 2000 Pickup Truck that is need of extensive repairs and past its useful life.

Vendor	Total Price
Grapevine Dodge Chrysler Jeep, Grapevine, Texas	$34,758.x 9 Units = $312,822
Chalmers Ford. Rio Ranch, New Mexico	$35,451 x 9 Units = $319,059
Caldwell Country Ford, Rockdale, Texas	$39,240 x 9 Units = $353,160

Line Item 3: 2 ½ Ton Pickup Trucks, Extended Cab, Short Bed, 4x4
1 Pickup Truck for Park Maintenance to replace a 2008 Pickup Truck that is in need of extensive repairs and past its useful life.
1 Pickup Truck for Police Investigations to replace a 2006 Pickup Truck that is in need of extensive repairs and past its useful life.

Vendor	Total Price
Grapevine Dodge Chrysler Jeep, Grapevine, Texas	$42,325 x 2 Units = $84,650
Chalmers Ford. Rio Ranch, New Mexico	$43,202 x 2 Units = $86,404
Caldwell Country Ford, Rockdale, Texas	$46,235 x 2 Units = $92,470

Line Item 4: 3 ½ Ton Pickup Trucks, Extended Cab, Short Bed, 4x2
1 Pickup Truck for Building Safety to replace a 2008 Pickup Truck that is in need of extensive repairs and past its useful life.
1 Pickup Truck for Engineering Inspection Services to replace a 2011 Pickup Truck that is in need of extensive repairs and past its useful life.
1 Pickup Truck for Engineering Inspection Services as an additional vehicle to their fleet.

Vendor	Total Price
Grapevine Dodge Chrysler Jeep, Grapevine, Texas	$39,403 x 3 Units = $118,209
Chalmers Ford of Rio Ranch, New Mexico	$39,614 x 3 Units = $118,842
Caldwell Country Ford, Rockdale, Texas	$42,975 x 3 Units = $128,925

Line Item 5: 2 Red ½ Ton Pickup Trucks, Crew Cab, Short Bed, 4x4
2 Red Pickup Trucks for Lubbock Fire Rescue to replace 2 Pickup Trucks (2007 & 2009), that are in need of extensive repairs and past their useful lives.

Vendor	Total Price
Grapevine Dodge Chrysler Jeep, Grapevine, Texas	$41,544 x 2 Units = $83,088
Chalmers Ford of Rio Ranch, New Mexico	$46,846 x 2 Units = $93,692
Caldwell Country Ford, Rockdale, Texas	$49,065 x 2 Units = $98,130

Line Item 6: 3 White ½ Ton Pickup Trucks, Crew Cab, Short Bed, 4x4
2 White Pickup Trucks for Lubbock Fire Rescue to replace 2 Pickup Trucks (2010 & 2011), that are in need of extensive repairs and past their useful lives.
1 White Pickup Trucks for Lubbock Fire Rescue as an additional vehicle to their fleet.

Vendor	Total Price
Grapevine Dodge Chrysler Jeep, Grapevine, Texas	$41,544 x 3 Units = $124,632
Chalmers Ford of Rio Ranch, New Mexico	$46,846 x 3 Units = $140,538
Caldwell Country Ford, Rockdale, Texas	$49,065 x 3 Units = $147,195

Fleet Staff recommends awarding to the lowest bidder who met or exceeded all specifications, Grapevine Dodge Chrysler Jeep of Grapevine, Texas, for Line Items 2, 3, 4, 5, and 6.

The total cost for all 19 trucks will be $723,401.

Fiscal Impact
Purchase Order 31071276 for $723,401 is funded in the following Capital Improvement Projects:
$34,758 is funded in CIP 92786.9220.40000, Civic Center Vehicle Replacement Fund for Fiscal Year 2022-2023.
$668,643 is funded in CIP 92787.9220.40000, General Fund Vehicle Replacement for Fiscal Year 2022-2023.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Dominic Esperat, Director of Fleet Operations

Attachments

Resolution
Purchase Order
Budget Detail
Budget Detail
Project Summary
Draft Tab

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. 31071276 in accordance with ITB 23-16994-SB for the purchase of nineteen (19) ½ ton pickups, by and between the City of Lubbock and Grapevine DCJ, LLC of Grapevine, TX 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, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.PurchaseOrd 31071276 Nineteen (19) ½ Ton Pickups
01.04.22

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 1/4/2023
Order Number 31071276 000 OP
Branch/Plant 3526

TO: GRAPEVINE DCJ LLC
2601 WILLIAM D TATE
GRAPEVINE TX 76051

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 1/4/2023 Freight

Requested 8/8/2023 Taken By S BALLANCE

Delivery PER B RODRIGUEZ, REQ 59697 ITB 23-16994-SB

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 Ram 1500 Regular Cab 4x2	9.000	34,758.0000	EA	312,822.00	8/8/2023
2023 Ram Classic Crew SSV Red	2.000	41,544.0000	EA	83,088.00	8/8/2023
2023 Ram Classic Crew SSV Whit	3.000	41,544.0000	EA	124,632.00	8/8/2023
2023 Ram 1500 Extended Cab 4x4	2.000	42,325.0000	EA	84,650.00	8/8/2023
2023 Ram 1500 Extended Cab 4x2	3.000	39,403.0000	EA	118,209.00	8/8/2023

Total Order

Terms NET 30

723,401.00

This purchase order encumbers funds in the amount of $723,401.00 awarded to Grapevine DCJ, LLC of Grapevine, TX, on _____, 2023. The following is incorporated into and made part of this purchase order by reference: Quote dated December 06, 2022, from Grapevine DCJ, LLC of Grapevine, TX, and ITB 23-16994-SB.

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(e) 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

City of Lubbock, TX
Purchasing and Contract Management
SPECIFICATIONS FOR VEHICLES AND EQUIPMENT
GENERAL INFORMATION, REQUIREMENTS AND CONDITIONS

1. SCOPE: The specifications attached are for automobiles, trucks and industrial equipment required by the City of Lubbock. Bids shall meet or exceed the minimum requirements for the equipment described by the specification attached. All inquiries made concerning the specifications shall be made to the Director of Purchasing and Contract Management or designee. Although it is not a requirement for quotation, vendors are strongly encouraged to attend the scheduled pre-bid meeting covering the equipment specified.

2. APPLICABLE SPECIFICATIONS, STANDARDS, RULES AND REGULATIONS

   Automobiles and trucks shall meet or exceed the minimum requirements of the specification and all applicable requirements of Federal Motor Vehicle Safety Standards (Public Law 89-563). All requirements of these specifications shall be met unless they are in conflict with the applicable Federal Motor Vehicle Standards.

   Equipment furnished for the specification shall meet 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.

   Automobiles and trucks furnished to this specification shall be provided with lamps, signals and reflectors as specified in the Texas "Uniform Act Regulating Traffic on Highways", (VTCS 6701d as may be amended, modified, and/or codified).

   Vehicles, including station wagons designed or used primarily for the transportation of persons, that have a wheelbase longer than 113 inches or that have more than 145 SAE net horsepower, may not be furnished to this specification (Section 3.29, Article 601b, VTCS as may be amended, modified and/or codified). This provision does not apply to the purchase or lease of vehicles used primarily for criminal law enforcement, or a bus, motorcycle, pickup, van, truck, three-wheel, tractor, or ambulance.

   Reference to specifications, standards, and test methods shall be to those in effect on the date of the Invitation for Bids. The following publications form a part of this specification to the extent specified herein:

   ASTM Standards - American Society for Testing and Materials, 1916 Race Street, Philadelphia, Pennsylvania 19103:

   ASTM A 606 - Standard Specification for Steel sheet and Strip, Hot-Rolled and Cold Rolled, High Strength, Low-Alloy, with improved Corrosion Resistance.

   ASTM A 607 - Standard Specification for Steel Sheet and Strip, Hot-Rolled and Cold-Rolled, High Strength, Low-Alloy Columbium and Vanadium.

   Federal Publications - Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402.

   FMVSS - Federal Motor Vehicle Safety Standards (Public Law 89-563):

   (a) No. 108 - Lamps, Reflective Devices, and Associated Equipment.

   (b) No. 209 - Seat Belt Assemblies for Passenger Cars, Multipurpose Passenger Vehicles, Trucks, and Buses.

   (c) No. 210 - Seat Belt Assembly Anchorage's - Passenger Cars, Multipurpose Passenger Vehicles, Trucks, and Buses.

   (d) No. 301-75 - Fuel System Integrity.

   Federal Standards:

   (a) No. 595 - Colors

   CFR - Code of Federal Regulations, Title 40, Part 85 - Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency.

   DOT - Department of Transportation, Title 49, Part 393 - Liquid fuel Systems of Commercial Motor Vehicles, Certification of Fuel Tank.

   OSHA - Occupational Safety and Health Administration - Construction Safety and Health Regulations Section

1926.601 - Motor Vehicles.

SAE - Society of Automotive Engineers, 400 Commonwealth Drive, Warrendale, Pennsylvania 15096:

J377 - SAE Standard - Performance of Vehicle Traffic Horns.

TBEA - Truck Body Equipment Association, 5530 Wisconsin Avenue, Suite 120, Washington D.C. 20015:

VTCS - Vernon's Texas Civil Statutes - West Publishing Company, P.O. Box 2239, Kansas City, Missouri 64142:

VTCS - 670ld, as may be amended, modified, and/or codified - Uniform Act Regulating Traffic on Highways.

3. GENERAL INFORMATION AND REQUIREMENTS

The vehicles furnished under this specification shall be either new or current production models and shall be of good quality workmanship and material. The bidder represents that all units offered under this specification shall meet or exceed the minimum requirements specified for each vehicle series listed.

Successful bidders shall furnish automobiles and trucks equipped exactly as listed in this specification and with any other requirements specified in the Invitation for Bids. The vehicles shall be completely assembled, serviced, adjusted, and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation. Standard equipment means those components and accessories usually and ordinarily furnished without additional cost on regular production models. **Each vehicle must be supplied with an owner/operator manual. Bids are to include unit pricing for one set of manufacturer's repair, parts and service manuals (on CD-ROM).**

No equipment mounted on trucks shall, under any circumstances, be welded to the vehicle at any point between the front of the front spring hanger and the rear of the rear spring hanger. Also, all holes for bolting must be drilled in the accepted manner and the burning of said holes shall not be acceptable under any condition. Further, no holes shall be drilled in top or bottom flange of truck frame unless drilling is confined to the section behind the rearmost attachment of the rear spring hangers. Welding or torch cutting shall be confined to "boxing" the rear end of truck frame (as required for dump equipment to allow full dumping angle). All such work shall be confined to area behind rear spring hangers. Mounting strip between hoist sub-frame of dump body and truck frame may have flame cut holes to countersink rivets on truck frame. Chassis frame rivets shall not be removed or cut flush with frame for any reason.

Quantities, color, mounting and other requirements for lamps, signals, and reflectors shall be as specified for vehicles by Federal Motor Vehicle Safety Standard No. 108.

Reflectors and clearance, side-marker and identification lamps for vehicles requiring same shall also meet the following requirements. Reflectors must be housed type with screw or bolt type mounting. Stick-on type is not acceptable. Surface-mounted clearance and side-marker lamps must be metal armored type. Recess mounted side-marker and clearance lamps must be recessed sufficiently to provide protection for the lens. Lenses for side-marker and clearance lamps shall be secured to the lamp by a fastening method which requires a tool to remove the lens.

All electrical wiring shall be insulated and enclosed in a fibrous loom, plastic loom, or flexible conduit for protection from external damage and short circuits. It shall be securely fastened at sufficient intervals to prevent sagging and insure clearance of mechanical parts. Routing of the wiring through the cab, frame, body, compartment box, and the like shall be placed in such a manner so as not to interfere with normal operation and use, or present a safety hazard.

Tires shall be of the type of construction specified under the applicable specification or General Requirements for each series. All tires shall be new and the tread style furnished shall be the tire manufacturer's standard design for original equipment line of tires unless otherwise specified in the specifications. All tires shall be of the quality known as "Original Equipment Line". All tires and wheels shall be properly balanced prior to delivery of the unit.

Motorized vehicles shall be delivered with not less than one quarter (1/4) tank of fuel.

Highway legal vehicles required to display a State of Texas, Department of Public Safety, inspection sticker, shall be furnished with same at time of delivery to the City. Vehicles qualifying for a two-year inspection sticker shall be furnished with the two-year version.

Vehicles equipped with multiple-piece rims will not be accepted.

Calcium hybrid type batteries shall be standard equipment on all equipment furnished as per the attached specification.

Each vehicle, except cab and chassis units, shall be furnished with means and adequate space for attaching the rear license plate, without modifications. Illumination for the license plate shall be provided to meet Texas Department of Public Safety requirements. It shall be the responsibility of the vendor who installs the bed or body on the equipment to ensure that this requirement is met as stated above.

Each vehicle shall be equipped with a horn or horns meeting the requirements of SAE J377.

NOTE: Speedometer drive train must be properly calibrated in relation to axle ratio and tire size to give accurate readings.

4. CERTIFICATION AND COMPLIANCE

Failure on the part of the bidder to comply with any and all requirements and conditions of this specification may subject his bid to rejection. No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated as a part of the bid. Any exception must be specifically stated by the bidder as an exception with a detailed statement completely defining the exception and/or exceptions. This detailed exception must be listed on the specification in the space provided and on a separate sheet of paper, clearly labeled as an exception, along with the item number of the exception and attached to the bid. The make and model number must be shown on each bid, however, this information will not be sufficient evidence that the bidder is making an exception. If no exceptions or deviations are shown, the bidder will be required to furnish vehicles and equipment exactly as specified herein. The burden of proof of compliance with this specification shall be the responsibility of the vendor.

Bidders must submit with their bids, or have on file with the City of Lubbock, the latest printed literature on equipment the bidder proposes to furnish. This literature shall include an engine chart showing net horsepower, net torque, and other characteristics of the equipment quoted. The specifications for each piece of equipment quoted shall be returned with the quote and shall be clearly marked by each item on the specification. This document becomes a part of the evaluation process and is required for this purpose.

5. TRADE-INS

If there is a trade-in, it is offered at the City of Lubbock's option, WHERE IS AND AS IS AND WITH ALL FAULTS, and the Dealer must take possession at the location listed and remove the trade-in from City of Lubbock's premises within 30 days from delivery date of new equipment, or within such time otherwise dictated by the Contract.

The City of Lubbock makes no representation or warranty whatsoever about the condition of the trade-ins listed, either expressed or implied and no agent or employee of the City of Lubbock is authorized to make representation or warranty as to the condition of the trade-ins offered. The purchaser shall have no claim against the City of Lubbock for the condition of trade-ins offered as a part to the quote. Therefore, bidders are urged to inspect the trade-in equipment offered as a part of the quotation. Failure to do so, however, shall not impair or affect any of the terms of this Contract.

6. WARRANTY AND SERVICE

The Dealer shall furnish the receiving agency a Manufacturer's Certificate of Origin (Certificate of Title will not meet this requirement), a manufacturer's new vehicle warranty and a manufacturer's new vehicle service contract that will be honored by any of the manufacturer's authorized contractors. (The 1,000 mile inspection coupon is not required, unless otherwise specified in the Invitation for Bids). Manufacturer's new vehicle warranty as offered to the general public shall be furnished on all vehicles delivered to the City of Lubbock. Manufacturer's Certificate of Origin shall reflect the GVWR required by: (a) The particular model specification: (b) The agency's written exception; or (c) A greater GVWR required by extra equipment.

The Dealer shall furnish a copy of the manufacturer's standard warranty on major accessories such as dump, stake, platform and utility bodies, side-pak tool compartments, and toolboxes at the time of delivery.

Delayed warranties are available on vehicles. Specifying them on the Invitation for Bids will give the vendors advance notification of this requirement. Delays exceeding six (6) months are not acceptable.

Extended warranties available from manufacturer shall be offered and separately priced with response to solicitation.

IMPORTANT: BIDDER MUST SUBMIT WITH THEIR BID DETAILED WARRANTY INFORMATION FOR THE MANUFACTURER'S WARRANTY AND DETAILED WARRANTY INFORMATION FOR THE MANUFACTURER'S EXTENDED WARRANTY.

7. FLEET COLOR CHARTS

When requested, the Bidder shall furnish as a part of their bid, manufacturers standard "fleet" color charts, showing interior and exterior colors available for the equipment quoted.

8. ORDER ACKNOWLEDGEMENT

For the purchase of a factory-ordered unit, the dealer's Contract shall incorporate the following conditions, as apply to vehicles purchased for the City of Lubbock:

1. A form shall be submitted to the Lubbock City Garage that describes the exact vehicle to be ordered, with all options and accessories as requested clearly noted;
2. Within five (5) working days after receipt of purchase order by Dealer and entry into the manufacturer computer, the dealer shall submit to the city Fleet Services Manager, or his designee, a copy of the factory Order Acknowledgment or other confirmation that a factory order for the vehicle(s) was accepted and scheduled by the manufacturer for production, as specified, with the Factory Order Number generated by the manufacturer computer acknowledgement for each vehicle ordered.

The City of Lubbock purchase order, to which will be attached a copy of the vendor's bid and the full text of these Specifications, will be forwarded to the dealer for units accepted for purchase.

Failure to comply with the above conditions is cause for immediate cancellation of the order, and placing of the order for that Item of the bid with another dealer. There shall be no liability placed on the City in the event of cancellation of an order under such circumstances. The manufacturer's fleet account zone representative will be notified should any dealer fail to comply with conditions of the City's bid, or the Contract provisions.

9. INSPECTION

The vendor shall have each vehicle (except cab and chassis units delivered without bodies) properly inspected in compliance with Texas motor vehicles laws. Texas Inspection Sticker shall be attached prior to delivery to the receiving entity (2 year Inspection Sticker for vehicles through ¾-ton pickups and 1 year Inspection Sticker for 1-ton trucks and up, excluding cab and chassis units delivered without bodies.

Receiving entity should check the vehicle upon delivery to ensure compliance with this and attached specifications. The vendor shall deliver with the vehicle a vehicle-specific line-setting ticket, manufacturer's invoice, and MSO or any official documentation to verify the fact that ordered options, GVWR rating, and other requirements have been met.

Failure to provide information listed above may cause the delay of entity-processing of payment. Payment will be made within 30 days after vehicle's acceptance and receipt of correct invoice, whichever is later. Acceptance will not be made, nor payment initiated on vehicles failing to meet specifications (unless they are brought into full compliance), and all necessary documents (i.e., MSO, odometer statement, etc.) are received by the ordering entity.

Unless otherwise specified in the Invitation to Bid, agencies are permitted a maximum of five (5) working days to complete this inspection.

10. MANUFACTURER'S STATEMENT OF ORIGIN (MSO)

Awarded vendor(s) shall furnish the receiving entity a MSO (Certificate of Title will not meet this requirement). A vehicle shall not be considered "delivered" until the MSO is received by the ordering entity. MSO shall either be furnished at the time of vehicle delivery or within 48 hours of vehicle delivery to the receiving entity and shall be made out in the name of the ordering entity, providing the following:

GVWR for the particular model specified, or;

The GVWR required for the entity's written exception, or;

A greater GVWR required by extra equipment, and;

Nominal weight rating (in tons),

Odometer Disclosure Statement.

NOTE: Vendor should contact the ordering entity to obtain proper entity name and address for assignment of the MSO.

11. PRE-DELIVERY SERVICE

All units (including cab and chassis units) shall include new vehicle pre-delivery service.

The following service shall be performed before the units are delivered to the receiving entity:

1. All fluid levels checked and maintained with the proper grade and type of fluids.
2. Pre-Delivery inspection and service on chassis.
3. The interior and exterior of the unit shall be clean and freshly washed at time of delivery.
4. A minimum of ¼ tank must show on fuel gauge when delivered.

When so specified in the Invitation to Bid (ITB), the awarded vendor(s) or their representative who is responsible for the final delivery shall attach signed certificates to the units stating that the above service was performed and that

inspection indicates they are in good condition and ready for delivery.

Unless specifically permitted by the ordering entity, vehicles shall be equipped will all accessories as stated in the purchase order prior to delivery. Generally, the unfitting or servicing of ordered vehicles on the premises of the ordering entity is not permitted.

All shipping tickets shall reference the applicable entity purchase order number(s) and will accompany each delivery shipment. If shipping tickets are received without applicable entity purchase order number(s), delivery may be rejected at entity's option.

Window sticker shall remain attached to the vehicle.

The vendor shall provide an official and acceptable weight certificate, when applicable and required for vehicle registration. This section excludes cab and chassis vehicles delivered for later upfit.

12. VENDOR DELIVERIES

Vendor shall prevent undue delay or imposition upon City of Lubbock personnel at the time of delivery. City of Lubbock will not provide equipment (crane, winch, etc.) or assistance for unsaddling piggybacked chassis, off-loading convoyed units, or other delivery processes.

13. WARRANTY, SERVICE, AND SERVICE CONTRACTS

WARRANTIES, ACCESSORIES: The awarded vendor(s) shall furnish a copy of the manufacturer's standard warranty on minor accessories such as batteries and tires and major accessories such as Dump, Stake, Platform and Utility Bodies, side-mounted tool compartments and tool boxes at the time of delivery to the receiving entity.

WARRANTIES, NEW VEHICLE: The awarded vendor(s) shall furnish the receiving entity a New Vehicle and/or Chassis Manufacturer's Warranty which will be honored by any of the manufacturer's authorized dealers. This warranty shall be comparable to or better than those offered to the general public. Passenger cars and light-duty trucks shall have a minimum warranty offered to the general public (not commercial trade). Minimum warranty shall be at least 3/36,000 bumper to bumper with a power train warranty of 5/60,000.

Bidder shall indicate the length (in years and miles) of the OEM new vehicle warranty on each of their responses to bids based on this specification. Vendor shall furnish a complete copy (detailing coverage and exclusions) of the new vehicle warranty to agencies with each vehicle delivered. Vendor shall also provide an additional copy within 10 working days after request.

WARRANTIES, DEDUCTIBLES: All warranty repairs shall be performed without accessing the ordering entity warranty deductibles. Awarded vendor(s) shall be responsible for any warranty deductibles required for warranty repairs.

WARRANTIES, DELAYED: Delayed warranties must be available for all vehicles. Warranty start date shall be effective the day the completed unit is placed into service. Vendor shall furnish a delayed warranty card/document with each unit delivered, advising entity personnel of the procedures to be followed for obtaining delayed start of warranty coverage. Requests for delayed warranties will not exceed 6 months after delivery.

NOTE: If vendor fails to arrange for delayed warranty with OEM, vendor is responsible for all costs incurred to make appropriate repairs at any dealership in Texas, for up to 6 additional months.

WARRANTIES, DEALER INSTALLED ITEMS: Awarded vendor(s) shall warrant all dealer installed items for quality and workmanship. Warranty shall include 100% coverage for all options, components and labor.

City of Lubbock
ITB 23-16994-SB
Nineteen (19) Half Ton Pickup Trucks
Bid Form

			Location Total	**Grapevine DCJ, LLC Grapevine, TX $723,401.00**			
#	Items	Quantity (+/-)	UOM	Brand	Unit Price	Delivery Days ARO	Total Cost
#0-1	Alternate purchase: Half Ton, Regular Cab, Short Bed as 4x2; as specified	9	EA	RAM	$34,758.00	150-210	$312,822.00
#0-2	Half Ton, Extended Cab, Short Bed, 4x4; as specified	2	EA	RAM	$42,325.00	150-210	$84,650.00
#0-3	Alternate purchase: Half Ton, Extended Cab, Short Bed as 4x2; as specified	3	EA	RAM	$39,403.00	150-210	$118,209.00
#0-4	Half Ton, Crew Cab, Short Bed, 4x4 - RED; as specified	2	EA	RAM OPT 1	$41,544.00	150-210	$83,088.00
#0-5	Half Ton, Crew Cab, Short Bed, 4x4; as specified	3	EA	RAM OPT 1	$41,544.00	150-210	$124,632.00

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 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST 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?

City of Lubbock
ITB 23-16994-SB
Nineteen (19) Half Ton Pickup Trucks
Draft Tab

				Location	Caldwell Country Ford Rockdale, TX			Chalmers Ford Rio Rancho, NM				Grapevine DCJ, LLC Grapevine, TX			
					$1,443,280.00			**$1,330,674.64**				**$1,296,679.00**			
#	Items	Quantity (+/-)	UOM	Brand	Unit Price	Delivery Days ARO	Total Cost	Brand	Unit Price	Delivery Days ARO	Total Cost	Brand	Unit Price	Delivery Days ARO	Total Cost
#0-1	Half Ton, Regular Cab, Short Bed, 4x4; as specified	9	EA	FORD	$44,255.00	TBD	$ 398,295.0	Ford	$ 40,367.08	June	**$ 363,303.72**	RAM	$40,833.00	150-210	$ 367,497.0
#0-2	Alternate purchase: Half Ton, Regular Cab, Short Bed as 4x2; as specified	9	EA	FORD	$39,240.00	TBD	$ 353,160.0	Ford	$ 35,451.08	June	$ 319,059.72	RAM	$34,758.00	150-210	**$ 312,822.0**
#0-3	Half Ton, Extended Cab, Short Bed, 4x4; as specified	5	EA	FORD	$46,325.00	TBD	$ 231,625.0	Ford	$ 43,202.08	June	$ 216,010.40	RAM	$42,325.00	150-210	**$ 211,625.0**
#0-4	Alternate purchase: Half Ton, Extended Cab, Short Bed as 4x2; as specified	5	EA	FORD	$42,975.00	TBD	$ 214,875.0	Ford	$ 39,614.08	June	$ 198,070.40	RAM	$39,403.00	150-210	**$ 197,015.0**
#0-5	Half Ton, Crew Cab, Short Bed, 4x4 - RED; as specified	2	EA	FORD	$49,065.00	TBD	$ 98,130.0	Ford	$ 46,846.08	June	$ 93,692.16	RAM OPT	$41,544.00	150-210	**$ 83,088.0**
#0-6	Half Ton, Crew Cab, Short Bed, 4x4; as specified	3	EA	FORD	$49,065.00	TBD	$ 147,195.0	Ford	$ 46,846.08	June	$ 140,538.24	RAM OPT	$41,544.00	150-210	**$ 124,632.0**

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. n/a 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 GRAPEVINE DCJ, LLC

a corporation organized under the laws of the State of TEXAS, or a partnership consisting of _____ or individual trading as _____ of the City of GRAPEVINE, TX

Tax ID No.: 27-0455988

Address: 2601 WILLIAM TATE

City: GRAPEVINE State: TX Zip: 76051

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

Please complete the information below.

By _____ Date: 12/06/2022

Authorized Representative - must sign by hand

Officer Name and Title: DENNIS THOMAS, FLEET MANAGER

Business Telephone Number 817-410-7541 FAX: N/A

E-mail Address: DTHOMAS@GRAPEVINEDCJ.COM

City of Lubbock, TX
Budget Summary
January 10, 2023

Capital Project Number:	92786
Capital Project Name:	Civic Center Vehicle Replacement FY 22-23

	Budget
Encumbered/Expended	$-
Agenda Item January 10, 2023	
One (1) unit of half ton, Regular Cab, 4X2 Pick up (4813)	34,758
Encumbered/Expended To Date	34,758
Estimated Costs for Remaining Appropriation	
Vehicles and Equipment	242
Remaining Appropriation	242
Total Appropriation	$35,000

City of Lubbock, TX
Budget Summary
January 10, 2022

Capital Project Number:	92787
Capital Project Name:	General Fund Vehicle Replacement FY 22-23

	Budget
Encumbered/Expended	
Nine (9) Units of Commercial Side Loader Bodies (5811)	$1,201,554
Three (3) Units of Autocar DC64 Cab (5811)	524,548
One (1) Unit of Class 7 Commercial Truck with Pothole Patcher (4531)	229,842
Six (6) Units of Freightliner chassis to be used by six (6) KANN commercial side loader bodies (5811)	684,785
One (1) unit of Ford Explorer SUV (4211)	36,878
One (1) Unit of Caterpillar 120JOY Motor Grader (5812)	311,995
Two (2) units Animal Transport for Lubbock Animal Services (5311)	189,320
Two (2) units of crew cab trucks with 6 yard dump bodies (4531)	274,930
Agenda Item January 10, 2023	
Three (3) units of half-ton regular cab pickup 4x2 (4211)	104,274
One (1) unit of half-ton regular cab pickup 4x2 (4541)	34,758
Three (3) units of half-ton regular cab pickup 4x2 (5221)	104,274
One (1) unit of half-ton regular cab pickup 4x2 (5225)	34,758
Five (5) units of half-ton crew cab pickup 4x4 (5615)	207,720
One (1) unit of half-ton extended cab pickup 4x2 (4311)	39,403
Two (2) units of half-ton extended cab pickup 4x2 (4541)	78,806
One (1) unit of half-ton extended cab pickup 4x4 (5221)	42,325
One (1) unit of half ton extended cab pickup 4x2 (5731)	42,325
Encumbered/Expended To Date	4,142,495
Estimated Costs for Remaining Appropriation	
Vehicles and Equipment	1,836,594
Remaining Appropriation	1,836,594
Total Appropriation	$5,979,089

Purchasing and Contract Management

Project Summary

ITB 23-16994-SB
Nineteen (19) 1/2 Ton Pickup Trucks

Notice was published in the Lubbock Avalanche Journal on November 20 & November 27, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
No Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from November 18 to December 7, 2022.
There was no Pre-Bid Meeting for this ITB
13 vendors downloaded the documents using Bonfire.com.
12 vendors were notified separately.
3 vendors submitted bids.

City of Lubbock
ITB 23-16994-SB
Nineteen (19) Half Ton Pickup Trucks
Draft Tab

				Location	**Caldwell Country Ford** Rockdale, TX			**Chalmers Ford** Rio Rancho, NM				**Grapevine DCJ, LLC** Grapevine, TX			
					$820,060.00			**$758,536.52**				**$723,401.00**			
#	Items	Quantity (+/-)	UOM	Brand	Unit Price	Delivery Days ARO	Total Cost	Brand	Unit Price	Delivery Days ARO	Total Cost	Brand	Unit Price	Delivery Days ARO	Total Cost
#0-1	Half Ton, Regular Cab, Short Bed, 4x4; as specified	9	EA	FORD	$44,255.00	TBD	$398,295.00	Ford	$ 40,367.08	June	**$363,303.72**	RAM	$40,833.00	150-210	$367,497.00
#0-2	Alternate purchase: Half Ton, Regular Cab, Short Bed as 4x2; as specified	9	EA	FORD	$39,240.00	TBD	$353,160.00	Ford	$ 35,451.08	June	$319,059.72	RAM	$34,758.00	150-210	**$312,822.00**
#0-3	Half Ton, Extended Cab, Short Bed, 4x4; as specified	2	EA	FORD	$46,325.00	TBD	$92,650.00	Ford	$ 43,202.08	June	$86,404.16	RAM	$42,325.00	150-210	**$84,650.00**
#0-4	Alternate purchase: Half Ton, Extended Cab, Short Bed as 4x2; as specified	3	EA	FORD	$42,975.00	TBD	$128,925.00	Ford	$ 39,614.08	June	$118,842.24	RAM	$39,403.00	150-210	**$118,209.00**
#0-5	Half Ton, Crew Cab, Short Bed, 4x4 - RED; as specified	2	EA	FORD	$49,065.00	TBD	$98,130.00	Ford	$ 46,846.08	June	$ 93,692.16	RAM OPT	$41,544.00	150-210	**$83,088.00**
#0-6	Half Ton, Crew Cab, Short Bed, 4x4; as specified	3	EA	FORD	$49,065.00	TBD	$147,195.00	Ford	$ 46,846.08	June	$ 140,538.24	RAM OPT	$41,544.00	150-210	**$124,632.00**

Information

Agenda Item

Resolution - Lubbock Fire Rescue: Consider a resolution authorizing the Mayor to accept, on behalf of the City of Lubbock, a Public Safety Access Point (PSAP) Reimbursable Grant for FY 2022-23, and any associated documents, with the Lubbock Emergency Communication District, for equipment needed by Fire Dispatch in the Emergency Operations Center.

Item Summary

The Lubbock Emergency Communication District awards PSAP grants for projects that demonstrate a positive impact on the receipt, tracking, recording or documentation of 9-1-1 calls and that show benefit to citizens, dispatchers, and or first responders. This is exhibited through technology upgrades and enhancements as well as training and work place environment enhancements. With the approval of grant funds, Lubbock Fire Rescue will purchase 6 dispatch chairs, 3 keyboards and 5 curved monitors, for Fire Dispatch located in the Emergency Operations Center.

Fiscal Impact

The PSAP Grant award is $10,661.95. A 10% match by the City of the final purchase cost is not to exceed $1,184.66.

Staff/Board Recommending

Shaun Fogerson, Fire Chief

Attachments

Resolution
Interlocal Agreement
Grant Request
Award Letter
Equipment Quote

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 accept on behalf of the City of Lubbock a PSAP Reimbursable Grant for FY 2022-2023, and any associated documents, in the amount of $10,661.95, plus a 10% match by the City, for a total amount of $11,846.61, with the Lubbock Emergency Communication District, which Grant and any associated documents are attached hereto and made a part hereof for all intents and purposes.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Shaun Fogerson, Lubbock Fire Chief

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES.LFR-PSAPGrant.2022.docx

INTERLOCAL AGREEMENT

This Interlocal Agreement is made and entered into this date by and between the Lubbock Emergency Communication District, hereinafter referred to as LECD, acting herein by and through the Chairman of its Board of Managers, pursuant to a resolution duly passed by the LECD Board of Managers and the CITY OF LUBBOCK hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the CITY wishes to provide Enhanced 9-1-1 (E9-1-1) emergency service to its citizens; and

WHEREAS, the CITY has passed a resolution to enter into this Interlocal Agreement with LECD, and LECD has passed a resolution to enter into this Interlocal Agreement with the CITY and

WHEREAS, the citizens of Lubbock County voted on April 5, 1986 by a vote of 15,209 in favor and 2,431 opposed, to form an emergency communication district; and

WHEREAS, the LECD Board of Managers ordered the creation of an emergency communication district on May 1, 1986; and

WHEREAS, the LECD is a body politic, created under Texas Health and Safety Code, Chapter 772.301 et. seq. as amended, called the Emergency Telephone Number Act, in order to provide 9-1-1 service to the citizens of its jurisdiction; and

WHEREAS, the LECD began providing E9-1-1 service to Lubbock County, including all municipalities within Lubbock County, on the 27th day of January, 1989; and

WHEREAS, the CITY entered into an Interlocal Agreement with LECD for same or similar services in April, 2000.

WHEREAS, the LECD Board of Managers has determined that LECD will purchase, provide and maintain, State-of-the-Art Enhanced 9-1-1 Telephone Customer Premises Equipment, which includes call answering equipment and software, hereinafter referred to as CPE, Instant Call Check Recorders with the capability of instant playback of both Telephone and Radio conversations hereinafter referred to as IRR, 24 hour Logging Recorders with the capability of the continuous recording of both radio and telephone conversations, herein after referred to as LOGGING RECORDER, Un-Interruptable Power Supply (UPS) to provide emergency power to the equipment in the event of power loss, Synchronization Clock (NETCLOCK) to provide an accurate time source for all attached workstations, servers, logging recorders and the like (where applicable), Vela

Mapping Software to locate the caller to 9-1-1 (where requested), and Management Information Software or service to track the number and statistical data on 9-1-1 calls; and

WHEREAS, the LECD Board of Managers and the CITY pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.01 et. seq., as amended, have determined that it would be in the best interests of the LECD and the inhabitants of the CITY of LUBBOCK and of Lubbock County, Texas, to use the Emergency Communication Systems of the LECD;

NOW, THEREFORE, the parties agree as follows:

I.

That with the cooperation and consent of the CITY, the LECD shall purchase and install the above listed equipment (CPE, IRR, LOGGING RECORDER including any and all required software) for use by the CITY in the provision of 9-1-1 Emergency Communications, which includes, but is not limited to, the answering of 9-1-1 trunks. The above equipment shall be capable of displaying longitude and latitude coordinates of wireless callers, to provide the ability to receive TDD/TTY (Telecommunication Device for Deaf and Hard of Hearing) calls, and SMS (text-to-9-1-1) messages.

II.

That CITY agrees to use the aforementioned equipment in a manner that supports good Emergency Communication and the proper use of 9-1-1.

III.

LECD shall provide qualified technicians and staff to provide the proper maintenance and repair of the aforementioned equipment at no charge to CITY. Maintenance is provided 24x7x365 through an automated Trouble Ticket System, accessible via Intranet, Email or telephone call. Response to Trouble Tickets will be based on urgency and the functional impact such Trouble Ticket has on the 9-1-1 Center operation. In any case telephone response to the 9-1-1 Center will occur within 60 minutes of the receipt of the Trouble Ticket.

IV.

LECD shall pay the costs of any upgrade or modifications to the aforementioned equipment to keep it current for the use it was designed for.

V.

The CITY and LECD shall be responsible for training personnel in the proper handling and operating of the aforementioned equipment. LECD will provide the instructors, materials, and location for such training. CITY shall pay all costs incurred by CITY personnel whom attend the training or assist in any implementation tasks specific to their PSAP. These costs may include, but not be limited to, salaries, per diem, and other employment expenses relating to CITY employees.

VI.

The CITY shall be responsible for maintaining proper security procedures for the use of the aforementioned equipment, and the proper preservation and storage procedures for the recordings made by the said LOGGING RECORDER. The CITY is responsible for providing any required external media including but not limited to, CDs, DVD, Tape, or the like.

VII.

At no charge to LECD, the CITY will provide a suitable site for the installation, operation, and maintenance of the aforementioned equipment. Said site(s) shall meet all specifications of LECD for the installation, operation, and maintenance of the aforementioned equipment.

VIII.

Upon request, LECD shall provide CITY with the same number of headsets that CITY has personnel assigned to the 9-1-1 Call Answering/Dispatching function of their agency. Headsets and wireless adapters where applicable shall be of an approved make and model, acceptable to LECD. LECD shall maintain the headsets, either repairing or replacing them. Replacement or repair of headsets damaged by other than normal wear and tear shall be the responsibility of the CITY.

IX.

Should CITY decide to relocate any part or piece of the aforementioned equipment for any reason other than prevention of damage or destruction of the building due to natural or other disaster, such relocation shall be done under the direction of LECD, but at the expense of the CITY.

X.

CITY agrees that no hardware shall be added, integrated with, or software loaded, installed, setup, or copied to any computer, workstation, server or other equipment owned by LECD, without prior written permission from LECD. Additionally, any integration or testing costs to insure reliability and compatibility with LECD owned software and hardware shall be paid by the requesting agency. LECD does not guaranty the successful or reliable operation of third party

equipment integrated to the LECD provided 9-1-1 equipment. This includes but is not limited to radio/telephone integration so that a dispatcher can use a single headset for both, recording of radio traffic to the IRR, Computer Aided Dispatch Systems (CAD), Automatic Vehicle Location Systems (AVL), or other third party hardware or software. LECD reserves the right to audit the contents of hard drives, tape drives, CD-ROM drives or other mass storage device, either physically on-site or remotely, on equipment owned by LECD for unauthorized software, changes to the operating system, viruses or other changes to the original software and hardware configuration, and to make a physical inspection of the equipment at any time during normal business hours. LECD reserves the right to remove ANY unauthorized hardware or software not part of the original or revised system configuration.

XI.

Should the LECD be dissolved, for any reason, this Interlocal Agreement shall terminate as of the date of dissolution. If the LECD should be dissolved, the removal of equipment shall not be at the expense of the CITY. Should either party wish to terminate sooner, this Interlocal Agreement may be terminated by either party hereto by written notice to the other party at least 180 days prior to the effective date of termination. If the termination is at the request of the LECD, said termination and removal of equipment shall not be at the expense of the CITY. If the termination is at the request of the CITY, said termination and removal of equipment shall not be at the expense of the LECD.

XII.

Any notice permitted or required to be given to the LECD hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to the Lubbock Emergency Communication District, 8200 Nashville Avenue, Suite A200, Lubbock, Texas79423, or any other address so provided by LECD for these purposes, and such notice shall be deemed given upon the deposit of the notice in the United States Mail as aforesaid. Any notice permitted or required to be given to CITY hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to the CITY and such notice shall be deemed given upon LECD's deposit of the notice in the United States Mail as aforesaid.

XIII.

This Agreement represents the entire agreement of the parties and that no changes or modifications of this Agreement will be valid, unless evidenced by an instrument in writing signed by the parties.

XIV.

If either party fails to perform its obligations hereunder for a lack of funds or for any other reason whatsoever, the sole and exclusive remedy of the other party shall be to terminate this Agreement as specified in Paragraph XI above.

XV.

Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

XVI

This Agreement shall be deemed to be executed in and performable in Lubbock, Lubbock County, Texas.

XVII.

This Agreement shall remain in full force and effect, subject to modification, until terminated as herein provided for.

WAIVER.

(A) All immunities from liability and suit enjoyed by each party within its own territorial limits and jurisdiction shall extend to its participation in performing actions pursuant to this Agreement unless otherwise provided by law.

(B) Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

(C) The relationship between the City and the LECD is at all times solely that of contractor/contractee, and may not be deemed, in any event, a partnership or a joint venture and conveys no other rights or privileges.

VENUE

Each party agrees that if legal action is brought under this Agreement, exclusive venue shall be in Lubbock County, Texas.

SAVINGS CLAUSE

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

EXECUTED this the 26th day of February, ~~2014~~ 2015

CITY OF LUBBOCK, TEXAS

Glen C. Robertson, Mayor

Dated: _____

LUBBOCK EMERGENCY COMMUNICATION DISTRICT

~~Chairman, Board of Manager~~
Executive Director

Dated: January 25, 2015

ATTEST:

Rebecca (Becky) Garza, City Secretary

APPROVED AS TO CONTENT

Gregory Stevens, Assistant Police Chief

APPROVED AS TO FORM

Jeff Hartsell, Litigation Attorney

Lubbock Emergency Communication District
PSAP Grant Funding Program FY 2022-2023

Request Amount:	**$11,846.61**	Project Start Date:	12/1/2022
Type of Project:	☒ Technology ☐ PSAP Environment ☐ Training	Project End Date:	5/1/2023

Agency Name	Lubbock Fire Rescue
Contact Person	Captain Tim Burrow
Email	tpburrow@mylubbock.us
Phone	806-775-3449
Fax	806-749-0941

In a few sentences, please describe the goal of this grant request and why the project is necessary.

While these chairs are only 5 years old, there have been 2 cylinder failures in the last 10 months. I have been able to replace these parts, but I am concerned about widespread failures within the next year. Also, these screens will provide a consistent setup across the center, with users no longer needing different profiles when logging in. The hope for the keyboards is to provide more durable tools for the dispatchers.

How does this project relate to the receipt, tracking, recording, and documentation of 9-1-1 calls?

Dispatchers use the chairs 24 hours a day and the screens provide updated technology to reduce glare.

Please describe any other sources of funding that are available or have been requested for this project.

Please verify the following items have been included with your paperwork:

- ☒ Paperwork containing any quotes or estimates for the project
- ☒ Itemized list of the individual components of the request *(should match quote or estimate)*
- ☒ Documentation or letter from superior stating the matching funds are available

By signing below, you attest that the matching funds are available, and this request meets the guidelines and requirements of the Grant Funding Program.

11-2-2022

Signature of person preparing Grant Request *Date*

Received by LECD

11-2-2022

Signature of Agency/Department Head *Date*

Itemization of Grant Request

Item Description	Quantity	Unit Cost	Total Cost
24/7 Dispatch Chair (3150HR) (Quote includes **$647.34 S&H**)	6	$1439.75	$9285.84
Logitech K845ch Mechanical Keyboards	3	$63.59	$190.77
Dell 34 Curved USB-C Monitor	5	$474.00	$2370.00
TOTAL			$11,846.61

November 1, 2022

TO WHOM IT MAY CONCERN

Subject: Matching Funds Available

I, Deputy Chief Rob Keinast, certify that the necessary matching funds are available for the Lubbock Fire Rescue 2022 LECD Grant Request.

Best regards,

Rob Keinast

Deputy Chief Rob Keinast
Lubbock Fire Rescue
1515 E Ursuline
Lubbock, TX 79403
(806) 775-2631

LUBBOCK EMERGENCY COMMUNICATION DISTRICT

6032 43rd Street · Lubbock, Texas 79407-3711
806.747.6911 · www.lubbock911.org · fax 806.747.5803

November 28, 2022

Chief Shaun Fogerson
Lubbock Fire Rescue
1515 E Ursuline St
Lubbock, TX 79403

Dear Chief Shaun Fogerson:

On Wednesday, November 9, 2022, the LECD Board of Managers considered all PSAP Grant requests for the FY 2022-2023 budget. After consideration, the Board approved a grant for Lubbock Fire Rescue in the amount of $10,661.95 for the following:

- six 24x7 dispatch chairs
- three mechanical keyboards
- five computer monitors

This grant represents the $11,846.61 that was requested, minus the 10% agency match.

The grant period is from November 9, 2022 through September 30, 2023. We request all purchases and project work be completed and the associated documentation submitted to our office **no later than September 15, 2023**.

As a reminder, this is a reimbursable grant. Your agency must expend the funds and provide documentation of this expenditure. Also, the items purchased, and work completed must match the grant request.

Congratulations on the approval of your grant. The District is happy to assist our PSAP agencies in providing the best possible 9-1-1 service to the citizens we serve.

Sincerely,

Nathan Kizer, ENP
Executive Director

Cc: Rob Keinast
Tim Burrow

CONCEPT SEATING GOVERNMENT

Quote Proposal

info@conceptseatinggov.com

conceptseatinggov.com
PH:800-550-2298

3205 N 124th St
Brookfield, WI 53005

Contract #: GS-28F-0033S

Cage #: 492CO

Purchase Order

RMG101222

Contact

Capt. Tim Burrow

Location

Lubbock Fire Rescue

Address

City

Lubbock

State, Zip Code

TX 79407

Email Adress

tpburrow@mail.ci.lubbock.tx.us

Phone Number

806-775-3449

Fax Number

Qty	Description	Cost	Amount
6	*3150HR-Alternative Leather-Swing Arms-Standard Castors and Base*	$1,439.75	$8,638.50
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
	Subtotal of Chairs		$8,638.50
	FREIGHT		
1	*Freight*	$557.34	$557.34
1	*Liftgate and Limited Access Location*	$90.00	$90.00
			$0.00
			$0.00
	Total Freight		$647.34

COMMENTS: 4-6 week lead time from date order is received. Some assembly is required.

SUBTOTAL	$8,638.50
S&H	$647.34
CC	
TOTAL	$9,285.84

STANDARD TERMS & CONDITIONS

1. Payment Terms: New 30 Days to Approved Credit and Credit Card for ALL Orders Under $50.00
2. Freight Terms: Prepay & Add, F.O.B. Brookfield, WI unless otherwise noted.
3. Prices are held from 30 days of quote, then subject to change without prior notice.
4. Clerical errors are subject to correction.
5. All prices & agreements are contingent upon strikes, accidents and other causes unavoidable or beyond our control.
6. Buyer agrees to promptly file claim for all goods damaged in transit.
7. There will be a 20% restocking chare on merchandise ordered but not accepted.
8. Delivery, set-up and freight charges will not be refunded.

Acceptance of Proposal: These prices, specifications and conditions are satisfactory and are hereby accepted. I am authorized to order the equipment listed above with full understanding of payment.

Signature

PO#

DELL Technologies

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.	**3000133359567.1**	Sales Rep	Cody Long
Total	**$3,445.20**	Phone	(800) 456-3355, 6180336
Customer #	1784159	Email	Cody_Long@Dell.com
PO Number	21111515000OP	**Billing To**	ACCOUNTS PAYABLE
Quoted On	Oct. 10, 2022		CITY OF LUBBOCK
Expires by	Nov. 09, 2022		PO BOX 2000
Contract Code	C000000006841		LUBBOCK, TX 79457-0001
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 are ready to place an order. Thank you for shopping with Dell!

Regards,
Cody Long

$190.77

Product	Unit Price	Quantity	Subtotal
Logitech K845ch Mechanical Illuminated Corded Aluminum Keyboard Cherry MX Switches - Blue Clicky - Keyboard - backlit - USB - key switch: CHERRY MX Blue	**$63.59**	~~10~~ 3	~~$635.90~~
Kensington Mouse for Life USB Wired Mouse - Black	~~$8.74~~	~~10~~	~~$87.40~~
IOGEAR Kaliber Gaming Wireless Keyboard and Mouse	~~$55.19~~	~~10~~	~~$551.90~~
Dell 34 Curved USB-C Monitor - P3421WM, 86.5cm (34")	**$474.00**	**5**	**$2,370.00**

Subtotal:	**$3,445.20**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$3,445.20**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	~~$3,445.20~~

$2560.77

		Quantity	Subtotal
Logitech K845ch Mechanical Illuminated Corded Aluminum Keyboard Cherry MX Switches - Blue Clicky - Keyboard - backlit - USB - key switch: CHERRY MX Blue	$63.59	~~10~~ 3	$635.90

Estimated delivery if purchased today:
Oct. 19, 2022
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Logitech K845ch Mechanical Illuminated Corded Aluminum Keyboard Cherry MX Switches - Blue Clicky - Keyboard - backlit - USB - key switch: CHERRY MX Blue	AB512434	-	10	-

		Quantity	Subtotal
Kensington Mouse for Life USB Wired Mouse - Black	$8.74	10	$87.40

Estimated delivery if purchased today:
Oct. 19, 2022
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Kensington Mouse for Life USB Wired Mouse - Black	AA841979	-	10	-

		Quantity	Subtotal
IOGEAR Kaliber Gaming Wireless Keyboard and Mouse	$35.19	10	$351.90

Estimated delivery if purchased today:
Oct. 19, 2022
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
IOGEAR Kaliber Gaming Wireless Keyboard and Mouse	A9910092	-	10	-

		Quantity	Subtotal
Dell 34 Curved USB-C Monitor - P3421WM, 86.5cm (34")	$474.00	5	$2,370.00

Estimated delivery if purchased today:
Oct. 17, 2022
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 34 Curved USB-C Monitor - P3421WM, 86.5cm (34")	210-BCEG	-	5	-
Advanced Exchange Service 4 Years	844-1962	-	5	-
Dell Limited Hardware Warranty	844-1966	-	5	-

Subtotal:	~~$3,445.20~~
Shipping:	$0.00
Environmental Fee:	$0.00
Estimated Tax:	$0.00
Total:	~~$3,445.20~~

$2560.77

AI# 11243
Regular City Council Meeting 5. 25.
01/10/2023:

Information

Agenda Item

Resolution - Lubbock Fire Rescue: Consider a resolution authorizing the Mayor to execute Purchase Order 10026011, with Smiths Detection, for the acquisition of a HazMatID Elite, an identifier of solid and liquid chemicals, for the Lubbock HazMat team.

Item Summary

This is a purchase for a handheld HazMatID Elite, an identifier of solid and liquid chemicals. Using advanced infrared technology, this device is capable of identifying chemical warfare agents, explosives, toxic industrial chemicals, narcotics, suspicious powders, among other dangerous chemicals. Analysis of such agents can be performed in as little as one minute. This equipment is to be assigned to and deployed by Lubbock HazMat team members in emergency operations where such environments warrant.

The purchase valued at $69,319.02 is from Smiths Detection of Edgewood Maryland, GSA Contract GS-07F-081DA.

Fiscal Impact

The Texas Homeland Security Grant Division of the Governor's Office eGrant Award 4015401 in the amount of $68,516.33, will fund a portion of the purchase, with the remaining balance of $802.69 funded in the Lubbock Fire Rescue FY 2022-23 Operating Budget.

Staff/Board Recommending

Shaun Fogerson, Fire Chief

Attachments

Resolution - PO 10026011 Smiths Detection
PO 10026011 - Smiths Detection REQ 59622

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 10026011, for the purchase of a Hazmat ID Elite detector, as per GSA Contract GS-07F-081DA/PUR 17069, by and between the City of Lubbock and Smiths Detection, Inc. of Philadelphia, Pennsylvania, 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:

_____
Shaun Fogerson, Chief of Fire

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.PO 10026011-Smiths Detection, Inc.
1.3.23

Request for Resolution

☑	Purchase Order Contract
☐	Public Works Contract
☐	Professional Service Agreement
☐	Service Contract

RFP/ITB /RFQ No.	
Title:	HazmatID Elite detector.
Contract No.	PO 10026011/ PUR 17049
Purchasing Co-op Contract No.	GSA Contract: GS-07F-081DA
Vendor Name	Smiths Detection, ~~INC~~ Inc.
City & State	Philadelphia, PA

Resolution Signatures

☐	Kelli Leisure	☐	Brooke Witcher, Assistant City Manager
☑	Ryan Brooke	☐	Bill Howerton, Deputy City Manager
☑	John Grace	☐	Jesica McEachern, Assistant City Manager
☐	Mitch Satterwhite, First Assistant City Attorney	☑	Shaun Fogerson, Chief of Fire
☐	Amy Sims, Deputy City Attorney	☐	Erik Rejino, Assistant City Manager
☐	Jeff Hartsell, Deputy City Attorney	☐	D. Blu Kostelich, Chief Financial Officer

For Purchasing & Contract Department Use

Reviewed by:

M. Alvarez: _____ T. Flores: 12.22 K. Morgan: _____

Please Return to Marta, Teo or Kiara _____

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 12/21/2022
Order Number 10026011 000 OP
Branch/Plant 5619

TO: SMITHS DETECTION, INC.
PO BOX 7247-7251
PHILADELPHIA PA 19170-7251

SHIP TO: CITY OF LUBBOCK
CENTRAL FIRE STATION COMPLEX
1515 E URSULINE ST
LUBBOCK TX 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY:_____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 12/21/2022 Freight .
Requested 4/26/2023 Taken By D HEATH
Delivery PER R SALAZAR REQ 59622 GSA Contract: GS-07F-081DA

If you have any questions please reach out to Raul Salazar at (806)-775-3176 or by email at RSalazar@mail.ci.lubbock.tx.us

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Hazmat ID Elite	1.000	69,069.0200	EA	69,069.02	4/26/2023
Hazmat ID Elite / Freight	1.000	250.0000	EA	250.00	4/26/2023

Total Order

Terms NET 30 69,319.02

This purchase order encumbers funds in the amount of $69,319.02 awarded to Smiths Detection, Inc. of Philadelphia, PA, on _____, 2023. The following is incorporated into and made part of this purchase order by reference: Quote dated December 12, 2022, from Smiths Detection, Inc. of Philadelphia, PA, and GSA Contract GS-07F-081DA.

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

smiths detection
bringing technology to life

Tax ID#: 22-3552823

Hector Cabera
Sales Manager
Smiths Detection
2202 Lakeside Blvd
Edgewood, MD 21040
Phone: **(667) 201-3348**

Email: Hector.Cabrera@smiths-detection.com

Smiths Detection Equipment Proposal

Prepared for	Raul Salazar	**Date**	December 12, 2022
Company	City of Lubbock Lubbock Fire Rescue	**Quote number**	Lubbock Fire Dept HazMat ID Quote 1262022 Lubbock Fire Rescue
Location	1314 Ave K Lubbock, Texas 79401	**Delivery Location(s)**	1515 East Ursuline Lubbock, Texas 79403
Phone	(806) 775-3176	**Delivery Terms**	FOB Destination
Email Address	Rsalazar@mail.ci.lubbock.tx.us	**Expected Delivery**	18 Weeks ARO
Payment Terms	Credit TBD - Application may be required	**Validity of Quote**	Jul-23

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	**GSA Contract number: GS-07F-081DA** **HazMatID Elite - Dual Diamond, Yellow** **GSA Part # 029-1905-Y2** Handheld FTIR chemical identification system (Green) with spectral libraries containing explosives, chemical warfare agents, narcotics, TICs/TIMs, pesticides, common white powders, and many other chemical classes. The HazMatID Elite is MIL-STD-810G and IP-67 certified and withstands decontamination by immersion. Includes: - Hardened transport case - Cassette for disposable 123A batteries - Two rechargeable lithium ion batteries - Performance validation sample - External battery charger - Hazardous Materials Priority Alert Add-In - Power supply The DUAL-diamond configuration includes a horizontal ATR interface with integrated pressure device optimized for the analysis of solid materials and a built-in liquids well, plus a second touch-to-sample ATR interface designed for direct sampling of surface materials and robotics integration.	$69,069.02	$69,069.02
	Command Package Includes: - Laptop computer with USB RF modem - Single-license copy of HazMatID Elite Command Software	Included	Included
	FENTANYL Library Upgrade	Included	Included
	Partnership Package Includes Unit Warranty and ReachbackID Warrany: Extended coverage including: - Free Software updates - All parts and labour to repair system in the event of a malfunction -Tech support *-Free loaner in the US (delivered by overnight carrier)* REACHBACKID: 24/7 spectral interpretation ONLY: access to Chemists, Engineers, and Application Scientists for spectral interpretation assistance (English Only) **Five Years Total**	Included	Included
	Training Options		
	One-day on-site training (CONUS) if number of students exceed 10 for above training. Includes Operator Training up to 10 students	$5,469.00	Optional
	Shipping Options		
1	**Shipping (terms detailed above) *Estimate**	$250.00	$250.00
		TOTAL PRICE	**$69,319.02**

Smiths Detection terms and conditions are hereby incorporated in this quotation and any purchase order that may result from this quotation will be in acceptance with these terms and conditions. The terms and conditions are located at the following Smiths Detection Website: www.smithsdetection.com/US_terms_conditions.php

Prices do not include state sales tax, miscellaneous fees or import/export duties of any kind. Smiths Detection reserves the right to modify any terms and/or conditions stated in the above quotation.

The information contained herein is exempt from disclosure under the Freedom of Information Act (5 U.S.C 552) under Exemption (b)(4), and its disclosure is prohibited under the Trade Secrets Act (18 U.S.C 1905) and FAR 24.202. Rights to use or disclose this proposal are governed by DFARS 252.227-7016 (June 1995).

All items are open market items (non-GSA), unless otherwise explicitly stated in this quote. Prices do not include state sales tax, miscellaneous fees or import/export duties of any kind. Smiths Detection reserves the right to modify any terms and/or conditions stated in the above quotation.

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute any necessary documents in connection with the acceptance, on behalf of the City of Lubbock and the Lubbock Police Department, a grant award through the Office of the Texas Governor, Public Safety Office, Criminal Justice Division's FY2023 Rifle-Resistant Body Armor Grant Program, in the amount of $39,096.

Item Summary

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with rifle-resistant body armor.

Funds may be used for obtaining body armor compliant with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) type III (rifles) or type IV (armor piercing rifle) body armor; including bullet-resistant vests, ballistic plates, and plate carriers.

The LPD applied for and was awarded $39,096 to begin purchasing 24 Level III everyday wear vests.

Fiscal Impact

The City will incur no cost with this grant.

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

Resolution - Grant for Body Armor (c)
Funding Announcement -FY2023 Rifle-Resistant Body Armor Grant Program

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 any necessary documents in connection with the acceptance on behalf of the City of Lubbock and the Lubbock Police Department, a grant award through the Office of the Texas Governor, Public Safety Office, Criminal Justice Division's FY2023 Rifle-Resistant Body Armor Grant Program in the amount of $39,096.00.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.Grant Acceptance-Rifle-Resistant Body Armor
January 5, 2023

Office of the Governor, Public Safety Office
Criminal Justice Division
Funding Announcement: ***Rifle-Resistant Body Armor Grant Program, FY2023***

Purpose

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with rifle-resistant body armor.

Available Funding

State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 26 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. PSO expects to make available $5M for FY2023.

Eligible Organizations

Applications may be submitted by the Texas Department of Public Safety, units of local government and educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure; including municipalities, counties, independent school districts, universities, federally recognized Native American tribes, community colleges, and hospital districts.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process

Applicants must access the PSO's eGrants grant management website at https://eGrants.gov.texas.gov to register and apply for funding. For more instructions and information, see *eGrants User Guide to Creating an Application*, available here.

Key Dates

Action	Date
Funding Announcement Release	12/13/2021
Online System Opening Date	12/13/2021
Final Date to Submit and Certify an Application	02/10/2022 at 5:00PM CST
Earliest Project Start Date	09/01/2022

Project Period

Projects must begin on or after 09/01/2022 and may not exceed a 12 month project period.

Funding Levels

Minimum: None

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards (TxGMS), Federal Uniform Grant Guidance, and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds may be used for obtaining body armor compliant with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) type III (rifles) or type IV (armor piercing rifle) body armor; including bullet-resistant vests, ballistic plates, and plate carriers.

Due to the limited availability of funds, applicants are encouraged to consider the reasonable cost of their request. PSO will evaluate applications based on number of frontline peace officers and the average cost per vest.

Program-Specific Requirements

Eligible officers to equip. Grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) directly employed by a law enforcement agency operated by the applicant. Funds may not be used to equip officers employed by other agencies that are not eligible to apply. PSO may prioritize the equipping of certain types of officers or applicants if the total requested funds exceed the funds appropriated by the Legislature.

Required Agency Policies. As required by Chapter 772.0075, Texas Government Code, an eligible organization may apply for grant funds only after its law enforcement agency adopts a policy addressing the:

1) Deployment and allocation of vests or plates to its officers; and
2) Usage of vests or plates by its officers.

PSO requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. PSO also requires that the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See *"A Practitioner's Guide To the 2011 National Body Armor Survey of Law Enforcement Officers"* for more information.

Personally Fitted Vest Requirement. All body armor vests purchased with grant funds must be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. "Personally fitted" does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

1) Correctly-sized panels and carrier, determined through appropriate measurement; and
2) Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor (*Active Standard ASTM E3003*) . The *Personal Armor Fit Assessment checklist*, is excerpted from ASTM E3003.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

   Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of

Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2023 or the end of the grant period, whichever is later.

5. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to https://fedgov.dnb.com/webform).
6. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at https://sam.gov/.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the Guide to Grants or any of the following unallowable costs:

1. Any costs ancillary to the purchase of eligible body armor, such as policy development, training costs, and staff; and
2. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Application Screening: The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

Peer/Merit Review: The Office of the Governor will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, the Office of the Governor will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

Final Decisions: The Office of the Governor will consider rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute, for and on behalf of the City of Lubbock and the Lubbock Police Department, an interlocal agreement with Lubbock County, Texas, allocating and transferring 50% of the City's Justice Assistance Grant (JAG) award under the FY2022 Edward Byrne Memorial Justice Grant Program to Lubbock County, in order to fund the Lubbock County Joint Enforcement Initiative.

Item Summary

The United States Department of Justice for the Edward Byrne Memorial Justice Assistance Grant awarded $209,893 to the City of Lubbock and the Lubbock Police Department. This agreement allocates and transfers 50% of the Justice Assistance Grant (JAG) award to Lubbock County. The City of Lubbock and Lubbock County are each eligible to receive funding and agree to share the grant equally, with each receiving $104,946.50. The Lubbock Police Department (LPD) will manage the grant.

If approved, the LPD will continue to outfit all patrol officers with electronic citation writers. This technology is quickly becoming industry standard and provides numerous benefits, including improved officer safety, higher productivity, reduced ticketing errors and automated data collection and processing.

Fiscal Impact

The City's portion of the grant is $104,946.50 and does not require a local match.

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

JAG Grant Resolution
Interlocal Agreement JAG
JAG - solicitation letter
JAG - Narrative

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 and the Lubbock Police Department, an interlocal agreement with Lubbock County, Texas, allocating and transferring 50% of the City's JAG award under the **FY2022 Edward Byrne Memorial Justice Grant Program** to Lubbock County, and related documents. It is anticipated that the City will receive total JAG funds in the amount of **$209,893.00**, of which 50%, or **$104,946.50**, will be transferred to the County in accordance with the attached interlocal agreement. Said interlocal agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:

_____
Jeff Hartsell, Assistant City Attorney

S:\cityatt\CITYATTJOHN\LPD - Byrne Grants\FY 2022\RES.FY2022ByrneGrantInterlocal_LubbockCounty.doc

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENT

COUNTY OF LUBBOCK

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LUBBOCK, TEXAS AND COUNTY OF LUBBOCK, TEXAS

FY2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ___ day of _____ 2023, by and between the COUNTY of LUBBOCK, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of LUBBOCK, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of LUBBOCK County, State of TEXAS, witnesseth:

WHEREAS, this Agreement is made under the authority of Chapter 791, TEXAS Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY **$104,946.50** from the JAG award for the FY2022 JAG LUBBOCK COUNTY JOINT LAW ENFORCEMENT INITIATIVE PROGRAM, said amount being 50% of the JAG award to the CITY; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds as set forth above.

NOW THEREFORE, the COUNTY and CITY agree as follow:

Section 1.

CITY agrees to pay COUNTY 50% of the total JAG funds actually awarded to and received by the CITY. The CITY anticipates receiving a total of **$209,893** in JAG funding, and transferring 50% of that total to the COUNTY, in the anticipated amount of **$104,946.50.**
Nothing in this agreement obligates the CITY to transfer funds to the COUNTY in any amount in excess of 50% of those JAG funds actually allocated to, and received by, the CITY.

Section 2.

COUNTY agrees to use **$104,946.50** for the FY2022 JAG LUBBOCK COUNTY JOINT LAW ENFORCEMENT INITATIVE Program until September 30, 2023.

Section 3.

Nothing in the perfonnance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the TEXAS Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY or the COUNTY other than claims for which liability may be imposed by the TEXAS Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF LUBBOCK, TEXAS

TRAY PAYNE, Mayor

COUNTY OF LUBBOCK, TEXAS

CURTIS PARRISH, County Judge

ATTEST:

REBECCA GARZA, City Secretary

ATTEST:

KELLY PINION, County Clerk

APPROVED AS TO CONTENT:

FLOYD MITCHELL, Police Chief

APPROVED AS TO CONTENT:

KELLY S. ROWE, Sheriff

APPROVED AS TO FORM:

Jeff Hartsell, Assistant City Attorney

APPROVED AS TO FORM:

NEAL BURT, Assistant District Attorney
Civil Division Chief

OMB No. 1121-0329
Approval Expires 12/31/2023

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

BJA FY 2022 Edward Byrne Memorial Justice Assistance Grant Program — Local Solicitation

Assistance Listing Number #	16.738
Grants.gov Opportunity Number:	O-BJA-2022-171368
Solicitation Release Date:	June 22, 2022 2:00 PM
Grants.gov Deadline:	August 10, 2022 8:59 PM
Application JustGrants Deadline:	August 11, 2022 8:59 PM

Overview

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) seeks applications for funding for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the DOJ's mission by assisting local and tribal law criminal justice efforts to prevent or reduce crime and violence and to improve the administration of the criminal justice system.

This solicitation incorporates the OJP Grant Application Resource Guide by reference. The OJP Grant Application Resource Guide provides guidance to applicants to prepare and submit applications to OJP for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

Solicitation Categories

Competition ID	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2022-00154-PROD	Category 1 - Applicants with eligible allocation amounts of less than $25,000	618	$9,450,338.00	10/1/21 12:00 AM	24
C-BJA-2022-00155-PROD	Category 2 - Applicants with eligible allocation amounts of $25,000 or more	580	$83,437,803.00	10/1/21 12:00 AM	48

Eligible Applicants:
City or township governments, County governments, Native American tribal governments (Federally recognized), Special district governments, Other

Other

By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff. The eligible allocations by state for the fiscal year (FY) 2022 JAG Program can be found at: https://bja.ojp.gov/program/jag/fy-2022-allocations.

Eligible allocations under JAG are posted annually on the JAG web page. See the allocation determination and "Units of Local Government" requirements section for more information. **Applicants with eligible allocation amounts of less than $25,000 will apply to Category 1, and applicants with eligible allocation amounts of $25,000 or more will apply to Category 2.**

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Contact Information

For technical assistance with submitting the Application for Federal Assistance standard form (SF)-424 and a Disclosure of Lobbying Activities form (SF-LLL) in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, Grants.gov customer support, or support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in DOJ's Justice Grants System (JustGrants), contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates 5 a.m. to 9 p.m. eastern time Monday–Friday and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

For assistance with any other requirements of this solicitation, contact the OJP Response Center by telephone at 800-851-3420 or TTY: 301-240-6310 (hearing impaired only), or by email at grants@ncjrs.gov. The OJP Response Center hours of operation are 10 a.m. to 6 p.m. eastern time Monday–Friday, and 10 a.m. to 8 p.m. on the solicitation close date.

Submission Information
Applications will be submitted to DOJ in two steps:

Step 1: The applicant must submit by the Grants.gov deadline the required Application for Federal Assistance standard form (SF)-424 and a Disclosure of Lobbying Activities (SF-LLL) form when they register in Grants.gov at https://www.grants.gov/web/grants/register.html. To register in Grants.gov, the applicant will need to ensure that its System for Award Management (SAM) registration is current.

Step 2: The applicant must then submit the **full application,** including attachments, in JustGrants at https://justicegrants.usdoj.gov/. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. OJP encourages applicants to review the "How to Apply" section in the OJP Grant Application Resource Guide and the JustGrants website for more information, resources, and training.

Contents

Contact Information	2
Program Description	5
Overview	5
Specific Information	5
Goals, Objectives, Deliverables, and Timeline	13
Evidence-Based Programs or Practices	13
Information Regarding Potential Evaluation of Programs and Activities	13
Federal Award Information	13
General Guidance for Federal Award	13
Types of Awards	14
Financial Management and System of Internal Controls	14
Budget Information	14
Cost Sharing or Matching Requirement	15
Pre-agreement Costs (also known as Pre-award Costs)	15
Limitation on Use of Award Funds for Employee Compensation: Waiver	15
Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs	15
Costs Associated with Language Assistance (if applicable)	15
Eligibility Information	15
Application and Submission Information	15
Information to Complete the Application for Federal Assistance (SF-424)	15
Standard Applicant Information (JustGrants 424 and General Agency Information)	16
Proposal Narrative	16
Budget and Associated Documentation	17
Budget Worksheet and Budget Narrative (attachment)	17
Indirect Cost Rate Agreement (if applicable)	17
Financial Management Questionnaire (including applicant disclosure of high-risk status)	17
Disclosure of Process Related to Executive Compensation	17
Additional Application Components	17
Research and Evaluation Independence and Integrity Statement	17
Certifications and Assurances by the Chief Executive of the Applicant Government	18
Disclosures and Assurances	18
Disclosure of Lobbying Activities	18
DOJ Certified Standard Assurances	18
Applicant Disclosure of Duplication in Cost Items	18
DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements	18
Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)	18
How to Apply	18
Submission Dates and Time	19
Application Review Information	19
Review Process	19
Federal Award Administration Information	20
Federal Award Notices	20
Administrative, National Policy, and Other Legal Requirements	20
	20
	20
Information Technology (IT) Security Clauses	20

General Information about Post-Federal Award Reporting Requirements 20
Federal Awarding Agency Contact(s) 21
Other Information 21
Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a) 21
Provide Feedback to OJP 21
Application Checklist 21

Program Description

Overview

OJP is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government as described in this FY 2022 JAG Program Local Solicitation.

For more information on the JAG Program, please refer to the JAG Fact Sheet and/or JAG Frequently Asked Questions (FAQs).

Statutory Authority: The JAG Program is authorized by Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Specific Information

Statutory Formula
JAG awards are based on a statutory formula that is fully described within the JAG Technical Report. Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which, in general, consists of:

1. Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
4. Determining units of local government award allocations, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is $10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local Solicitation) for a JAG award. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is less than $10,000, however, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that is awarded to the state

Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds
Eligible allocations under JAG are posted annually on the JAG web page.

According to the JAG Program statute, a "disparity" may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). Units of local government identified by BJA as disparate must select a fiscal agent that will submit a joint application for the allocation to include all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility on the JAG web page, an applicant should click on its respective state and note the following regarding the state's allocation table:

1. Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
2. Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required MOU.
3. Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU.

Statutory Program Areas
In general, JAG funds awarded to a unit of local government under the FY 2022 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following program areas:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

Note that the statute defines "criminal justice" as "activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies, and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency."

BJA Areas of Emphasis
BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. Key areas of priority for BJA include: Combatting Hate Crime, Promoting Public Trust between Communities and Criminal Justice Agencies, Reducing Violent Crime, Community Violence Intervention (CVI), Addressing COVID-19 Criminal Justice Challenges and Sustaining Innovations, and Crime Analysis and Investigation. BJA encourages each recipient of FY 2022 JAG funds to join federal law enforcement agencies in addressing these challenges. Additional details on the BJA areas of emphasis can be found below:

Combatting Hate Crime: Hate crimes (sometimes called bias-motivated crimes) are criminal offenses motivated by some form of bias toward victims on the basis of their perceived or actual race, color, religion, national origin, sexual orientation, gender, gender identity, or disability. As noted in the June 21, 2021, BJA Acting Director Mahoney Letter to JAG State Administering Agency (SAA) Directors and the January 26, 2022, DOJ Associate Attorney General Gupta Letter to SAA Directors, JAG funds may be used to prevent and respond to hate crimes and bias-motivated attacks. BJA encourages JAG recipients to utilize funding to prioritize efforts to identify, investigate, report, and prevent hate crimes and hate incidents; increase public awareness and expand/enhance the reporting of hate crimes; enhance the capacity of law enforcement and prosecutors to prevent and address hate crimes through education, training, and tools to investigate and prosecute hate crime cases; increase collaboration between federal, state, local, tribal, and territorial

(SLTT) law enforcement and prosecution agencies in their investigation and prosecution of hate crimes; assist SLTT law enforcement with training in identifying and classifying hate crimes and update these crimes in their entries in the National Incident-Based Reporting System (NIBRS); create state-run hate crime reporting hotlines that direct individuals to law enforcement, if appropriate; and fund victim support services. More information on BJA's hate crimes portfolio, including the Emmett Till Cold Case Investigations and Matthew Shepard and James Byrd, Jr. Hate Crimes programs, can be found at Hate Crime | Bureau of Justice Assistance (ojp.gov).

Promoting Public Trust between Communities and Criminal Justice Agencies: For many communities, recent high profile incidences of excessive uses of force have contributed to strained relationships and a lack of confidence in law enforcement, courts, and prosecutors. Justice system practitioners' ability to address crime and collaborate with the public depends on having trust and legitimacy with the communities they serve. Criminal justice agencies must work together to renew and strengthen relationships with community members and leaders in order to elevate public confidence and trust in law enforcement, the courts, prosecutors, defense counsel, and corrections; reduce crime; and ensure that the rights of all are protected. In his January 21, 2022, remarks to the U.S. Conference of Mayors, Attorney General Garland stated, "...promoting public trust between communities and law enforcement is essential to making both communities and policing safer. The department will continue to fulfill its duty to ensure the constitutional policing practices that promote the accountability necessary to build that public trust." As such, BJA encourages SLTT jurisdictions to utilize JAG funding in support of projects that aim to partner police and community organizations and advance constitutional policing practices that create the transparency and accountability necessary to build public trust. The practices include, but are not limited to: eliminating racial profiling and implicit bias, eliminating excessive force and chokeholds, eliminating "no-knock" warrants in drug cases, eliminating contractual arrangements that prevent investigations of law enforcement misconduct, and prohibiting sexual contact between police and persons in their custody. BJA also encourages SLTT jurisdictions to utilize JAG funding in support of projects that aim to increase trust and confidence in prosecutorial, defense, and court practices such as neighborhood-focused community courts programs and building capacity and tools to protect constitutional rights under the Sixth Amendment.

Reducing Violent Crime: Although the Federal Bureau of Investigation (FBI) Uniform Crime Report (UCR) *Crime in the United States* publications for 2020 and 2021 are not yet available, there are other indicators to suggest that certain types of violent crime increased in many areas. According to an analysis of 27 cities conducted by the Council on Criminal Justice, incidents of homicide increased 5 percent over 2020, which had already seen a 44 percent increase in homicides over 2019. Also, preliminary data compiled by the National Law Enforcement Officers Memorial Fund (NLEOMF) indicates that as of December 31, 2021, 458 federal, state, tribal, and local law enforcement officers died in the line of duty in 2021. This is an increase of 55 percent from the 295 officers killed during the same period in 2020 and is the highest total line-of-duty officer deaths since 1930 when there were 312 fatalities. In addition, the past year has seen an unprecedented increase in threats of violence against Americans who administer the election process in our country.

In June of 2021, the Biden-Harris Administration announced a Comprehensive Strategy to Prevent and Respond to Gun Crime and Ensure Public Safety to stem the flow of firearms used to commit violence including by holding rogue firearms dealers accountable for violating federal laws; supporting local law enforcement with federal tools and resources to help address summer violent crime; investing in evidence-based community violence interventions; expanding summer programming, employment opportunities, and other services and supports for teenagers and young adults; and helping formerly incarcerated individuals successfully reenter their communities.

Recognizing that violent crime and the drivers of that crime vary from community to community, BJA encourages JAG grantees to invest funds to tailor programs and responses to state and local crime issues through the use of data and analytics; coordinate with United States Attorneys and Project Safe Neighborhoods grantees in order to leverage funding for violence reduction projects, and coordinate their law enforcement activities with those of federal law enforcement agencies such as the FBI, the Bureau of Alcohol, Tobacco, Firearms, and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security (DHS); and form partnerships with federal, state, and local law enforcement and prosecutors to identify persons who use guns in the commission of a

crime and who purchase or sell guns illegally. This includes ensuring that persons prohibited from purchasing firearms (see e.g.,18 U.S.C. § 922(g)) are deterred from doing so by enhancing complete, accurate, and timely access to the FBI's National Instant Criminal Background Check System (NICS) and the submission of all necessary records to the FBI databases in a timely fashion, thereby helping to prevent illegal transfers of firearms to those who are prohibited from owning firearms under current law.

In addition, in June 2021, DOJ issued guidance regarding threats against election workers and a task force to address the rise in such threats. BJA also sent a letter to SAA Directors to address the rise in such threats. BJA also sent a letter to SAA Directors clarifying that JAG funds can be used to deter, detect, and protect against threats of violence against election workers, administrators, officials, and others associated with the electoral process. BJA encourages JAG recipients to utilize funds to prevent and respond to violent threats of this kind.

Community Violence Interventions: In April 2021, the Biden-Harris Administration announced historic investments in community violence intervention (CVI) efforts to combat the gun violence epidemic. CVI is an approach that uses evidence-informed strategies to reduce violence through tailored, community-centered initiatives. These multidisciplinary strategies engage individuals and groups to prevent and disrupt cycles of violence and retaliation and establish relationships between individuals and community assets to deliver services that save lives, address trauma, provide opportunity, and improve the physical, social, and economic conditions that drive violence. CVI strategies typically focus on high risk individuals and gang and gun violence, as well as the historical and structural challenges that often contribute to community violence. CVI strategies should involve holistic, coordinated interventions attending to the multiple needs of individuals at high risk of gang and gun violence. For example, hospital-based violence intervention programs use credible messengers to connect with victims of gun violence while they are still in the hospital, and then wraparound services are typically deployed such as behavioral health supports, employment access, housing advocacy, and family supports. visit https://bja.ojp.gov/program/community-violence-intervention/overview. BJA encourages JAG recipients to invest JAG funds to tailor programs and responses to CVI in an effort to build strong, sustained partnerships with community residents and organizations to support CVI work in communities most impacted by violent crime. CVI strategies will be highlighted on BJA's National Training and Technical Assistance Center (NTTAC) website, and jurisdictions looking to implement those strategies can request training and technical assistance (TTA) on the NTTAC website.

Addressing COVID-19 Criminal Justice Challenges and Sustaining Innovations: As a result of the COVID-19 pandemic, SLTT criminal justice agencies implemented various community mitigation policies to prevent and reduce the spread of COVID-19. Courts at every level were forced to cancel or significantly scale back proceedings, which commonly included suspending in-person hearings, granting extensions of court deadlines and waivers of speedy trials, restricting access to court buildings, and postponing jury trials. This created a backlog of cases, which impacted criminal court operations and court staff, victims, and witnesses, as well as defendants. To address backlogs and other consequences of the necessary mitigation policies, SLTT agencies created innovative ways to administer justice. While many of these innovations had an up-front cost, they hold significant potential to be cost saving and efficient over time. For example, correctional facilities have enabled virtual programming, education, medical appointments, and family visits, as well as efforts to reduce incarcerated populations. Police departments have hosted virtual community engagement events and opportunities, and courts and community corrections have increased the use of virtual staffing, status hearings, client visits, and access to treatment and support services. In addition, resources have supported the purchase of technology like headsets and Wi-Fi hotspots to ensure confidentiality of defense counsel with clients, as well as partnerships with community partners to host outdoor events like drug court graduations. It is important for SLTT agencies to sustain innovations that improved both the efficiency and effectiveness of justice system operations, and BJA encourages JAG recipients to utilize funds for continued innovation sustainment activities and to continue to address the backlog of cases. This could include the purchase of technology to enhance the use of virtual tools to conduct outreach to witnesses and defendants, as well as for hearings and status conferences, staffing, and enhancing access to services; resources to assist the jurisdiction to develop or enhance its case management system to assess and work to eliminate the backlog of cases; building tools to support diversion and alternatives to incarceration as part of the review of backlogged cases; and technology and equipment to retrofit court houses and staff to mitigate risks to staff and those coming to court. In addition to

or in conjunction with support for technology, BJA encourages SLTT agencies to address backlogs by instituting triage and other case-processing improvements, including diversion practices, by prosecutors and courts pretrial, as well as the implementation of legal and nonlegal navigators to guide and support defendants through the legal process.

Crime Analysis and Investigation: With the recent increases in violent crime, crime analysis and investigations have become increasingly vital. Law enforcement agencies that have robust analysis capabilities are better able to focus their limited resources in ways that directly improve public safety while protecting the rights of civilians. According to the International Association of Crime Analysts (IACA), "Crime analysis is both a profession and a set of techniques." The professionals who perform crime analysis, and the techniques they use, are dedicated to helping law enforcement agencies become more effective through the use of relevant metrics, information, and analytical practices.

This past year, ransomware has emerged as an international challenge affecting public sectors, private sectors, and even individuals. According to Cybersecurity and Infrastructure Security Agency (CISA) Alert (AA22-040A), "ransomware tactics and techniques continued to evolve in 2021, which demonstrates ransomware threat actors' growing technological sophistication and an increased ransomware threat to organizations globally." To combat this growing threat, DOJ, DHS, and other federal partners have launched a centralized repository of resources for organizations and individuals at StopRansomware.gov. This is a collaborative effort across the federal government and is the first joint website created to help private and public organizations mitigate their ransomware risk.

BJA encourages JAG recipients to utilize funds to support crime analysis efforts, including the hiring of cybercrime analysts and investigators, as well as cybercrime training for state or local law enforcement and emergency dispatch personnel. Recipients utilizing grant funds to support technological devices, artificial intelligence, predictive analytics, and other data-driven solutions ("Technological enhancements") directly should ensure those projects address the tenants of digital trust to include: how the technology will be carefully implemented through training of personnel and the setting and enforcement of policies governing its use to ensure that it contributes to positive outcomes for public safety, the community and/or the criminal justice system; and how the recipient will safeguard privacy, civil rights, and civil liberties throughout the duration of the project period.

Additional Uses of JAG Funds

JAG funds awarded under this FY 2022 solicitation may be used to:

- Enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 et seq. and/or improve the functioning of the criminal justice system, with emphasis on violent crime and serious offenses, by providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws and assist the victims of such crimes (other than compensation).
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones within correctional facilities. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).
- Purchase fentanyl and methamphetamine detection equipment, including handheld instruments and training for law enforcement safety, as well as opioid reversal agents.
- Purchase drug-detection canines to combat the rise in drug trafficking, including that of methamphetamines.
- Support efforts to seal and expunge criminal history information in accordance with state laws and policies.
- Support efforts to attract and retain an all-inclusive, diverse, expert, and accountable law enforcement workforce.
- Support virtual reality de-escalation training.
- Purchase humane remote restraint devices that enable law enforcement to restrain an uncooperative subject without requiring the infliction of pain.
- Purchase gunfire detection technology.
- Additionally, JAG funds awarded under this FY 2022 solicitation may be used for any purpose indicated here: Purposes for Which Funds Awarded under the Edward Byrne Memorial Justice Assistance Grants (JAG) Program May Be Used (ojp.gov).

Limitations on the Use of JAG Funds

Administrative Costs
Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Supplanting
JAG funds may not be used to supplant state or local funds, but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available. See the JAG FAQs for examples of supplanting. Although supplanting is prohibited, the leveraging of federal funding is encouraged.

Matching Funds
Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Prohibited Expenditures and Associated Procedures under JAG
The JAG statute, at 34 U.S.C. § 10152(d),specifically identifies a list of prohibited items. JAG funds provided under this part may NOT be used, directly or indirectly, to provide any of the following: (1) Any security enhancements or any equipment to any nongovernmental entity that is not engaged in criminal justice or public safety. (2) Unless the Attorney General certifies that extraordinary and exigent circumstances exist that make the use of such funds to provide such matters essential to the maintenance of public safety and good order:

- Vehicles, vessels, or aircraft*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar matters

*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification. For purposes of JAG, a vehicle is considered a "police cruiser" only if it is used in the ordinary course for routine police patrol within the United States. Vehicles (including motorcycles, SUVs, and ATVs) used as "police cruisers" are not prohibited under JAG, and therefore may be acquired with JAG funds in the ordinary course, to the extent otherwise allowable under the award. For more information, please see the "prohibited expenditure list" at: JAG Prohibited and Controlled Expenditures Guidance.

Please refer to the JAG FAQs for details on how to request prior approval (a waiver) from BJA to utilize JAG funds for prohibited item(s).

Note: The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and/or any accompanying accessories to support UAS or UAV devices/systems, is unallowable.

Other Program Requirements
A unit of local government that applies for and receives an FY 2022 JAG award must note the following:

Trust Fund — Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see 2 C.F.R. § 200.305.

Certifications and Assurances by the Chief Executive of the Applicant Government (which incorporates the 30-day governing body review requirement) — A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government." The most up-to-date version of this certification can be found at: FY 2022 Byrne JAG — Certifications and Assurances by the Chief Executive of the Applicant Government (ojp.gov). Please note that this certification takes the place of the review narrative attachment and contains

assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

OJP will not deny an application for an FY 2022 award for failure to submit these "Certifications and Assurances by the Chief Executive of the Applicant Government" by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances, properly executed by its respective chief executive (e.g., the mayor).

Body-worn Cameras (BWCs) — A JAG award recipient that proposes to use FY 2022 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: Edward Byrne Memorial Justice Assistance Grant (JAG) Program — Body-worn Camera (BWC) Policy Certification (ojp.gov).

A JAG award recipient that proposes to use funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the JAG award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for BWC-related expenses, the JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request. The BJA BWC Toolkit provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the Body-worn Camera Policy and Implementation Program (BWCPIP). BWCPIP allows jurisdictions to develop and implement policies and practices required for effective program adoption; and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the BWC Program web page for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor — Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards (https://cjtec.org/compliance-testing-program/compliant-product-lists/). In addition, body armor purchased must be made in the United States.

Finally, body armor purchased with JAG funds must be "uniquely fitted vests," which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of: (1) correctly sized panels and carrier determined through appropriate measurement, and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP's efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor (Active Standard ASTM E3003) at no cost. The Personal Armor Fit Assessment Checklist is excerpted from ASTM E3003.

A JAG award recipient that proposes to use FY 2022 award funds to purchase body armor must provide OJP with a certification(s) that each law enforcement agency receiving body armor has a written "mandatory wear" policy in effect* (see 34 U.S.C. § 10202(c)). The certification form related to mandatory wear can be found at: Justice Assistance Grant (JAG) Program — Body Armor Mandatory Wear Policy Certification (ojp.gov).Note: A JAG award recipient that proposes to use funds for the purchase of body armor will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize funds for the purchase body armor after the award is accepted, the award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the JAG award recipient must collect a completed mandatory wear certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request.

Apart from the JAG Program, BJA provides funds under the Patrick Leahy Bulletproof Vest Partnership (BVP) Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the BVP web page. JAG award recipients should note, however, that funds may not be used as any part of the 50 percent match required by the BVP Program.

*A mandatory wear concept and issues paper and a model policy are available from the BVP Customer Support Center, which can be contacted at vests@usdoj.gov or toll free at 1–877–758–3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found in the JAG FAQs.

Interoperable Communications — Units of local government (including any subrecipients) that are using FY 2022 JAG funds for emergency communications activities should comply with the SAFECOM Guidance for Emergency Communication Grants (SAFECOM Guidance), including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is an essential resource for entities applying for federal financial assistance for emergency communications projects. It provides general information on eligible activities, technical standards, and other terms and conditions that are common to most federal emergency communications programs. Specifically, the SAFECOM Guidance provides guidance to applicants on:

- Recommendations for planning, coordinating, and implementing projects.
- Emergency communications activities that can be funded through federal grants.
- Best practices, policies, and technical standards that help to improve interoperability.
- Resources to help grant recipients comply with technical standards and grant requirement

SAFECOM Guidance is recognized as the primary guidance on emergency communications grants by the Administration, Office of Management and Budget, and federal grant program offices. CISA updates the document every year in close coordination with federal, state, local, tribal, and territorial stakeholders and partners. SAFECOM Guidance is applicable to all federal grants funding emergency communications. The most recent version of the SAFECOM Guidance is available at https://www.cisa.gov/safecom/funding.

Additionally, emergency communications projects funded with FY 2022 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact ecd@cisa.dhs.gov for more information. All communications equipment purchased with FY 2022 JAG Program funding should be identified during the quarterly performance measurement reporting.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database — If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching available at https://www.justice.gov/olp/page/file/1204386/download. For more information about DNA testing as it pertains to JAG, please refer to the JAG FAQs.

Entry of Records into State Repositories — As appropriate and to the extent consistent with law, a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to NICS determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A), must have a system in place to ensure that all such NICS-relevant

dispositions or records are made available in a timely fashion.

National Incident-based Reporting System (NIBRS) — In FY 2016, the FBI formally announced its intention to sunset the UCR program's traditional Summary Reporting System (SRS) and replace it with NIBRS by January 1, 2021. By statute, BJA JAG awards are calculated using summary part 1 violent crime data from the FBI's UCR program. Specifically, the formula allocations for JAG rely heavily on the ratio of "the average number of part 1 violent crimes of the UCR of the FBI reported by such state for the three most recent years reported by such state to the average annual number of such crimes reported by all states for such years" (34 U.S.C. 10156(a)(1)(B)). Further, the local allocations rely on the "average annual number of part 1 violent crimes reported by such unit to the Federal Bureau of Investigation for the 3 most recent calendar years for which such data is available bears to the number of part 1 violent crimes reported by all units of local government in the State in which the unit is located to the Federal Bureau of Investigation for such years" (34 U.S.C. 10156(d)(2)(A). In preparation for the FBI's 2021 NIBRS compliance deadline, BJA imposed an administrative requirement for JAG award recipients that are not NIBRS compliant to dedicate 3 percent of their JAG award toward coming into full compliance with the FBI's NIBRS data submission requirement to both encourage and assist jurisdictions in working toward compliance and ensure they continued to have critical criminal justice funding available through JAG when SRS transitioned to NIBRS. **A NIBRS set-aside is NOT required for FY 2022 awards**; however, JAG recipients are encouraged to continue working toward and/or maintaining NIBRS compliance to ensure that JAG eligibility is not affected in future fiscal years. More information about NIBRS, including toolkits and updates from the FBI Criminal Justice Information Services team, can be found at NIBRS — FBI.

Goals, Objectives, Deliverables, and Timeline

Goals

In general, the FY 2022 JAG Program is designed to provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice.

Objectives

The objectives are directly related to the JAG Program accountability measures described at https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf.

Deliverables

A unit of local government that receives an FY 2022 JAG award will be required to produce various types of reports including quarterly financial reports, quarterly performance reports, and semi-annual progress reports in JustGrants.

The Goals, Objectives, and Deliverables are directly related to the performance measures that show the completed work's results, as discussed in the "Application and Submission Information" section.

Evidence-Based Programs or Practices

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the OJP Grant Application Resource Guide.

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the OJP Grant Application Resource Guide section entitled "Information Regarding Potential Evaluation of Programs and Activities."

Federal Award Information

General Guidance for Federal Award

Total number of awards BJA expects to make:1198
Maximum dollar amount for each award: $4,283,151

Total amount to be awarded under solicitation: $92,888,141
Period of performance start date: October 1, 2021
Period of performance duration:24–48 months

Category 1 — Eligible Allocation Amounts of Less than $25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than $25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than $25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the project period end date and will be automatically granted upon request.

Category 2 — Eligible Allocation Amounts of $25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of $25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least $25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via JustGrants no fewer than 30 days prior to the project period end date

Availability of Funds
This solicitation and awards (if any are made) under this solicitation are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States; its departments, agencies, or entities; its officers, employees, or agents; or any other person.

The allocations for the FY 2022 JAG Program can be found at: Fiscal Year (FY) 2022 Local Edward Byrne Memorial Justice Assistance Grant (JAG) Allocations (ojp.gov).

Solicitation Categories

Competition ID	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2022-00154-PROD	Category 1 - Applicants with eligible allocation amounts of less than $25,000	618	$9,450,338.00	10/1/21 12:00 AM	24
C-BJA-2022-00155-PROD	Category 2 - Applicants with eligible allocation amounts of $25,000 or more	580	$83,437,803.00	10/1/21 12:00 AM	48

Types of Awards

BJA expects to make awards under this solicitation as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the OJP Grant Application Resource Guide for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the OJP Grant Application Resource Guide for additional information.

Budget Information

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provision in the "Financial Information" section of the OJP Grant Application Resource Guide.

General requirement for federal authorization of any subaward; statutory authorization of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards ("subgrants") unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward. However, JAG subawards that are required or specifically authorized by statute (see 34 U.S.C. § 10152(a) and 34 U.S.C. § 10156) do not require prior approval. For additional information regarding subawards and authorizations, please refer to the subaward section in the OJP Grant Application Resource Guide.

Unmanned Aircraft Systems
The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and/or any accompanying accessories to support UAS or UAV devices/systems, is unallowable.

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Pre-agreement Costs (also known as Pre-award Costs)

See the OJP Grant Application Resource Guide for information on Pre-agreement Costs (also known as Pre-award Costs).

Limitation on Use of Award Funds for Employee Compensation: Waiver

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

See the OJP Grant Application Resource Guide for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

Costs Associated with Language Assistance (if applicable)

See the OJP Grant Application Resource Guide for information on Costs Associated with Language Assistance.

Eligibility Information

For eligibility information, see the solicitation cover page.

For information on cost sharing or matching requirements, see the "Federal Award Information" section.

Application and Submission Information

See the "Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide for information on what happens to an application that does not contain all the specified elements or is nonresponsive to the scope of the solicitation.

Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the OJP Grant Application Resource Guide for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will**

complete application materials in JustGrants. JustGrants will use this information *(email address)* to assign the application to this user in JustGrants.

Intergovernmental Review: This solicitation ("funding opportunity") is subject to Executive Order 12372. An applicant may find the names and addresses of state Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf. If the applicant's state appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372 but has not been selected by the state for review."

Standard Applicant Information (JustGrants 424 and General Agency Information)

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add: zip codes for areas affected by the project; confirm its Authorized Representative; and verify and confirm the organization's unique entity identifier, legal name, and address.

Proposal Narrative

The proposal narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point Times New Roman font, and have no less than 1-inch margins. Pages should be numbered and submitted as an attachment.

Category 1 — Eligible Allocation Amounts of Less than $25,000
The proposal narrative for Category 1 applications should include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

Category 2 — Eligible Allocation Amounts of $25,000 or More
The proposal narrative for Category 2 applications should include:

a. Description of the Issue — Identify the unit of local government's strategy/funding priorities for the FY 2022 JAG funds, the subgrant award process (if applicable, including disparates) and timeline, any progress or challenges, and a description of the programs to be funded over the 4-year grant period.

b. Project Design and Implementation — Describe the unit of local government's strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan. It should identify the stakeholders currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.

c. Capabilities and Competencies — Describe any additional strategic planning/ coordination efforts in which the units of local government participate with other criminal justice entities within the local jurisdiction.
Plan for Collecting the Data Required for this Solicitation's Performance Measures

d. Plan for Collecting the Data Required for this Solicitation's Performance Measures —OJP will require each successful applicant to submit specific performance data that show the completed work's results. The performance data directly relate to the objectives previously identified under "Objectives."

Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it

receive funding.

Note: Applicants are not required to submit performance data with the application. Rather, performance measure information is included as an alert that successful applicants will be required to submit performance data as part of each award's reporting requirements.

BJA will require award recipients to submit performance measure data in BJA's PMT located at https://bjapmt.ojp.gov and separately submit an annual (Category 1 recipients) or semi-annual (Category 2 recipients) performance report in JustGrants. BJA will provide further guidance on the post-award submission process, if selected for award.

Note on Project Evaluations
An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "Note on Project Evaluations" section in the OJP Grant Application Resource Guide.

Budget and Associated Documentation

Budget Worksheet and Budget Narrative (attachment)

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the OJP Grant Application Resource Guide for additional information.

The budget narrative and budget worksheet (attachment) are critical elements, and applicants will be unable to successfully submit an application in JustGrants unless an attachment is uploaded in this section. If an applicant does not have a budget to submit at the time of application, an attachment must be uploaded noting as such, and BJA will add the appropriate special condition withholding funds for budget documentation.

Please note that the budget narrative should include a full description of all costs, including administrative costs (if applicable).

Indirect Cost Rate Agreement (if applicable)

The applicant will submit its indirect cost rate agreement by uploading it as an attachment in JustGrants. See the OJP Grant Application Resource Guide for additional information.

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

Financial Management Questionnaire (including applicant disclosure of high-risk status)

The applicant will download the questionnaire, complete it, and submit it by uploading it as an attachment in JustGrants. See the OJP Grant Application Resource Guide for additional information and the link to the questionnaire.

Disclosure of Process Related to Executive Compensation

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating its "Disclosure of Process Related to Executive Compensation" provisions. Applicants to this solicitation are not required to provide this disclosure.

Additional Application Components

The applicant will attach the requested documentation in JustGrants.

Research and Evaluation Independence and Integrity Statement

If an application proposes research (including research and development) and/or evaluation, the applicant must

demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will submit documentation of its research and evaluation independence and integrity by uploading it as an attachment in JustGrants. For additional information, see the OJP Grant Application Resource Guide.

Certifications and Assurances by the Chief Executive of the Applicant Government

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government" attached in the section above entitled "Other Program Requirements." The most up-to-date certification form can be found at: FY 2022 Byrne JAG — Certifications and Assurances by the Chief Executive of the Applicant Government (ojp.gov).

Disclosures and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities

Complete and submit the SF-LLL in Grants.gov. See the OJP Grant Application Resource Guide for additional information.

DOJ Certified Standard Assurances

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the OJP Grant Application Resource Guide for additional information.

Applicant Disclosure of Duplication in Cost Items

Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the OJP Grant Application Resource Guide for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; and Law Enforcement and Community Policing in JustGrants. See the OJP Grant Application Resource Guide for additional information.

Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)

If applicable, submit the DOJ High Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High Risk Grantee is an award recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible. See the OJP Grant Application Resource Guide for additional information.

How to Apply

Step 1: The applicant must submit the **SF-424** and an **SF-LLL** in Grants.gov at https://www.grants.gov/web/grants/register.html.

Step 2: The applicant must then submit the **full application,** including attachments, in JustGrants at JustGrants.usdoj.gov.

For additional information, see the "How to Apply" section in the OJP Grant Application Resource Guide and the DOJ Application Submission Checklist.

Submission Dates and Time

The **SF-424** and the **SF-LLL** must be submitted in Grants.gov by August 10, 2022 at 8:59 p.m. eastern time.

The **full application** must be submitted in JustGrants by August 11, 2022 at 8:59 p.m. eastern time.

OJP urges applicants to submit their Grants.gov and JustGrants submissions prior to the due dates to allow sufficient time to correct errors and resubmit by the submission deadlines if a rejection notification is received. To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline.

Experiencing Unforeseen Technical Issues
An applicant that experiences unforeseen SAM.gov, Grants.gov, or JustGrants technical issues beyond its control that prevent application submission by the deadline must demonstrate all efforts in requesting technical support in order to submit an application by the deadline. Technical support is available via phone and email to the applicable SAM.gov, Grants.gov, or JustGrants support centers or service desks in which an applicant received a ticket number for resolution. If an applicant misses a deadline due to unforeseen technical difficulties, the applicant may request a waiver to submit an application after the deadline. *Note: If an applicant does not submit all the required Grants.gov forms by the Grants.gov deadline, the applicant will not be able to proceed to the JustGrants portion of the application process.*

An applicant experiencing technical difficulties with the following systems must contact the associated support desk indicated below to report the technical issue and receive a tracking number:

- Grants.gov — Contact the Grants.gov Customer Support Hotline.
- SAM.gov — Contact the SAM Help Desk (Federal Service Desk).
- JustGrants — Contact the JustGrants Support Desk at JustGrants.Support@usdoj.gov or 833–872–5175.

An applicant requesting a waiver to submit a late application must document their request for technical assistance in an email to the OJP Response Center at grants@ncjrs.gov **within 24 hours after the application deadline** to request approval to submit its application after the deadline. If an applicant has technical issues with Grants.gov, the applicant must contact the OJP Response Center within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. Waiver requests to submit after the submission deadline must:

- Describe the technical difficulties experienced.
- Include a timeline of the applicant's submission efforts (e.g., what date and time did the error occur, what date and time was action taken to resolve the issue and resubmit; and what date and time did support representatives respond).
- Include an attachment(s) of the complete grant application and all required documentation and material.
- Include the applicant's Unique Entity Identifier (UEI) and any applicable SAM.gov tracking number(s), Grants.gov Help Desk, and JustGrants Support Desk Ticket Numbers.

OJP will review each request for late submission and required supporting documentation and notify the applicant whether the request has been approved or denied. For more details on the waiver process, OJP encourages applicants to review the "Experiencing Unforeseen Technical Issues" section in the OJP Grant Application Resource Guide.

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the OJP Grant Application Resource Guide for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed $250,000 in federal funds, OJP also must review and

consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

Federal Award Administration Information

Federal Award Notices

See the OJP Grant Application Resource Guide for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the OJP Grant Application Resource Guide.

Information Technology (IT) Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the OJP Grant Application Resource Guide for information on information technology security.

General Information about Post-Federal Award Reporting Requirements

In addition to the deliverables described in the "Program Description" section, all award recipients under this solicitation will be required to submit certain reports and data.

Category 1 — Eligible Allocation Amounts of Less than $25,000
Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA's PMT. Please note that as soon as all project activity has concluded, that report may be marked final.
- An annual performance report and final progress report through OJP's JustGrants. If all project activity has concluded at the time the first annual performance report is submitted, that report may be marked final.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

Category 2 — Eligible Allocation Amounts of $25,000 or More
Recipients must submit:

Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been

obligated and expended) through OJP's JustGrants system.

- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA's PMT.
- Semi-annual performance reports and a final performance report (at any time once all project activity has concluded) through OJP's JustGrants.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

Accountability measurement data must be submitted through BJA's Performance Measurement Tool, available at https://bjapmt.ojp.gov. The accountability measures are available at https://bjapmt.ojp.gov/help/jagdocs.html. (Note that if a unit of local government provides funding to a law enforcement agency, the unit of local government must submit quarterly accountability measurement data on training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

See the OJP Grant Application Resource Guide for additional information on specific post-award reporting requirements, including performance measure data.

Federal Awarding Agency Contact(s)

For OJP contact(s), see solicitation cover page.

For contact information for Grants.gov, see the solicitation cover page.

For contact information for JustGrants, see the solicitation cover page.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

See the OJP Grant Application Resource Guide for information on the Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a).

Provide Feedback to OJP

See the OJP Grant Application Resource Guide for information on how to provide feedback to OJP.

Application Checklist

BJA FY 2022 Edward Byrne Memorial Justice Assistance Grant Formula Program: Local Solicitation

This application checklist has been created as an aid in developing an application. The DOJ Application Submission Checklist is another resource.

What an Applicant Must Do:

Prior to registering in Grants.gov:

- Confirm your Entity's System Award Management (SAM) Registration Information (see OJP Grant Application Resource Guide)

To register in Grants.gov:

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see OJP Grant Application Resource Guide)

  Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see OJP Grant

Application Resource Guide)

To find the Funding Opportunity:

- Search for the Funding Opportunity in Grants.gov using the opportunity number, Assistance Listing, or keyword(s)
- Select the correct Competition ID
- Access the Funding Opportunity and Application Package (see Step 7 in the OJP Grant Application Resource Guide)
- Sign up for Grants.gov email notifications (optional) (see OJP Grant Application Resource Guide)
- Read Important Notice: Applying for Grants in Grants.gov
- Read OJP policy and guidance on conference approval, planning, and reporting available at https://www.ojp.gov/funding/financialguidedoj/iii-postaward-requirements#6g3y8 (see OJP Grant Application Resource Guide)

Overview of Post-Award Legal Requirements:

- Review the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2022 Awards" in the OJP Funding Resource Center.

Review Scope Requirement:

- The federal amount requested is within the allowable limit(s) of the FY 2022 JAG Allocations List as listed at: FY 2022 Local JAG Allocations.

Review Eligibility Requirement:

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

Prepare to submit the Application for Federal Assistance standard form (SF)-424 and Disclosure of Lobbying Activities form (SF-LLL)

- Review Information to complete the Application for Federal Assistance (SF-424) in Grants.gov
- Submit the Intergovernmental Review
- Complete Standard Applicant Information (SF-424 information from Grants.gov)
- Submit the **SF-424** and **SF-LLL** in Grants.gov

After the SF-424 and SF-LLL submission in Grants.gov, receive Grants.gov email notifications that:

- Submission has been received in Grants.gov
- Submission has either been successfully validated or rejected with errors (see OJP Grant Application Resource Guide)

If no Grants.gov receipt and validation, or if error notifications are received:

- Contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, at Grants.gov customer support, or by email at support@grants.gov regarding technical difficulties (see OJP Grant Application Resource Guide)

Receive email notification to complete application in JustGrants:

- Proceed to complete application in JustGrants

Content of Application Submission

- Proposal Narrative

Budget and Associated Documentation

- Budget Worksheet and Budget Narrative (attachment)
- Indirect Cost Rate Agreement (if applicable) (see OJP Grant Application Resource Guide)
- Financial Management and System of Internal Controls Questionnaire (see OJP Grant Application Resource Guide)

Additional Application Components

- Research and Evaluation Independence and Integrity (see OJP Grant Application Resource Guide)
- FY 2022 Byrne JAG — Certifications and Assurances by the Chief Executive of the Applicant Government (ojp.gov).

Disclosures and Assurances

- Disclosure of Lobbying Activities (SF-LLL) (see OJP Grant Application Resource Guide)
- Applicant Disclosure of Duplication in Cost Items (see OJP Grant Application Resource Guide)
- DOJ Certified Standard Assurances (see OJP Grant Application Resource Guide)
- DOJ Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements (see OJP Grant Application Resource Guide)
- Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see OJP Grant Application Resource Guide)

Submit application in JustGrants:

- Application has been successfully submitted in JustGrants

If no JustGrants application submission validation, or if error notifications are received:

- Contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833–872–5175 regarding technical difficulties.

2022 O-BJA-2022-171368 Proposal Narrative

2022 LUBBOCK COUNTY JOINT ENFORCEMENT INITIATIVE

The Fiscal Year (FY) 2022 Justice Administration Grant (JAG) local solicitation has determined that the City of Lubbock (COL) and Lubbock County (LC), disparate jurisdictions, are eligible to apply for $209,893 in funding. A Memorandum of Understanding (MOU) between the disparate jurisdictions, approved by the Lubbock City Council and the Lubbock County Commissioner's Court agrees to distribute the funds equitably. In other words, the COL will be allotted 50% ($104,946.50) and LC, comprising the Lubbock County Criminal District Attorney's Office and the Lubbock County Sheriff's Office, will be allotted 50% ($104,946.50).

The City of Lubbock's Accounting Department tracks dozens of grants from several different sources through the use of individual account numbers. Drawdowns and expenditures of all funds from this grant will be tracked using a specific account number assigned to this grant's funds that will differentiate it from all other grants, including other current Department of Justice and federal grants. All required reporting will be conducted through cooperation and coordination between City of Lubbock and Lubbock County personnel responsible for the management of this grant.

Description of the Issue:

A. Lubbock Police Department (LPD)

The LPD will continue to outfit all patrol officers with electronic citation writers. This technology is quickly becoming industry standard and provides numerous benefits, including improved officer safety, higher productivity, reduced ticketing errors and automated data collection and processing.

B. Lubbock Sheriff's Office (LSO)

The LSO Investigation Division continues to maintain, as well as expand, its capabilities in cyber-crimes and crime scene investigations to keep up with the latest technological advances. Technology is advancing so fast that equipment and software for investigators must also advance to keep up with the modern-day criminals already using technology to their advantage.

C. Lubbock Criminal District Attorney (LCDA)

The LCDA continues to upgrade its older mobile infrastructure, multi-media forensics lab, Crash Data Retrieval System and digital video processing capabilities along with necessary training in order to maintain the most technologically advanced prosecutor's office in the region.

Project Design and Implementation:

A. Lubbock Police Department

1. The LPD Patrol Bureau still utilizes hand-written citations for traffic-related enforcement actions. This is quickly becoming an antiquated practice, and industry standards dictate that we begin outfitting officers with electronic citation writers. The adoption of this technology brings with it numerous benefits, including improved officer safety, higher productivity, reduced ticketing errors and automated data collection and processing.

   Traffic-related incidents account for more police officer injuries and deaths than any other type of encounter. The electronic citation writers help to mitigate these risks by allowing officers to quickly collect offender information and issue a digital citation, substantially reducing the amount of time they are exposed to roadside hazards.

   Departments across the nation are facing staffing shortages, and the LPD is no exception. By providing our officers with tools to do their jobs more efficiently, we are able to accomplish more with our limited resources. Since traffic enforcement is a core responsibility of patrol officers, automating the process will greatly increase productivity.

The LPD spends countless man hours processing data that is required to be collected from traffic stops. This is not only labor intensive, but introduces the possibility of human error. The deployment of electronic citation writers will automate all functions of data collection and processing, while substantially reducing the possibility of errors.

- *Performance measures:* Decreases in traffic-related injuries, ticketing errors and data processing time. Increase in traffic enforcement productivity.

B. Lubbock County Sheriff's Office

1. As cybercrimes continue to grow, becoming more advanced with increasing innovations in computer hardware and software technology, law enforcement must respond. The acquisition of modernized computer hardware, software, and related equipment would enhance law enforcement competencies to secure digital evidence for successful investigations and subsequent prosecutions. The goal of the project is to enhance the capabilities of the Cyber Crimes and Crime Scene investigation divisions so that the cases investigated and presented to the Criminal District Attorney's Office, a stakeholder, lead to more successful prosecutions.

   - *Performance measures:* Cybercrime cases along with other cases presented to the Criminal District Attorney's Office would show improvement by way of using the latest technology available to investigators.

C. Lubbock County Criminal District Attorney's Office

1. The Lubbock County Criminal District Attorney's Office staffs certified Crash Data Retrieval Technician/Analyst and Crash Data Retrieval System (CDRS) to assist local and state law enforcement agencies in investigating motor vehicle crashes. The CDRS has proven to be an invaluable tool for investigators by supplementing the reconstruction process and providing crucial evidence at trial. The equipment and software are constantly being updated as newer vehicles are manufactured and as a result, the maintenance of a current CDRS comes at a considerable cost. The purchase

of current software, hardware and tools will insure the future reliability and usefulness of the CDRS. CDRS equipment requires periodic training to keep the technician/analyst certified and current with the system upgrades making training a priority.

- *Performance measures:* Maintain and acquire software, hardware, tools and training for the CDRS for all supported vehicles into the future.

2. The Lubbock County Criminal District Attorney's Office operates a multi-media forensics lab. This unit offers examination of crime related videos and audio files to all Lubbock County law enforcement agencies as well as to agencies and prosecutors on the South Plains of Texas. Grant funds will be used to equip and maintain the components of this lab which include infrastructure, computers, monitors, software and training.

   - *Performance measures:* Provide and maintain digital media evidence gathering technology to assist law enforcement agencies on the South Plains of Texas.

3. The Lubbock County Criminal District Attorney's Office prides itself in being the most technologically advanced prosecutor's office in the region. The Lubbock County CDA office utilizes an electronic filing system to receive cases from law enforcement agencies and tries cases using digital courtroom presentations. These presentations and the data used is mostly accessed by laptop computers and other mobile devices. As technology advances, the need to upgrade, maintain equipment and infrastructure is necessary.

   - *Performance measures:* Upgrade and maintain technological efficiency in prosecuting cases in Lubbock County.

4. Perhaps the most pressing issue for the Lubbock County Criminal District Attorney's Office is the upsurge of digital video evidence. Each case now comes with in-car video

and the majority of law enforcement in Lubbock County are now equipped with body cameras. This has doubled the amount of video files handled by this office. Combined with the dramatic increase in privately owned surveillance systems, digital video has become one of the most prevalent forms of evidence used in trials. Not only does this video have to be adapted for proper playing in court, many of these videos have to be edited or redacted before being allowed to be played in court. Editing and redacting are often ordered during trial, so having the proper equipment and software in place to accomplish this in a timely and efficient manner is a necessity for today's prosecuting offices. Coordinated efforts between the prosecutor and law enforcement in purchasing this equipment is critical. This requires standard practices and requires the prosecutor to obtain certain equipment and software for the law enforcement agencies in the county.

- *Performance measures:* Continue to obtain proper equipment and software needing to stay abreast of digital video issues in trial and to coordinate with local agencies as they obtain new video systems.

Capabilities and Competencies:

The LPD, LSO and LCDA not only coordinate their efforts to achieve a more capable and efficient criminal justice system, but do so with many Federal and State agencies, educational institutions, regional law enforcement agencies and community stakeholders as well.

Plan for Collecting the Required Data:

Performance measurement goals, objectives, evaluations and deliverables will be collected through communication and coordination with all grantees.

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor of the City of Lubbock to execute a State Grant Agreement between the City of Lubbock and the State of Texas through the Texas Department of Transportation (TxDOT), for a state-administered and federally-funded STEP-Impaired Driving Mobilization Texas Traffic Safety Program.

Item Summary

The 2022 STEP-Impaired Driving Mobilization Texas Traffic Safety Program is a state-administered, federally-funded, traffic enforcement program, emphasizing Driving While Intoxicated (DWI) saturation patrols within high risk locations, at times when alcohol-related crashes are most frequent. This is an effort to reduce the number of alcohol related traffic crashes during peak holiday traffic. The program utilizes off-duty law enforcement personnel.

Awards for this grant have been set beginning December 13, 2022. The enforcement will be conducted during FY 2022-23, with 4 mobilizations between December 13, 2022, and September 7, 2023.

Fiscal Impact

The projected expenditures for this grant are $26,858.29, and will be administered from December 13, 2022, through September 13, 2023. Through this grant, TxDOT will reimburse $21,486.63 of the expenditures, with the remaining $5,371.66 funded from LPD's Operating Budget.

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

Resolution
Grant Agreement
Budget 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 accept for and on behalf of the City of Lubbock, a Texas Traffic Safety Grant in the amount of $21,486.63 for STEP – Impaired Driving Mobilization, by and between the City of Lubbock and the State of Texas, acting by and through the Texas Department of Transportation, and related documents. In consideration for this grant, the City is obligated to match 5% of the total amount requested. Said Grant Award 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:

_____
Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

vw:ccdocs/RES.Grant-STEP
December 5, 2022

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Lubbock** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2023.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.616**
CFDA Title: **National Priority Safety Programs**
Funding Source: Section **405D**
Unique Entity Identifier (UEI) : **LXDNEKWRVKJ6**
FAIN:
30000405DTXM
69A3752330000405DTXM

Project Title: **STEP - Impaired Driving Mobilization**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **12/13/2022** or on the date of final signature of both parties, whichever is later, and ends on **09/07/2023** unless terminated or otherwise modified.

Total Awarded: **$26,858.29**
Amount Eligible for Reimbursement by the Department: **$21,486.63**
Match Amount provided by the Subgrantee: **$5,371.66**

Texas Traffic Safety eGrants

Fiscal Year 2023

Organization Name: City of Lubbock Police Department

Legal Name: City of Lubbock

Payee Identification Number: 17560005906000

Project Title: STEP - Impaired Driving Mobilization

ID: 2023-Lubbock PD-IDM-00014

Period: 12/13/2022 to 09/07/2023

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Lubbock** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2023.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.616**
CFDA Title: **National Priority Safety Programs**
Funding Source: Section **405D**
Unique Entity Identifier (UEI) : **LXDNEKWRVKJ6**
FAIN:
30000405DTXM
69A3752330000405DTXM

Project Title: **STEP - Impaired Driving Mobilization**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **12/13/2022** or on the date of final signature of both parties, whichever is later, and ends on **09/07/2023** unless terminated or otherwise modified.

Total Awarded: **$26,858.29**
Amount Eligible for Reimbursement by the Department: **$21,486.63**
Match Amount provided by the Subgrantee: **$5,371.66**

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS *(Revised:07/18/2019)*

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are

based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has

Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as

performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result

damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or

2. There is a written thirty (30) day notice by either party; or

3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

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

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to

perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** , (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973** , (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973** , (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975** , as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987** , (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this

contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/finding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate

the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://www.txdot.gov/business/partnerships/dbe.html

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the

certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification , in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a

5. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and
http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: https://www.sam.gov

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money.

The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than $750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION
(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department

D. Attend meetings according to the following:

1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.

2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement..

G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.

H. Ensure that this grant will in no way supplant (replace) funds from other sources.

Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.

J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC

funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be a

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports
2. physical inspection of project records and supporting documentation
3. telephone conversations
4. e-mails and letters
5. quarterly review meetings
6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met
2. Review project accomplishments (performance measures completed, targets achieved)
3. Account for any approved Program Income earned and expended
4. Identify exemplary performance or best practices

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

GENERAL INFORMATION

Project Title :	STEP - Impaired Driving Mobilization
Project Description :	To conduct DWI enforcement Waves during holiday periods to increase DWI arrests and earned media activity as part of the statewide "Drink. Drive. Go To Jail" campaign and in conjunction with the national Impaired Driving Mobilization campaign
How many years has your organization received funding for this project?	This will be our fifth or more year.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

GOALS STRATEGIES AND OPERATIONAL PLAN

Goal:	To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes
Strategies:	Increase enforcement of traffic safety-related laws. Increase public education and information campaigns.
Goal:	To reduce the number of DWI-related crashes, injuries, and fatalities.
Strategy:	Increase enforcement of DWI laws.

X Agency agrees to the above goals and strategies.

Operational Plan

The purpose of this mobilization is to conduct high-visibility saturation patrols within the Enforcement Zones identified in the Operational Plan (Enforcement Zone) section of the grant for at least four days between the hours of 6p-6a, Monday-Sunday during the enforcement periods outlined in the sections below. Subgrantee must also perform pre-enforcement earned-media campaigns for each enforcement period.

	Pre-Media Campaign	Enforcement Period
	Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.	Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.
Christmas/New Year's Wave	December 13, 2022- December 15, 2022	December 16, 2022 - January 01, 2023
Spring Break Wave	February 28, 2023- March 2, 2023	March 03, 2023 - March 19, 2023
Independence Day Wave	June 20, 2023 - June 22, 2023	June 23, 2023 - July 09, 2023
Labor Day Wave	August 15, 2023 - August 17, 2023	August 18, 2023 - September 04, 2023

Comments:	Zone 1 is 19th from Slide Road to Quaker; 34th Street from Slide Road to Quaker; Slide Road from 19th to 34th; Quaker Avenue from 19th Street to 34th Street Zone 2 is South Loop 289 and West Loop 289 between Marsha Sharp Freeway and Quaker Avenue

Please mark all of your proposed zones for this mobilization on a single STEP-IDM heat map and upload that map here. Click here to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 220 and rounding to the nearest whole number.

https://www.dot.state.tx.us/apps/egrants/_Upload/1170425_342126-LubbockPDIDMAllZones.pdf

XAgency agrees to conduct the engagement activities associated with this project as described

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

ENFORCEMENT ZONES

Zone Name	Zone 1
Zone Description	Slide Road between 19th Street and 34th Street. Quaker Avenue between 19th Street and 34th Street. 19th Street between Slide Road and Quaker Avenue. 34th Street between 19th Street and Quaker Avenue
Zone Hours	6 PM to 6 AM during specified Mobilization Periods
Zone Detail Map	https://www.dot.state.tx.us/apps/egrants/_Upload/1171482_341218-LubbockPDIDMZone1.pdf
Additional Documentation	

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

ENFORCEMENT ZONES

Zone Name	Zone 2
Zone Description	West Loop 289 to South Loop 289 between Marsha Sharp Freeway and Quaker Avenue
Zone Hours	6 PM to 6 AM during specified Mobilization Periods
Zone Detail Map	https://www.dot.state.tx.us/apps/egrants/_Upload/1171483_341218-LubbockPDIDMZone2.pdf
Additional Documentation	

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

STEP enforcement grants are focused on reducing crashes, and Impaired Driving Mobilization (IDM) enforcement grants specifically focus reducing fatal or serious-injury (KA) crashes where alcohol was involved (DUI). The blanks on this page represent the baseline number of KA crashes related to IDM enforcement efforts (DUI-KA), and the KA crash targets each agency hopes to achieve through IDM enforcement. The data entered on this page is the basis for the grant's enforcement performance measures. The Baseline KA crash data is provided by TxDOT using a 3-year rolling average of DUI-KA crashes as reported to TxDOT's Crash Reporting Information System (CRIS) database. The target should reflect a reduction against the Baseline KA Crash number in the top box. The target should be less than the number of Baseline KA crashes.

Baseline : Jurisdictional average annual DWI/DUI KA crashes 98

Target : Enforcement activities to reduce total DWI/DUI KA crashes to 75

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota. In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	$21,486.63	$5,371.66	$26,858.29
(200)	Fringe Benefits	$0	$0	$0
	Category I Sub-Total	$21,486.63	$5,371.66	
Category II - Other Direct Costs				
(300)	Travel	$0	$0	$0
(400)	Equipment	$0	$0	$0
(500)	Supplies	$0	$0	$0
(600)	Contractual Services	$0	$0	$0
(700)	Other Miscellaneous	$0	$0	$0
	Category II Sub-Total	$0	$0	$0
Total Direct Costs		$21,486.63	$5,371.66	$26,858.29
Category III - Indirect Costs				
(800)	Indirect Cost Rate	$0	$0	$0
Summary				
	Total Labor Costs	$21,486.63	$5,371.66	$26,858.29
	Total Direct Costs	$0	$0	$0
	Total Indirect Costs	$0	$0	$0
	Grand Total	$21,486.63	$5,371.66	$26,858.29
	Fund Sources (Percent Share)	80.00%	20.00%	

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

PI&E OBJECTIVE/PERFORMANCE MEASURE

X I agree to the below efforts with a public information and education (PI&E) program for each Enforcement Period.

a. Conduct a minimum of one (1) presentations

b. Conduct a minimum of two (2) media exposures (e.g. news conferences, news releases, and interviews)

c. Conduct a minimum of one (1) community events (e.g. health fairs, booths)

City of Lubbock, TX
Grant Award
New – Budget Detail

Administrative information:

City Assigned Grant Number:	86096
Grant Name:	FY22-23 STEP-Impaired Driving Mobilization
Grant Effective Date:	12/13/2022 – 09/07/2023
Grant Provider/Agency:	Texas Department of Transportation

Personnel Information:

#of full-time positions funded w/grant N/A

Title of Position	Annual Salary	Annual Benefits	Grant*	General Fund**
Total	$ -	$ -	$ -	$ -

	Previous Award Amount	Amendment Amount	Total Award Amount
Budget Information:			
Grant Appropriation Detail			
Overtime			$ 26,858.29
Total Appropriation			$ 26,858.29

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding, with the Children's Advocacy Center of the South Plains, for coordination of joint investigations involving child abuse.

Item Summary

Pursuant to the provisions of Texas Family Code, Title 5, Chapter 264, Subchapter E, the interagency agreement defines the scope and extent of the City's participation, along with other Lubbock County entities and agencies, in a county-wide collaborative effort to promote child welfare services.

A team approach among participating entities, and the establishment and maintenance of child-friendly environments are emphasized. Specific roles for participating entities are defined to minimize the trauma and other negative effects on children who are often impacted by child abuse, and to assist in the joint investigations of such abuse.

Fiscal Impact

None

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

Resolution
MOU

RESOLUTION

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

THAT the Chief of Police of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, the 2022-2023 Interagency Agreement (the 2022-2023 Lubbock County Memorandum of Understanding) and related documents (including the 2022-2023 Working Protocols for Lubbock County), between the City of Lubbock and other certain entities operating within Lubbock County, to coordinate activities and responses related to the investigation of child abuse within the county. Said 2022-2023 Agreement and related documents are 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:

_____
Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES.Agreement-County Child Protection Team 2023.doc

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

LUBBOCK COUNTY
INTERAGENCY MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement" or "MOU") is entered into by and between the Lubbock County District Attorney's Office, the Lubbock Police Department, the Ransom Canyon Police Department, the Slaton Police Department, the Idalou Police Department, the New Deal Police Department, the Abernathy Police Department, the Wolfforth Police Department, the Shallowater Police Department, the Lubbock County Sheriff's Office, the Children's Advocacy Center of the South Plains, Texas, Inc. ("CACSP"), the Texas Department of Family and Protective Services, the Health and Human Services Commission, the Texas Tech University Health Science Center C.A.R.E. Clinic, the Forensic Nurse Staffing of West Texas, and the Lubbock Rape Crisis Center d.b.a. Voice of Hope, each a "Participating Agency" and collectively the "Multidisciplinary Team" or the "Parties". The purpose of this Agreement is to set forth the duties and obligations of the Parties.

1. LEGAL AUTHORITY

This Agreement is authorized by and in compliance with the provisions of Texas Family Code, Section 264.403

II. MISSION STATEMENT

The mission of the Multidisciplinary Team is to effectively protect the children of the community by consolidating the community's investigative, legal, and social services into one collaborative effort. In support of this mission, each Participating Agency agrees to cooperate pursuing the following goals:

1. Minimizing revictimization of alleged abuse and neglect victims and nonoffending family members through the investigation, assessment, intervention, and prosecution process; and

2. Maintaining a cooperative team approach to facilitate successful outcomes in the criminal justice and child protection systems through shared fact-finding and strong, collaborative case development.

The Multidisciplinary Team recognizes that one of the primary tools to be utilized in the achievement of the aforementioned goals will be the intake reports generated by the Department of Family and Protective Services (DFPS) Statewide Intake (SWI) program. The SWI notifications are received by the DFPS, Law Enforcement and CACSP. Participating Agencies recognize CACSP's role is to receive, review, and track the intake reports relating to the suspected abuse or neglect of a child or the death of a child from abuse or neglect and identify those cases that meet the case acceptance criteria outlined in the Multidisciplinary Team Working Protocols, attached hereto as **Attachment A**. The CACSP shall coordinate the activities

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

of the Participating Agencies relating to abuse and neglect investigations and delivery of services to alleged abuse and neglect victims and their families.

In addition, the Multidisciplinary Team understands that the duties prescribed to the CACSP do not relieve a Participating Agency of its duty to investigate a report of abuse or neglect as required by law. This MOU shall not be construed to change, reduce, or expand the authority or jurisdiction of the CACSP or any Participating Agency as it relates to initiating and conducting investigations, assessments, and/or interventions.

III. THE MULTIDISCIPLINARY TEAM

The Multidisciplinary Team recognizes that the best interest of the children is served when investigations and services are coordinated and when agencies collaborate in a way that is mutually supportive. Each Participating Agency accepts and supports the value of the role and contribution of every other agency and agrees to support the collaborative effort. This includes the commitment of resources to the Multidisciplinary Team and the sharing of information to the extent allowed by law

IV. TERM OF THE MOU

This MOU is effective on the signature date of the latter of the Participating Agency to sign this MOU. This MOU will remain in effect for three (3) years from the effective date. There are no extension options.

All Participating Agencies commit to a routine evaluation of the collaborative effort.

This Agreement must be re-executed at least every three (3) years, on a significant change to the Agreement, or on a change of authorized signatory of a Participating Agency. The Parties agree to provide written notice to the other Parties if it determines that there is a material change in the Agreement.

V. BUDGET

There is no funding associated with this MOU.

VI. GENERAL TERMS

A. This MOU may be amended or modified by the consent of all Parties at any time during its term. Amendments to this MOU must be in writing and signed by all Participating Agencies.

B. The Parties shall comply with all applicable federal and state statutes, rules, and regulations as these statutes, rules, and regulations currently exist and as amended throughout the term of this MOU.

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

C. This MOU may be terminated by any Participating Agency without cause upon thirty (30) days written notice to the signatory of each Participating Agency.

D. The Participating Agencies shall not discriminate against any person in the delivery of services on the basis of race, color, national origin, religion, sex, disability, or age. The Participating Agencies shall take reasonable steps to communicate with and provide meaningful access to services to persons with limited English proficiency and persons with disabilities.

E. Upon termination of all or part of this MOU, the Parties will be discharged from any further obligation created under the applicable terms of this MOU except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination. All confidentiality requirements survive termination or expiration of this MOU.

F. The Parties agree there is nothing in this MOU that is meant to be a waiver by any state governmental agency or the State of Texas of any immunities from suit or from liability that each state governmental agency or the State of Texas may have by operation of law.

G. A member of the Multidisciplinary Team, a Board member, staff member, or volunteer of the CACSP is not liable for civil damages for a recommendation made or an opinion rendered in good faith while acting in the official scope of the person's duties. The limitation on civil liability does not apply if a person's actions constitute gross negligence.

H. This Agreement may be executed in any number of counterparts, each of which will be an original, and all of such counterparts will together constitute but one and the same agreement.

I. This document and the Multidisciplinary Team Working Protocols constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into this Agreement will be harmonized with this Agreement to the extent possible.

VII. ATTACHMENTS

Attachment A – Multidisciplinary Team Working Protocols

By signing below, the Participating Agency acknowledges that it has read the MOU and agrees to its terms, and that the person whose signature appears below has the requisite authority to execute this MOU on behalf of the named Participating Agency.

SIGNATURE PAGES FOLLOW

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE LUBBOCK COUNTY DISTRICT ATTORNEY:

Sunshine Stanek
Lubbock County District Attorney

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE LUBBOCK COUNTY SHERIFF'S DEPARTMENT:

Kelly Rowe
Lubbock County Sheriff

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE CITY OF LUBBOCK:

Floyd Mitchell
Lubbock Chief of Police

12-7-22
Date of Signature

ATTEST:

Becky Garza
City of Lubbock Secretary

Date of Signature

APPROVED AS TO FORM:

John Grace
Assistant City Attorney

12-1-2022
Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE CITY OF RANSOM CANYON POLICE DEPARTMENT:

James Hill
Ransom Canyon Chief of Police

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE CITY OF SLATON POLICE DEPARTMENT:

Trevor Barnes
Slaton Chief of Police

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE CITY OF IDALOU POLICE DEPARTMENT:

David Wilson
Idalou Chief of Police

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE CITY OF NEW DEAL POLICE DEPARTMENT:

_____ _____

Michael Hobson
New Deal Chief of Police

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE CITY OF ABERNATHY POLICE DEPARTMENT:

Luis Villarreal
Abernathy Chief of Police

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE CITY OF WOLFFORTH POLICE DEPARTMENT:

Rick Scott
Wolfforth Chief of Police

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE CITY OF SHALLOWATER POLICE DEPARTMENT:

Brian Williams
Shallowater Police Chief

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER:

Dr. Patti Patterson
TTUHSC Director of Child Abuse Pediatrics

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE LUBBOCK RAPE CRISIS CENTER – D.B.A. VOICE OF HOPE:

Kristin Murray
Lubbock Rape Crisis Center – D.B.A. Voice of Hope
Executive Director

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES:

Tonya Harmon
Regional Director
Texas Department of Family and Protective Services – CPI

Date of Signature

George Cannata
Regional Director
Texas Department of Family and Protective Services – CPS

Date of Signature

Cody Minze
District Director
Texas Department of Family and Protective Services – APS

Date of Signature

Joanna Golliday
Child Care Investigator Deputy Director
Texas Department of Family and Protective Services

Date of Signature

Marshall Davidson
Regional Director
Texas Department of Family and Protective Services
Special Investigations

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE HEALTH AND HUMAN SERVICES COMMISSION:

DocuSigned by:
Michelle Dionne-Vahalik
DE3E08599FE443B...

10/27/2022

Michelle Dionne-Vahalik
Associate Commissioner for Long Term Care Regulation
Health and Human Services Commission

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR FORENSIC NURSE STAFFING OF WEST TEXAS:

Donna Neel
Forensic Nurse Staffing of West Texas

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE CHILDREN'S ADVOCACY CENTER OF THE SOUTH PLAINS, TEXAS, INC.:

Michael Lambert
Children's Advocacy Center of the South Plains, Texas, Inc.
Board President

Date of Signature

Derek Danner
Children's Advocacy Center of the South Plains, Texas, Inc.
Executive Director

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

ATTACHMENT A
MULTIDISCIPLINARY TEAM WORKING PROTOCOLS
LUBBOCK COUNTY

I. Children's Advocacy Center of the South Plains, Texas, Inc. Mission Statement

The mission of the Children's Advocacy Center of the South Plains, Texas, Inc. (CACSP or Center) is to bring together community resources to speed the healing of child victims of abuse and other forms of trauma. In furtherance of this mission, the Center has facilitated a multidisciplinary team response to abuse and neglect allegations and sets forth the role of each participating agency through adoption of these Working Protocol.

The mission of the Lubbock County Multidisciplinary Team is to more effectively protect the children of the service area by consolidating the community investigative, legal, and social services provided by the Lubbock County District Attorney's Office, the Lubbock Police Department, the Ransom Canyon Police Department, the Slaton Police Department, the Idalou Police Department, the New Deal Police Department, the Abernathy Police Department, the Wolfforth Police Department, the Shallowater Police Department, the Lubbock County Sheriff's Office, the Texas Tech University Health Science Center C.A.R.E. Clinic, the Lubbock Rape Crisis Center d.b.a. Voice of Hope, the Forensic Nurse Staffing of West Texas group, the CACSP, the Texas Department of Family and Protective Services, and the Health and Human Services Commission into one collaborative effort.

The South Plains service area consists of the following counties: Lubbock, Bailey, Crosby, Cochran, Dickens, Floyd, Garza, Lynn, Hockley, King, Lamb, Motley, Terry, Hale, and Yoakum.

II. Multidisciplinary Team (MDT) Members

The Multidisciplinary Team members for Lubbock County include the following participating agencies: Lubbock County District Attorney's office, the Lubbock Police Department, the Ransom Canyon Police Department, the Slaton Police Department, the Idalou Police Department, the New Deal Police Department, the Abernathy Police Department, the Wolfforth Police Department, the Shallowater Police Department, the Lubbock County Sheriff's Office, the Texas Tech University Health Science Center C.A.R.E. Clinic, the Forensic Nurse Staffing of West Texas group, the Lubbock Rape Crisis Center d.b.a. Voice of Hope, the CACSP, the Texas Department of Family and Protective Services, and the Health and Human Services Commission.

III. MDT Member Roles and Responsibilities

A. Lubbock County District Attorney's office:

- Represents the Texas Department of Family and Protective Services in criminal cases involving child abuse and neglect

- Assists with all aspects of criminal investigations of child abuse
- Assists with grand jury subpoenas, search warrants, and decisions on filing charges
- Reviews all criminal child abuse cases for presentation to the grand jury, closure, or return for further investigation
- Prosecutes all criminal cases of physical abuse, sexual abuse, and neglect of a child
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings
- Presents pertinent case information at MDT case review meetings

B. Lubbock, Ransom Canyon, Slaton, Idalou, New Deal, Abernathy, Wolfforth, and Shallowater - Police Departments

- Investigates all criminal cases of physical abuse and neglect of children who are 16 years of age and younger and sexual abuse of children younger than 17 years of age in the above-named cities of Lubbock County, Texas.
- Makes referrals to CACSP that meet the target population defined in this document
- If a sexual assault is reported within 120 hours after the assault, the department shall request a forensic medical examination. If reported after the 120 hours, the department shall request a medical examination at the C.A.R.E. Center.
- Gathers and preserves investigation evidence to ensure a prosecutable criminal case
- Interviews and takes statements of witnesses and suspects
- Preserves crime scenes
- Prepares and executes search and arrest warrants
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings
- Presents pertinent case information at MDT case review meetings

C. Lubbock County Sheriff's Offices

- Investigates all criminal cases of physical abuse and neglect of children who are 16 years of age and younger and sexual abuse of children younger than 17 years of age in Lubbock County
- Makes referrals to CACSP that meet the target population defined in this document

- If a sexual assault is reported within 120 hours after the assault, the department shall request a forensic medical examination. If reported after the 120 hours, the department shall request a medical examination at the C.A.R.E. Center.
- Gathers and preserves investigation evidence to ensure a prosecutable criminal case
- Interviews and takes statements of witnesses and suspects
- Preserves crime scenes
- Prepares and executes search and arrest warrants
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings
- Presents pertinent case information at MDT case review meetings

D. Texas Tech University Health Sciences Center C.A.R.E Clinic

- Performs forensic sexual abuse exams
- Performs physical abuse/neglect exams
- Review, at a minimum, 50% of "diagnostic" of trauma from sexual abuse have been reviewed by an "advanced medical consultant"
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings
- Shares exam result information at case review meetings and with other members of the MDT.

E. Forensic Nurse Staffing of West Texas group

- Performs forensic sexual abuse exams of children on acute cases presenting at the local hospital emergency rooms
- Review at a minimum, 50% of "diagnostic" of trauma from sexual abuse have been reviewed by an "advanced medical consultant.
- May perform forensic sexual abuse exams of children on non- acute cases that present at local hospital emergency rooms or make referral to the C.A.R.E. Center.
- Informs and shares information on children's cases with CACSP
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings

- Shares exam result information at case review meetings and with other members of the MDT

F. Lubbock Rape Crisis Center – d.b.a. Voice of Hope

- Accompanies sexual assault victims at local hospital emergency rooms
- Assures that child victims of sexual assault are not interviewed at the hospital
- Gathers information from caregivers and outcry witnesses
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings and shares pertinent case information on cases seen at Lubbock hospitals

G. Texas Department of Family and Protective Services (DFPS)

- Investigates allegations of child/elder/disabled abuse and neglect by parents, relatives, or caretakers
- Makes referrals to CACSP that meet the target population as defined in this document
- The following circumstances require a response by the CACSP and MDT. DFPS must attempt to contact CACSP before making initial contact with a child who is the subject of a report of abuse that:

  • Is made by a professional reporter and:
  • alleges sexual abuse of a child; or
  • is a type of case handled by CACSP according to CACSP's Working Protocol; or
  • Involves a child fatality in which there are surviving children in the deceased child's household or under the supervision of a caregiver involved in the child fatality.

- Assesses and addresses any issues related to the child's protection, including issues of present or future risk of abuse or neglect
- If a sexual assault is reported within 120 hours after the assault, the department shall request a forensic medical examination. If reported after the 120 hours, the department shall request a medical examination at the C.A.R.E. Center.
- If risk is identified, provides services to families and children to reduce the risks and alleviate the effects of abuse and neglect
- Coordinates with community resources, family members, and the courts to address any factors affecting the child's ongoing safety
- Provides a secure, confidential area for forensic interviews as needed (if the victim cannot be transported to the CAC) and a supervisor has given approval for an off-site interview

- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings
- Presents pertinent case information at MDT case review meetings

H. Texas Department of Family and Protective Services – Adult Protective Services in Home Investigations (DFPS-APS)

- One of the mandates of DFPS – APS In Home Investigations is to investigate allegations of elder and disabled individuals and neglect by parents, relatives, or caretakers to assess and address any issues related to the individual's protection, including issues of present or future risk of abuse or neglect.
- Once risk is identified, services are provided to reduce the risks and to alleviate the effects of abuse and neglect.
- Services range from moderate in-home contact to removal of the adult from the home. Responsibilities include coordinating with outside resources, family members, and the courts to address any changing factors affecting the adult's ongoing safety.
- Provides a secure, confidential area for forensic interviews as needed (if the victim cannot be transported to CACSP and a supervisor has given approval for an off-site interview
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings as needed
- Presents pertinent case information at MDT case review meetings

I. Texas Department of Family and Protective Services – Child Care Investigations (DFSP-CCI)

- One of the mandates of DFPS – CCI is to investigate allegations of abuse and neglect in childcare facilities.
- Collaborates with other MDT members in child abuse investigations
- Attends MDT case review meetings as needed
- Presents pertinent case information at MDT case review meetings

J. Health and Human Services Commission – Adult Protective Services Provider Investigations

- Investigates allegations of abuse, neglect, and exploitation of clients receiving services in state operated or contracted settings, or both, that serve adults and children with mental illness or intellectual or developmental disability.

- Collaborates with other MDT members in child abuse investigations
- Attends MDT case reviews as needed

K. Children's Advocacy Center of the South Plains, Texas Inc.

- Provides a neutral, child-focused environment that is comfortable, private, and physically and psychologically safe for diverse populations at which an MDT can meet to facilitate the efficient and appropriate disposition of abuse and neglect cases through the civil and criminal justice systems as follows:
    - At the agency office in Lubbock, Texas; or
    - Travels to counties with signed agreements and interviews children using the agency's mobile interviewing equipment, when feasible; or
    - During inclement weather, when travel is not safe, investigators are asked to transport or schedule for a time when travel is safer.
- CACSP staff ensures the separation of victims and alleged offenders (juvenile offenders)
- Receives and reviews DFPS Statewide Intake (SWI) reports and contacts the appropriate investigative agencies when the intake meets CACSP services criteria
- Collaborates with MDT members to prevent the re-victimization of the child by minimizing the trauma surrounding the interview and reducing the number of times a child must be interviewed
- Facilitates joint investigations and forensic interviews among participating agencies
- Coordinates and facilitates MDT case review meetings on a regular basis
- Assists with MDT training
- Provides case follow-up
- Provides support services for children and families such as family advocacy, assistance with Crime Victim's Compensation paperwork, referral to social service agencies as needed, and referrals to therapy as needed
- Provides community education regarding child abuse issues
- To request CACSP services/response after normal working hours or on holidays, DFPS or Law Enforcement shall contact the Associate Director (AD) or Executive Director (ED) by their cell phones. The AD and ED shall maintain a current on-call schedule for CACSP staff. The AD or ED shall immediately contact the on-call staff on behalf of the MDT member that is requesting services.

- The AD or ED will then contact the staff on call that the participating agencies are requesting services.

IV. Target Population

The target population served by the Lubbock County Multidisciplinary Team includes:

- Persons with a disability and children between the ages of 0 to 17 involved in reports of suspected sexual or physical abuse or neglect of the child or the death of a child from abuse or neglect.

V. Intake and Case Coordination Process

- The CACSP's role in reviewing the reports is to review and identify SWI reports within the case acceptance criteria as defined by this Working Protocol and facilitate CACSP/MDT services related to case investigation, assessment, and intervention.

- In addition, the Multidisciplinary Team understands that the CACSP's access to the SWI reports shall not be construed to change, reduce, or expand the authority or jurisdiction of the CACSP or MDT member agency as it relates to initiating and conducting investigations, assessments, and/or interventions.

- The CACSP shall review the intake reports daily, Monday through Friday.

- The intake reports are then logged in the CACSP data base as reviewed or referred with case notes.

- Upon determination of the suspected allegations, it will be the responsibility of Law Enforcement investigators and/or DFPS investigators to determine the need for a forensic interview by the CACSP following the criteria in this Working Protocol.

- It is the responsibility of DFPS and/or Law Enforcement to collaborate and make direct referrals when the CACSP does not receive an intake report.

- The *preferred* location is CACSP for forensic interviews at established neutral, child-friendly, safe site in Lubbock County.

- In cases where a DFPS investigator determines that a school visit is most appropriate, a DFPS supervisor must approve.

A. Definitions

Forensic Interviewers:

- Forensic Interviewers have specialized training equipping them to talk with alleged child victims in a safe environment and in a developmentally appropriate, non-suggestive manner.
- By meeting the informational needs of the various investigative agencies, forensic interviewers can eliminate the need for unnecessarily duplicative interviews by multiple individuals.
- Conduct forensic interviews of children between the ages of 2 to 17 who have made an outcry of sexual or severe physical abuse/neglect
- Conduct forensic interviews of children considered to be at risk for sexual or severe physical abuse/neglect due to reported allegations of abuse for other children
- Conduct forensic interviews of developmentally delayed adults over the age of 17 who are suspected victims of abuse/neglect
- Conduct forensic interviews of children who have been witnesses to abuse/neglect, domestic violence, kidnappings, homicides, suicides
- Conduct forensic interviews of child fatality incidents in which there are surviving children living in the household or under supervision of a caregiver involved in a child fatality
- Presents pertinent case information at MDT case review meetings

B. Forensic Interviews (FI)

- A developmentally sensitive and legally sound method of gathering factual information regarding allegations of abuse and/or exposure to violence using a semi-structured narrative process.
- This interview is conducted by a competently trained, neutral professional utilizing research and practice-informed techniques as part of a larger investigative process.

C. Subsequent Forensic Interviews

- An interview to supplement the initial completed forensic interview.
- Based upon a unanimous team decision of the MDT members
- Subsequent interview to be conducted by the same Forensic Interviewer

- Used in cases in which a child makes a disclosure about something but later on discloses additional information. (ex: child discloses fondling at initial FI but later discloses oral sex as well)

D. Multi-Session Forensic Interview (MSFI)

- One forensic interview completed over multiple sessions for children and cases with special considerations
- Based upon a unanimous team decision of the MDT members
- Suitable for
  - Children with disabilities
  - Children from diverse cultural backgrounds
  - Preschool children
  - Children who have experienced extreme trauma
  - Children who are victims of human trafficking

E. Forensic Interview Process

- Initial SWI reports of abuse/neglect will go through Law Enforcement and/or DFPS. CACSP shall also receive and review DFPS SWI Reports and contact the appropriate investigative agencies when the intake meets CACSP services criteria.
- DFPS and HHSC shall assume responsibility for referring cases in which they are involved that pertain to the target population as defined in this document. Law enforcement agencies shall refer those cases that do not fall under the jurisdiction of DFPS that pertain to the target population as defined in this document.
- Scheduling, Notification of other member agencies
  - The CACSP shall only take appointments for forensic interviews from Law Enforcement and/or DFPS investigators
  - Appointments shall be scheduled via a phone call either to the CACSP office in Lubbock or the Executive Director or Associate Director's cell phone.
  - If investigators cannot get in touch with the SWI Coordinator, Associate Director, a phone call should be made to the Executive Director at the CACSP office or to the E.D.'s cell phone. The E.D. shall then assist in setting up the appointment.
  - Only the SWI Coordinator and Associate Director may schedule forensic interviews. No other CACSP staff has the authority to schedule interviews for the interviewers except for the Executive Director.

- Cell phone numbers for the Associate Director and Executive Director shall be provided to all investigators.
- It is the responsibility of the investigator making the forensic interview appointment to notify any other MDT members that could be involved in the investigation about the appointment (i.e.: cases in which DFPS and Law Enforcement will be working simultaneously).

- CACSP shall conduct emergency forensic interviews after hours and on weekends and holidays. To request CACSP services/response after normal working hours or on weekends or holidays, DFPS or Law Enforcement shall contact the Associate Director or Executive Director by their cell phones. The AD and ED shall maintain a current on-call schedule for CACSP staff. The AD or ED will immediately contact the on-call staff for the MDT member requesting services.

- Who conducts interviews:
  - Interviews may only be conducted by the CACSP's appropriately trained forensic interviewers.
  - Interviewers shall conduct the interviews using a Semi-Structured Narrative Process.
  - Interviewers shall utilize interview aids when necessary to assist a child and/or adult with disabilities in communicating about an event. All interviewers shall be properly trained and familiar with field-tested and accepted methods on how to properly use interview aids as taught in all forensic interview core curriculum training. Interview aids may include, but are not limited to, one or more of the following:
    - Anatomical Diagrams;
    - Anatomical Dolls;
    - Baby Dolls;
    - Paper to allow the child to write or make free hand drawings to help describe something to the interviewer;
    - Flash Cards; and/or
    - Other items to help active or distracted children focus, concentrate, and communicate with the interviewer (e.g., paper, crayons, markers, shape sorter, playdough and other miscellaneous items deemed necessary by the trained interviewer).
  - Should the need arise, forensic interviewers may present physical evidence during the interview (e.g.., photos, text messages, writings or drawings done by the child before the interview, etc.). Each case shall be discussed by all MDT members

involved to make a team decision on whether evidence should be presented during the interview.

- Criteria for selecting an interviewer for a specific case shall include Spanish speaking or when investigators state the parents/child have a preference of male or female interviewer.
- The only people in the interview room are the forensic interviewer and the individual being interviewed and any interpreter necessary to conduct the interview.

- Who must be present for observation:
  - Lead investigators must be present in the observation of the forensic interview.
  - If an investigator (Law Enforcement or DFPS) is not present, the interview shall not take place.
  - Others allowed to observe the interview include other representatives of the MDT member agencies and CACSP staff and representatives.
  - Parents/guardians and other parties who are not members of the MDT member agencies or the CACSP shall not be allowed in the observation room during an interview.
- Procedures for MDT team staffing (pre- and post- interview):
  - Investigators will staff with the forensic interviewers prior to the interview if desired.
  - Assigned staff shall share pertinent case background and information.
  - Investigators may also staff the case with the forensic interviewer, family advocate, other investigators, and supervisors after the interview.
  - Decisions about whether a case meets the requirements for MSFI should be made during the pre-interview staffing or post-interview decision making.
- Procedures for communications with parent/guardian pre/post interview:
  - Investigators are responsible for communicating with parents/guardians to advise of appointments for forensic interviews or the need for multiple session forensic interviews.
  - Investigators shall meet with parents/guardians after the interview.
  - The CACSP Family Advocate shall assist parents/guardians in completing intake paperwork at the interview appointment.
- Digital recording procedures:

- All cases scheduled for a forensic interview at the CACSP office, the mobile interviewing unit, or at local law enforcement and/or DFPS offices shall be digitally recorded.

- Which interviews shall be digitally recorded:
  - All forensic interviews involving outcries and/or reports of child abuse/neglect that fit the criteria shall be digitally recorded.
  - DFPS investigators who decide to have the forensic interviewer interview a child at school are responsible for audio-taping the interview.
- Operation of digital recording equipment:
  - The forensic interviewers are responsible for operation of digital recording equipment.
- Communication between the MDT and the forensic interviewer:
  - The case team (investigators, forensic interviewer, family advocate) shall have a pre-interview meeting to discuss any pertinent information related to the case.
  - The forensic interviewer shall take a break after the conversation regarding the allegations with the child.
  - At that time, the forensic interviewer shall enter the observation room for discussion with the team regarding any additional questions, clarifications, or additional concerns that have arisen regarding the forensic interview of the victim.
  - The above may be repeated as many times as needed.
- Issues involving ownership, storage, duplication, viewing of video:
  - A digital recording of an interview with a child that is made by the CACSP is the property of the prosecuting attorney involved in the criminal prosecution of the case involving the child. If no criminal prosecution occurs, the digital recording is the property of the attorney involved in representing the department in civil action alleging child abuse, neglect, or exploitation. If the matter involving the child is not prosecuted, the digital recording is the property of the department if the department is investigating the alleged abuse, neglect, or exploitation. If the department is not investigating or does not intend to investigate the matter, the electronic recording is the property of the agency that referred the matter to the Center.
  - The CACSP does not usually store copies of the interviews. The investigating agency has sole responsibility for storage of digitally recorded interviews. (**Exceptions to this are delineated below).
  - The CACSP shall provide additional digital recordings, as needed, to other MDT member agencies participating in the investigation

- Digital recordings are the property of the investigating agency and thus it is at their discretion who may view those digital recordings. Those cases selected by forensic interviewers for peer review are an exception to this statement.
- ** The CACSP forensic interviewers shall have the option to make copies of interviews only upon the express written permission of parents/legal guardian(s).
- **Interviews that are copied may be used for two limited purposes: 1) Peer review meetings in which forensic interviewers meet with other forensic interviewers for the purpose of additional training and critique from their colleagues; and 2) To assist CACSP in its role of training law enforcement officers on the CASP model and procedures.

F. Joint investigations

- Lead investigators are responsible for notifying investigators from member agencies of interviews (i.e., DFPS shall notify Law Enforcement and vice versa in cases that could involve criminal proceedings).

- Procedures for developing joint strategies
  - Each agency shall work with and assist the others and the Center to ensure that the best interest and protection of children will be served.
  - The appropriate law enforcement agency shall investigate and determine whether a crime has been committed, and, if so, present information to the proper authorities for prosecution.
  - DFPS is responsible for the protection of children/elders/disabled from harm by their parents or others responsible for their care. DFPS is responsible for conducting a civil investigation and taking whatever action it deems necessary to protect the children from further harm.
  - The Health and Human Services Commission Adult Protection Services Provider is responsible for investigating allegations of abuse, neglect, and exploitation of clients receiving services in state-operated or contracted settings, or both, that serve adults and children with mental illness or intellectual or developmental disabilities.
  - The office of the appropriate prosecuting authority is responsible for assessing and handling the civil and criminal legal aspects of the case in accordance with civil and criminal law.
  - Appropriate medical personnel shall be responsible for providing the medical direction.

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

- Mental health direction shall be provided by the Center's Director of Clinical Services.

G. Procedures for sharing information and reports

- All MDT members shall assume responsibility for sharing pertinent case information with other MDT member agencies in a timely manner. All MDT members must share pertinent case information with the appropriate agency. In reports involving a public agency or medical organization, or its staff, as the suspected offenders; confidentiality shall be maintained by all MDT members involved in the investigation, and these cases shall not be reviewed in MDT Case review.
- Information sharing may take place during staffing and/or during MDT case review meetings as well as through e-mails and phone calls.
- The end goal is providing the best services and building the strongest case for the best overall outcome for the families served by the Center and MDT member agencies.

H. MSFI Considerations

- If determined by the Case Team after the initial forensic interview that a MSFI is needed, it shall be conducted by the managing forensic interviewer.
- The Case Team shall agree on the scheduling of the impending interviews.
- Sessions should be scheduled close together (later the same day or the next day) when possible.
- MSFI may take up to 7 sessions (usually finished with 2-3 sessions).
- Each session shall be recorded on a separate digital recording and labeled "session ___ of ___."
- All tools used during the interviews shall be turned over to the investigators after each MSFI session.
- Staffing at MDT case review shall occur as usual with continued discussion at subsequent case review meetings until the case is resolved.
- For each session the "Case Team" shall consist of the same MSFI-trained forensic interviewer and, when possible, the same investigators from Law Enforcement and/or DFPS and HHSC, as were involved in the initial session.

- "Comfort" gifts should not be given to the child until the conclusion of all sessions.

- Courtesy interviews – the CACSP MSFI-trained forensic interviewer should consult with the prosecuting attorney prior to starting the MSFI.

I. Separation of Victims and Alleged Perpetrators

- CACSP staff shall ensure the separation of victims and alleged offenders (juvenile offenders)

- Juvenile perpetrators of sexual abuse may be interviewed for the purpose of establishing whether they have been victims of sexual abuse at the request of investigators. These interviews shall be conducted separate and apart from the victim interviews.

- Alleged perpetrators shall remain separated from victims by sight and sound by placing them in the lobby with parent/caregiver that has secure access into the main building by a security code lock

J. Team Meeting/Case Review Process

- Cases reviewed are those that have met the criteria for a forensic interview, received other CAC services (i.e., Sexual Assault Nurse Examination, or other medical examination) when the child is too young or non-verbal for a forensic interview

- Case review meetings for Lubbock County will be held twice monthly usually on the 1st and 3rd Thursday of each month at 9:30 a.m. at the CACSP office in Lubbock, Texas. The CACSP reserves the right to schedule the case review meeting at a different day or time as needed. Notification of the meetings or change in meeting will be sent via e-mail, fax, or phone calls.

- If there are fewer than 2 new cases and/or only case continuations, the case review meetings shall be conducted remotely at a time and date that accommodates the MDT members.

- If there are no new cases and no continuous cases without dispositions, then no case review meeting will take place that month.

- Representatives of each member agency are required to attend each case review meeting: Law Enforcement, DFPS, HHSC, the CACSP, the District Attorney's office, C.A.R.E. Clinic staff, Forensic Nurse Staffing of West Texas, Voice of Hope Executive Director or other paid staff, and the Sheriff's office. If the investigator

working the case is not present – those who are representing that agency shall have information about, and be prepared to discuss, the case during the meeting.

- DFPS CCI, DFPS APS In-Home Investigations, and HHSC Provider Investigations are only required to have a representative at the case review meeting if they have a case on the case review list.
- The CACSP staff has the responsibility of including DFPS-APS In-Home Investigations and DFPS-CCI cases on the case review list and sending the assigned representative the case review list, as needed.
- Cases are reviewed at the next case review meeting following the interview and at each case review meeting thereafter until final disposition.
- MDT member agencies may request cases for review that do not fall in the required review category. These may be cases in which Law Enforcement or DFPS did not request a forensic interview or any other CACSP service but want the MDT to discuss/review the investigation. This can be accomplished by contacting the MDT coordinator to place the case on the MDT case review list.
- The MDT Coordinator or other designated representative of the CACSP is responsible for generating the case review list and agenda for each meeting. The list and agenda are disseminated via encrypted e-mail the week of the meeting.
- MDT case review meetings are facilitated by the MDT Coordinator or other designated CACSP representative.
- CACSP staff is responsible for documentation of the dispositions of the cases being reviewed and that information shall be entered into the CACSP case tracking system database.
- Any recommendations from the MDT regarding concerns about the family should be followed-up with by the lead investigator or the family advocate and discussed at the next case review meeting as to the status of the recommendations.
- Case disposition shall be communicated to CACSP staff at case review meetings by the investigator(s). If the investigator(s) are unable to attend the meeting, the investigator(s) shall provide the information by phone or email.
- The appropriate District Attorney's office are available to conduct preliminary intake of cases for initial filing decisions at each case review meeting.

K. Case Tracking

- CACSP provides case tracking via CACTX Collaborate. Cases receiving services are entered into the database by CACSP staff. The cases that are identified based on

pending criminal charges and civil dispositions due to Law Enforcement and/or DFPS involvement shall be entered through completion.

- CACSP shall monitor cases. As part of that monitoring, CACSP staff shall update the database in a timely manner from the moment when services are first accessed up to completion of the case.

- MDT member agencies may contact CACSP to request information entered in the database.

- The information is available for statistical information, grant reports, and MDT members.

L. Mental Health Component

- The CACSP provides free Trauma Focused Cognitive-Behavioral Therapy for abused children and their non-offending caregivers, siblings, etc. that meet the target population criteria at a designated location or at the child's school. Funding for these services is provided by grants and volunteers.

- Therapy is not a part of the forensic process and is not intended for gathering information of abuse. Therapy is about helping the child heal from trauma and should begin only after the forensic interview has been completed.

- If investigators decide to refer the child off-site for a forensic evaluation, therapy may not begin until after that process has been completed.

- Therapists at the CACSP do not conduct forensic evaluations to determine whether abuse has taken place.

- Therapy is provided by four full-time therapists and one part-time therapist.

- Therapy is also provided by four graduate student interns supervised by the CACSP contracted supervisor.

- Interns providing therapy are Master and Doctoral level graduate student interns in a counseling/therapy field.

- Therapy/counseling is offered to individuals, families and in group settings.

- Therapy may also be conducted through tele-health.

- Referrals for therapy may be initiated by CACSP staff or any MDT member agency staff.

- The initial appointment for therapy is scheduled by the CACSP Family Advocate or the Executive Director. Individual therapists are responsible for any subsequent appointments.

- Referrals to other therapy resources shall be made when all CACSP therapy slots are filled or when the child did not make an outcry during their forensic interview.
- Information on progress in therapy requires a release of information form signed by the parent or legal guardian before this information may be shared at case review meetings.
- Expectations of the CACSP mental health providers include providing feedback at case review meetings, preparing children for court, and providing copies of therapy case notes upon subpoena.
- Volunteers and staff monitor (both visual and auditory) families who are in the building for therapy to keep an eye on any sexually reactive children who may be attending therapy as well as to assure that adults are not freely entering other offices where confidential information may be kept.
- MSFI consideration: Referrals to mental health services should be made at the conclusion of MSFI sessions. The exception to this would be with victims of human trafficking.
- Therapists shall serve as clinical consultants to the MDT members on issues relevant to child trauma and evidence-based treatment.
- Therapist presents pertinent case information at MDT case review meetings.

M. Medical Component

Inability of a member of the target population to pay for a forensic medical evaluation shall not present a barrier to receiving one in this service area. Exams performed at a hospital are requested by the Police Department or Sheriff's office. SANE shall be reimbursed through a fund operated by the Victim Services Office of the Texas Attorney General. If a family has medical insurance, the exam may be billed to their insurance; however, not having insurance does not exclude anyone from getting an exam if needed.

- The CACSP collaborates with the Texas Tech University Health Sciences Center C.A.R.E. Clinic (TTUSHC), the Forensic Nurse Examiners Staffing of West Texas (FNSWT), who are affiliated with Covenant Health Systems, and the University Medical Center, which provides forensic sexual abuse exams.
- If a sexual assault is reported within 120 hours after the assault, DFPS or Law Enforcement shall request a forensic medical examination. If reported after 120 hours, DFPS or Law Enforcement shall request for a medical examination at the TTUHSC C.A.R.E. Clinic.
- Exams for sexual assaults that have occurred within 120 hours (acute exams) should be referred to the emergency rooms at the above-mentioned hospitals. If patients present at the ER for a non-acute sexual assault case, the ER staff shall notify the SANE on-call. The SANE on-call shall evaluate the patient and determine whether a

SANE exam should be performed or if the patient would be best served by a referral to the C.A.R.E. Clinic. The SANE on-call shall notify the C.A.R.E. Clinic with information on any patient who is being referred.

- Exams not considered acute (assault has taken place more than 120 hours ago) may be conducted Monday through Friday between 8 a.m. and 5 p.m. and may be scheduled with the TTUHSC C.A.R.E. Clinic by calling that agency at (806) 743-7770. Exam appointment may be scheduled by the investigator or by CACSP staff (at the request of investigators).
- Forensic interviews generally shall occur after an acute SANE exam and usually before a non-acute exam.
- Forensic sexual abuse exams are conducted by specially trained Sexual Assault Nurse Examiners only.
- Medical services results may be shared with the MDT at case review meetings. The providing medical personnel may also share medical services results to investigators in writing.
- Exams for physical abuse are at the direction and discretion of the investigators (Law Enforcement or DFPS).
- Medical examinations/reports provided by a medical provider that is not an MDT member shall be referred by DFPS or Law Enforcement to the MDT medical member for review.
- Medical providers are expected to attend case review meetings and be prepared to discuss exam results. Medical providers shall also provide written reports to the investigators regarding exam results.
- Circumstances under which a medical evaluation is recommended:
    - For acute/hospital cases - All ER patients are screened and cleared medically by the ER physician prior to the SANE exam. SANEs shall consult with the ER physician following the forensic exam if needed for additional treatment or follow-up care.
    - For C.A.R.E. cases – where there are allegations or an outcry of sexual abuse.
- Purpose of the medical evaluation:
    - For acute/hospital cases - To screen for injuries and/or underlying medical conditions aside from the sexual assault
    - For C.A.R.E. cases – to determine if there are any physical findings to corroborate a sexual assault
- How the medical evaluation is made available:

- For acute/hospital cases – once medical staff and an investigator have determined that an exam is necessary, contact is made with the on-call Forensic Nurse of West Texas SANE to request that they conduct the exam at the hospital.
- For C.A.R.E. cases – an appointment is scheduled by the investigator or by CACSP staff if requested by the investigator

- How emergency situations are addressed:
  - For acute/hospital cases - Emergency situations are handled by the hospital Emergency Department physicians
  - For C.A.R.E. cases – emergency cases can be seen between the hours of 8 a.m. – 5 p.m., Monday through Friday.
- How multiple evaluations are limited:
  - The Forensic Nurse Staffing of West Texas SANE and the C.A.R.E. Clinic shall contact each other to ensure an exam has not already been performed at the agency.
- How medical care is documented:
  - For acute/hospital cases - The medical evaluation and hospital staff nursing notes are available in the patient's medical record. The forensic medical evaluation files are kept in a separate location from the patient's hospital chart.
  - For C.A.R.E. cases – the SANE report includes the patient's history as well as the results of the examination. This information shall be shared with the investigator and discussed at case review meetings.
- How the medical evaluation is coordinated with the MDT to avoid duplication of interviewing and history taking:
  - There shall be communication at MDT case review meetings regarding exams already conducted and whether an exam is needed or not.
- Procedures for medical intervention in cases of suspected physical abuse and maltreatment, if applicable:
  - For acute/hospital cases - emergency room personnel contact DFPS and/or Law Enforcement
  - For C.A.R.E. cases – Staff contact DFPS and/or Law Enforcement
- C.A.R.E. and Forensic Nurse Staffing of West Texas presents pertinent case information at MDT case review meetings

N. Family and Victim Advocacy Component

- The CACSP is responsible for providing a family advocate for clients in the target population who access CACSP services in the service area.
- Initial contact between the family and the CACSP family advocate occurs when the family comes in for the forensic interview appointment.
- The Family Advocate (or if necessary trained CACSP staff) provides the following services to families:
    - Sits with the non-offending caregivers while other CACSP services are being conducted
    - Explains the MDT response for all cases when a forensic interview cannot be conducted (e.g., too young, non-verbal, etc.)
    - Explains the process of conducting a forensic interview
    - Assists the family with filling out intake paperwork
    - Explains the rights available to the families during the process
    - Explains the Crime Victims' Compensation Program and assists in filling out paperwork
    - Explains crime victims' rights
    - Assesses the families for unmet needs and makes referrals to social service agencies, as needed
    - Provides education on the dynamics of abuse
    - Provides families with a trauma symptom checklist
    - Provides crisis intervention when needed
    - Discusses the importance of therapy with the family and makes referrals for therapy to the CACSP Clinical Director
    - Explains the medical forensic evaluation to families
    - Makes follow-up phone calls to families to check on their progress and assess any needs
    - Presents pertinent case information at MDT case review meetings
    - Contacts families regarding an appointment for court room orientation when a case is proceeding to criminal court

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

- Accompanies families to court proceedings during trial

VI. Confidentiality

All files, reports, records, communications, and working papers used or developed in providing services under these Working Protocol are confidential and not subject to public release under Chapter 552, Texas Government Code, and may only be disclosed for purposes consistent with Chapter 264, Subchapter E, Texas Family Code. A file may include client data including, but not limited to: names, addresses, names of children, children's date of birth, ages, school(s) attended, type of abuse alleged, alleged perpetrator, and age and sex of alleged perpetrator. The file may also include the following information: identity of person(s) conducting the interview(s), identity of persons(s) in the screening room during interview(s), each MDT member who received a digital recording of the interview(s), and any information related to referral(s) for additional services.

All personnel involved with the operations of the CACSP, within the bounds allowed by law, agree to maintain confidentiality of all records and information gathered on all child sexual and physical abuse cases as outlined by the Texas Family Code.

VII. Conflict Resolution

Conflicts that occur within the Multidisciplinary Team shall be escalated to each participating Agency's immediate supervisors. If the dispute is not resolved, then the matter shall be addressed in a meeting with each agency's designated representative(s) and the CACSP Executive Director. The role of the CACSP is to ensure continued collaboration and communication between member agencies, which shall be encouraged and reinforced through a successful dispute resolution process.

VIII. Other General Provisions

1. All MDT member agencies and their staff shall be invited and encouraged to attend training sponsored by the CACSP. The CACSP shall provide financial support for professionals and volunteers to attend specialized training when funding is available.
2. CACSP shall provide opportunities for community involvement through its formalized volunteer program dedicated to supporting the Center. To qualify as a volunteer, a community members must meet the CACSP's eligibility criteria.
3. Each MDT member agency expressly understands that it will work within its departmental mandates and policies. Nothing contained in this document supersedes the statutes, rules, and regulations governing each agency. To the extent that any provision of these Working Protocol is inconsistent with any such statute, rule, or regulation; the statute, rule, or regulation shall prevail.

4. The MDT member agencies understand that the duties prescribed to the CACSP do not relieve an agency of its duty to investigate a report of abuse or neglect as required by law. These Working Protocol shall not be construed to change, reduce, or expand the authority or jurisdiction of the CACSP or any MDT member agency as it relates to initiating or conducting investigations, assessments, and/or interventions.

5. All agencies/organizations participating in the MDT agree to provide specially trained professionals with skills in child abuse interviewing, assessment, and investigation. The trained professionals shall be jointly assigned to multidisciplinary teams for review of appropriate abuse or neglect cases as provided by these Working Protocol.

6. These Working Protocol are effective on the signature date of the latter of the participating agency to sign this document. These Working Protocol remain in effect for three (3) years from the effective date. There are no renewal or extension options.

7. These Working Protocol must be re-executed at least every three (3) years; on a significant change to the Working Protocol; or on a change of a signatory of a participating agency. The Working Protocol may be reviewed and modified during its term as determined by the CACSP Executive Director and the members of the Multidisciplinary Team. The appropriate agencies shall be notified of any modification, and if agreed, shall sign the modified Working Protocol document These Working Protocol may be modified:

    a. to conform to existing or new statutes, rules, regulations, or departmental policies that may conflict with any provisions of these Working Protocol;

    b. to better meet the needs of families and children in the provision of child abuse related services;

    c. to improve the procedures set forth in these Working Protocol;

    d. to add or delete agencies as participants to the Multidisciplinary Team; and

    e. for such other purposes as the Parties may agree.

8. The Working Protocol may be terminated by any participating agency upon thirty (30) days written notice to the signatory of each participating agency.

9. These Working Protocol may be executed in any number of counterparts, each of which will be an original, and all of such counterparts will together constitute but one and the same agreement.

10. This document and the Memorandum of Understanding constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into these Working Protocol will be harmonized with this document to the extent possible.

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

11. Signatories of these Working Protocol include the following participating agencies:

a. Lubbock County District Attorney's Office
b. Lubbock County Sheriff's Office
c. Texas Department of Family and Protective Services-CPI
d. Texas Department of Family and Protective Services – CPS
e. Texas Department of Family and Protective Services - APS
f. Texas Department of Family and Protective Services- CCI
g. Health and Human Services Commission
h. City of Lubbock -Police Department
i. City of Slaton– Police Department
j. City of Ransom Canyon– Police Department
k. City of Wolfforth – Police Department
l. City of Idalou – Police Department
m. City of New Deal – Police Department
n. City of Abernathy – Police Department
o. City of Shallowater – Police Department
p. Texas Tech University Health Science Center C.A.R.E. Clinic - Director
q. Forensic Nurse Staffing of West Texas – Director
r. Lubbock Rape Crisis Center d.b.a. Voice of Hope - Executive Director
s. Board Chairperson—Children's Advocacy Center of the South Plains, Texas, Inc.
t. Executive Director—Children's Advocacy Center of the South Plains, Texas, Inc.

By signing below, the Participating Agency acknowledges that it has read these Working Protocol and agree to its terms, and that the person whose signature appear below have the requisite authority to execute these Working Protocol on behalf of the named Agency.

SIGNATURE PAGES FOLLOW

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE LUBBOCK COUNTY DISTRICT ATTORNEY:

Sunshine Stanek
Lubbock County District Attorney

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE LUBBOCK COUNTY SHERIFF'S DEPARTMENT:

Kelly Rowe
Lubbock County Sheriff

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE CITY OF LUBBOCK:

Floyd Mitchell
Lubbock Police Department Chief

12-7-22
Date of Signature

ATTEST:

Becky Garza
City of Lubbock Secretary

Date of Signature

APPROVED AS TO FORM:

John Grace
Assistant City Attorney

12-1-2022
Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE CITY OF RANSOM CANYON POLICE DEPARTMENT:

James Hill
Ransom Canyon Chief of Police

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE CITY OF SLATON POLICE DEPARTMENT:

Trevor Barnes
Slaton Chief of Police

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE CITY OF IDALOU POLICE DEPARTMENT:

David Wilson
Idalou Chief of Police

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE CITY OF NEW DEAL POLICE DEPARTMENT:

Michael Hobson
New Deal Chief of Police

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE CITY OF ABERNATHY POLICE DEPARTMENT:

Luis Villarreal
Abernathy Chief of Police

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE CITY OF WOLFFORTH POLICE DEPARTMENT:

Rick Scott
Wolfforth Chief of Police

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE CITY OF SHALLOWATER POLICE DEPARTMENT:

Brian Williams
Shallowater Chief of Police

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER:

Dr. Patti Patterson
TTUHSC Director of Child Abuse Pediatrics

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE LUBBOCK RAPE CRISIS CENTER – D.B.A. VOICE OF HOPE:

Kristin Murray
Lubbock Rape Crisis Center – D.B.A. Voice of Hope
Executive Director

Date of Signature

FOR THE TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES:

Tonya Harmon
Regional Director
Texas Department of Family and Protective Services - CPI

Date of Signature

George Cannata
Regional Director
Texas Department of Family and Protective Services – CPS

Date of Signature

Cody Minze
District Director
Texas Department of Family and Protective Services – APS

Date of Signature

Joanna Golliday
Child Care Investigator Deputy Director
Texas Department of Family and Protective Services

Date of Signature

Marshall Davidson
Regional Director
Texas Department of Family and Protective Services
Special Investigations

Date of Signature

FOR THE HEALTH AND HUMAN SERVICES COMMISSION:

DocuSigned by:
Michelle Dionne-Vahalik
DE3E08599FE443B...

10/27/2022

Michelle Dionne-Vahalik
Associate Commissioner for Long Term Care Regulation
Health and Human Services Commission

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR FORENSIC NURSE STAFFING OF WEST TEXAS:

Donna Neel
Forensic Nurse Staffing of West Texas

Date of Signature

DocuSign Envelope ID: E16409FC-1436-4DFB-A153-05B0B62AEE83

FOR THE CHILDREN'S ADVOCACY CENTER OF THE SOUTH PLAINS, TEXAS, INC.:

Michael Lambert
Children's Advocacy Center of the South Plains, Texas, Inc.
Board President

Date of Signature

Derek Danner
Children's Advocacy Center of the South Plains, Texas, Inc.
Executive Director

Date of Signature

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 1): Consider Ordinance No. 2022-O0177, for Zone Case 3475, a request of Hugo Reed and Associates, Inc. for Lubbock Economic Development Alliance, for a zone change from Transition District (T) to Heavy Manufacturing District (M-2), at 1503 East Drew Street, located north of Drew Street and east of Ivory Avenue, on 219.7 acres of unplatted land out of Block D, Sections 37 and 38.

Item Summary

On December 13, 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 December 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance - 3475
Staff Report - 3475
Documentation - 3475

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. 3475; A ZONING CHANGE FROM T TO M-2 ZONING DISTRICT AT 1503 EAST DREW STREET, LOCATED NORTH OF DREW STREET AND EAST OF IVORY AVENUE, ON 219.7 ACRES OF UNPLATTED LAND OUT OF BLOCK D, SECTIONS 37 AND 38, 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. 3475

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 **M-2** zoning district at **1503 East Drew Street, located north of Drew Street and east of Ivory Avenue, on 219.7 acres of unplatted land out of Block D, Sections 37 and 38,** 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/ZC3475
December 2, 2022

3 BN/ Return To Service Title GF# 03277

DEED 2009007374
3 PGS

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.

GENERAL WARRANTY DEED

Date: March 4, 2009

Grantor: BETTY LOUISE WOMACK, a single woman

Grantor's Mailing Address (including county):

1503 E FM 1294, Lubbock, Lubbock County, Texas 79403

Grantee: LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas Non-Profit Corporation

Grantee's Mailing Address (including county):

1500 Broadway, 6th Floor, Lubbock, Lubbock County, Texas 79401

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged.

Property (including any improvements):

A tract of land lying in Sections 37 and 38, Block D, L. & S.V. RR Co. Survey, Lubbock County, Texas, further described by metes and bounds as follows:

BEGINNING at a 3/8" iron rod with cap marked "HBD" set for the Southeast corner of said Section 38, same being the Southwest corner of said Section 37, whence a 3/4" iron pipe found for the Southeast corner of Section 36, Block D, L. & S.V. RR Co. Survey, bears South 01°23'03" West, 5280.48 feet;

THENCE along the South line of said Section 38, a distance of 2631.79 feet to the Southwest corner of this tract, whence a Magnail in asphalt found for the Southwest corner of said Section 38 bears North 88°33'22" West, 2649.84 feet;

THENCE North 01°13'55" East, at 50.00 feet pass a 1/2" iron rod with Hugo-Reed cap found in the North right of way line of F.M. 1294 as referenced in General Warranty Deed

Skg

recorded under Clerk's File No. 2007-1226, Official Public Records of Lubbock County, Texas, at 2823.17 feet pass a 1/2" iron rod with Hugo-Reed cap found, at 3630.66 feet pass a 1/2" iron rod with Hugo-Reed cap found, continue for a total distance of 3632.06 feet to a 3/8" iron rod with cap marked "HBD" set for the Northwest corner of this tract;

THENCE South 88°33'22" East, a distance of 2636.33 feet to a 3/8" iron rod with cap marked "HBD" set in the East line of said Section 38 for the Northeast corner of this tract, whence the Northeast corner of said Section 38 bears North 01°17'53" East, 1650.00 feet;

THENCE South 01°17'53" West, along the East line of said Section 38, a distance of 2096.81 feet to a point lying in ponded water, unable to set;

THENCE South 88°44'48" East, a distance of 5.51 feet to a point lying in ponded water, unable to set on the West line of a 5.01 acre tract described in Warranty Deed recorded in Volume 7712, Page 99, Deed Records of Lubbock County, Texas;

THENCE South 01°03'21" West, a distance of 1535.27 feet to a 3/8" iron rod with cap marked "HBD" set for the Southeast corner of this tract in the South line of said Section 37, whence a 3/4" iron pipe, referenced in said Warranty Deed recorded in Volume 7712, Page 99, bears South 88°35'19" East, 141.83 feet and North 01°04'38" West, 30.00 feet, and a 1/2" iron rod with yellow cap referenced in said Warranty Deed recorded in Volume 7712, Page 99, bears North 86°10'52" West, 6.16 feet;

THENCE North 88°35'19" West, along the South line of said Section 37, a distance of 12.00 feet to the Point of Beginning of this tract.

Reservations from Conveyance & Exceptions to Conveyance and Warranty:

a. Any and all interest, whether whole or an undivided portion thereof, in the oil, gas and other minerals in and under the Property, royalty interest, or interest in royalty, which may be outstanding in third parties resulting from prior reservation and/or conveyance by predecessors in title, including but not limited to that certain interest described in instrument of record in Volume 172, Page 4; Volume 1556, Page 233, Deed Records of Lubbock County, Texas; Volume 3859, Page 151; and Volume 6924, Page 88, Real Property Records of Lubbock County, Texas.

b. Option and Right-of-Way Easement for gas pipeline granted to West Texas Gas Company by instrument dated September 8, 1951, and recorded in Volume 447, Page 595, Deed Records of Lubbock County, Texas.

c. Any portion of the above described property which may be located within the bounds of a public or private roadway, including but not limited to, that road right-of-way described in Award in Proceedings in Eminent Domain recorded in Volume 1048, Page 393, Deed Records of Lubbock County, Texas.

d. Those matters reflected on that certain "Survey Plat" of the above described Property prepared by Casey Brown, Registered Professional Land Surveyor, on October 21, 2008, including

Skg

but not limited to: paved roadway and right-of-way condemnation along southernmost portion of Property, telephone pedestals along southernmost portion of Property, utility lines and poles along southernmost portion of Property, gravel drives and asphalt drives crossing southernmost portion of Property, "apparent underground gas line" shown to cross Property, gas meter in Southeast corner, fences being located off property lines in various locations.

Grantee shall assume and become liable for all ad valorem taxes on the herein described real property for the year 2009 and all subsequent years.

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.

When the context requires, singular nouns and pronouns include the plural.

Betty Louise Womack
BETTY LOUISE WOMACK, a single woman

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the 4th day of MARCH, 2009, by BETTY LOUISE WOMACK, a single woman.

BRENT NOBLE
Notary Public, State of Texas
My Commission Expires 4-11-2010

NOTARY PUBLIC, STATE OF TEXAS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Kelly Pinion
Kelly Pinion, County Clerk
Lubbock County TEXAS
March 05, 2009 11:45:57 AM
FEE: $24.00 2009007374

Skg

Planning Department
City of Lubbock

Staff Report	Zone Case 3475
City Council Meeting	December 13, 2022

Applicant Hugo Reed and Associates, Inc.

Property Owner Lubbock Economic Development Alliance

Council District 1

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- July 23, 2015, Ordinance No. 2015-O0072: The subject property was annexed and zoned Transition District (T).
- December 1, 2022, Zone Case 3475: The Planning and Zoning Commission recommended approval for a zone change from Transition District (T) to Heavy Manufacturing District (M-2) by a vote of 6-0-0.

Notification Summary

- Notifications Sent: 10
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property is 219.7 acres of unplatted land out of Block D, Section 37 and 38. The property remains vacant.

Adjacent Property Development

The properties to the north and east are outside city limits. The property to the south is zoned T and is developed with two AgriLife Research facilities. The property to the west is zoned Heavy Manufacturing District (M-2) and is developed with a commercial business.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 1503 East Drew Street, located north of East Drew Street and east of Ivory Avenue. The applicant requests a zone change from T to M-2.

Current zoning: **Transition District (T)**

Requested zoning: **Heavy Manufacturing District (M-2)**

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 M-2 zoning is, "…to provide for those uses defined as heavy industrial and/or manufacturing use which will or may produce off-site noise, odor, or dust. The regulations are designed to provide standards for proper on-site development and to protect the environmental quality of adjacent areas and the city in general."

Traffic Network/Infrastructure Impacts

The proposed rezoning location will be along East Drew Street and Ivory Avenue. The Master Thoroughfare Plan, 2018, designates East Drew Street as Principal Arterial and Ivory Avenue as a Local Street. Arterial streets provide connectivity across the transportation network and are continuous routes whose function is to serve high volume needs to 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 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 "Industrial" land uses. The proposed zone change to M-2 would be in conformance with the principles of the 2040 Comprehensive Plan and is appropriate in this location next to the M-2 zoning that is to the west of the property.

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 uses and may need additional public improvements to support the intensity of uses described in the M-2 zoning district, as the property is currently unplatted.

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

Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3475

Allowable Uses: Heavy Manufacturing District (M-2)

Transportation: The proposed development has points of access from North Ivory Avenue and East Drew Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
East Drew Street, Principal Arterial, Partially Completed	R.O.W. 100 feet, two-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
North Ivory Avenue, Local Street, Partially Completed	R.O.W. 60 feet, two-lane, undivided, not 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

District 1

5.2 **Zone Case 3475**: Hugo Reed and Associates, Inc. for Lubbock Economic Development Alliance
Request for a zone change from Transition District (T) to Heavy Manufacturing District (M-2), at:

- 1503 East Drew Street, located north of East Drew Street and east of North Ivory Avenue, on 219.7 acres of unplatted land out of Block D, Sections 37 and 38.

PLANNER ASHLEY PADILLA 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 this request.

APPLICANT TERRY HOLEMAN, 1601 Avenue N, with Hugo Reed and Associates, Inc., speaking on behalf of LEDA, stated this is the Lubbock Railport project north of airport. LEDA acquired almost the whole square mile in 2007. The goal is to have M-2 zoning on all of the land so it is one consolidated piece.

In Opposition: DAVID SCHWERTNER, 1510 East County Road 5800, stated he is a cotton farmer who owns 50 acres bordering the area in question. He wants to know the type of development going in. There is a pipe and peanut company building a huge warehouse on Drew Street already. He is concerned

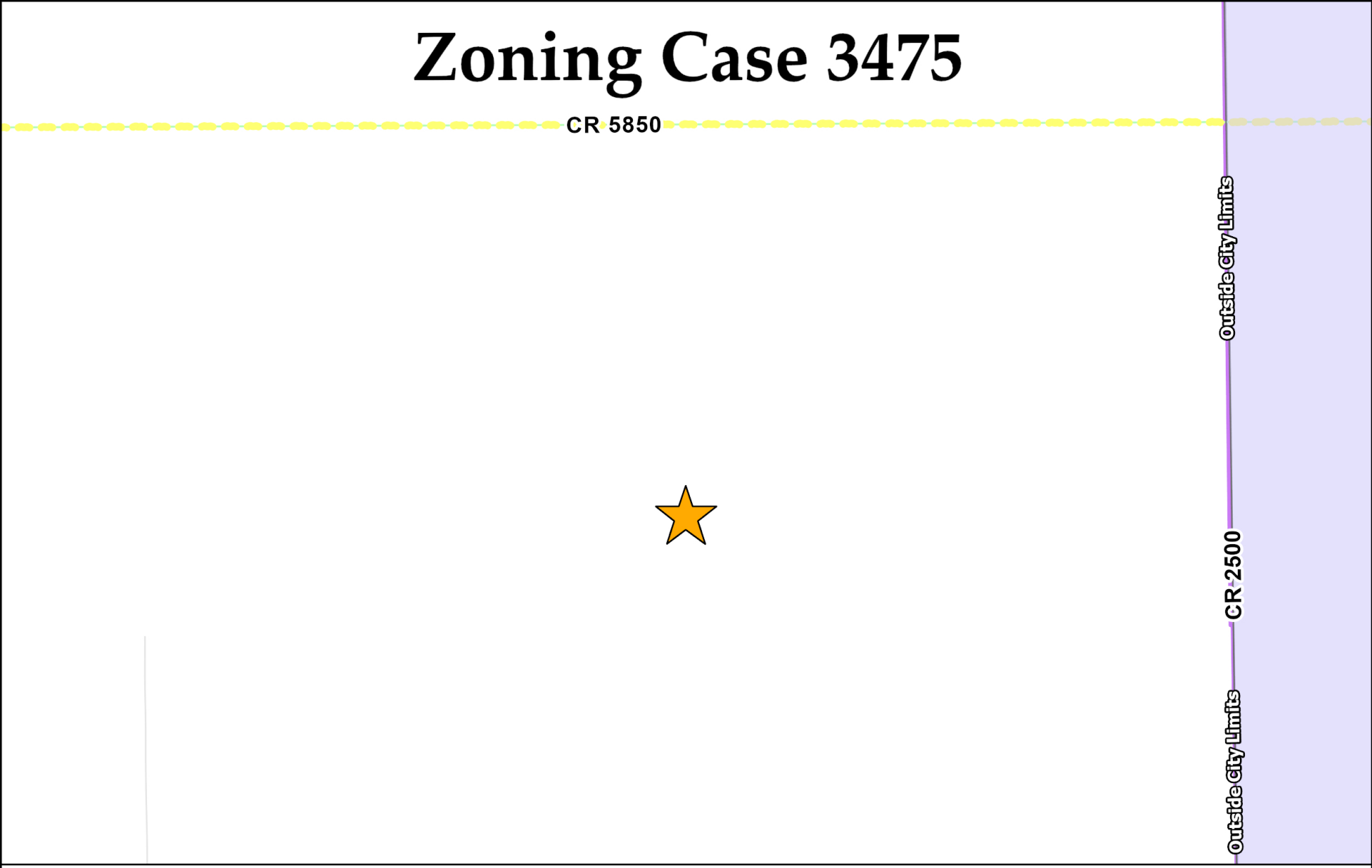
about industrial uses, like the now vacant masa plant on Ash Avenue. He doesn't want fumes and dust from manufacturing covering up his property.

MR. HOLEMAN pointed out areas of the project and plans, with the area closest to **MR. SCHWERTNER'S** property being a huge playa lake. The city really limits what can be done close to a playa lake. LEDA does not have specific plans, other than the plat for a small portion of the property. A large portion of the property will remain undeveloped.

No one else spoke in favor or opposition.

In the matter of **Zone Case 3475,** a motion was made by **JAMES BELL** and seconded by **SUSAN TOMLINSON** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Zoning Case 3475



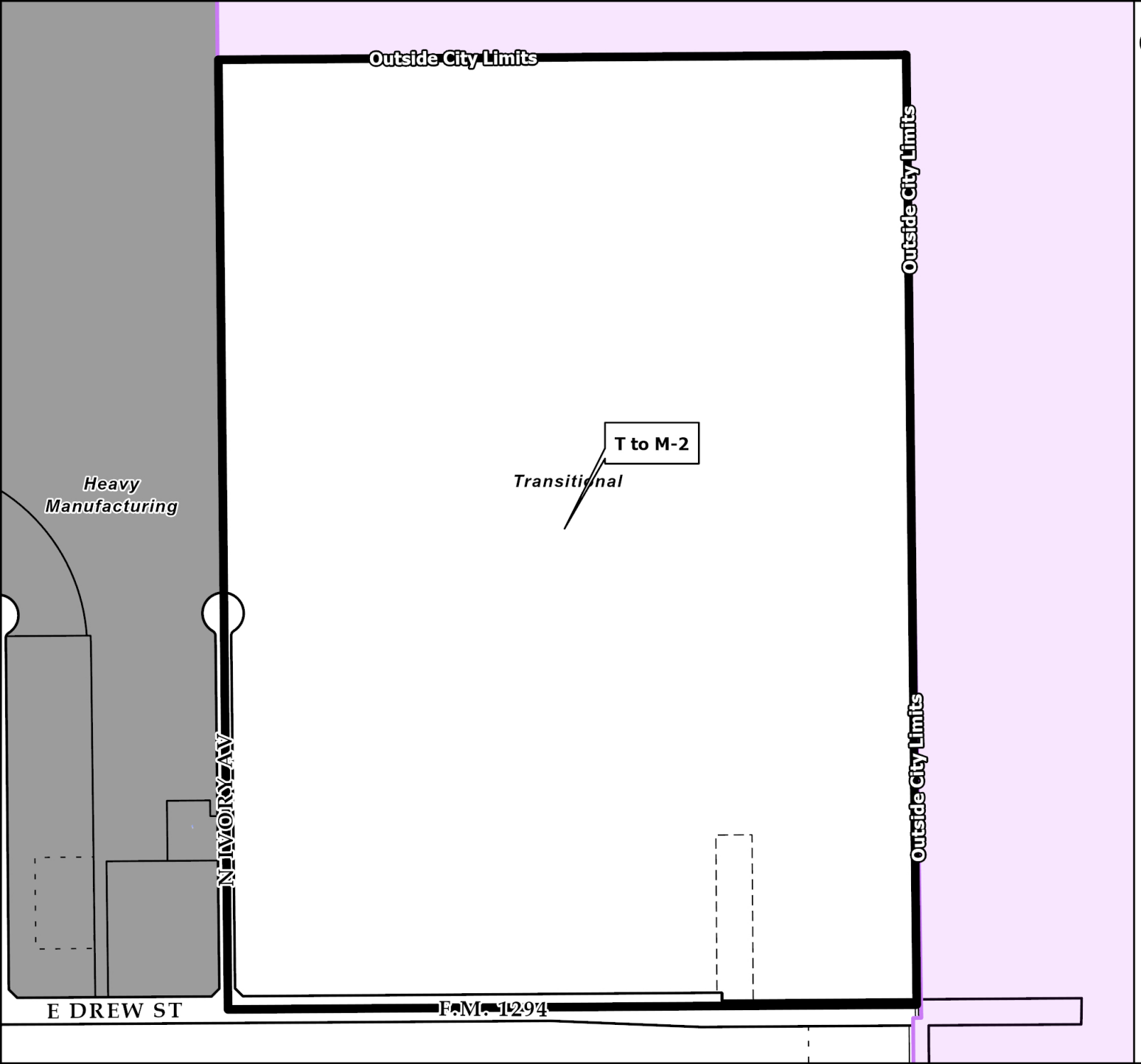
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: November 2022

Zoning Case 3475





Current Zoning

3475

Zoning Districts

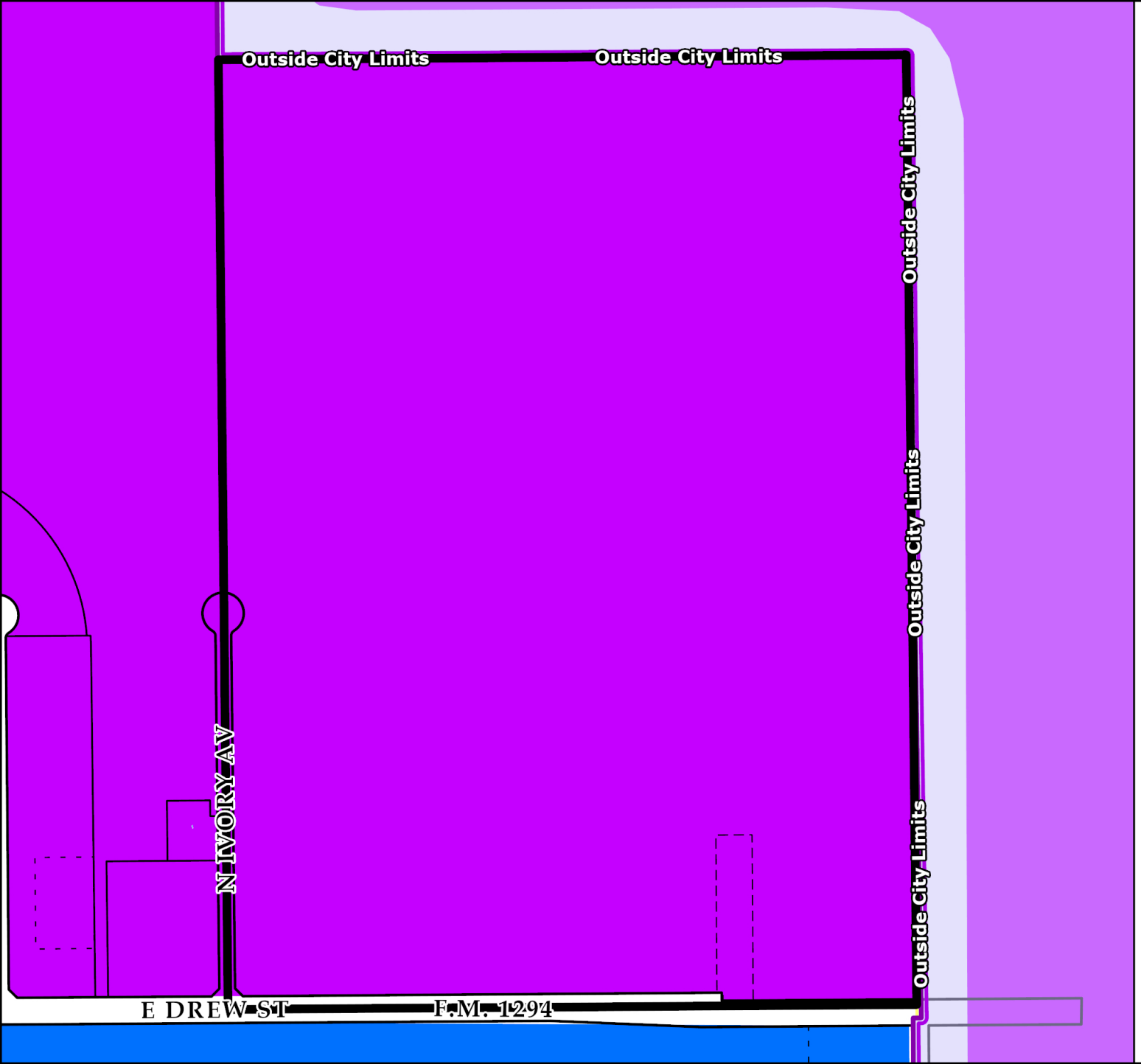
- Heavy Manufacturing
- Transitional

N

0 250 500 750 Feet

City of Lubbock TEXAS

Date Exported: November 2022



Future Land Use Plan
Case 3475

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

0 250 500 750 Feet

City of Lubbock TEXAS

Date Exported: November 2022

3475



Subject property. View to the North.



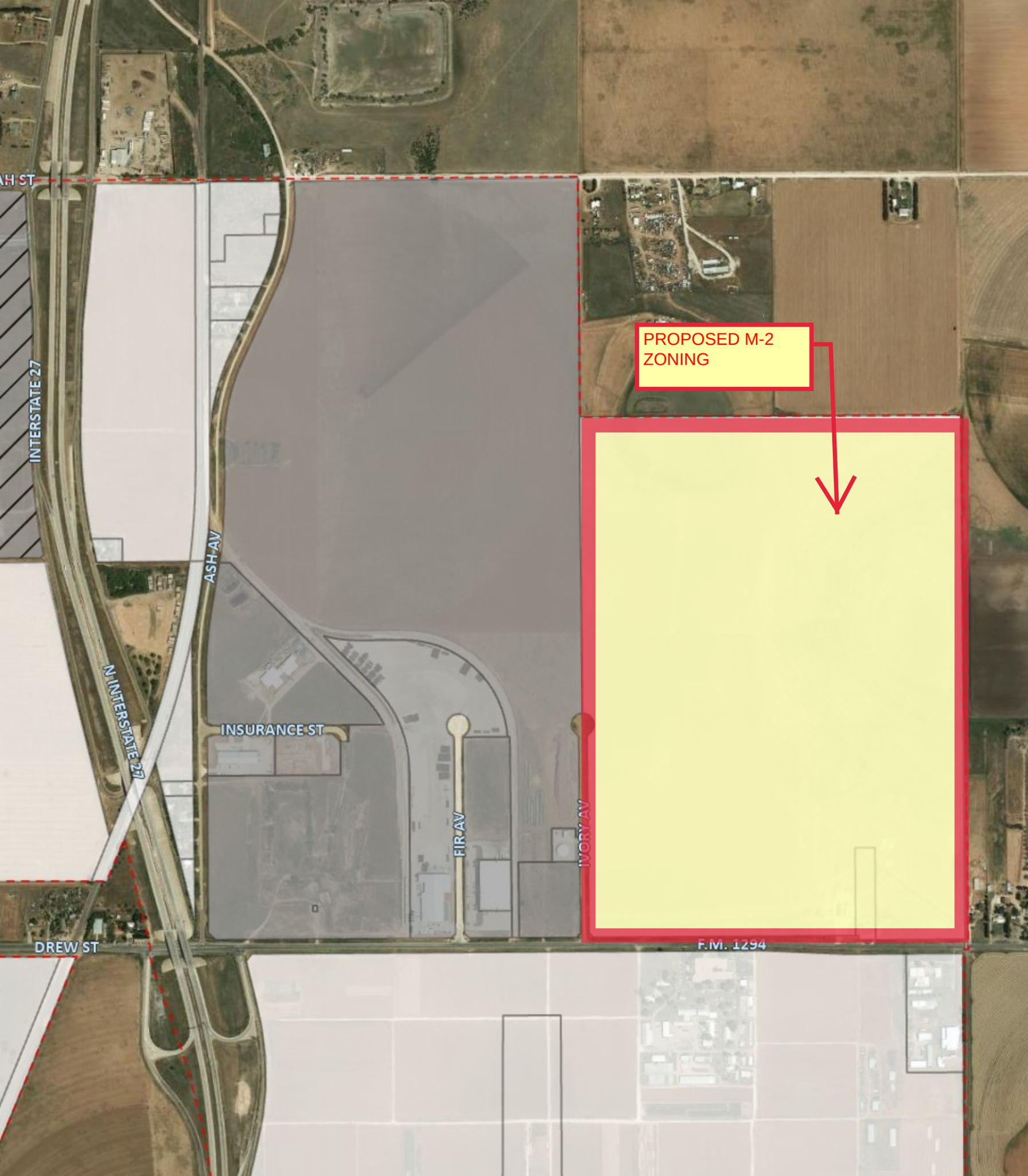
View to the East.



View to the West.



View to the South.


PROPOSED M-2 ZONING
INTERSTATE 27
N INTERSTATE 27
ASH AV
INSURANCE ST
FIR AV
IVORY AV
DREW ST
F.M. 1294

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 1503 East Drew Street

Lots/Tracts: Unplatted

Survey & Abstract: Section 38, Block D (plus a small sliver of land located in Sec 37, Block D)

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 219.7

Existing Land Use: Vacant Existing Zoning: T

Requested Zoning: M-2

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: October 27, 2022 Printed Name: Terry Holeman

Owner Information

Firm Name:

Owner: Lubbock Economic Development Alliance

Address: 1500 Broadway, 6th Floor City: Lubbock State: Texas

ZIP Code: 79401 Telephone: 806-749-4500 Email: john@marketlubbock.org

Property Owner's Signature:

Date: October 27, 2022 Printed Name: John Osborne

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-O0178, for Zone Case 2418-D, a request of Quorum Shopping Center, for a zone change from Local Retail District (C-2) to Commercial District (C-4), at 5102 60th Street, Unit A, east of Slide Road, north of 60th Street and south of 59th Street, Piedmont Addition, Tract B.

Item Summary

On December 13, 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 December 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance - 2418-D
ZC2418-D_Report
Documentation - 2418-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. 2418-D; A ZONING CHANGE FROM C-2 TO C-4 ZONING DISTRICT AT 5102 60TH STREET, UNIT A, EAST OF SLIDE ROAD, NORTH OF 60TH STREET AND SOUTH OF 59TH STREET, PIEDMONT ADDITION, TRACT B, 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. 2418-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 **C-2** to **C-4** zoning district at **5102 60th Street, Unit A, East of Slide Road, north of 60th Street and south of 59th Street, Piedmont Addition, Tract B,** 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/ZC2418-D
December 1, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 2418-D
City Council Meeting	December 13, 2022

Applicant Quorum Shopping Center

Property Owner Quorum Shopping Center

Council District 3

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- May 28, 1957, Ordinance No. 2200: The subject property was annexed and zoned Transition District (T).
- August 22, 1957, Zone Case 0648, Ordinance No. 2273: The subject property was rezoned from T to Single Family District (R-1).
- July 12, 1984, Zone Case 2481, Ordinance No. 8628: The subject property was rezoned from R-1 to Restricted Local Retail District (C-2A), Specific Use for a shopping center.
- April 8, 1993, Zone Case 2418-A, Ordinance No. 9604: The subject property was rezoned from C-2A Specific Use for a shopping center to C-2A Specific Use for a game room.
- June 14, 2022, Zone Case 2418-B, Ordinance No. 2022-O0087: The subject property was rezoned from C-2A Specific Use for a game room to Local Retail District (C-2).
- December 1, 2022, Zone Case 2418-D: The Planning and Zoning Commission recommended approval for a zone change from Local Retail District (C-2) to Commercial District (C-4) by a vote of 6-0-0.

Notification Summary

- Notifications Sent: 34
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property was platted as Piedmont Addition, Tract B on April 15, 1985 and is developed with a shopping center that was built in 1986.

Adjacent Property Development

The properties to the north and south are zoned C-2A and are developed with restaurants. The property to the west is zoned General Retail District (C-3) and is developed with the South Plains Mall. The properties to the east are zoned R-1 and are developed with residential homes.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 5102 60th Street, Unit A and is located east of Slide Road and north of 60th Street. The applicant requests a zone change from C-2 to Commercial District (C-4) on Unit A only.

Current zoning: **Local Retail District (C-2)**

Requested zoning: **Commercial District (C-4)**

Intent Statements

The intent of the current 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 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."

Traffic Network/Infrastructure Impacts
The proposed rezoning location will be along Slide Road, 60th Street and 59th Street. Slide Road is designated as a Principal Arterial, 60th Street is designated as a Collector and 59th Street is designated as a Local Street by the Master Thoroughfare Plan, 2018. Arterial streets are continuous routes whose function is to serve high volume needs of local traffic and regional traffic. Collectors provide access and movement within residential, commercial, and industrial areas. Local Streets 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 "Commercial" land uses. The proposed zone change to C-4 is consistent with this designation and conforms to the principles of the 2040 Comprehensive Plan.

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 request and will not need any additional public improvements to support the intensity of uses described in the C-4 zoning.

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

Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Allowable Uses: Commercial District (C-4)

Transportation: The proposed development has points of access from Slide Road, 60th Street, and 59th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Slide Road, Principal Arterial, Completed	R.O.W. 120 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
60th Street, Collector Street, Completed	R.O.W. 50 feet, two-lane, undivided, paved	R.O.W. 50 feet, three-lane, undivided, paved
59th Street, 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

District 3

5.3 **Zone Case 2418-D**: Quorum Shopping Center
Request for a zone change from Local Retail District (C-2) to Commercial District (C-4), at:

- 5102 60th Street, Unit A, East of Slide Road, north of 60th Street and south of 59th Street, Piedmont Addition, Tract B.

PLANNER ASHLEY PADILLA stated there were fifteen (15) notifications sent out and zero returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT KAE LILES, 8508 Norfolk Avenue, property manager for Quorum Shopping Center, stated she lost a lot of tenants during Covid. She had listed Unit A as an antique store, which is allowed in the current C-2 zoning, but because of used furniture, the city code requires the zoning to be C-4.

No one spoke in opposition.

In Favor: EDDIE MADDOX, 5614 83rd Lane, said he is a retired Estate Liquidator and John Braden, the tenant in Unit A, was a client of his. He spoke to the meticulous condition Mr. Braden expected in his

antiques. If it was marred in any way, he was going to fix it. He assured the board that this was no used furniture store. Mr. Braden also has a high end art gallery in his store.

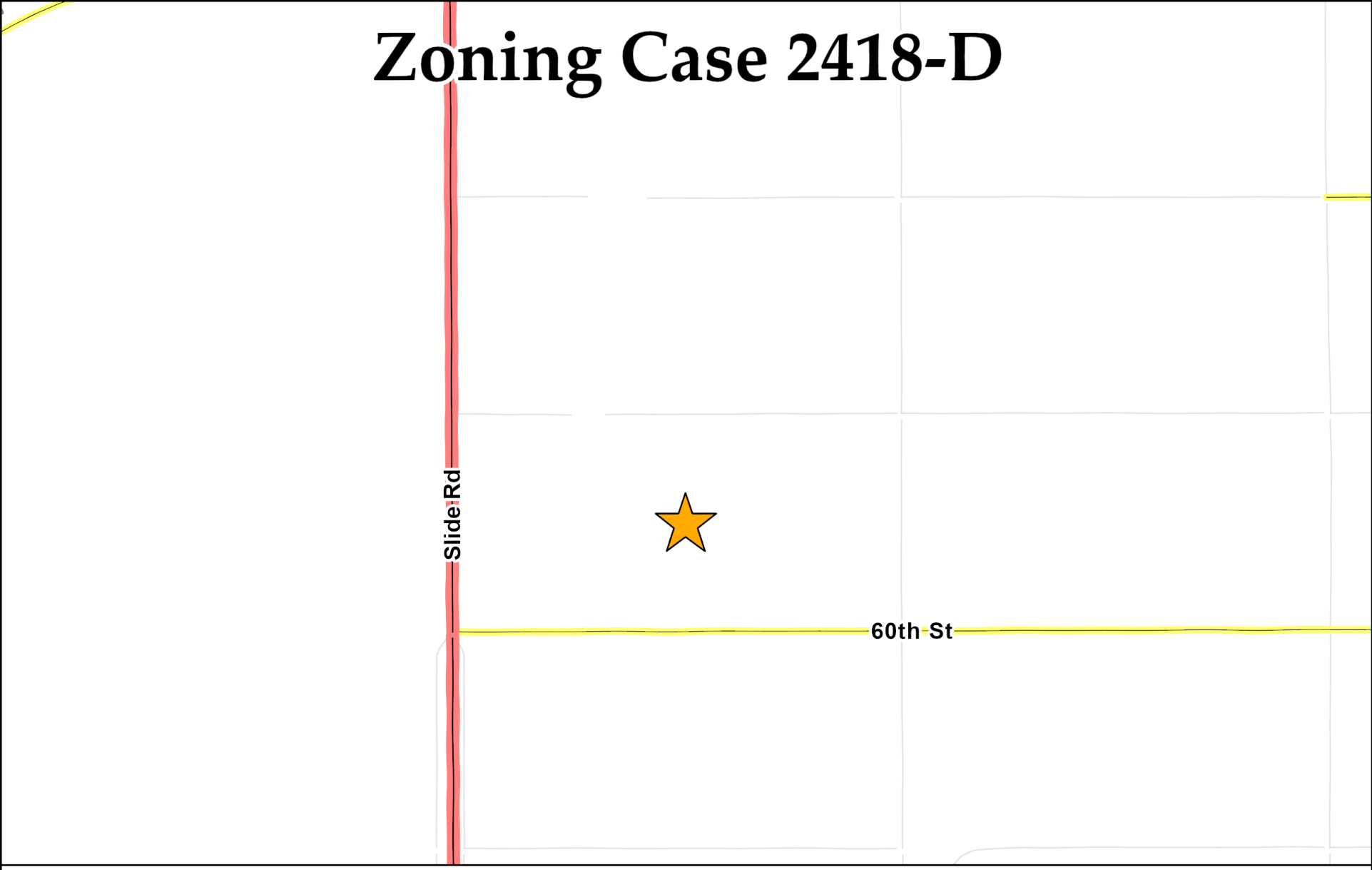
BOARDMEMBER SUSAN TOMLINSON stated they are usually concerned when C-4 is requested. However, the likelihood that all of the other units are going to be approved to C-4 is so low and there are not any C-4 uses that could move into this unit that would be problematic for the surrounding area. She thinks it is a good use.

BOARDMEMBER TANNER NOBLE stated he would have approved it as C-4 regardless.

No one else spoke in favor or in opposition to the request.

In the matter of **Zone Case 2418-D,** a motion was made by **SUSAN TOMLINSON** and seconded by **JAMES BELL** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Zoning Case 2418-D

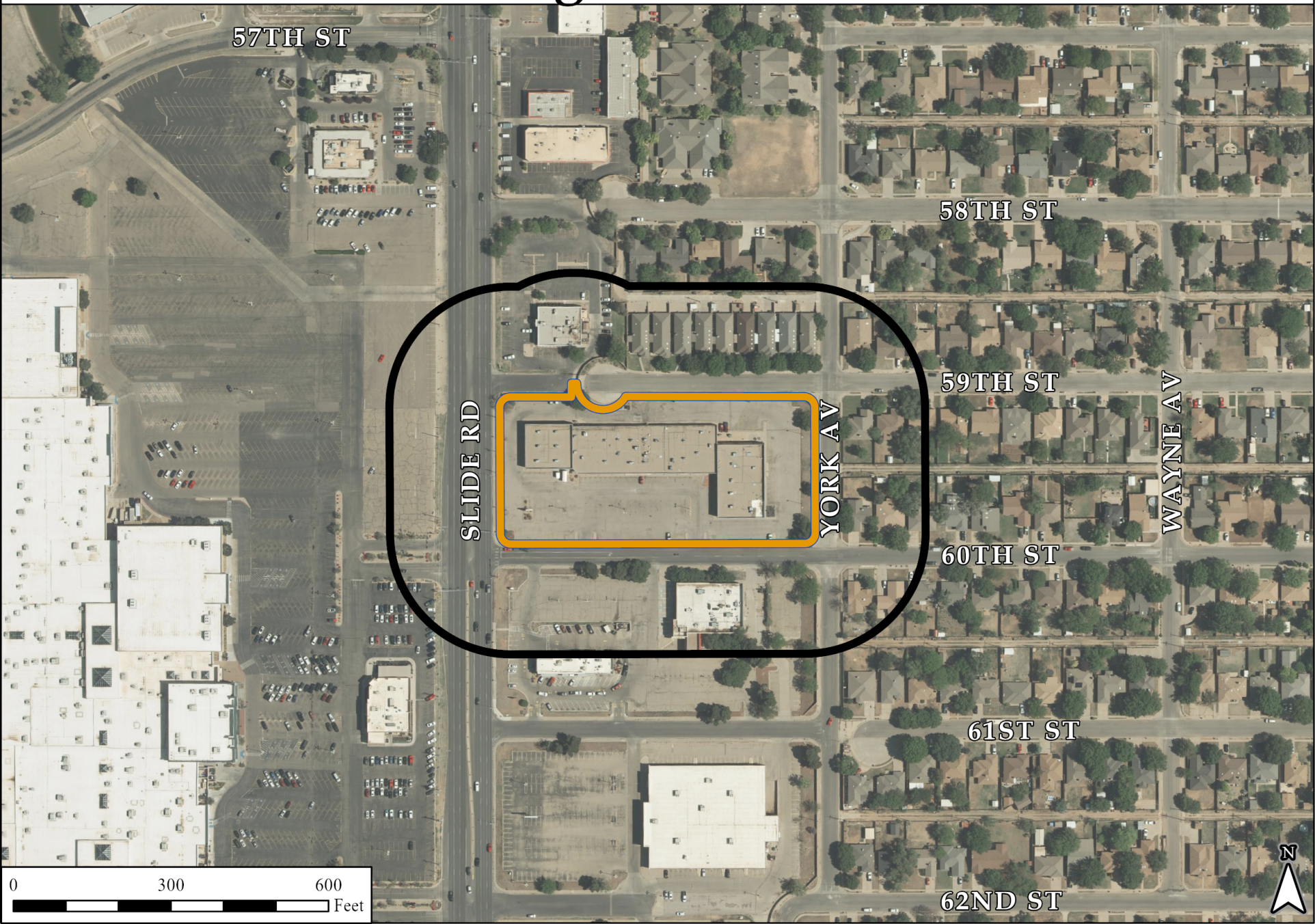


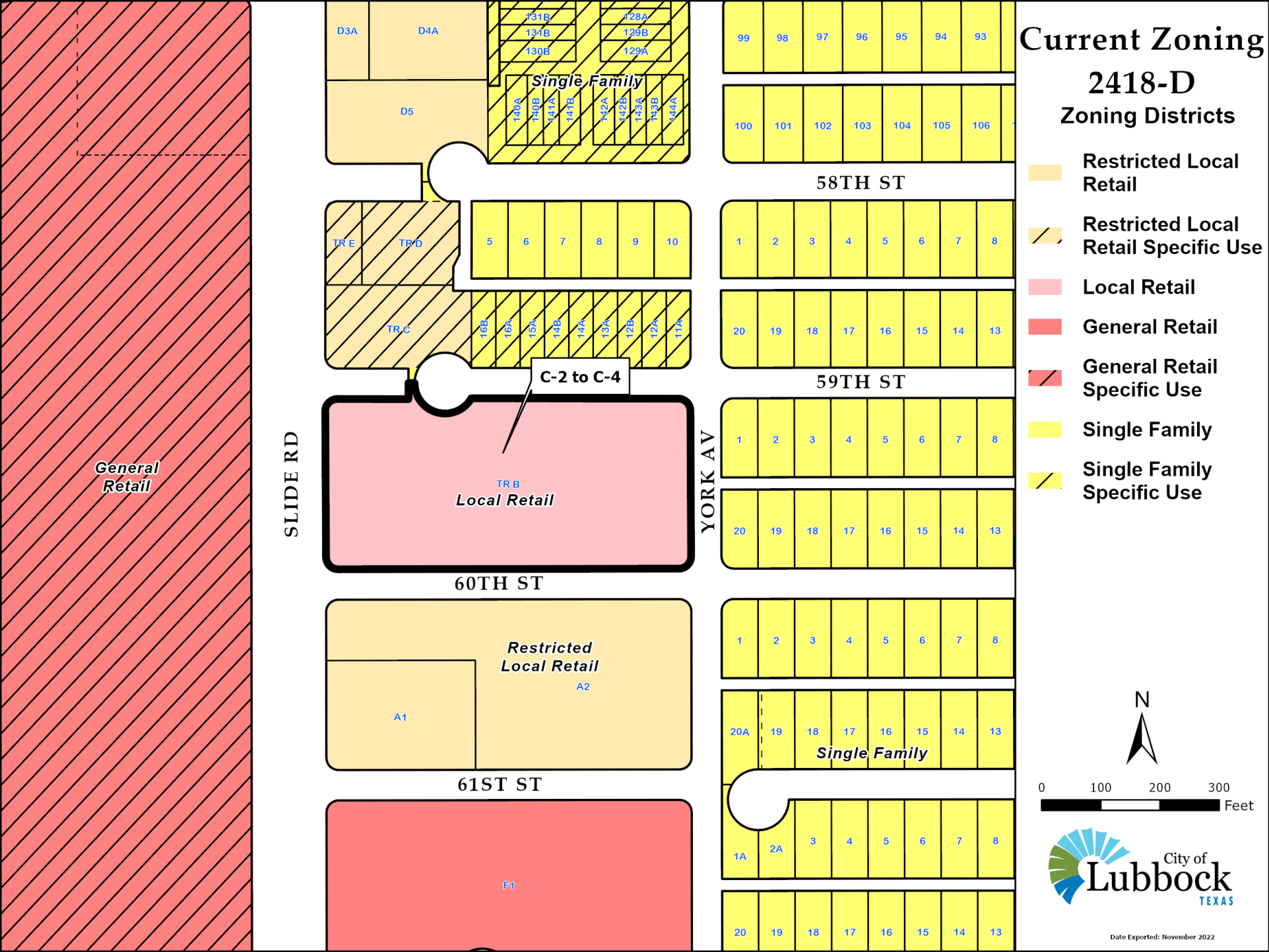
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

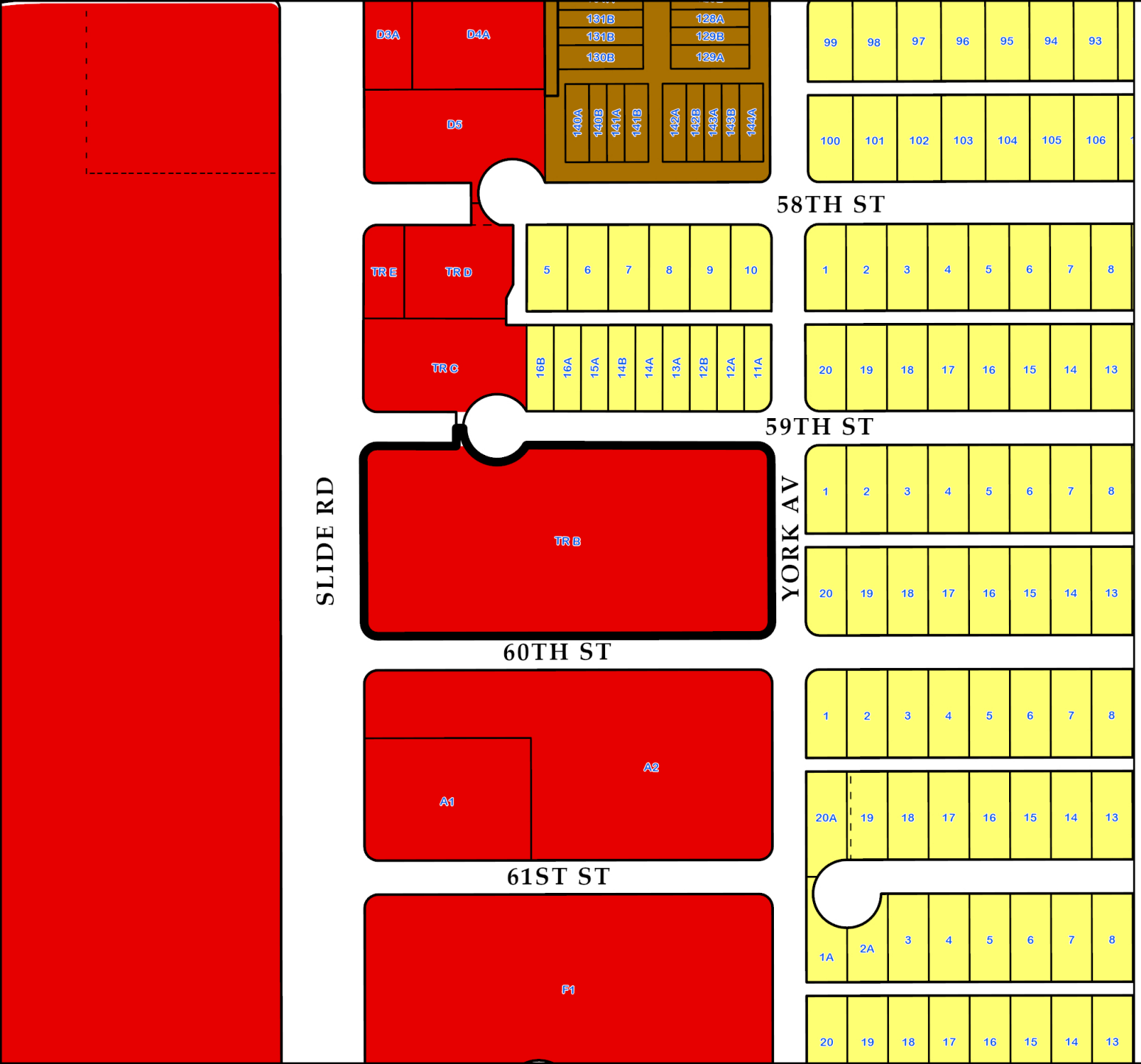
N
W E
S

Date Exported: November 2022

Zoning Case 2418-D




Current Zoning
2418-D
Zoning Districts
Restricted Local Retail
Restricted Local Retail Specific Use
Local Retail
General Retail
General Retail Specific Use
Single Family
Single Family Specific Use
C-2 to C-4
General Retail
Local Retail
Restricted Local Retail
Single Family
SLIDE RD
YORK AV
58TH ST
59TH ST
60TH ST
61ST ST
TR B
TR C
TR D
TR E
A1
A2
D3A
D4A
D5
F1
N
0 100 200 300 Feet
City of Lubbock TEXAS
Date Exported: November 2022



Future Land Use Plan
Case 2418-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

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2022

2418-D



Subject property. View to the North.



View to the East.



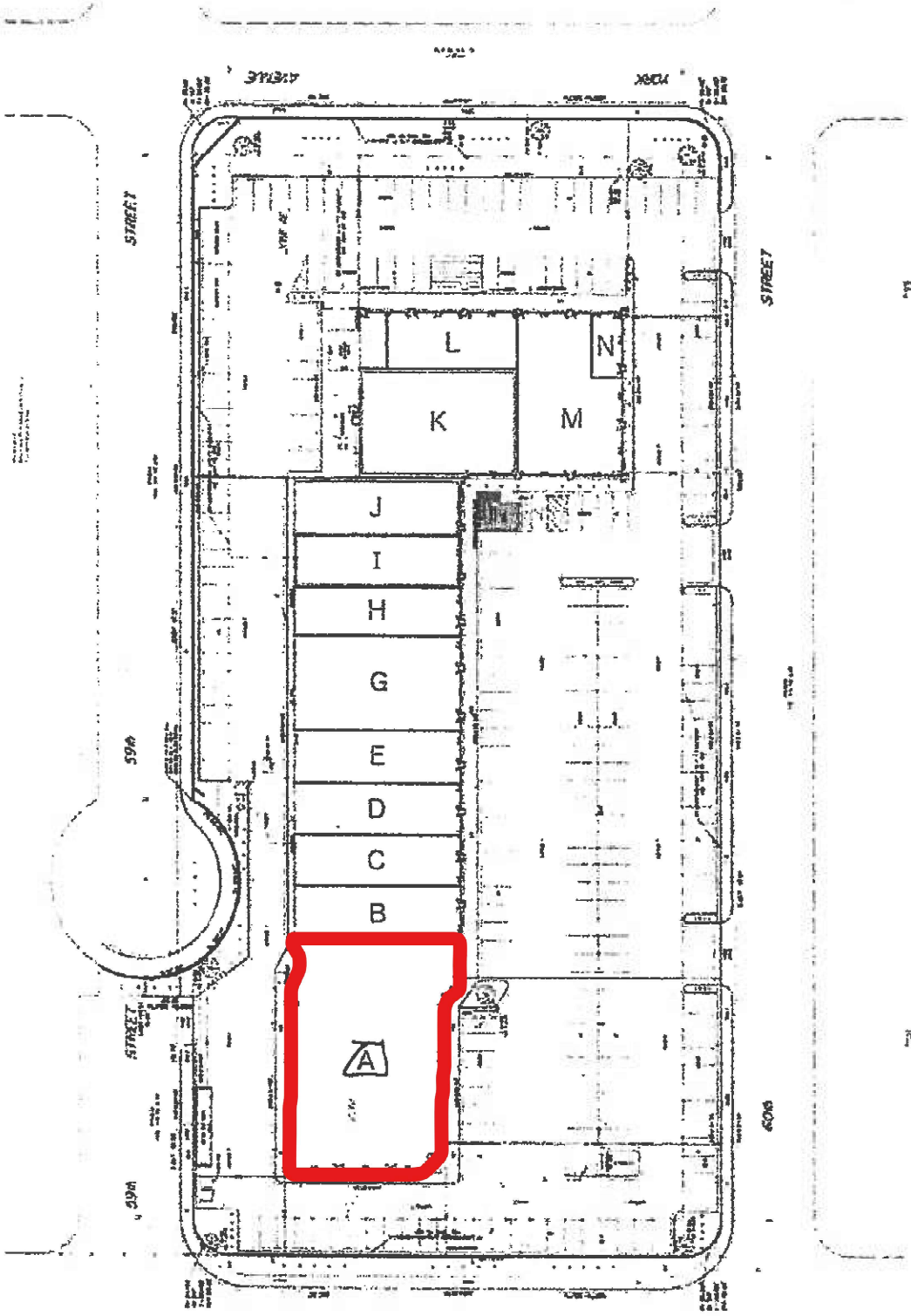
View to the West.



View to the South.

site plan

Quorum Regional Shopping Center



5102 60th
Space A
Request change from C2 to C4


Fragile
PLEASE ASK FOR ASSISTANCE


EXIT

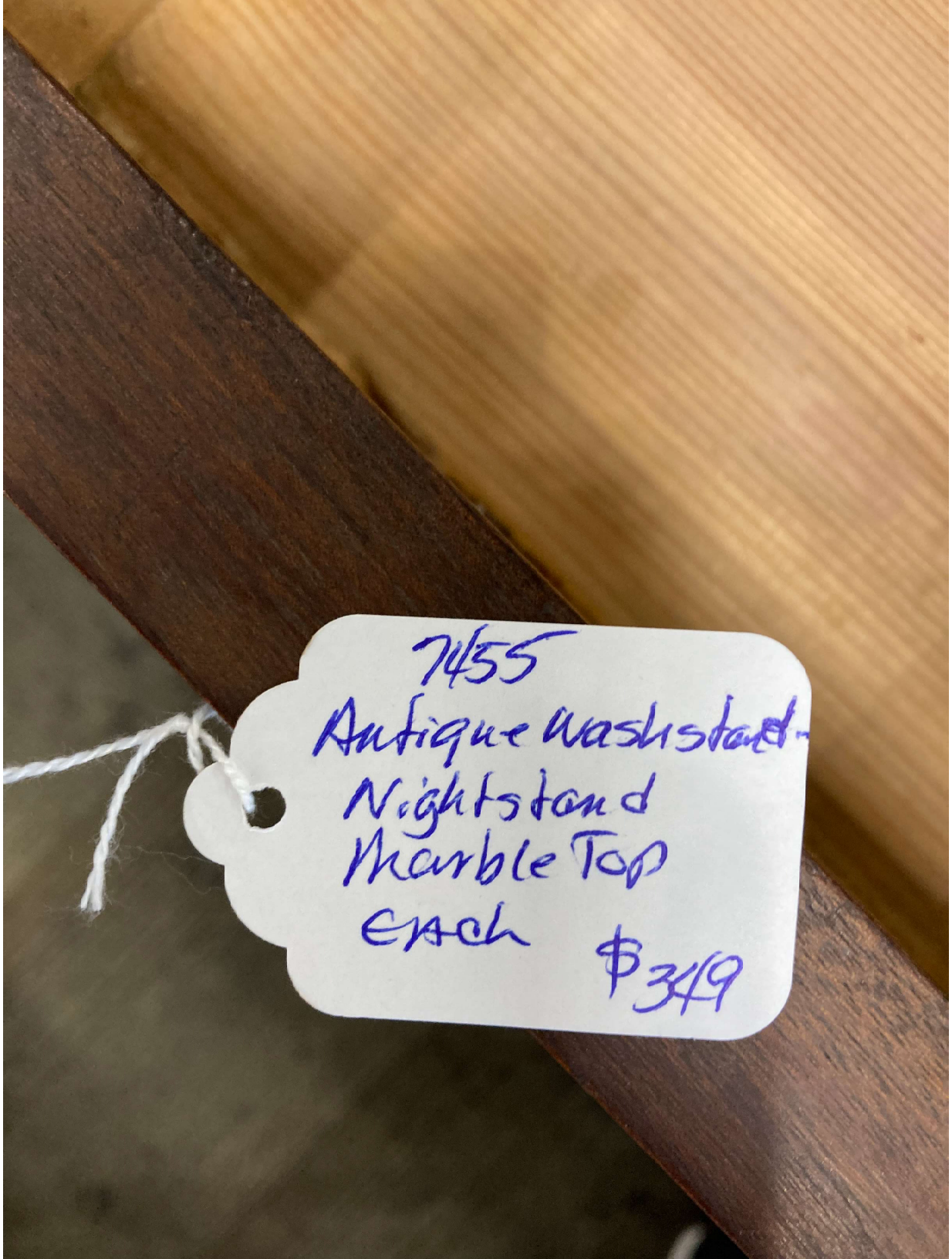

Fragile
PLEASE ASK
FOR ASSISTANCE


Please Ask For Assistance
Home Treasure Gallery
All Sales are Final
Please inspect your items
before purchase




12
1
2
3
4
5
6
7
8
9
10
11


Amazing Grace
READERS (R) magnification (15-25)
— OR —
SUNGLASSES (S) with case
Univ. Houston R
$5 for $20


7455
Antique washstand-
Nightstand
Marble Top
each
$349




7753
Hanzinger NY Pat Feb-
6 1866 Wood Folding
Chair - New Upholstery
$995




7457
German
Chippendale
Glass cabinet
$1450

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: 5102 60th Lubbock TX 79414

Lots/Tracts: Piedmont TR13

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☒ Total Acreage of Request:

Existing Land Use: Shopping Center Existing Zoning: C-2

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: Quorum Shopping Center

Name: Kae Liles 806-787-4024

Address: 1102 Slide Rd #40 City: Lubbock State: TX

ZIP Code: 79416 Telephone: 806-368-7703 Email: sel@swbell.net

Applicant's Signature: Kae Liles

Date: 10/04/22 Printed Name: Kae Liles

Owner Information

Firm Name: Quorum Shopping Center

Owner: C.J. Wheeler III

Address: 1102 Slide Rd #40 City: Lubbock State: TX

ZIP Code: 79416 Telephone: 806-368-7703 Email: jennyco@swbell.net

Property Owner's Signature:

Date: 10-10-2022 Printed Name: C.J Wheeler III

Preparer Information

Preparer's Signature: Kae Liles

Date: 10-11-22 Printed Name: Kae Liles

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-O0179, for Zone Case 3274-F, a request of Betenbough Homes, for a zone change from Interstate Highway Commercial District (IHC) to Two-Family District (R-2), at 1601 130th Street, located south of 130th Street and west of Avenue P, on 5.086 acres of unplatted land out of Block E, Section 16.

Item Summary

On December 13, 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 December 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance - 3274-F
ZC3274-F_Report
Documentation - 3274-F

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. 3274-F; A ZONING CHANGE FROM IHC TO R-2 ZONING DISTRICT AT 1601 130TH STREET, LOCATED SOUTH OF 130TH STREET AND WEST OF AVENUE P, ON 5.086 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 16, 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. 3274-F

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 **IHC** to **R-2** zoning district at **1601 130th Street, located south of 130th Street and west of Avenue P, on 5.086 acres of unplatted land out of Block E, Section 16,** 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

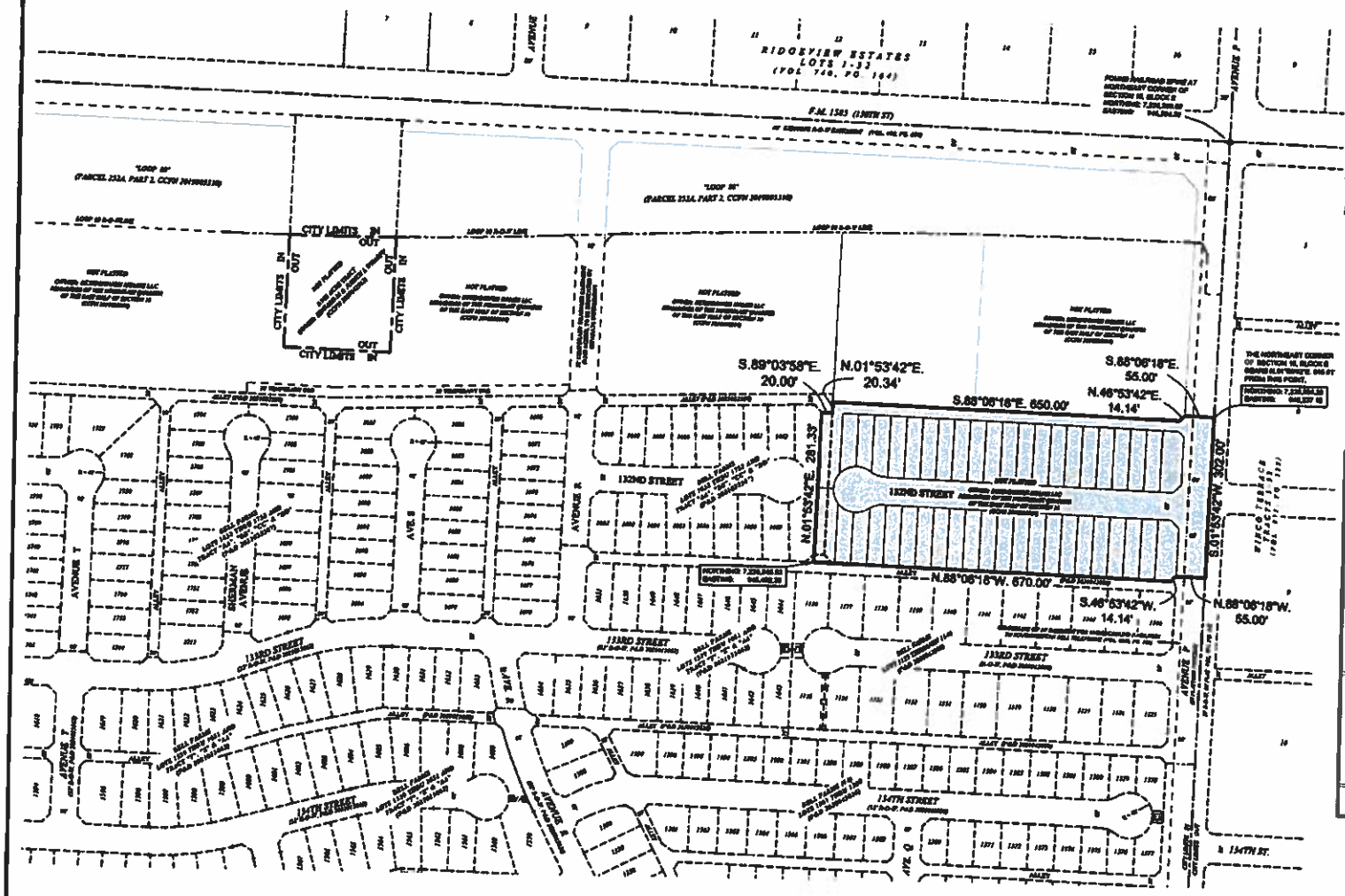
APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3274-F
December 1, 2022

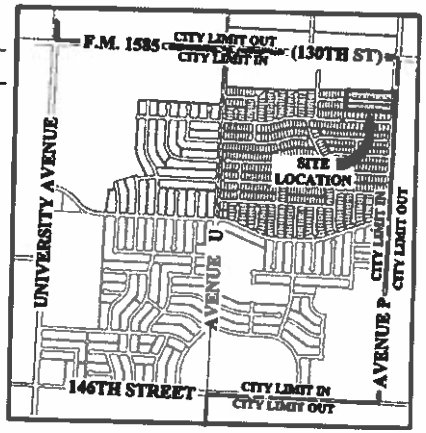


ZONE CHANGE APPLICATION EXHIBIT

(SHEET 2)

A 5.086 ACRE TRACT OF LAND IN THE NORTHEAST QUARTER (NE/4) OF THE EAST HALF (E/2) OF SECTION 16, BLOCK E, LUBBOCK COUNTY, TEXAS

(GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2018008357 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)



VICINITY MAP
NOT TO SCALE

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6015 66th Street, Suite 200
Lubbock, TX 79424
Phone: 806-771-0870
Fax: 806-771-7035
TBPE Reg. # F-9197
Accuracy - Efficiency - Integrity

ZONE CHANGE DESCRIPTION FOR

A 5.086 ACRE TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER (NE/4) OF THE EAST HALF (E/2) OF SECTION 16, BLOCK E, LUBBOCK COUNTY, TEXAS

Zone change description for a 5.086 acre tract of land located in the northeast quarter of the east half of Section 16, Block E, as described by a general warranty deed recorded in County Clerk's File Number 2018008357 of the Official Public Records of Lubbock County, Texas, said 5.086 acres of land being further described by metes and bounds as follows:

BEGINNING at a point in the east line of Section 16 for the northeast corner of this tract, having coordinates of Northing: 7,235,834.39 and Easting: 946,237.12 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence the northeast corner of said Section 16 bears N. 01° 53' 42" E. a distance of 516.61 feet, said section corner having coordinates of Northing: 7,236,350.58 and Easting: 946,254.20 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 01° 53' 42" W. a distance of 302.00 feet to a point of intersection for the most easterly southeast corner of this tract;

THENCE N. 88° 06' 18" W. a distance of 55.00 feet to a point of intersection for a corner of this tract;

THENCE S. 46° 53' 42" W. a distance of 14.14 feet to a point of intersection for the most southerly southeast corner of this tract;

THENCE N. 88° 06' 18" W. a distance of 670.00 feet to a point of intersection for the southwest corner of this tract, having coordinates of Northing: 7,235,546.93 and Easting: 945,492.39 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 01° 53' 42" E. a distance of 281.33 feet to a point of intersection for the most westerly northwest corner of this tract;

THENCE S. 89° 03' 58" E. a distance of 20.00 feet to a point of intersection for a corner of this tract;

THENCE N. 01° 53' 42" E. a distance of 20.34 feet to a point of intersection for the most northerly northwest corner of this tract;

THENCE S. 88° 06' 18" E. a distance of 650.00 feet to a point of intersection for a corner of this tract;

THENCE N. 46° 53' 42" E. a distance of 14.14 feet to a point of intersection for a corner of this tract;

THENCE S. 88° 06' 18" E. a distance of 55.00 feet to the **POINT OF BEGINNING**. Bearings are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone. The convergence angle to true north is -01° 50' 14". Distances are at surface, in U.S. Survey feet. All corners are monumented with 1/2" iron rods with caps marked "AMD ENGINEERING".

6515 68th Street, Suite 300
Lubbock, Texas 79424

TBPE Reg. # F-9197
TBPELS Reg. #101785-00

Office: (806) 771-5976
Fax: (806) 771-7625

ZONE CHANGE DESCRIPTION FOR
A 5.086 ACRE TRACT OF LAND
LOCATED IN THE NORTHEAST QUARTER (NE/4) OF THE EAST HALF (E/2) OF SECTION 16, BLOCK E, LUBBOCK COUNTY, TEXAS

Zone change description for a 5.086 acre tract of land located in the northeast quarter of the east half of Section 16, Block E, as described by a general warranty deed recorded in County Clerk's File Number 2018008357 of the Official Public Records of Lubbock County, Texas, said 5.086 acres of land being further described by metes and bounds as follows:

BEGINNING at a point in the east line of Section 16 for the northeast corner of this tract, having coordinates of Northing: 7,235,834.39 and Easting: 946,237.12 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence the northeast corner of said Section 16 bears N. 01° 53' 42" E. a distance of 516.61 feet, said section corner having coordinates of Northing: 7,236,350.58 and Easting: 946,254.20 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 01° 53' 42" W. a distance of 302.00 feet to a point of intersection for the most easterly southeast corner of this tract;

THENCE N. 88° 06' 18" W. a distance of 55.00 feet to a point of intersection for a corner of this tract;

THENCE S. 46° 53' 42" W. a distance of 14.14 feet to a point of intersection for the most southerly southeast corner of this tract;

THENCE N. 88° 06' 18" W. a distance of 670.00 feet to a point of intersection for the southwest corner of this tract, having coordinates of Northing: 7,235,546.93 and Easting: 945,492.39 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 01° 53' 42" E. a distance of 281.33 feet to a point of intersection for the most westerly northwest corner of this tract;

THENCE S. 89° 03' 58" E. a distance of 20.00 feet to a point of intersection for a corner of this tract;

THENCE N. 01° 53' 42" E. a distance of 20.34 feet to a point of intersection for the most northerly northwest corner of this tract;

THENCE S. 88° 06' 18" E. a distance of 650.00 feet to a point of intersection for a corner of this tract;

THENCE N. 46° 53' 42" E. a distance of 14.14 feet to a point of intersection for a corner of this tract;

THENCE S. 88° 06' 18" E. a distance of 55.00 feet to the **POINT OF BEGINNING**. Bearings are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone. The convergence angle to true north is -01° 50' 14". Distances are at surface, in U.S. Survey feet. All corners are monumented with 1/2" iron rods with caps marked "AMD ENGINEERING".

6515 68th Street, Suite 300
Lubbock, Texas 79424

TBPE Reg. # F-9197
TBPELS Reg. #101785-00

Office: (806) 771-5976
Fax: (806) 771-7625

ZONE CHANGE DESCRIPTION FOR
A 5.086 ACRE TRACT OF LAND
LOCATED IN THE NORTHEAST QUARTER (NE/4) OF THE EAST HALF (E/2) OF SECTION 16, BLOCK E, LUBBOCK COUNTY, TEXAS

Zone change description for a 5.086 acre tract of land located in the northeast quarter of the east half of Section 16, Block E, as described by a general warranty deed recorded in County Clerk's File Number 2018008357 of the Official Public Records of Lubbock County, Texas, said 5.086 acres of land being further described by metes and bounds as follows:

BEGINNING at a point in the east line of Section 16 for the northeast corner of this tract, having coordinates of Northing: 7,235,834.39 and Easting: 946,237.12 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence the northeast corner of said Section 16 bears N. 01° 53' 42" E. a distance of 516.61 feet, said section corner having coordinates of Northing: 7,236,350.58 and Easting: 946,254.20 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 01° 53' 42" W. a distance of 302.00 feet to a point of intersection for the most easterly southeast corner of this tract;

THENCE N. 88° 06' 18" W. a distance of 55.00 feet to a point of intersection for a corner of this tract;

THENCE S. 46° 53' 42" W. a distance of 14.14 feet to a point of intersection for the most southerly southeast corner of this tract;

THENCE N. 88° 06' 18" W. a distance of 670.00 feet to a point of intersection for the southwest corner of this tract, having coordinates of Northing: 7,235,546.93 and Easting: 945,492.39 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE N. 01° 53' 42" E. a distance of 281.33 feet to a point of intersection for the most westerly northwest corner of this tract;

THENCE S. 89° 03' 58" E. a distance of 20.00 feet to a point of intersection for a corner of this tract;

THENCE N. 01° 53' 42" E. a distance of 20.34 feet to a point of intersection for the most northerly northwest corner of this tract;

THENCE S. 88° 06' 18" E. a distance of 650.00 feet to a point of intersection for a corner of this tract;

THENCE N. 46° 53' 42" E. a distance of 14.14 feet to a point of intersection for a corner of this tract;

THENCE S. 88° 06' 18" E. a distance of 55.00 feet to the **POINT OF BEGINNING**. Bearings are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone. The convergence angle to true north is -01° 50' 14". Distances are at surface, in U.S. Survey feet. All corners are monumented with 1/2" iron rods with caps marked "AMD ENGINEERING".

6515 68th Street, Suite 300
Lubbock, Texas 79424

TBPE Reg. # F-9197
TBPELS Reg. #101785-00

Office: (806) 771-5976
Fax: (806) 771-7625

Planning Department
City of Lubbock

Staff Report	Zone Case 3274-F
City Council Meeting	December 13, 2022

Applicant Ronnie Wallace

Property Owner Betenbough Homes

Council District 4

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- February 8, 2018, Ordinance No. 2018-O0021: The subject property was annexed into city limits and zoned Transition District (T).
- August 9, 2018, Zone Case 3274-B, Ordinance No. 2018-O0089: The subject property was rezoned from (T) to Interstate Highway Commercial (IHC).
- December 1,2022, Zone Case 3274-F : The Planning and Zoning Commission recommended approval for a zone change from Interstate Highway Commercial (IHC) to Two-Family District (R-2) by a vote of 6-0-0.

Notification Summary

- Notifications Sent: 26
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property consists of 5.086 acres of vacant, unplatted land out of Block E, Section 16.

Adjacent Property Development

This property is surrounded by vacant land of mixed uses consisting of Interstate Highway Commercial (IHC) to the north and west, residences zoned T to the southwest, and duplexes zoned Two Family District (R-2) to the south with land outside the city limits to the north and east.

Zoning Request and Analysis

Item Summary

The subject property is generally located south of 130th Street and west of Avenue P. The applicant is requesting a zone change to Two-Family District (R-2).

Current zoning: **Interstate Highway Commercial (IHC)**

Requested zoning: **Two-Family District (R-2)**

Intent Statements

The intent of the current IHC zoning "…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."

The intent of the proposed R-2 zoning "…to promote stable, quality residential development of slightly increased densities and multiple occupancy."

Traffic Network/Infrastructure Impacts

The property is generally located south of 130th street (future loop 88) which is designated as a proposed freeway and west of Avenue P which is designated as a collector street. 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 (i.e., 30-35 mph).

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. It is appropriate adjacent to other residential uses.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates the subject property for Low Density Residential and Commercial Uses. The requested zone change is consistent with this designation and is appropriate in this location, adjacent to other residential uses.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance and the location is appropriate for (R-2).

Suitability of Property for Allowed Uses
The property is suitable for the proposed use and will 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. Future Land Use Map
F. Photos
G. Application and Supporting Documentation

Staff Contacts

Cassie Bermea
Planner
Planning Department
806-775-2096
cassiebermea@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3274-F

Allowable Uses: Two Family District (R-2)

Transportation: The proposed development has a point of access from Avenue P.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Avenue P *Collector (Partial)*	R.O.W. 64 feet, Two-lane, undivided, unpaved	R.O.W. 64 feet, four-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

District 4

5.4 **Zone Case 3274-F:** Betenbough Homes
Request for a zone change from Interstate Highway Commercial District (IHC) to Two-Family District (R-2), at:

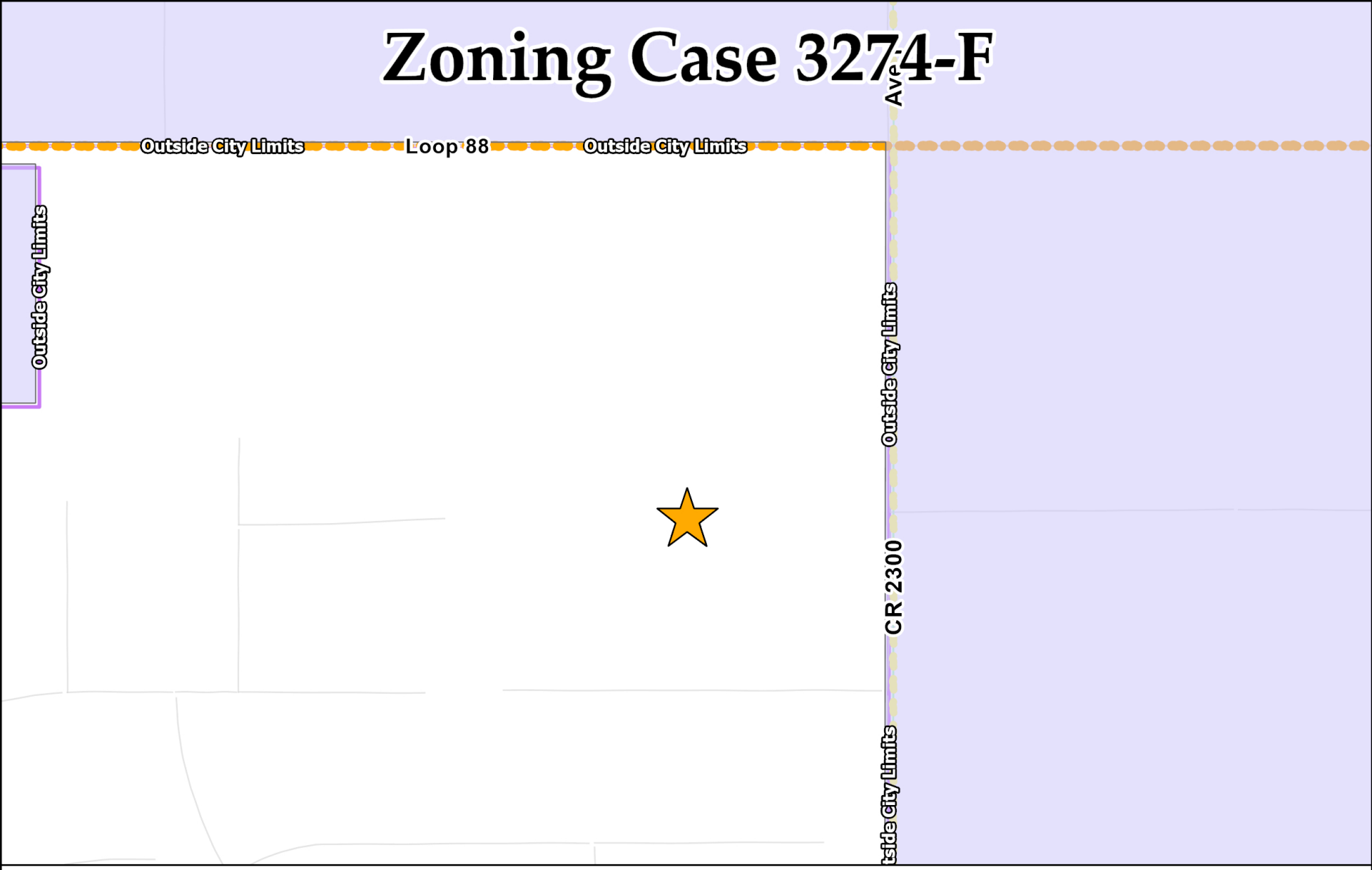
- 1601 130th Street, located south of 130th Street and west of Avenue P, on 5.086 acres of unplatted land out of Block E, Section 16.

PLANNER CASSIE BERMEA stated there were twenty-six (26) notifications sent out and zero returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT WES EVERETT, 10701 Justice Avenue, representing Betenbough, stated the request is for their Bell Farms neighborhood and is appropriate in the area.

No one spoke in favor or in opposition to the request.
In the matter of **Zone Case 3274-F,** a motion was made by **JAMES BELL** and seconded by **TANNER NOBLE** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration

Zoning Case 3274-F

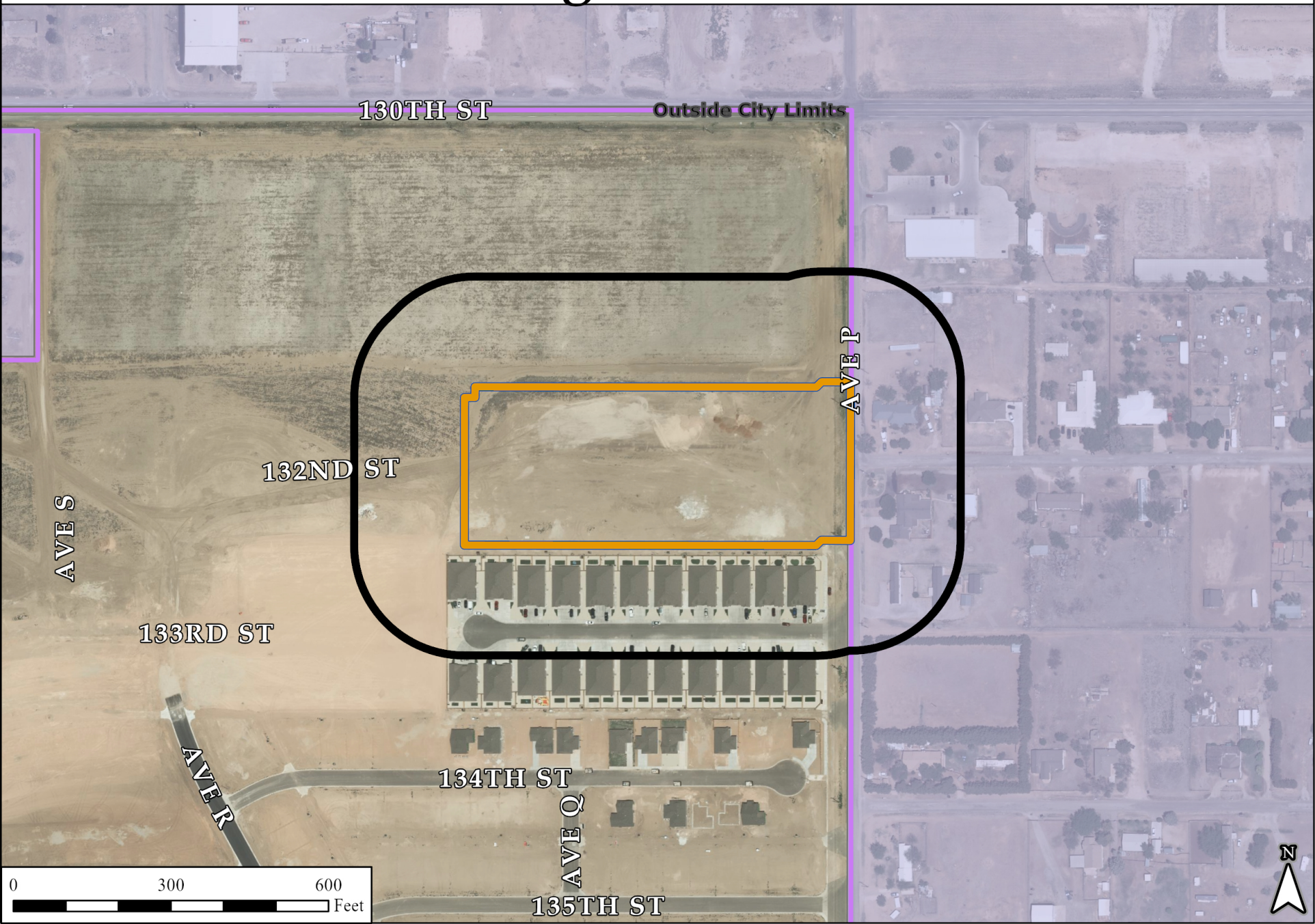


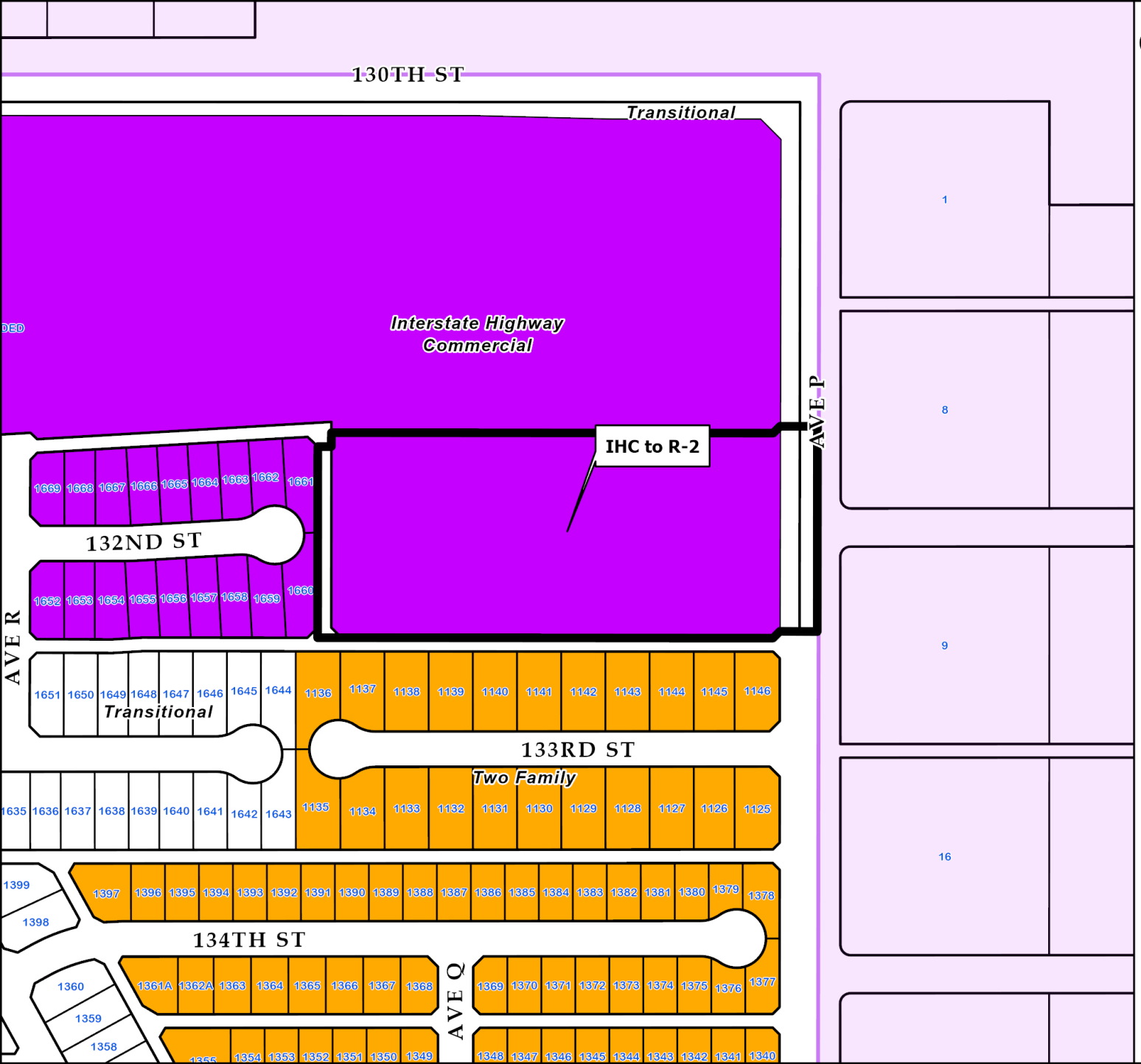
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: November 2022

Zoning Case 3274-F





Current Zoning

3274-F

Zoning Districts

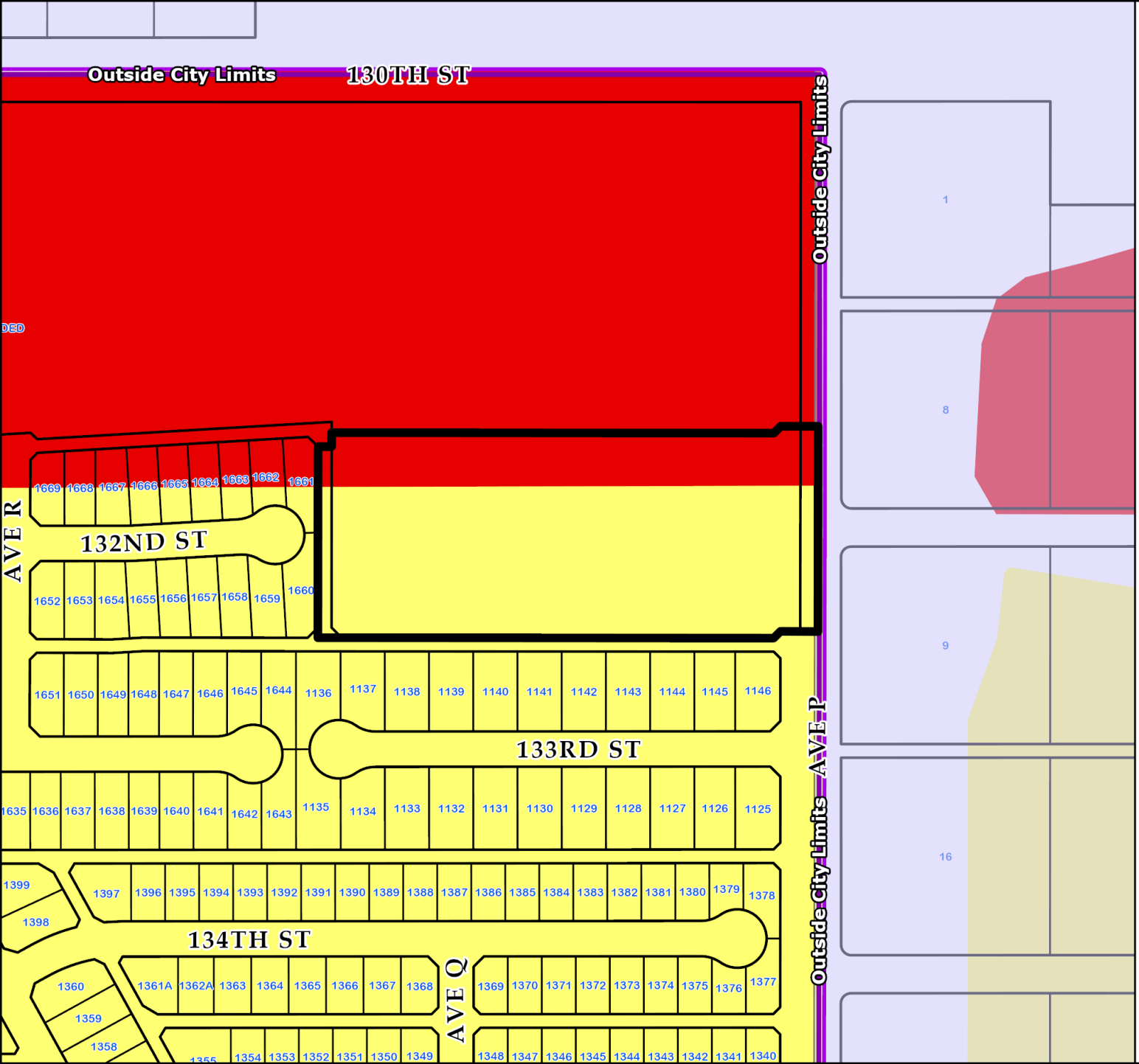
- Interstate Highway Commercial
- Two Family
- Transitional

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2022



Future Land Use Plan
Case 3274-F

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

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2022



View South—Subject Property.



View East.



View North.



View West.

3274-F

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 1601 130th Street

Lots/Tracts: 5.086 Acre Tract of Land in NE QTR (NE/4) of the East Half (E/2) of Sec 16, Block E, Lubbock County, TX

Survey & Abstract: See Attached

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 5.086

Existing Land Use: Vacant Existing Zoning: IHC

Requested Zoning: R-2

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: Betenbough Homes

Owner: Ronnie Wallace, Land Planner, Betenbough Homes

Address: 6305 82nd Street City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806.412.6611 Email: Ronniew@betenbough.com

Property Owner's Signature: _____

Date: 10/26/22 Printed Name: Ronnie Wallace

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 5): Consider Ordinance No. 2022-O0180, for Zone Case 2068-A, a request of Vincent Gerard and Associates for Verizon Wireless, for a zone change from High-Density Apartment District (A-2) to High-Density Apartment District (A-2) with a Specific Use for a Telecommunications Tower, at 5812 73rd Street, located north of 73rd Street and west of Frankford Avenue, Stonegate Addition, south 170 feet of Tract B.

Item Summary

On December 13, 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 December 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance - 2068-A
ZC2068-A_Report
Documentation - 2068-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. 2068-A; A ZONING CHANGE FROM A-2 TO A-2 SPECIFIC USE FOR A TELECOMMUNICATIONS TOWER, AT 5812 73RD STREET, LOCATED NORTH OF 73RD STREET AND WEST OF FRANKFORD AVENUE, STONEGATE ADDITION, SOUTH 170 FEET OF TRACT B, 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. 2068-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 **A-2** to **A-2 Specific Use** for **a Telecommunications Tower** zoning district at **5812 73rd Street, located north of 73rd Street and west of Frankford Avenue, Stonegate Addition, south 170 feet of Tract B,** 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 **A-2** 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 **5812 73rd Street, located north of 73rd Street and west of Frankford Avenue, Stonegate Addition, south 170 feet of Tract B**, 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/ZC2068-A
December 1, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 2068-A
City Council Meeting	December 13, 2022

Applicant Vincent Gerard & Associates Agent

Property Owner Verizon Wireless

Council District 5

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2535: The subject property was annexed into the City of Lubbock.
- April 23, 1959, Zone Case 763, Ordinance No. 2760: The subject property was zoned Single-Family District (R-1).
- March 11, 1976, Zone Case 2068, Ordinance No. 7218: The subject property was rezoned from R-1 to High-Density Apartment District (A-2).
- August 15, 2018, V-4735: A variance request to vary the timeframe allowed for out-of-state residents to stay in RV's from 14 days to 90 days was denied by the Zoning Board of Adjustment.
- December 1, 2022, Zone Case 2068-A: The Planning and Zoning Commission recommended approval of a Specific Use for a Telecommunications Tower on property zoned A-2 by a vote of 6-0-0.

Notification Summary

- Notifications Sent: 39
- Received In Favor: 1
- Received In Opposition: 2

Site Conditions and History

The property was platted on May 3, 1993 as Stonegate Addition, Tract B. In 1975, a church was constructed on the property. The property under consideration consists of the south 170 feet of Tract B, with the northern remainder under separate ownership.

Adjacent Property Development

The surrounding properties are zoned Single-Family District (R-1), and Family Apartment District (A-1). The surrounding properties are developed with single-family homes with a parking lot to the north.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 5812 73rd Street, located north of 73rd Street and west of Frankford Avenue. The applicant is requesting approval of a Specific Use for a Telecommunications Tower on property zoned High-Density Apartment District (A-2).

Current zoning: **High-Density Apartment District (A-2)**

Requested zoning: **Specific Use for a Telecommunications Tower**

Intent Statements

The intent of the current A-2 zoning is "…to promote high-density multi-family developments and compatible land uses in harmony with lower-density uses. The regulations are designed to provide the occupants with safe

and convenient housing within an aesthetically pleasing environment in proper relationship to adjacent land uses."

The intent of the proposed Specific Use 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 Frankford Avenue, which is designated as a Minor Arterial, and 73rd Street, which is designated as a Collector. Arterials are major thoroughfares designed to carry large quantities of traffic at relatively high speeds. Collectors provide access and movement within residential, commercial, and industrial areas with medium amounts of traffic at lower speed limits.

Compatibility with Surrounding Property
The proposed Specific Use is compatible with the surrounding area and would not change the character of the existing development.

Conformance with Zoning Ordinance
The proposed Specific Use is in conformance with the zoning ordinance. The property is located along a major thoroughfare and is compatible next to adjacent land uses.

Suitability of Property for Allowed Uses
The property is suitable for the proposed specific use, though additional improvements may 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

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Allowable Uses: High-Density Apartment District (A-2), Specific Use for a Telecommunications tower.

Transportation: The proposed development has a point of access from 73rd Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
73rd Street, Collector, Completed	R.O.W. 46 feet, 2 lane, undivided, paved.	R.O.W. 45 feet, 4 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

District 5

5.7 **Zone Case 2068-A:** Vincent Gerard & Associates for Verizon Wireless

Request for a zone change from High-Density Apartment District (A-2) to High-Density Apartment District (A-2) with a Specific Use for a Telecommunications Tower, at:

- 5812 73rd Street, located north of 73rd Street and east of Genoa Avenue, Stonegate Addition, south 170 feet of Tract B.

PLANNING MANAGER VICTOR ESCAMILLA stated there were thirty-nine (39) notifications sent out and one (1) returned in favor and two (2) returned in opposition. One of the opposition letters stated concerns of the view of a tall cell tower. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

BOARDMEMBER TANNER NOBLE asked staff for the exact height of the tower and staff responded with 100 feet.

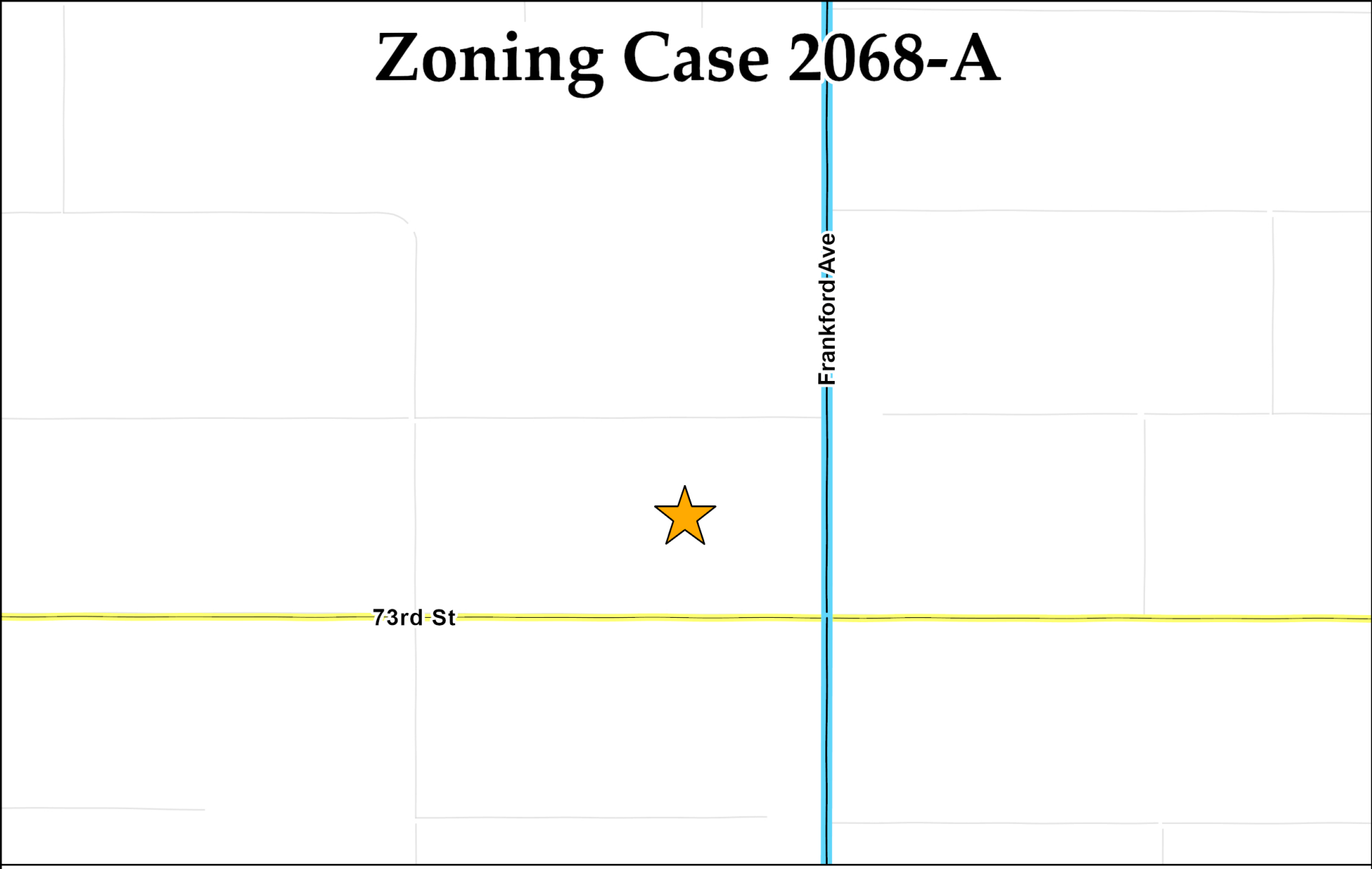
APPLICANT VINCENT HUEBINGER, with Vince Gerard, 1705 Carlisle Lane, Austin, TX, stated the request was a relocation of an existing Verizon Wireless tower. That water tower across the street will soon be decommissioned, and the tower it houses now needs a relocation site. Mr. Huebinger stated it is required they do in-depth study to identify any good candidates for towers. There were two, both churches. They were lucky the Shepard of the Plains church with the optimal location was interested. All the church asked was that it be made to look special. The design is a 100 foot stealth tower with a cross and matching stucco on a site surrounded by trees. It is a steel structure with a fiberglass frame, which is allows transmission without a lot of interference. There is no visibility of antennas, and it can house 56 antennas. They do have the height separation distance required by city code. The site is needed for coverage.

BOARDMEMBER JAMES BELL stated the ingenuity of the stealth tower was great.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 2068-A,** a motion was made by **TANNER NOBLE** and seconded by **JAMES BELL** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

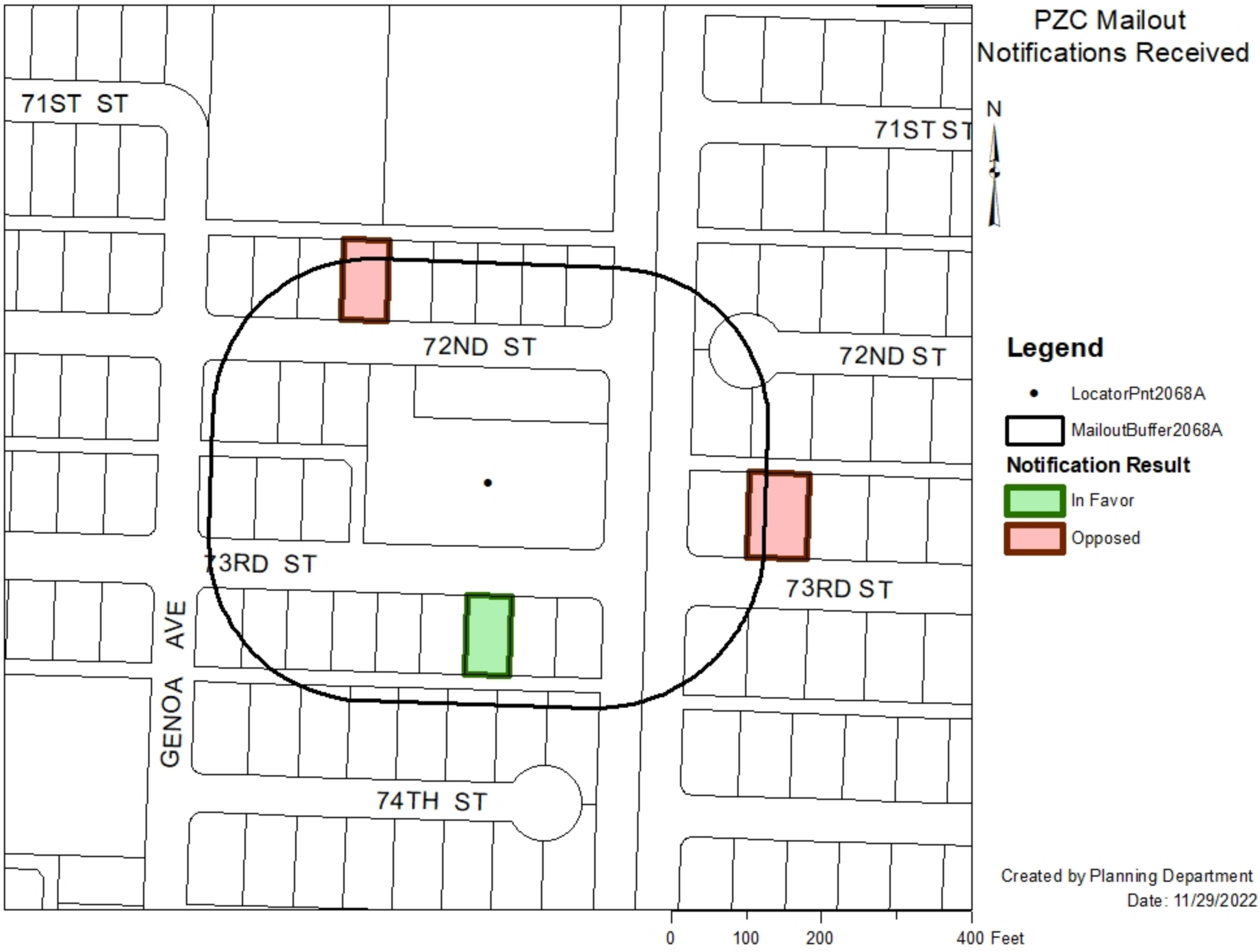
Zoning Case 2068-A



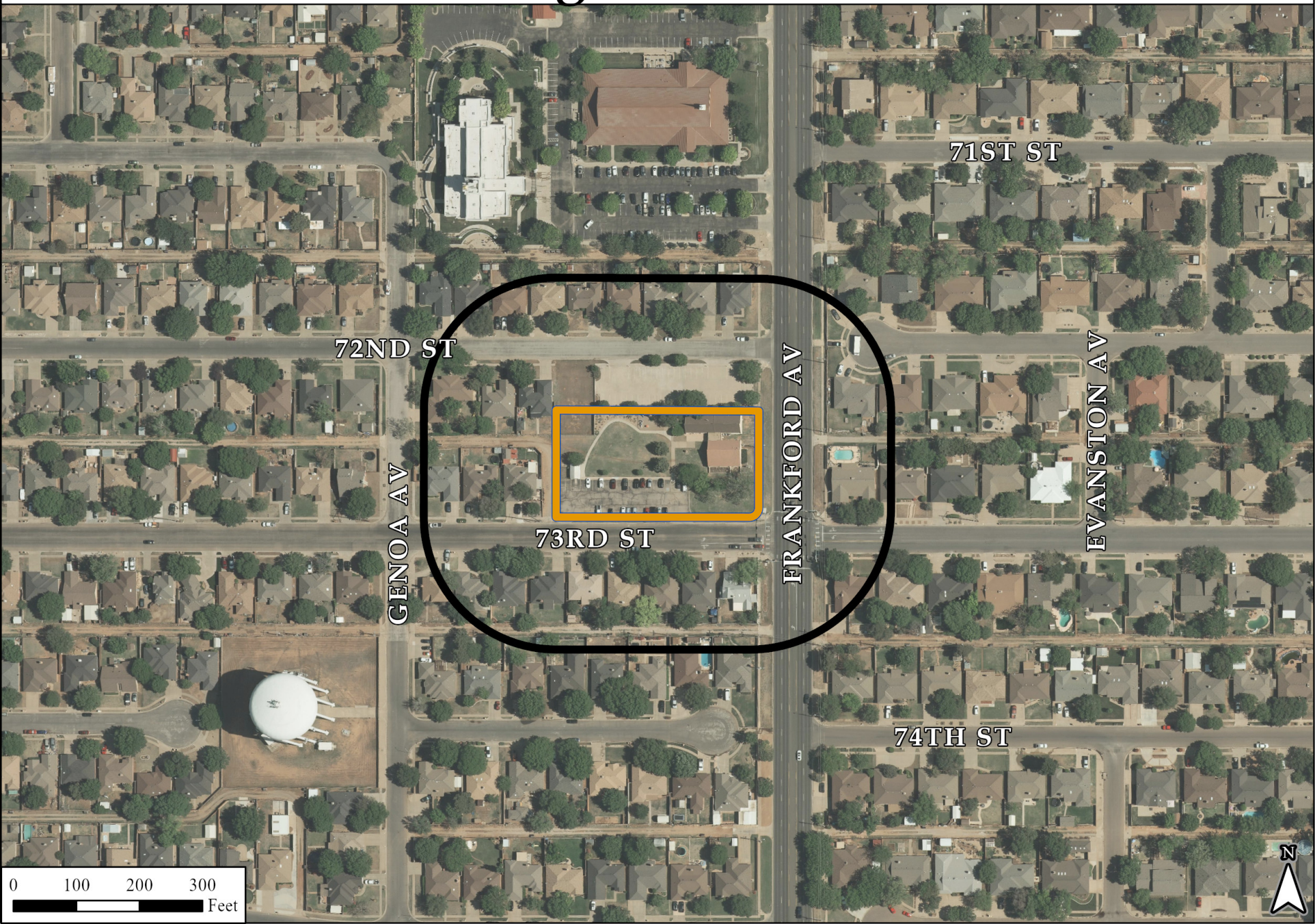
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

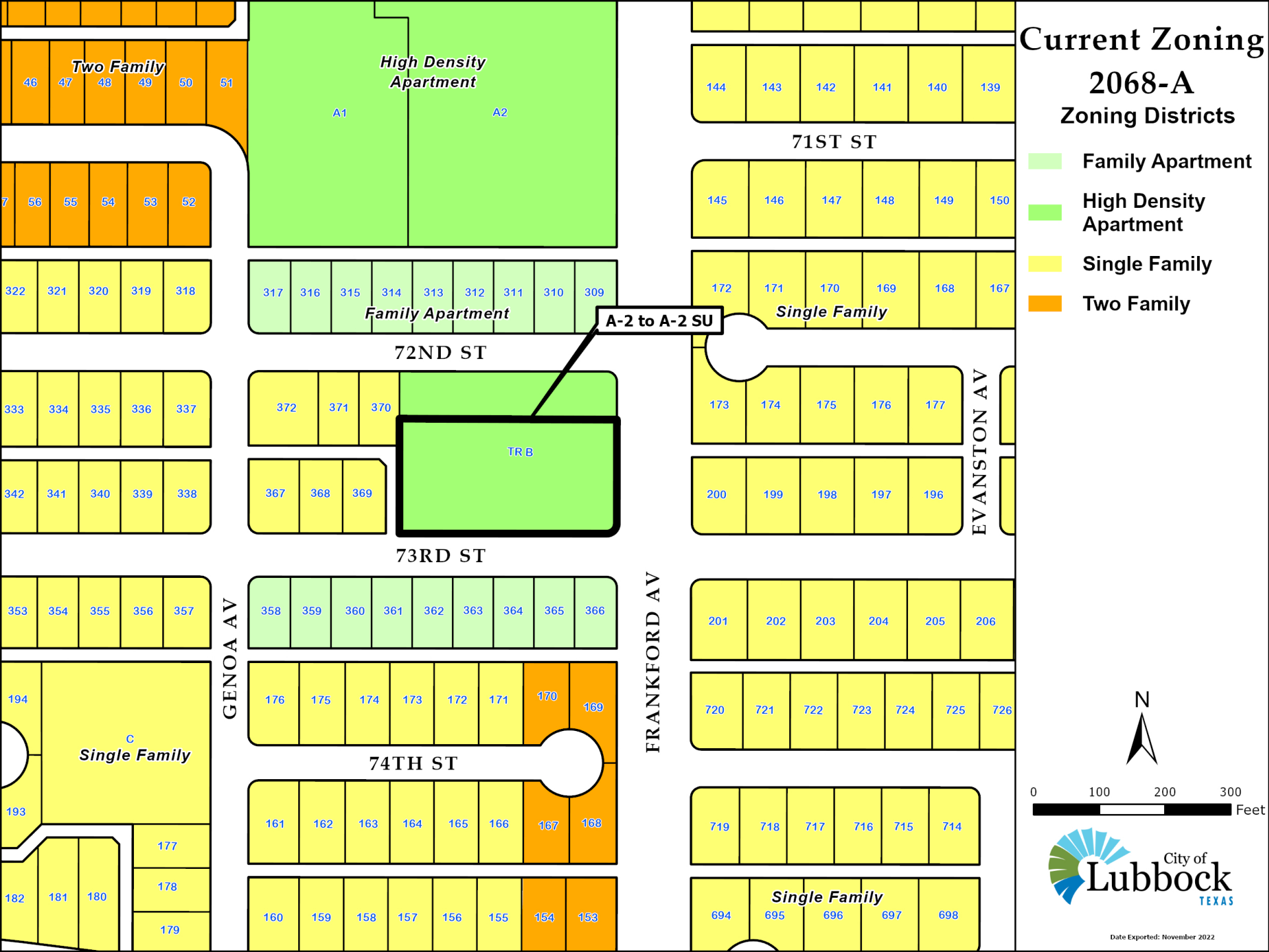
N
W E
S

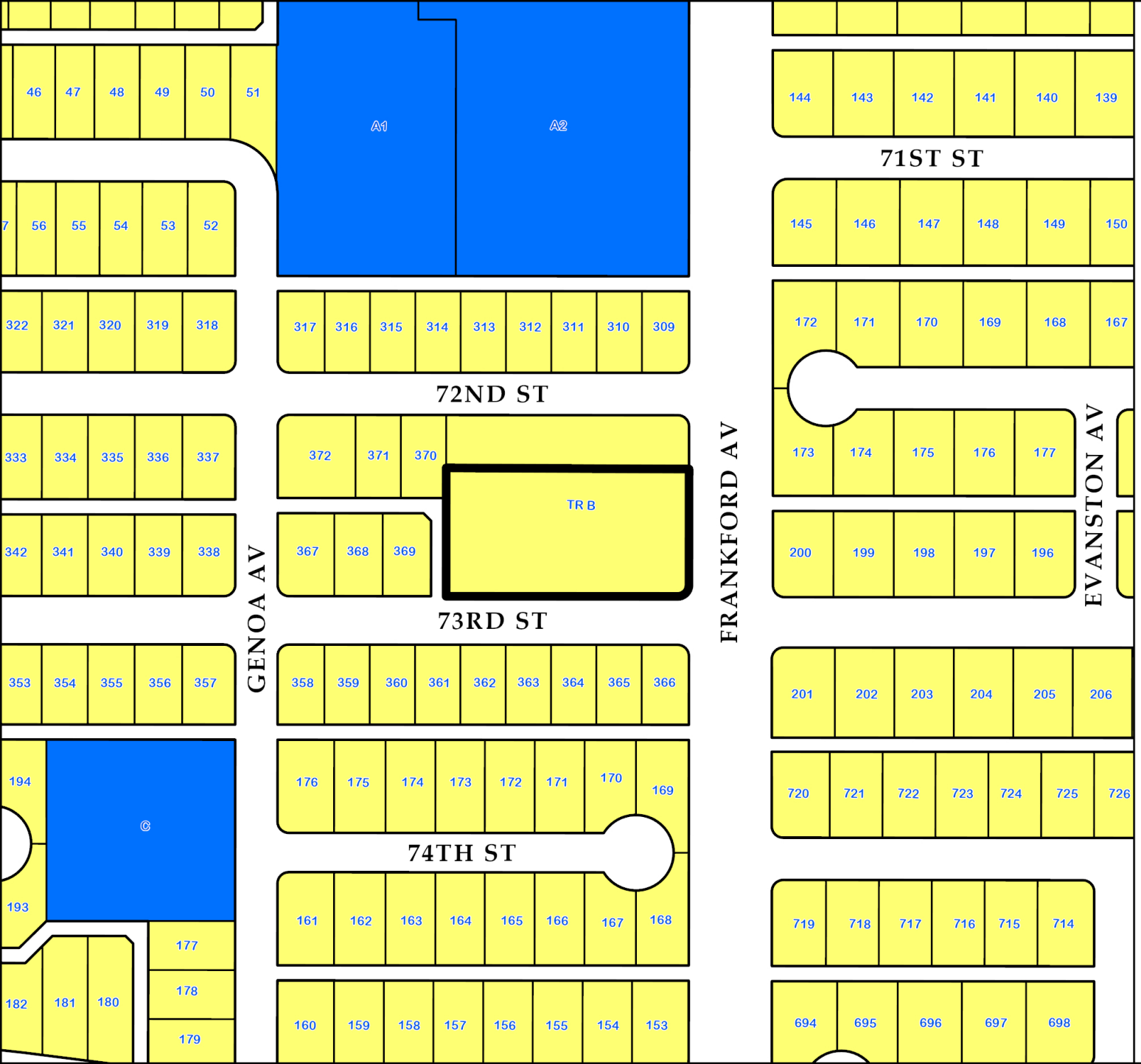
Date Exported: November 2022


PZC Mailout
Notifications Received
71ST ST
71ST ST
N
72ND ST
72ND ST
Legend
LocatorPnt2068A
MailoutBuffer2068A
Notification Result
In Favor
Opposed
73RD ST
73RD ST
GENOA AVE
74TH ST
Created by Planning Department
Date: 11/29/2022
0
100
200
400 Feet

Zoning Case 2068-A




Current Zoning
2068-A
Zoning Districts
Family Apartment
High Density Apartment
Single Family
Two Family
A-2 to A-2 SU
Two Family
High Density Apartment
A1
A2
Family Apartment
Single Family
TR B
71ST ST
72ND ST
73RD ST
74TH ST
GENOA AV
FRANKFORD AV
EVANSTON AV
C
Single Family
Single Family
N
0 100 200 300
Feet
City of Lubbock TEXAS
Date Exported: November 2022



Future Land Use Plan
Case 2068-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

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2022

2068-A



View to the north. Subject Property.



View to the east.



View to the south.



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: 5812 73rd Street Lubbock Texas 79424

Lots/Tracts: Tract B, Stonegate Addition, save and execept Deed # 2007025369

Survey & Abstract: N/A

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 2.5809 acre remaining

Existing Land Use: Church Existing Zoning: A-2 High Density Apartments

Requested Zoning: A-2 with SUP for Telecomm wireless replacement facility

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Vincent Gerard & Associates Agent for Verizon Wireless

Name: Vincent G. Huebinger

Address: 1715 S Capital of Texas Hwy Ste 207 City: Austin State: Tx

ZIP Code: 78746 Telephone: 512 328-2693 Email: vinceh@vincentgerard.com

Applicant's Signature:

Date: October 24, 2022 Printed Name: Vincent G. Huebinger

Owner Information

Firm Name: Shepherd of the PLains Evangelical Lutheran Church - Lease agrrement to Verizon Wireless

Owner: Applicant - Verizon Wireless

Address: 5812 73rd Street City: Lubbock State: Tx

ZIP Code: 79424 Telephone: (214) 334-8293 Email: wdp37n7@gmail.com

Property Owner's Signature:

Date: 10/24/2022 Printed Name: Trey Patterson - See attached LOA

Preparer Information

Preparer's Signature:

Date: 10/24/2022 Printed Name: Vincent G. Huebinger

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.

VINCENT GERARD & ASSOCIATES, INC.

Ms. Kristen Sager AICP
City of Lubbock Texas Planning Services

October 25, 2022

RE: Application Checklist, Verizon Wireless TXLU Frankford Replacement Site. 5812 73rd Street Lubbock Texas, SUP. Supplement Information.

Ms. Sager,
The following data is included in the application for Verizon Wireless SUP;

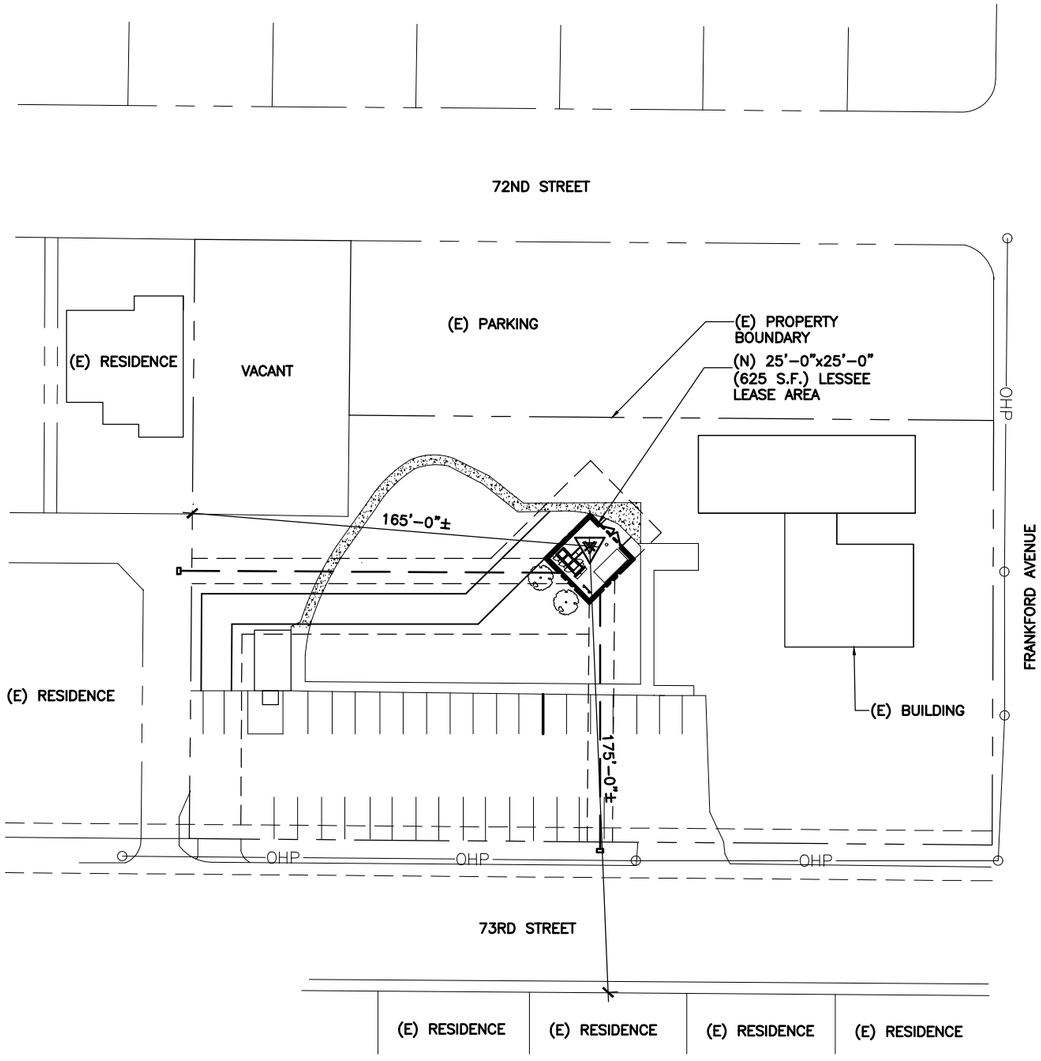
1) RF summary study includes existing surrounding sites, current coverage and without site coverage,
2) Summary letter and exhibits – closest wireless sites Verizon is already located. No existing towers are located within the immediate area for a replacement site,
3) No existing rooftops that have adequate height for same coverage,
4) Supplemental exhibits for closest tower sites, existing Verizon sites,
5) Site Plan provided for the SUP (Archcomm) is included in the application,
    a. Site plan shows surrounding zoning and land uses,
    b. Site plan shows height of tower setback to closest residential use,
    c. Site Plan shows base district setbacks for A-2 zoning,
    d. Site plan shows proposed elevation and height of structure,
    e. Structure designed to limit the visual obtrusiveness, regardless of additional cost, proposed structure could be used for maximum 3 carriers inside the stealth shields,
    f. Site plan shows masonry wall for matching architectural element & security fencing,
    g. Existing trees to be removed (2) and replaced.
6) Photo-simulations from multiple locations for visual.

If there is any further information or exhibits necessary, please contact us as soon as possible.

Sincerely,

Vincent G. Huebinger

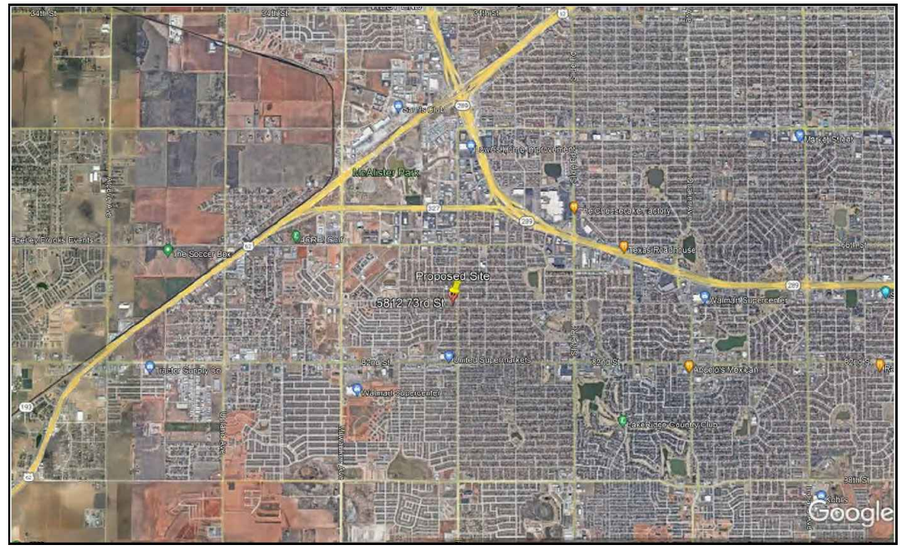
LAND PLANNING, DEVELOPMENT & ZONING CONSULTANTS
1715 SOUTH CAPITAL OF TEXAS HIGHWAY • SUITE 207 • AUSTIN, TEXAS 78746
VINCENTGERARD.COM • (512) 328-2693

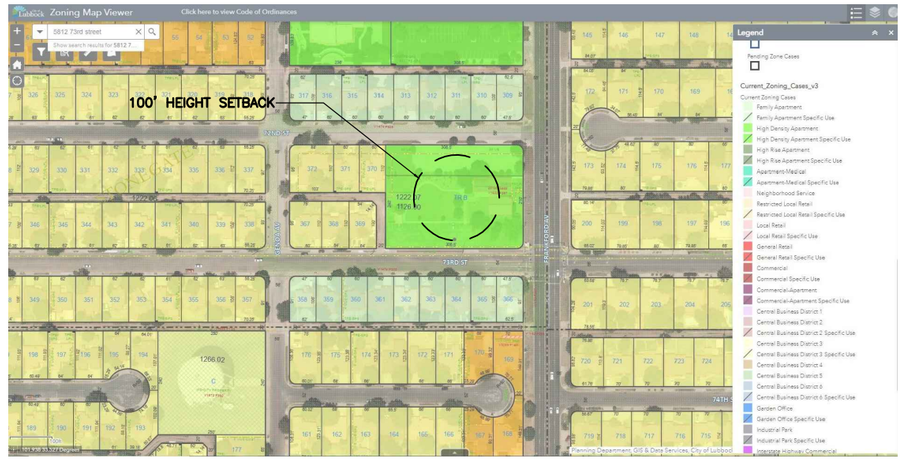


(N) = NEW LESSEE
(E) = EXISTING
(F) = FUTURE

1 **SITE PLAN**
SCALE: 1" = 60'–0"

NORTH





SPECIAL USE SITE PLAN

SITE INFORMATION
JURISDICTION: CITY OF LUBBOCK, TEXAS 79423
LUBBOCK COUNTY
Latitude – 33° 31' 39.98"N, Longitude – 101° 56' 25.41"W

USE: Telecommunications Facility
Zoning: File No.:

CONTACT INFORMATION

VINCE HUEBINGER

Vincent Gerard & Associates
1715 S. Capital of Texas HWY
Austin, Texas 78746
Phone: (512)328–2693
Suite 207

CARRIER INFORMATION

MNG. Real Estate & Regulatory
7 Village Circle STE. 400

Verizon Wireless
Tara Sprague
600 Hidden Ridge
Irving, TX 75038
tara.sprague@verizonwireless.com

PROJECT TYPE
PROPOSED 100' BELL TOWER

DATE
October 26, 2022

SITE ADDRESS
5812 73RD STREET
Lubbock, TX 79423

LEGAL DESCRIPTION
STONEGATE ADDITION
TO THE CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
VOL 4184, PG. 140 OPRLCT

SITE ZONING – A–2 HIGH DENSITY APARTMENTS
LAND USE – RELIGIOUS ASSEMBLY
NOTE – WIRELESS SITE COMPLIES WITH THE HEIGHT SETBACK REQUIREMENTS IN LUBBOCK CITY CODE.

SITE NAME:
TXLU FRANKFORD REPLACEMENT

CONSULTANTS
Vincent Gerard & Associates
1715 S. Capital of Texas HWY
Austin, Texas 78746
Phone: (512)328–2693
Suite 207

VINCE HUEBINGER

THESE DRAWINGS ARE THE PROPERTY OF VERIZON WIRELESS. THEY ARE INTENDED FOR THE EXCLUSIVE USE OF THIS PROJECT ONLY. ANY RE–USE OF THESE PLANS (DRAWINGS) WITHOUT THE EXPRESS WRITTEN CONSENT OF VERIZON WIRELESS IS PROHIBITED

verizon

TXLU_FRANKFORD_REPL

5812 73RD STREET
LUBBOCK, LUBBOCK COUNTY, TEXAS 79423

(572782)

ARCHCOMM, LLC.
1006 Beckett
San Antonio, Texas 78213
(210) 308-9905
TBPE NO. F-15659

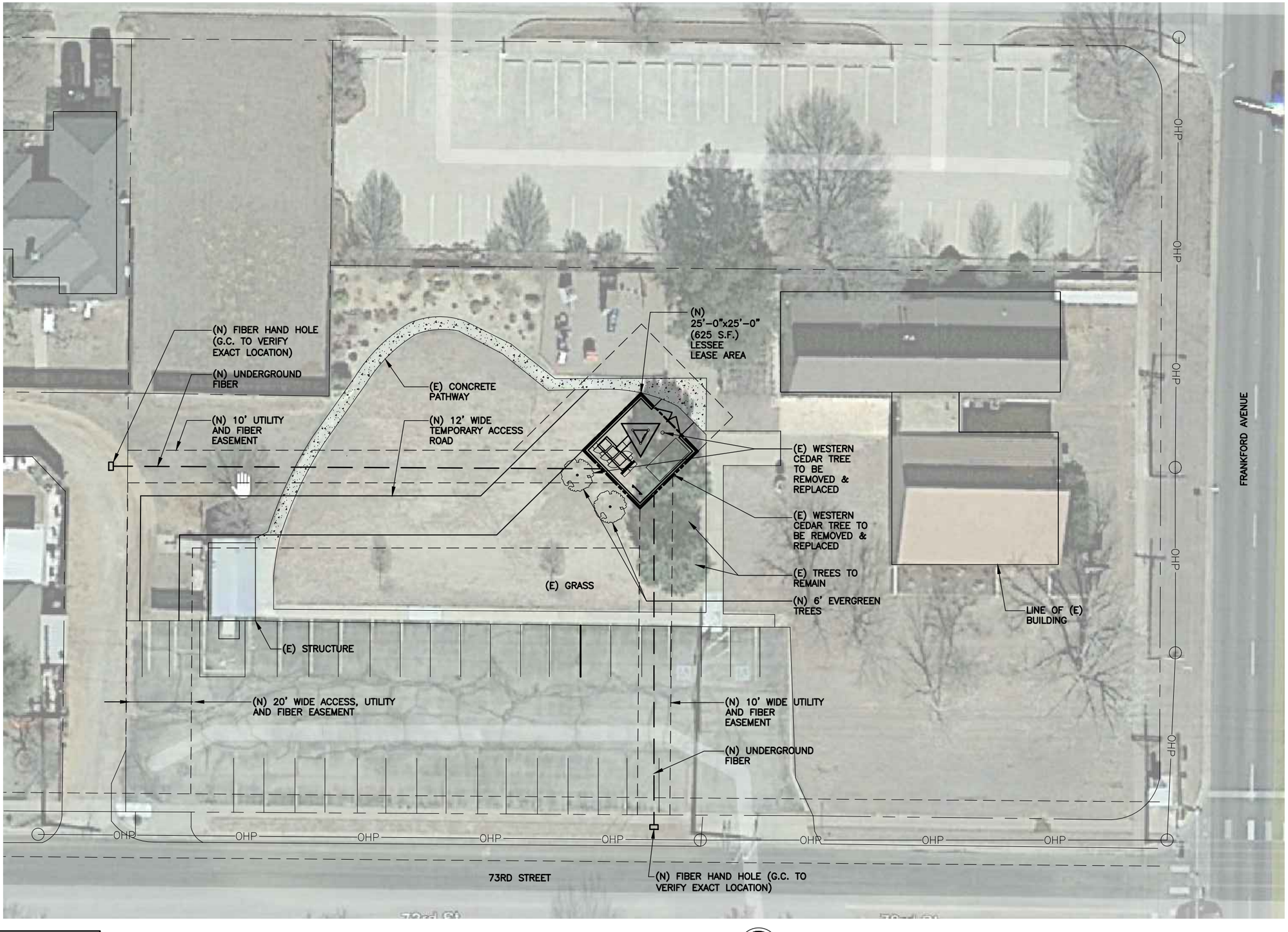
SHEET TITLE

SITE PLAN

SHEET HISTORY

10.25.22 CONCEPT SITE PLAN

A0



(N) = NEW LESSEE
(E) = EXISTING
(F) = FUTURE

1 SITE PLAN

SCALE: 1" = 30'-0"

NORTH

THESE DRAWINGS ARE THE PROPERTY OF VERIZON WIRELESS. THEY ARE INTENDED FOR THE EXCLUSIVE USE OF THIS PROJECT ONLY. ANY RE-USE OF THESE PLANS (DRAWINGS) WITHOUT THE EXPRESS WRITTEN CONSENT OF VERIZON WIRELESS IS PROHIBITED

verizon

TXLU_FRANKFORD_REPL

5812 73RD STREET
LUBBOCK, LUBBOCK COUNTY, TEXAS 79423

(572782)

ARCHCOMM, LLC.
1006 Beckett
San Antonio, Texas 78213
(210) 308-9905
TBPE NO. F-15659

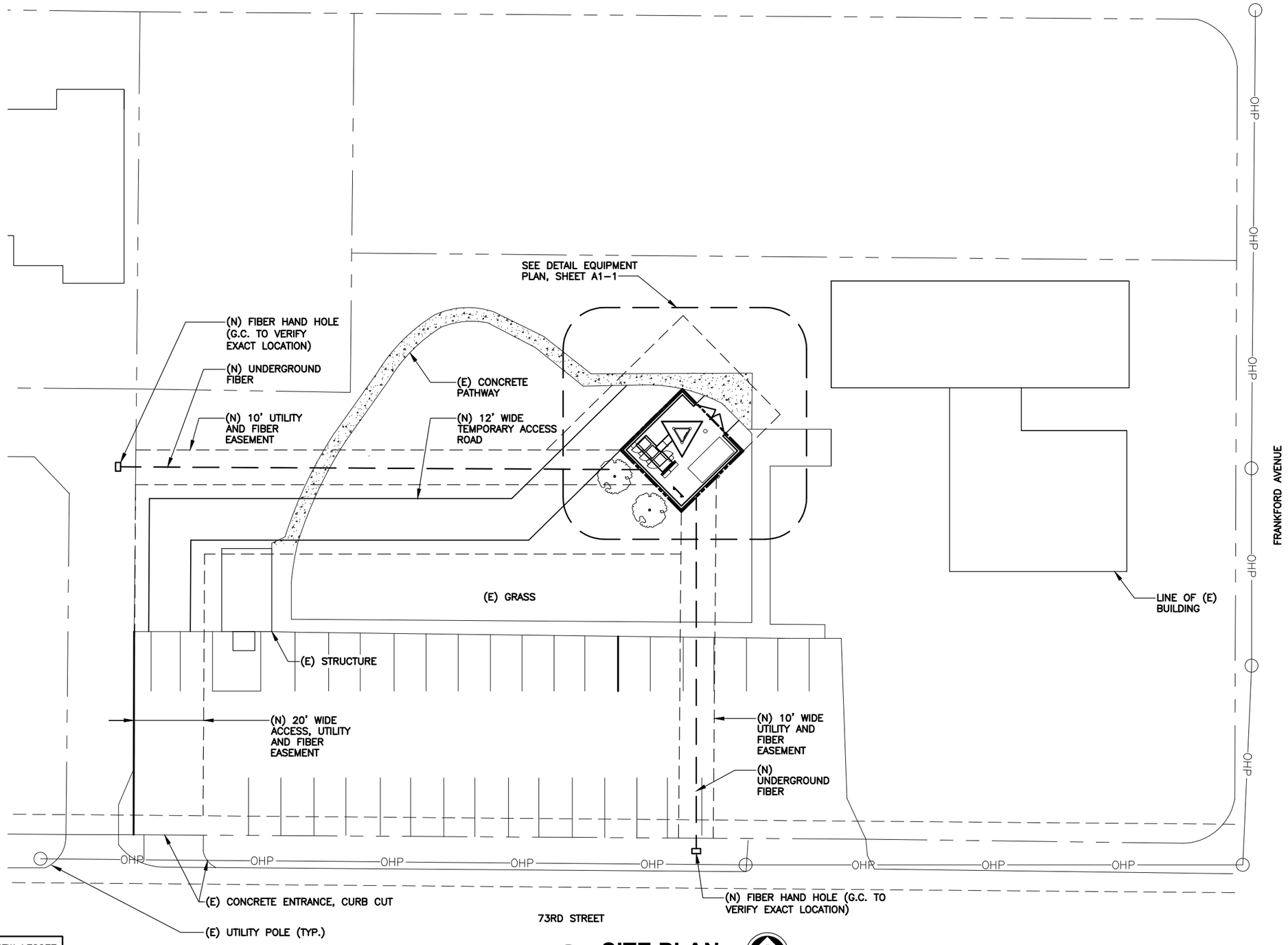
SHEET TITLE

SITE PLAN

SHEET HISTORY

10.25.22 CONCEPT SITE PLAN

A1



1 SITE PLAN

SCALE: 1" = 30'-0"

verizon

TXLU_FRANKFORD_REPL

5812 73RD STREET
LUBBOCK, LUBBOCK COUNTY, TEXAS 79423

(572782)

THESE DRAWINGS ARE THE PROPERTY OF VERIZON WIRELESS. THEY ARE INTENDED FOR THE EXCLUSIVE USE OF THIS PROJECT ONLY. ANY RE-USE OF THESE PLANS (DRAWINGS) WITHOUT THE EXPRESS WRITTEN CONSENT OF VERIZON WIRELESS IS PROHIBITED

ARCHCOMM, LLC.
1006 Beckett
San Antonio, Texas 78213
(210) 308-9905
TBPE NO. F-15659

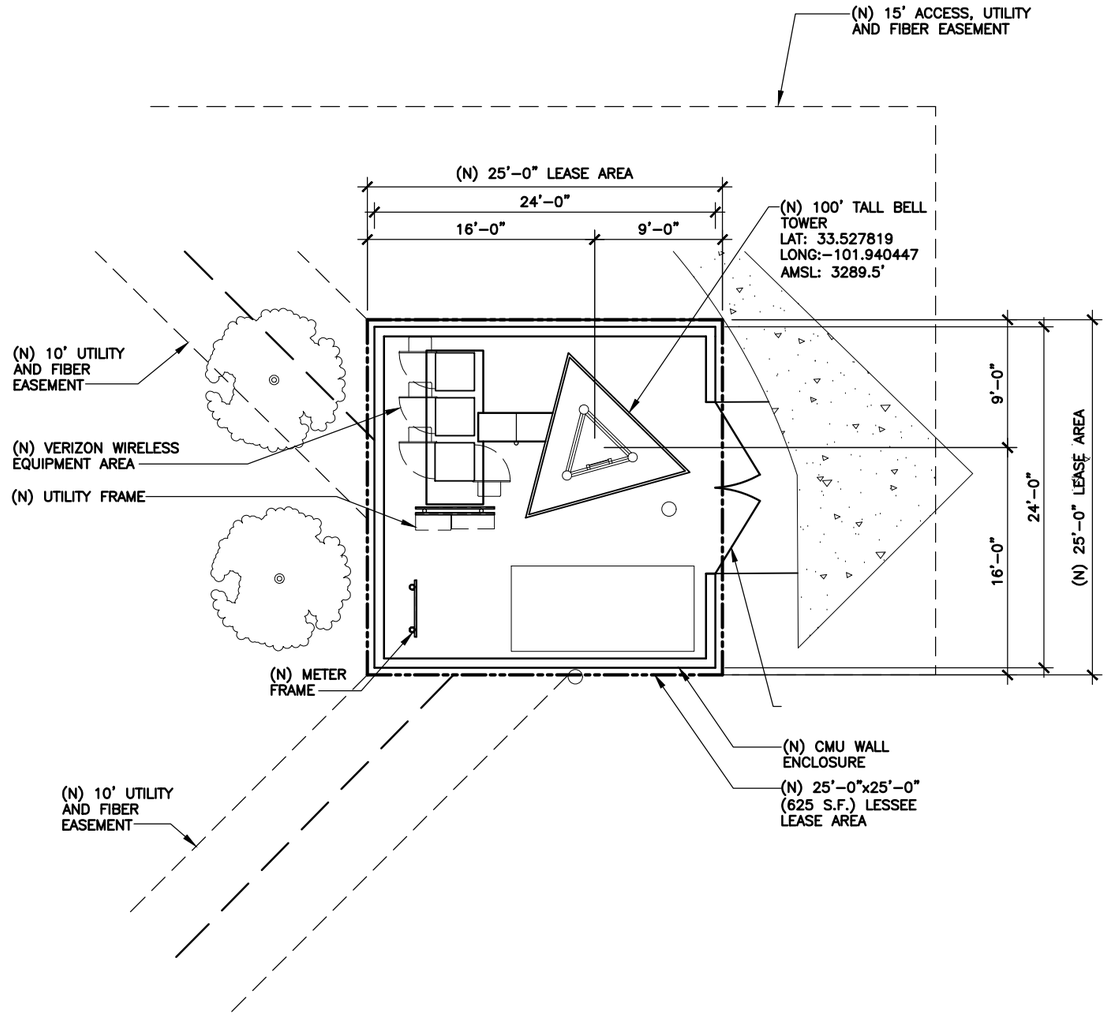
SHEET TITLE

SITE PLAN

SHEET HISTORY

10.25.22 CONCEPT SITE PLAN

A1-1



(N) = NEW LESSEE
(E) = EXISTING
(F) = FUTURE

1 DETAIL SITE PLAN

SCALE: 3/32" = 1'-0"

NORTH

THESE DRAWINGS ARE THE PROPERTY OF VERIZON WIRELESS. THEY ARE INTENDED FOR THE EXCLUSIVE USE OF THIS PROJECT ONLY. ANY RE-USE OF THESE PLANS (DRAWINGS) WITHOUT THE EXPRESS WRITTEN CONSENT OF VERIZON WIRELESS IS PROHIBITED

verizon

TXLU_FRANKFORD_REPL

5812 73RD STREET
LUBBOCK, LUBBOCK COUNTY, TEXAS 79423

(572782)

ARCHCOMM, LLC.
1006 Beckett
San Antonio, Texas 78213
(210) 308-9905
TBPE NO. F-15659

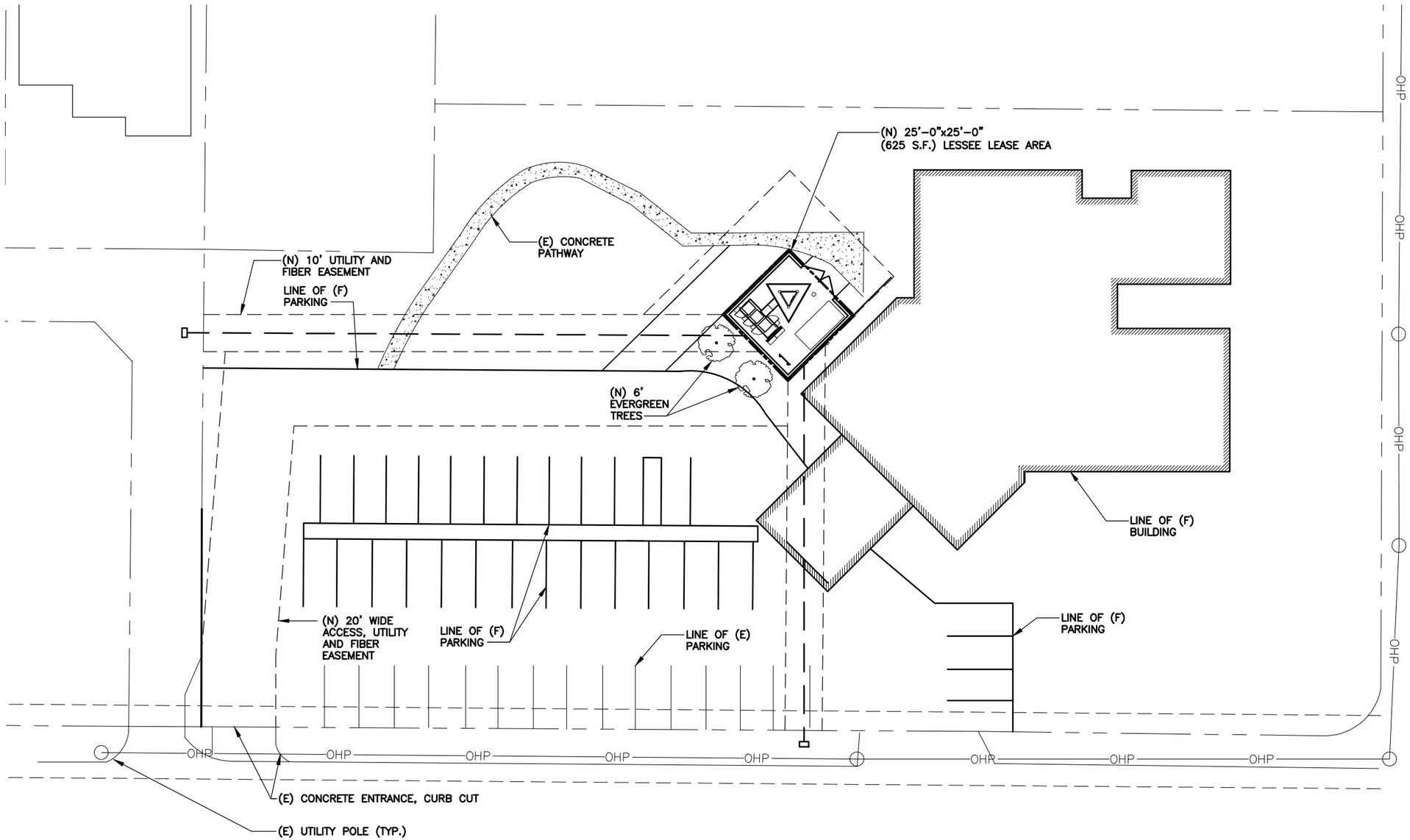
SHEET TITLE

DETAIL SITE PLAN

SHEET HISTORY

10.25.22 CONCEPT SITE PLAN

A1-2



(N) = NEW LESSEE
(E) = EXISTING
(F) = FUTURE

1 FUTURE DEVELOPMENT PLAN

SCALE: 1" = 30'-0"

NORTH

THESE DRAWINGS ARE THE PROPERTY OF VERIZON WIRELESS. THEY ARE INTENDED FOR THE EXCLUSIVE USE OF THIS PROJECT ONLY. ANY RE-USE OF THESE PLANS (DRAWINGS) WITHOUT THE EXPRESS WRITTEN CONSENT OF VERIZON WIRELESS IS PROHIBITED

verizon

TXLU_FRANKFORD_REPL

5812 73RD STREET
LUBBOCK, LUBBOCK COUNTY, TEXAS 79423

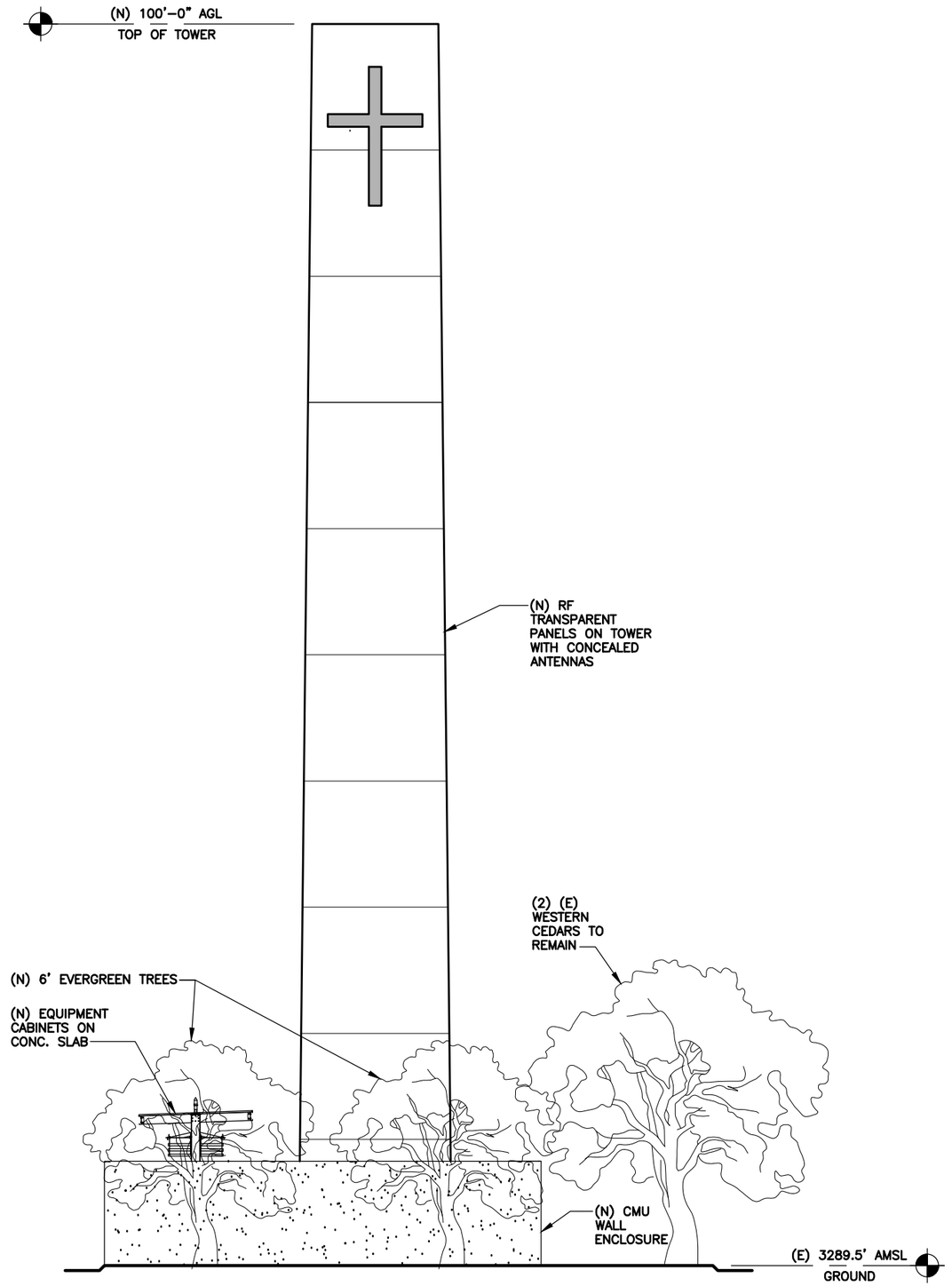
(572782)

ARCHCOMM, LLC.
1006 Beckett
San Antonio, Texas 78213
(210) 308-9905
TBPE NO. F-15659

SHEET TITLE
FUTURE DEVELOPMENT PLAN

SHEET HISTORY
10.25.22 CONCEPT SITE PLAN

A1-3



1 **SITE ELEVATION**
SCALE: N.T.S.

verizon

TXLU_FRANKFORD_REPL

5812 73RD STREET
LUBBOCK, LUBBOCK COUNTY, TEXAS 79423

(572782)

ARCHCOMM, LLC.
1006 Beckett
San Antonio, Texas 78213
(210) 308-9905
TBPE NO. F-15659

SHEET TITLE
WEST BUILDING ELEVATION

SHEET HISTORY
10.25.22 CONCEPT SITE PLAN

A2

THESE DRAWINGS ARE THE PROPERTY OF VERIZON WIRELESS. THEY ARE INTENDED FOR THE EXCLUSIVE USE OF THIS PROJECT ONLY. ANY RE-USE OF THESE PLANS (DRAWINGS) WITHOUT THE EXPRESS WRITTEN CONSENT OF VERIZON WIRELESS IS PROHIBITED

Ms. Kristen Sager AICP
Planning Director, Development Services
City of Lubbock Texas

DATE 10/11/2022

RE: Landowner Authorization letter, 5218 73rd Street Lubbock Tx 79424.

Ms. Sager.

As record owner (s) of the tract described in the above address & legal description, we hereby authorize Verizon Wireless and their agent, Vincent Gerard & Associates, to file all appropriate zoning applications, variances, Site Plans, demolition and building permits associated with the proposed new wireless communications facility at the address listed above. If required, they are to act as our representative with staff and at all public hearings specifically regarding this telecom site. If you have any questions, please feel free to call me.

William Patterson III
Signature

FURTHER, Affiant sayeth not.

William Patterson III (214) 334-8293
Print Name: & Contact information

SWORN TO AND SUBSCRIBED BEFORE ME this 17 day of October,
2022 by William Patterson III.

Zoey N Vargas
Notary Public, in and for the State of Texas

My commission expires:

Dec/03/2026

ZOEY N. VARGAS
Notary Public, State of Texas
Comm. Expires 06-03-2026
Notary ID 133794562

VINCENT GERARD & ASSOCIATES, INC.

Ms. Kristen Sager AICP
City of Lubbock Texas Planning Services

October 25, 2022

RE: Summary Letter – Verizon Wireless TXLU Frankford Replacement Site. 5812 73rd Street Lubbock Texas Shepherd of the Plains Lutheran Church Replacement Tower from City Water Tower SUP.

Ms. Sager,
Verizon Wireless has recently been notified by the Lubbock Engineering department that the existing site for Verizon, the City Water Tower on Genoa & 74th Street will be decommissioned in October 2023. We have searched multiple replacement options in the immediate area for a few years. We found this area to have zero existing vertical options available or other wireless sites that would function as a colocation of our antenna. Without any other choices, we approached the Lutheran Church for a "Stealth" design option. Within the Lubbock zoning code, church spires, cupolas and or bell towers do not have height limits. This area is almost all residential homesites without any commercial zoned tracts. It order to continue offering in home coverage & E911 services to these residents, we have no other valid options available but to design a Church cross on the Lutheran property. This will be a stealth structure and will comply with the Lubbock Code, height to residential structure setbacks. It will also be co-locatable for up to Two (2) other carriers and will benefit the congregation with a modest amount of income provided by Verizon Wireless.
Attached to this letter is the application for the Rezone, application exhibits and the materials required for a Wireless application based on the code. We respectfully request a review & approval of the church cross location and design.

Sincerely,

Vincent G. Huebinger


Similar Church Cross, McKinney Tx.

LAND PLANNING, DEVELOPMENT & ZONING CONSULTANTS
1715 SOUTH CAPITAL OF TEXAS HIGHWAY • SUITE 207 • AUSTIN, TEXAS 78746
VINCENTGERARD.COM • (512) 328-2693



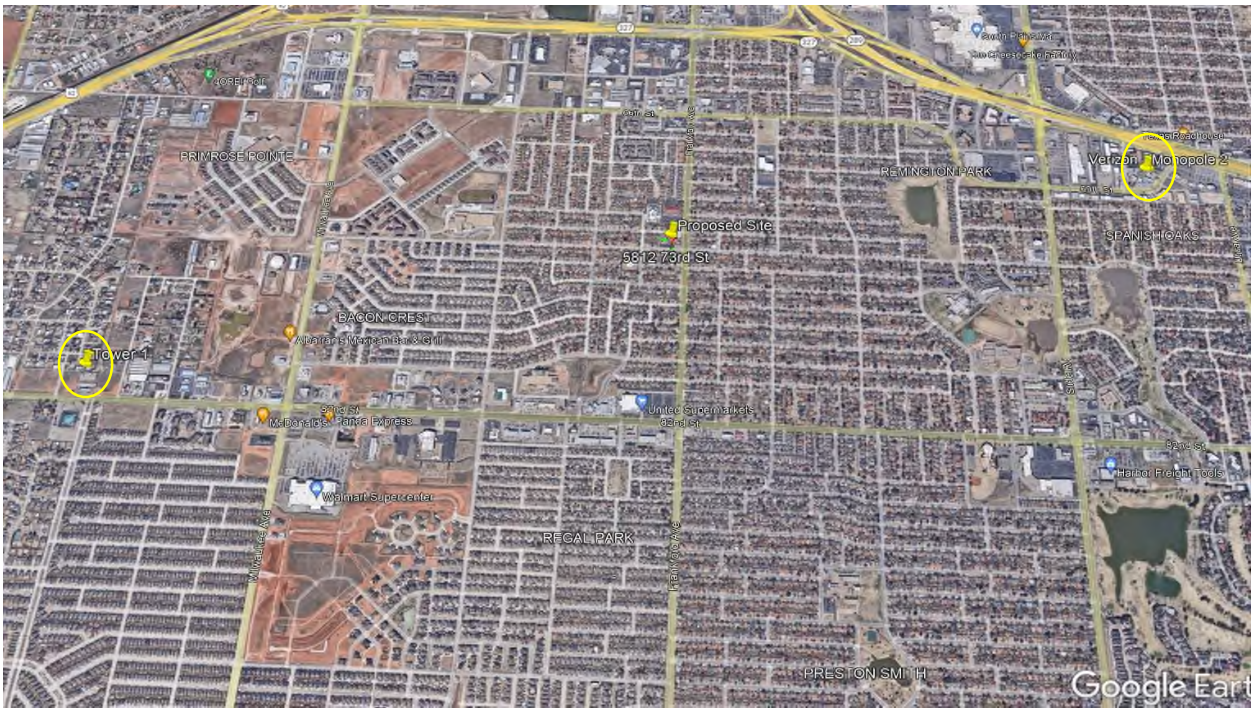
100’ setback ring from Residential



640’ from existing Site



Water Tower from Church Parking Lot



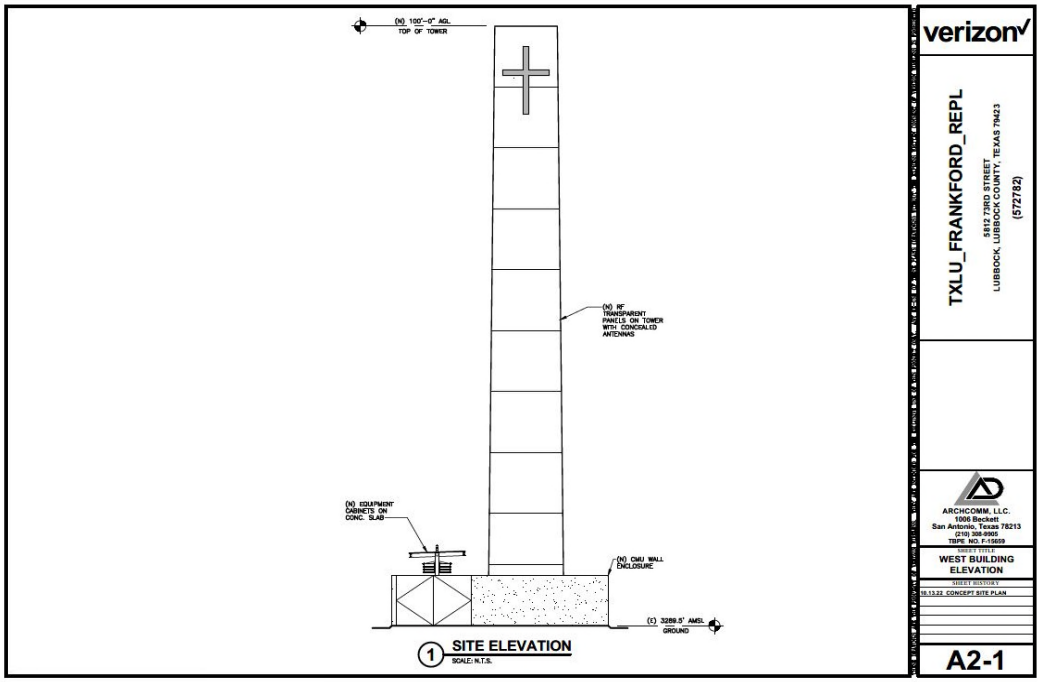
Closest Towers (2)



Tower West - Three Carriers-Includes Verizon



Tower NE – Includes Verizon



Proposed Design

Verizon Wireless Communication Facility

Engineering Necessity Case – TXLU_FRANKFORD_REPL

Prepared by Chia Chang

September 2022

verizon

Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

Project Need Overview

The primary objective for this project is to maintain service quality on the southwest side of downtown Lubbock and in the residential and commercial area along Hwy 62. This replacement site will provide coverage and capacity which will allow for greater throughput and reliability in the area.

Our engineering data shows that this area is trending toward data capacity limits. The existing sites, TXLU_WHITESIDE and TXLU_UPLAND need to have some of the area it covers moved onto another site to allow it to keep performing well. This replacement site, TXLU_FRANKFORD_REPL, does an good job of moving traffic onto a more localized site, better able to serve this area.

Additional details and explanations follow in this presentation.

Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

Introduction:

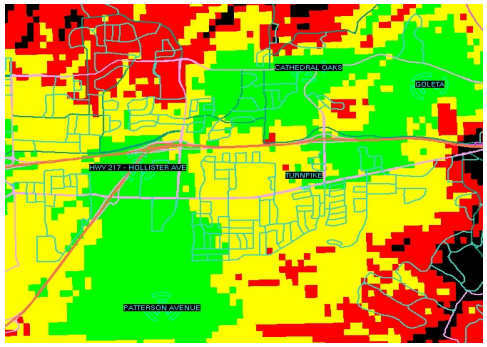
Coverage and/or capacity deficiencies are the two main drivers that prompt the need for a new wireless communications facility (WCF). Most WCF provide a mixture of both capacity and coverage for the benefit of the end user.

Coverage describes the existence or lack of wireless service in an area. The request for improved service often comes from our customers or emergency services personnel that have no service or poor service. Coverage used to refer to the ability to make or place a call in vehicles, however, as usage patterns have shifted, coverage is now determined based on whether or not sufficient WCF exist to provide a reliable signal inside of buildings and residential areas, as well. Historically, when wireless was still in its infancy, coverage was the primary means to measure the effectiveness of the network in a given area.

Capacity is the metric used to determine if sufficient wireless resources exist and is now the primary means to measure how a community's wireless needs are being addressed. "Five bars" no longer means guaranteed coverage and capacity because each WCF has a limited amount of resources to handle voice calls, data connections and data volume. When these limits are reached and the WCF becomes overloaded (meaning there is more demand than signal to service it), the user experience quickly degrades preventing customers from making/receiving calls or getting applications to run. A WCF short on capacity could also make internet connections time out or delay information to emergency response personnel

Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

Explanation of Wireless Coverage



Coverage is best shown via coverage maps. RF engineers use tools that take into account terrain, vegetation, building types, and WCF specifics to model the existing coverage and prediction what we expect to see with the addition of a proposed WCF.

verizon

Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

Explanation of Wireless Capacity



Capacity is the amount of resources that a WCF has to service customer demand. Verizon utilizes sophisticated programs and customer feedback to monitor current usage trends and to forecast future needs. Because it takes an average of 2-3 years to complete a WCF, we have to start the process of adding a new WCF several years in advance of when the WCF will be needed.

Location, Location, Location. A good capacity WCF needs to be in the center of a user population which insures that traffic is evenly distributed around the WCF. A typical WCF is configured into three sectors (like a pie cut into three pieces), with each slice (sector) having 33% of the WCF resources. If one sector is under-utilized, it's resources can not necessarily be diverted to another sector. Therefore, optimal performance is only obtained when all three sectors have an even traffic distribution.

Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

Wireless Data Growth

Each year Verizon sees large increases in how much data its customers need. As the resolution of the pictures we send increases, the quality of the video we watch improves and the complexity of the applications grow, we commonly see tremendous growth year-over-year

Machine to Machine communications will also increase the data burden on wireless networks, as over the next five (5) years more and more services that improve our safety and make our lives easier will be available over the wireless infrastructure , such as:

- Cars that notify 911 when an airbag deploys.
- “Driverless” cars needing traffic data and maps to reach your destination as quickly as possible.
- Medical monitors that will alert us should a loved one neglect taking their prescription drugs.
- Home alarms that notify you when your child arrives home from school.
- Smart street lights that notify the city when they are not working.
- City garbage cans that let people know when they need to be emptied.
- Tracking watches will aid in finding lost Alzheimer patients.

Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

Radio Emission Safety

A common question received is “Are the radio emissions safe?”

Verizon goes to great effort to ensure that all of its projects meet the standards established by the FCC to ensure safety of the public and its employees. The links below are to three reputable organizations that have performed extensive reviews of the science available on this subject and have good educational articles on the results of their research.

World Health Organization
http://www.who.int/peh-emf/about/WhatisEMF/en/index1.html

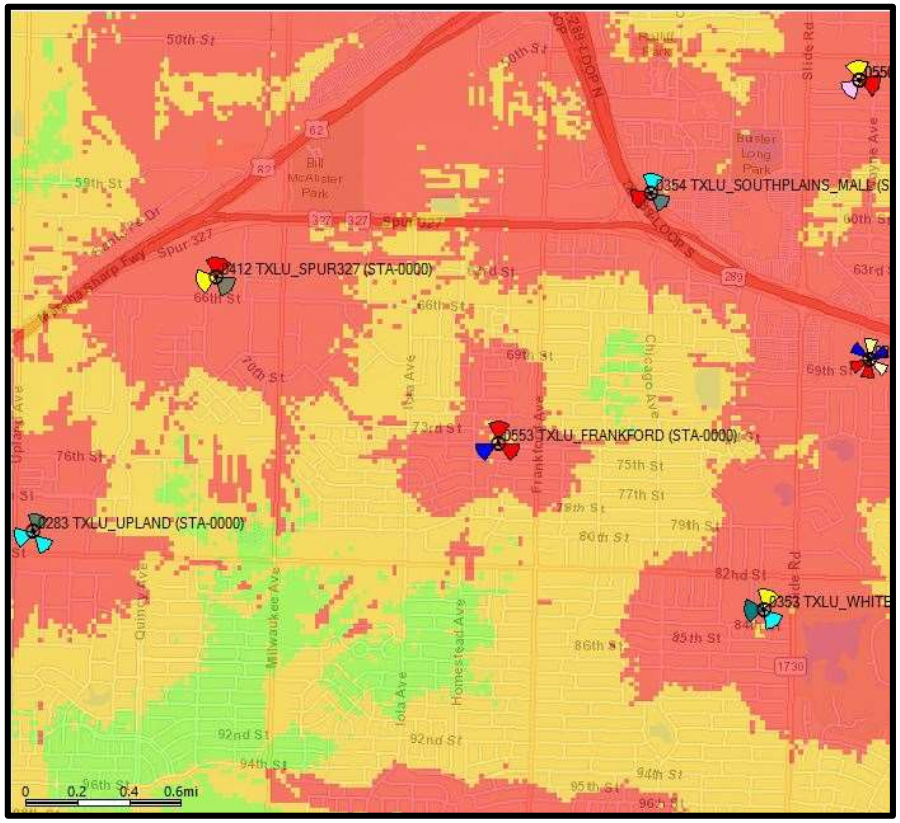
American Cancer Society
https://www.cancer.org/cancer/cancer-causes/radiation-exposure/cellular-phone-towers.html

FCC Radio Frequency Safety
https://www.fcc.gov/general/radio-frequency-safety-0

Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

Current Coverage

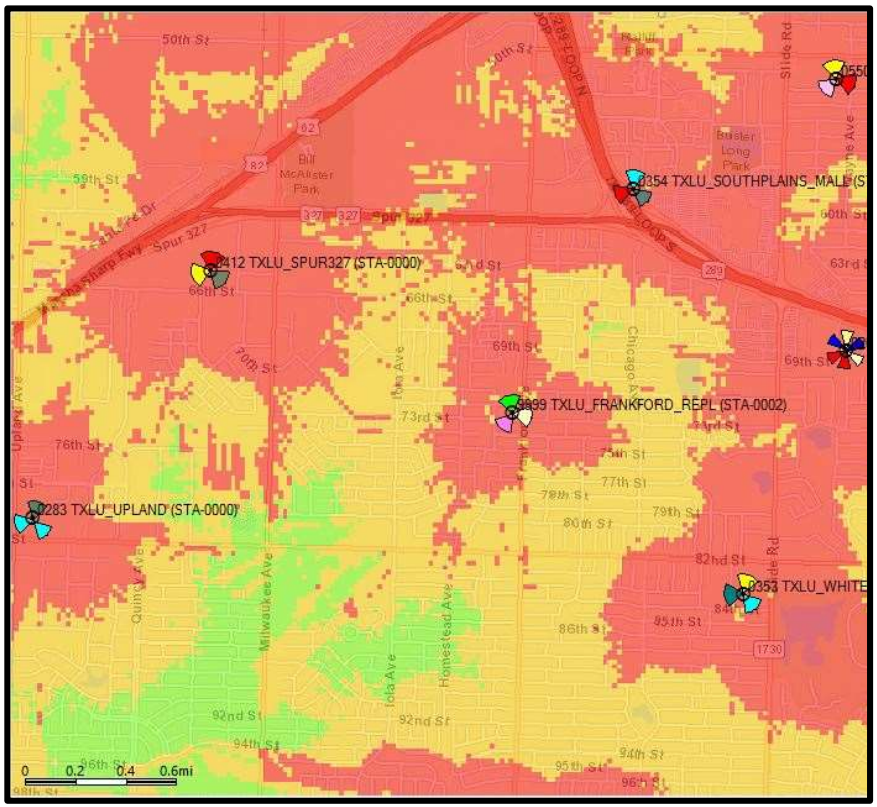
Current coverage near the existing TXLU_FRANKFORD site



Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

Proposed Coverage

Coverage near the replacement TXLU_FRANKFORD_REPL site

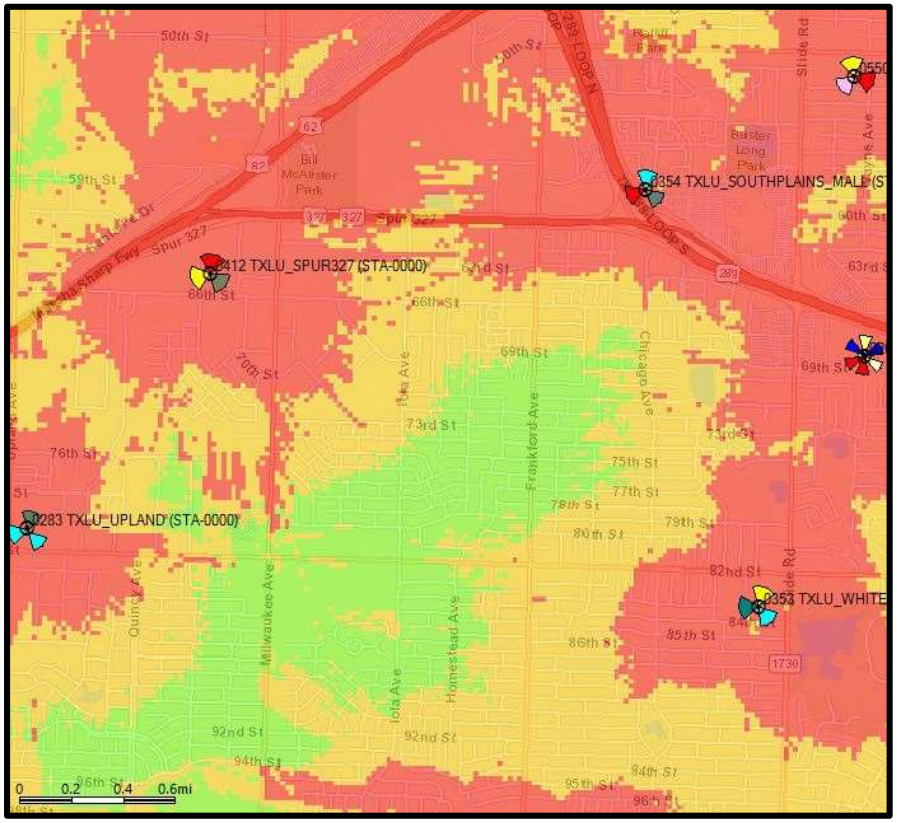


verizon

Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

Coverage Loss

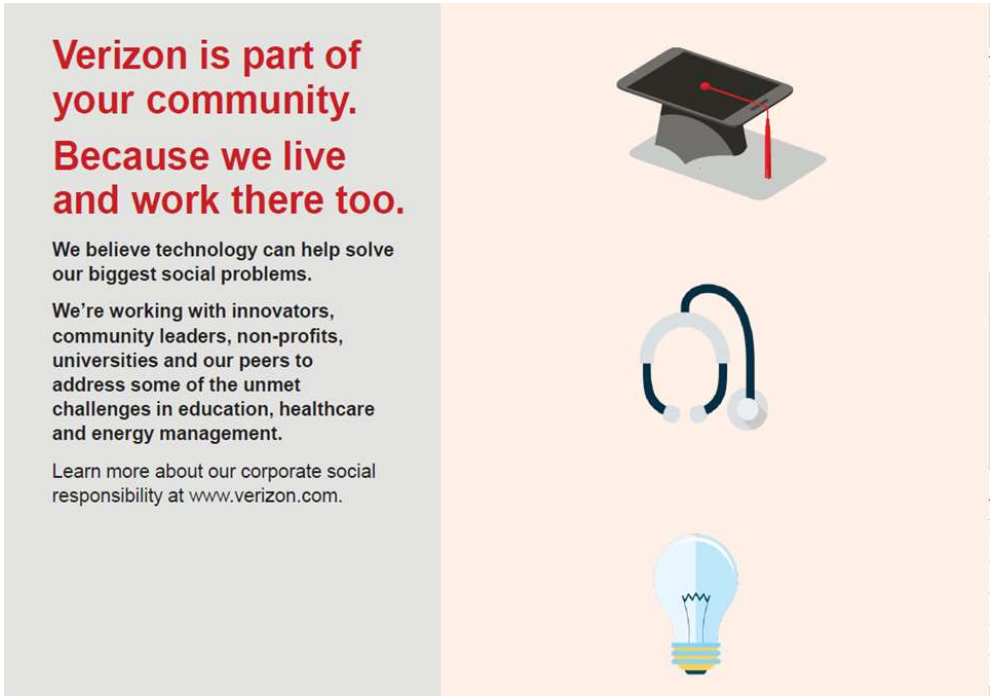
Coverage without existing TXLU_FRANKFORD site



verizon

Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

Verizon Wireless



Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.



5804 Tri County Parkway
Schertz, TX 78154

To Whom it may concern:

I, Tim Caletka (Principal Const. Engineer-Verizon Wireless) hereby authorize Vincent Gerard &Associates to file and pull all appropriate documents, permits and applications with respect to Verizon permits on our projects. Vincent Gerard & Associates is an authorized agent for Verizon Wireless.

Thank You,

Tim Caletka –Sr. Construction Engineer

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.:** ***2068-A***

In Favor ____

Opposed X

Reasons and/or Comments:

Print Name Ivan L. Fisher

Signature: Ivan L. Fisher

Address: 5728 73rd St. Lubbock, TX 79424

Address of Property Owned: 5728 73rd St, Lubbock, TX 79424

Phone Number: 806-698-1144

Email: aefisher@hotmail.com.

Zone Case Number: **2068-A** R89995
FISHER IVAN L & OPAL E
5728 73RD ST
LUBBOCK TX 79424-1828

Recipient 4 of 39

RECEIVED
NOV 28 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.:** ***2068-A***

In Favor X

Opposed ___

Reasons and/or Comments:

Print Name Paul & Denise Blake

Signature: Pamela Blake

Address: 5805 73rd St.

Address of Property Owned: 5805 73rd St.

Phone Number: 806-786-4957

Email: pablake59@gmail.com

Zone Case Number: **2068-A** R76190 Recipient 15 of 39

BLAKE PAUL W & PAMELA D
5805 73RD ST
LUBBOCK TX 79424-1921

RECEIVED
NOV 28 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.:** ***2068-A***

In Favor ___

Opposed X

Reasons and/or Comments:

We do not want an unsightly building and cell tower directly across the street from our house. The vacant lot is our view from the dining room windows.

Print Name Carolyn Maples Shirley Smith

Signature: Carolyn Maples Shirley Smith

Address: 5812 - 72ND ST LBB 79424

Address of Property Owned: 5812 - 72ND ST LBB 79424

Phone Number: ___

Email: cjwolf3@att.net

Zone Case Number: **2068-A** R71332
MAPLES, CAROLYN & SHIRLEY SMITH
5812 72ND ST
LUBBOCK TX 79424

Recipient 32 of 39

RECEIVED
NOV 28 2022
BY: ___

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2022-O0181, for Zone Case 3473, a request of CMS Properties for Denim Sky Capital, LTD and Terra Firma Acquisitions, LLC, for a zone change from Transition District (T) to General Retail District (C-3), at 9802, 9902 and 9908 Milwaukee Avenue, 6511 98th Street and 6514 100th Street, located south of 98th Street and west of Milwaukee Avenue on 6.549 acres of unplatted land out of Block AK, Section 22.

Item Summary

On December 13, 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 December 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance - 3473
Staff Report - 3473
Documentation - 3473

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. 3473; A ZONING CHANGE FROM T TO C-3 ZONING DISTRICT AT 9802, 9902 AND 9908 MILWAUKEE AVENUE, 6511 98TH STREET AND 6514 100TH STREET, LOCATED SOUTH OF 98TH STREET AND WEST OF MILWAUKEE AVENUE ON 6.549 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 22, 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. 3473

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-3** zoning district at **9802, 9902 and 9908 Milwaukee Avenue, 6511 98th Street and 6514 100th Street, located south of 98th Street and west of Milwaukee Avenue on 6.549 acres of unplatted land out of Block AK, Section 22,** 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

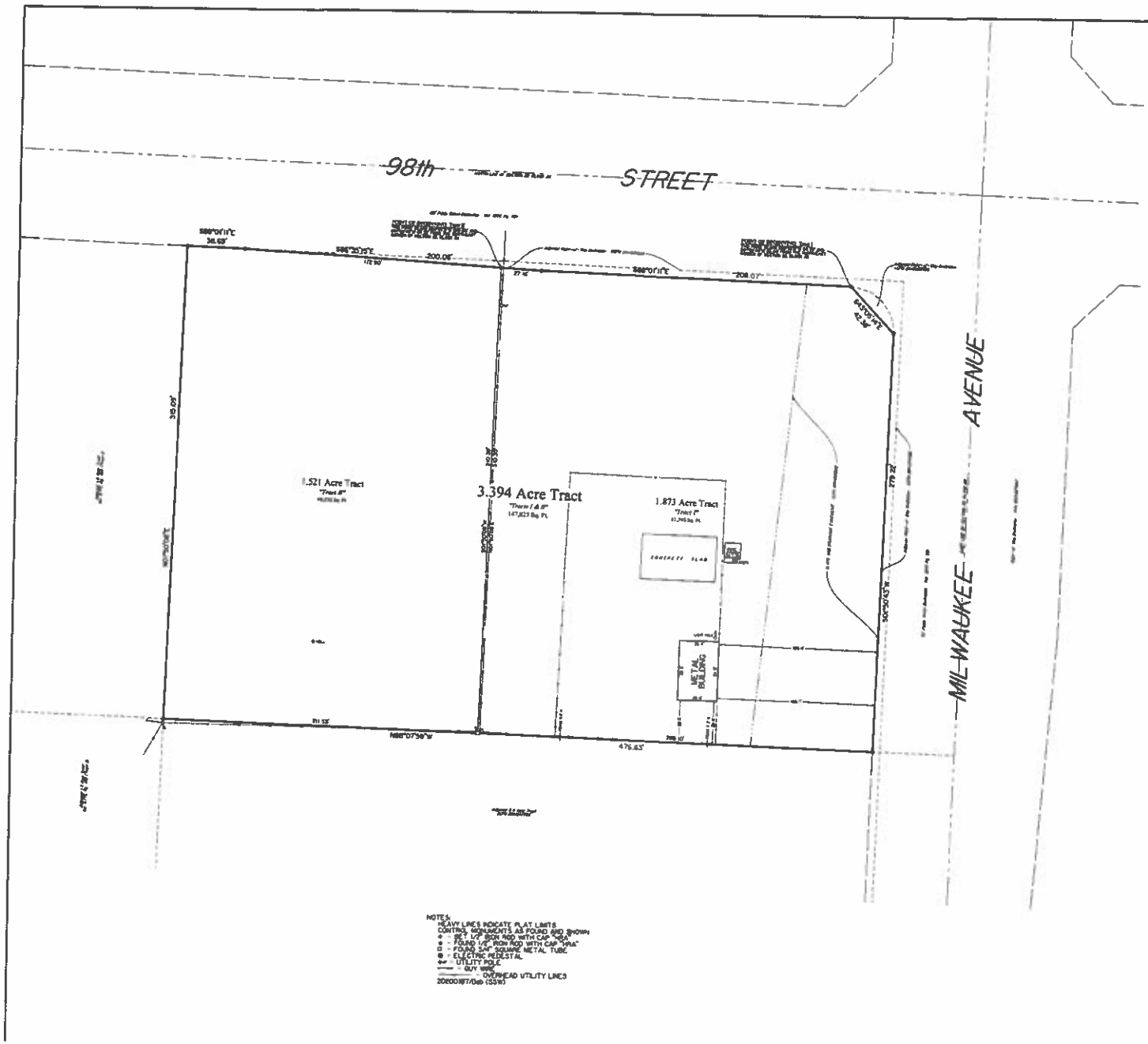
APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3473
December 1, 2022



NOTES:
HEAVY LINES INDICATE PLAT LIMITS
CONTROL MONUMENTS AS FOUND AND SHOWN
● - SET 1/2" IRON ROD WITH CAP "HRA"
○ - FOUND 1/2" IRON ROD WITH CAP "HRA"
□ - FOUND 3/4" SQUARE METAL TUBE
⊕ - ELECTRIC PEDESTAL
⊕ - UTILITY POLE
—— GUY WIRE
———— OVERHEAD UTILITY LINES
20020 INFT/Dob (SSW)

PERIMETER AND IMPROVEMENT SURVEY OF A
1.873 ACRE TRACT AND A 1.521 ACRE TRACT LOCATED IN

SECTION 22, BLOCK AK

H. E. & W. T. RAILROAD Co. SURVEY
LUBBOCK COUNTY, TEXAS

"Tract I"
METES AND BOUNDS DESCRIPTION of a 1.873 acre tract, located in the Northeast Quarter of Section 22, Block AK, H. E. & W. T. Railroad Company Survey, Lubbock County, Texas, being that same tract described under County Clerk File No. 2019028236 (Tract I, Save and Except that portion thereof dedicated for street right-of-way described in Volume 1237, Page 331 of the Deed Records of Lubbock County, Texas, and under County Clerk Files No. 2011021180 and 2016032795 of the Official Public Records of Lubbock County, Texas) of the Official Public Records of Lubbock County, Texas, and being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HRA" set in the South right-of-way line of 98th Street as described under County Clerk File No. 2011021183 of the Official Public Records of Lubbock County, Texas and the West right-of-way line of Milwaukee Avenue as described under County Clerk File No. 2018032735 of the Official Public Records of Lubbock County, Texas, for the most Northerly Northeast corner of this tract, which bears N. 88°01'11" W. a distance of 84.70 feet and S. 01°59'49" W. a distance of 65.00 feet from the Northeast corner of Section 22, Block AK, H. E. & W. T. Railroad Company Survey, Lubbock County, Texas;

THENCE S. 43°58'14" E., along said West right-of-way line, a distance of 42.36 feet to a 1/2" iron rod with cap marked "HRA" set in the West right-of-way line of Milwaukee Avenue as described under County Clerk File No. 2011021183 of the Official Public Records of Lubbock County, Texas, for the most Easterly Northeast corner of this tract;

THENCE S. 01°59'47" W., along said West right-of-way line, a distance of 279.22 feet to a 1/2" iron rod with cap marked "HRA" set in the Northern boundary of a 3.9 acre tract described under County Clerk File No. 2011017786 of the Official Public Records of Lubbock County, Texas, for the Southeast corner of this tract;

THENCE N. 88°07'59" W., along the Northern boundary of said 3.9 acre tract, a distance of 265.10 feet to a 3/4" square metal tube found at the Southeast corner of a 1.0 acre tract (Tract II) described under County Clerk File No. 2019028236 of the Official Public Records of Lubbock County, Texas and the Southwest corner of this tract;

THENCE N. 01°59'05" E., along the Eastern boundary of said 1.0 acre tract, a distance of 350.35 feet to a 1/2" iron rod with cap marked "HRA" set in said South right-of-way line, for the Northwest corner of this tract;

THENCE S. 88°07'19" E., along said South right-of-way line, a distance of 279.16 feet to a 1/2" iron rod with cap marked "HRA" set for a point of intersection;

THENCE S. 88°01'11" E., continuing along said South right-of-way line, a distance of 208.07 feet to the Point of Beginning;

Contains 81,595 square feet.

"Tract II"
METES AND BOUNDS DESCRIPTION of a 1.521 acre tract, located in the Northeast Quarter of Section 22, Block AK, H. E. & W. T. Railroad Company Survey, Lubbock County, Texas, being that same tract described under County Clerk File No. 2019028236 of the Official Public Records of Lubbock County, Texas (Tract II, Save and Except that portion thereof dedicated for street right-of-way described under County Clerk File No. 2011021183 of the Official Public Records of Lubbock County, Texas), and being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HRA" in the South right-of-way line of 98th Street as described under County Clerk File No. 2011021183 of the Official Public Records of Lubbock County, Texas, in the Western boundary of a 3.9 acre tract (Tract I) described under County Clerk File No. 2019028236 of the Official Public Records of Lubbock County, Texas for the Northeast corner of this tract, which bears N. 88°09'11" W. a distance of 330.80 feet and S. 01°59'49" W. a distance of 64.32 feet from the Northeast corner of Section 22, Block AK, H. E. & W. T. Railroad Company Survey, Lubbock County, Texas;

THENCE S. 01°59'05" W., along the Western boundary of said 3.9 acre tract, a distance of 350.35 feet to a 3/4" square metal tube found in the Northern boundary of a 3.9 acre tract described under County Clerk File No. 2011017786 of the Official Public Records of Lubbock County, Texas, at the Southwest corner of said 3.9 acre tract and the Southeast corner of this tract;

THENCE N. 88°07'59" W., along the Northern boundary of said 3.9 acre tract, a distance of 211.53 feet to a 1/2" iron rod with cap marked "HRA" found at the Southeast corner of a 1.0 acre tract described in Volume 6711, Page 360 (Tract I) of the Real Property Records of Lubbock County, Texas and the Southwest corner of this tract;

THENCE N. 01°59'05" E., along the Eastern boundary of said 1.0 acre tract, a distance of 315.09 feet to a 1/2" iron rod with cap marked "HRA" found in said South right-of-way line, for the Northwest corner of this tract;

THENCE S. 88°01'11" E., along said South right-of-way line, a distance of 30.60 feet to a 1/2" iron rod with cap marked "HRA" found at a point of intersection;

THENCE S. 88°07'19" E., continuing along said South right-of-way line, a distance of 172.90 feet to the Point of Beginning;

Contains 66,232 square feet.

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0). Distances are Surface. U.S. Survey Feet.

CERTIFICATION TO: Service Title Company
FOR: CPP 20866-Town Home Acquisitions, LLC ONLY

I, Brent Carroll, Texas Registered Professional Land Surveyor No. 5418, do hereby certify that this survey was made on the ground. A determination as to whether this property lies within a special flood hazard area was not made for this survey.
February 17, 2020

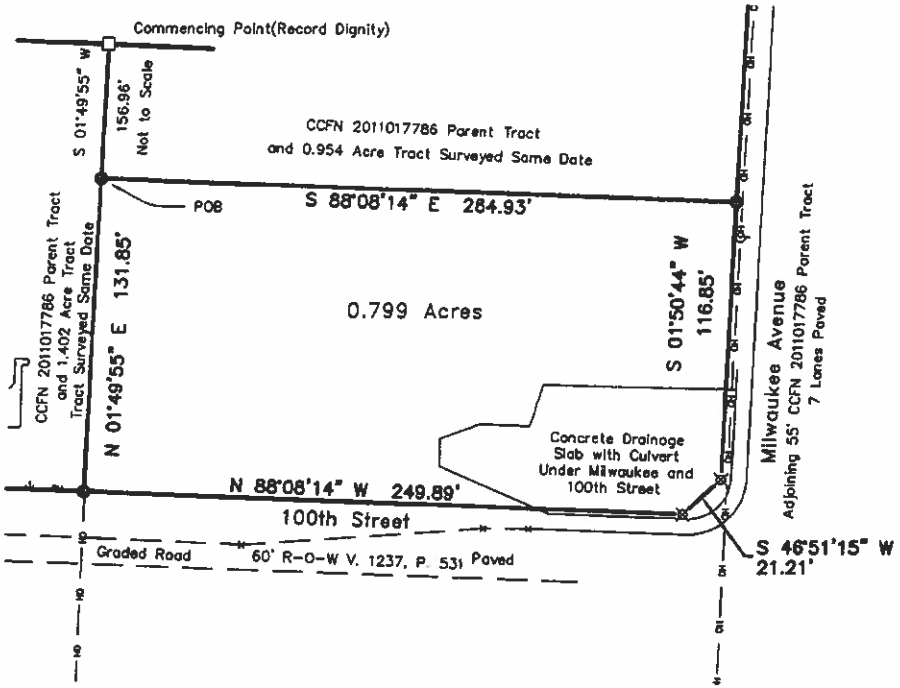
Brent Carroll
Registered Professional Land Surveyor
No. 5418 State of Texas
email: bcarroll@hugoreed.com

WARNING:
This plat is invalid unless it bears an original signature across an embossed seal.

HUGO REED AND ASSOCIATES, INC.

Plat and Field Notes on a

0.799 Acre Tract out of Section 22, Block AK, Lubbock County, Texas



Legend

- Fd. Square Pipe
- Set 1/2" Rod With Green Cap
- Fd. 1/2" Iron Rod with Yellow Cap
- Set "X" in Concrete
- Power Pole
- OH — Overhead Power Line

Scale: 1"=50'

Surveyed For: CMS Properties

FIELD NOTES on a 0.799 acre tract out of Section 22, Block AK, Lubbock County, Texas and also out of the 3.893 acre tract described in Lubbock County Clerk File Number (CCFN) 2011017786 and further described as follows:

COMMENCING at a found 3/4" square pipe in the North line of the 3.893 acre tract for the Northwest corner of this tract, which by deed calls bears S 01° 50' 43" W, 374.04 feet and N 88° 07' 59" W, 320.1 feet from the Northeast corner of Section 22;

THENCE S 01° 49' 55" W (Texas North Central Zone Bearing Basis), 156.96 feet to a set 1/2" iron rod with green cap marked RPLS 4460 for the Southwest corner of a 0.954 acre tract surveyed the same date and the Northwest and BEGINNING corner of this tract;

THENCE S 88°08'14" E, with the South line of the 0.954 acre tract, 264.93 feet to a set 1/2" iron rod with green cap in the West proposed Right of Way line of Milwaukee Avenue for the Northeast corner of this tract;

THENCE S 01°50'44" W with the said proposed Right of Way line, 116.85 feet to a cut "X" in concrete for the most Easterly Southeast corner of this tract;

THENCE S 46° 51' 15" W, 21.21 feet to a cut "X" in concrete for the most Southerly Southeast corner of this tract;

THENCE N 88°08' 14" W, with the North line of 100th Street, 249.89 feet to a set 1/2" iron rod with green cap for the Southwest corner of this tract;

THENCE N 01°49' 55" E, with the East line of a 1.402 acre tract surveyed the same date, 131.85 feet to the PLACE of BEGINNING and containing 0.799 acres.

Surveyor's Report

This Plat is based on a survey made on the ground April 11, 2022.

Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Documents.

No Substantial Discrepancies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.

This plat was prepared without the benefit of a Title Commitment. Easements and/or Restrictions other than those shown may apply.

Bearings are based on the Texas North Central Zone Coordinate System, NAD 83.

STATE OF TEXAS REGISTERED J.M. CIESZINSKI 4460 PROFESSIONAL LAND SURVEYOR

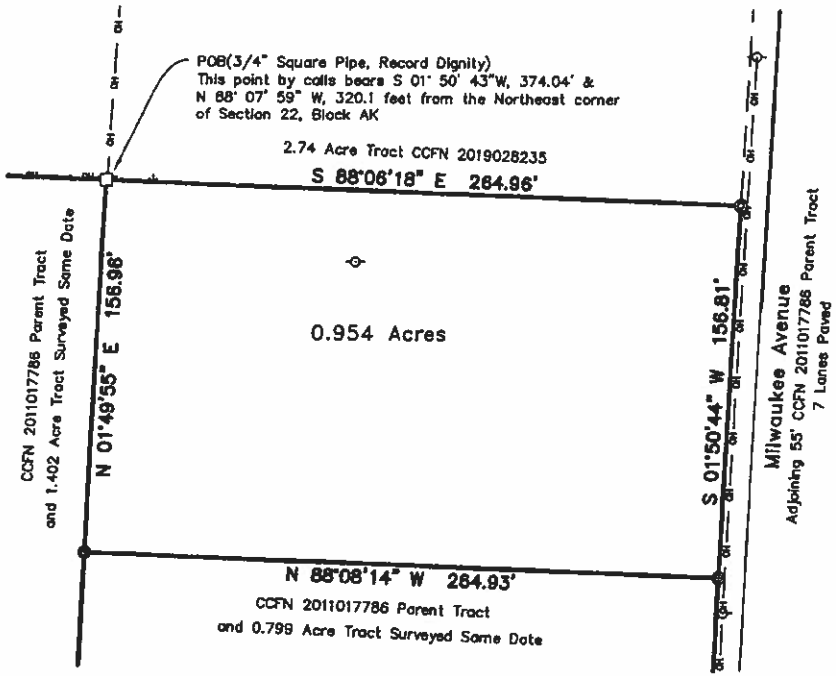
J.M. CIESZINSKI, RPLS # 4460
April 18, 2022

This plat was prepared in substantial compliance with the requirements for a Category 1A, Condition II, Land Title Survey, as specified by the Texas Society of Professional Land Surveyors.

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
Count on It 806-745-7670
TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

Plat and Field Notes on a

0.954 Acre Tract out of Section 22, Block AK, Lubbock County, Texas



Legend

- Fd. Square Pipe
- Set 1/2" Rod With Green Cap
- Fd. 1/2" Iron Rod with Yellow Cap
- Power Pole
- OH — Overhead Power Line

Scale: 1"=50'

Surveyed For: CMS Properties

FIELD NOTES on a 0.954 acre tract out of Section 22, Block AK, Lubbock County, Texas and also out of the 3.893 acre tract described in Lubbock County Clerk File Number (CCFN) 2011017786 and further described as follows:

BEGINNING at a found 3/4" square pipe in the North line of the 3.893 acre tract for the Northwest corner of this tract, which by deed calls bears S 01° 50' 43" W, 374.04 feet and N 88° 07' 59" W, 320.1 feet from the Northeast corner of Section 22;

THENCE S 88°06'18" E(Texas North Central Zone Bearing Basis), with the North line of the 3.893 acre tract, 264.96 feet to a found 1/2" iron rod with yellow cap in the West proposed Right of Way line of Milwaukee Avenue for the Northeast corner of this tract;

THENCE S 01°50'44" W with the said proposed Right of Way line, 156.81 feet to a set 1/2" iron rod with green cap marked RPLS 4460 for the Southeast corner of this tract;

THENCE N 88°08' 14" W, with the North line of a 0.799 acre tract also surveyed the same date, 264.93 feet to a set 1/2" iron rod with green cap for the Southwest corner of this tract;

THENCE N 01°49' 55" E, with the East line of a 1.402 acre tract surveyed the same date, 156.96 feet to the PLACE of BEGINNING and containing 0.954 acres.

STATE OF TEXAS
REGISTERED
J.M. CIESZINSKI
4460
PROFESSIONAL
LAND SURVEYOR

Surveyor's Report

This Plat is based on a survey made on the ground April 11, 2022.

Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Documents.

No Substantial Discrepancies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.

This plat was prepared without the benefit of a Title Commitment. Easements and/or Restrictions other than those shown may apply.

Bearings are based on the Texas North Central Zone Coordinate System. NAD 83.

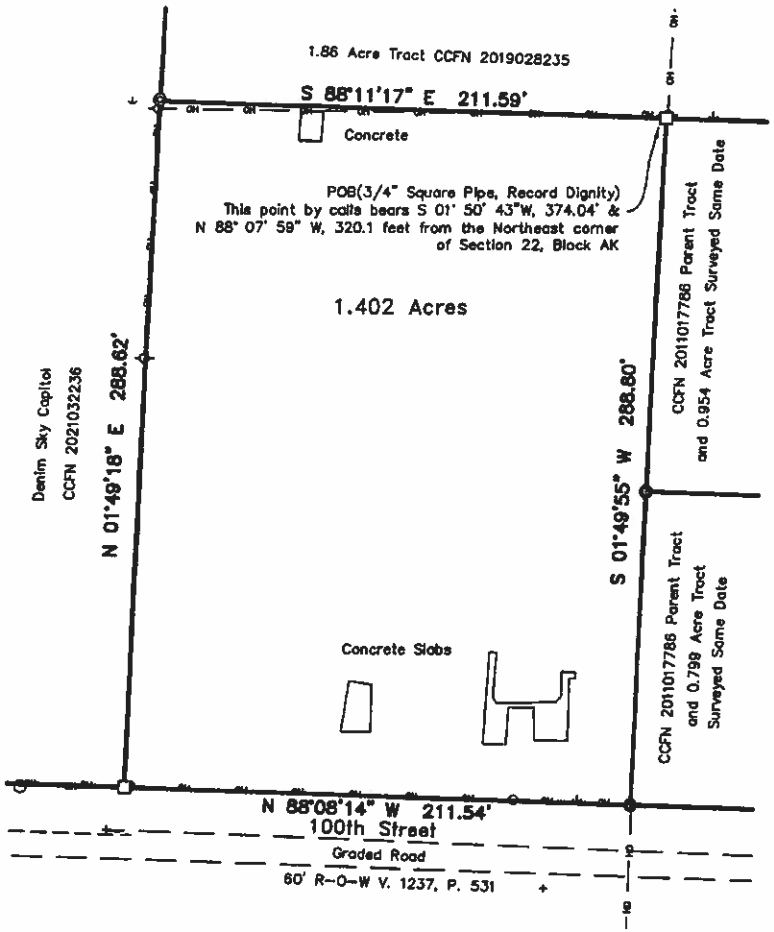
J.M. CIESZINSKI, RPLS # 4460
April 18, 2022

This plat was prepared in substantial compliance with the requirements for a Category 1A, Condition II, Land Title Survey, as specified by the Texas Society of Professional Land Surveyors.

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
Count on it
806-745-7870
TEXAS SURVEYING FIRM NO. 101163-00
TEXAS ENGINEERING FIRM NO. 4368

Plat and Field Notes on a

1.402 Acre Tract out of Section 22, Block AK, Lubbock County, Texas



Scale: 1"=50'

Surveyed For: CMS Properties

FIELD NOTES on a 1.402 acre tract out of Section 22, Block AK, Lubbock County, Texas and also out of the 3.893 acre tract described in Lubbock County Clerk File Number (CCFN) 2011017786 and further described as follows:

BEGINNING at a found 3/4" square pipe in the North line of the 3.893 acre tract for the Northwest corner of this tract, which by deed calls bears S 01° 50' 43" W, 374.04 feet and N 88° 07' 59" W, 320.1 feet from the Northeast corner of Section 22;

THENCE S 01°49' 55" W (Texas North Central Zone Bearing Basis), with the West line of a 0.954 acre tract and a 0.799 acre tract, both surveyed the same date, 288.80 feet to a set 1/2" iron rod with green cap marked RPLS 4460 for the Southeast corner of this tract;

THENCE N 88°08'14" W, with the North line of 100th Street, 211.54 feet to a found 3/4" square pipe for the Southwest corner of this tract;

THENCE N 01°49'18" E, with the West line of the 3.893 acre tract, 288.62 feet to a found 1/2" iron rod with yellow cap for the Northwest corner of this tract;

THENCE S 88°11' 17" E, with the North line of the 3.893 acre tract, 211.59 feet to the PLACE of BEGINNING and containing 1.402 acres.

Legend

- Fd. Square Pipe
- Set 1/2" Rod With Green Cap
- Fd. 1/2" Iron Rod with Yellow Cap
- Power Pole
- OH — Overhead Power Line

STATE OF TEXAS REGISTERED J.M. CIESZINSKI 4460 PROFESSIONAL LAND SURVEYOR

J.M. CIESZINSKI, RPLS # 4460
April 18, 2022

This plat was prepared in substantial compliance with the requirements for a Category 1A, Condition II, Land Title Survey, as specified by the Texas Society of Professional Land Surveyors.

Surveyor's Report

This Plat is based on a survey made on the ground April 11, 2022.

Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Documents.

All found monuments are physical monuments of record dignity.

No Substantial Discrepancies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.

This plat was prepared without the benefit of a Title Commitment. Easements and/or Restrictions other than those shown may apply.

Bearings are based on the Texas North Central Zone Coordinate System, NAD 83.

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
Count on It
806-745-7670
TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4388

S:\COORDINATES\SECTIONBLOCK\Block AK\Section 22\Sec 22 Block AK Tax Tract 6.dwg, 4/18/2022 3:09:25 PM, SHARP MX-2300N PCL61 1x17.pc3

Planning Department
City of Lubbock

Staff Report	Zone Case 3473
City Council Meeting	December 13, 2022

Applicant CMS Properties

Property Owner Denim Sky Capital, LTD & Terra Firma Acquisitions, LLC

Council District 5

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- December 13, 1984, Ordinance No. 8688: The subject property was annexed into the City of Lubbock and zoned Transition District (T).
- July 20, 1995, Case E-1714: The subject property was granted a special exception to allow a mobile home in a residential district subject to a one year review by the Zoning Board of Adjustment.
- August 15, 1996, Case E-1714: The subject property was granted a special exception to allow a mobile home in a residential district subject to a five year review by the Zoning Board of Adjustment.
- December 1, 2022, Zone Case 3473: The Planning and Zoning Commission recommended approval of a zone change from T to General Retail District (C-3) by a vote of 6-0-0.

Notification Summary

- Notifications Sent: 8
- Received In Favor: 3
- Received In Opposition: 0

Site Conditions and History

The property is unplatted and vacant. Three mobile homes were removed sometime between 2002 and 2003 at 6514 100th Street. 9902 Milwaukee Avenue had a home removed between 2011 and 2013 and 9802 Milwaukee Avenue had a structure removed between 2018 and 2021.

Adjacent Property Development

The surrounding properties are zoned Transition District (T) and General Retail District (C-3). The surrounding properties are developed with single family homes and vacant lots.

Zoning Request and Analysis

Item Summary

The subject properties are 9802, 9902, and 9908 Milwaukee Avenue, 6511 98th Street and 6514 100th Street, located south of 98th Street and west of Milwaukee Avenue. The applicant is requesting a zone change from Transition District (T) to General Retail District (C-3).

Current zoning: **Transition District (T)**

Requested zoning: **General Retail District (C-3)**

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 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."

Traffic Network/Infrastructure Impacts
The location is along Milwaukee Avenue and 98th Street, which are designated as Principal Arterials, and 100th Street which is designated as a Local Street. Arterials are major thoroughfares designed to carry large quantities of traffic at relatively high speeds. Local Streets typically provide access to smaller, destination oriented areas, such as neighborhoods, subdivisions or local business districts, and carry traffic to and from the main transportation system.

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" land uses. This request does conform to this designation, and is appropriate along a major thoroughfare. The request of C-3 at the intersection of two arterials conforms to the Comprehensive Plan's concept of a retail node (Lubbock 2040 pg. 60). Therefore, this request is in complete conformance with 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 major thoroughfare and is compatible next to adjacent land uses.

Suitability of Property for Allowed Uses
The property is suitable for the proposed zone change, though additional improvements may 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 Replies

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3473

Allowable Uses: General Retail District (C-3)

Transportation: The proposed development has a point of access from Milwaukee Avenue, 98th Street, and 100th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Milwaukee Avenue, Principal Arterial, Partial	R.O.W. 88 feet, 7 lane, undivided, paved.	R.O.W. 88 feet, 7 lanes, undivided, paved
98th Street, Principal Arterial, Future	R.O.W. 45 feet, 2 lanes, undivided, paved	R.O.W. 88 feet, 7 lanes, undivided, paved
100th Street, Local, Incomplete	R.O.W. 45 feet, 2 lane, undivided, unpaved.	R.O.W. 45 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

District 5

5.8 **Zone Case 3473:** CMS Properties for Denim Sky Capital, LTD & Terra Firma Acquisitions, LLC

Request for a zone change from Transition District (T) to General Retail District (C-3):

- 9802, 9902 and 9908 Milwaukee Avenue, 6511 98th Street and 6514 100th Street, located south of 98th Street and west of Milwaukee Avenue on 6.549 acres of unplatted land out of Block AK, Section 22

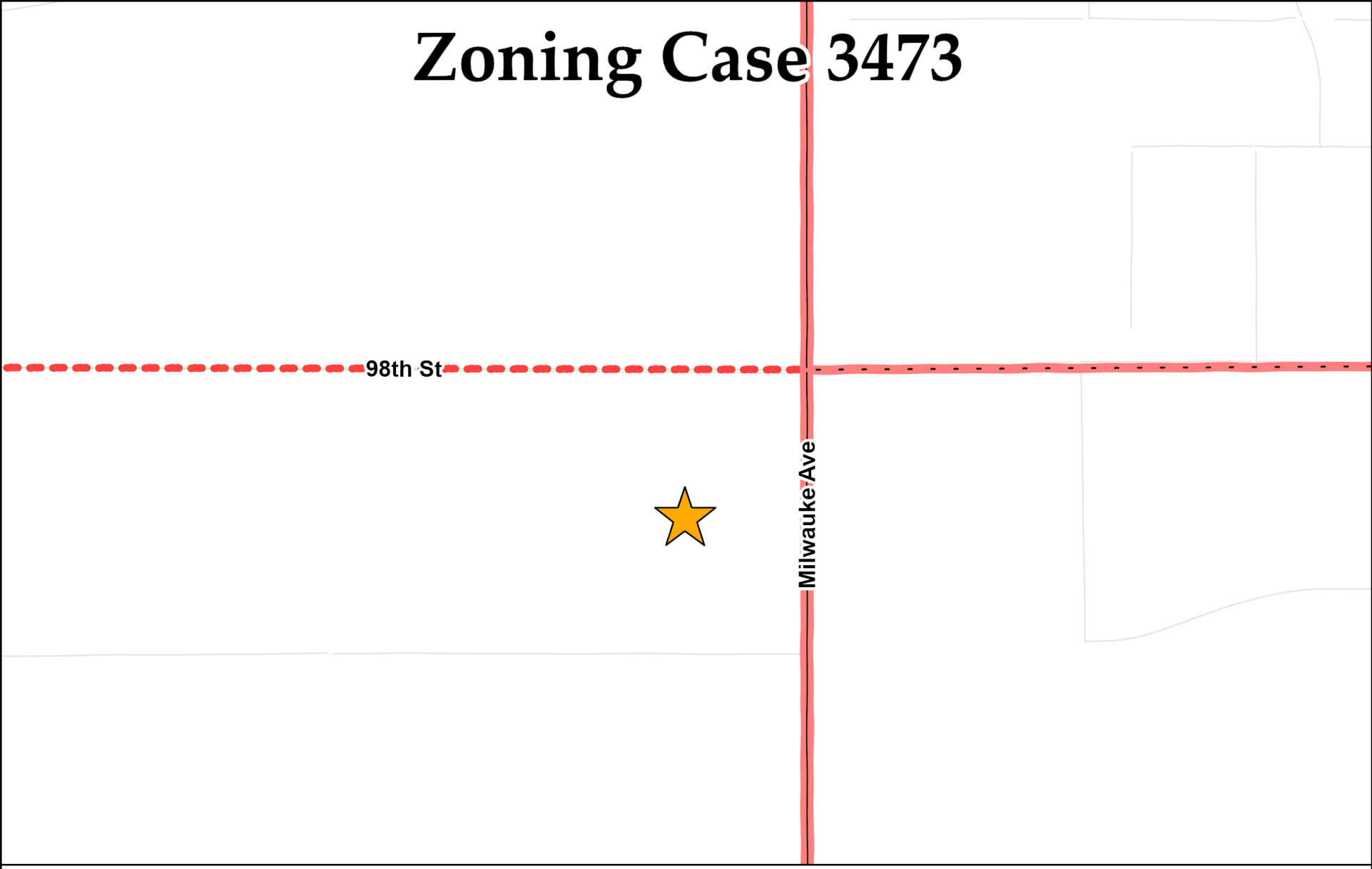
PLANNING MANAGER ESCAMILLA stated there were eight (8) notifications sent out and three (3) returned in favor and zero (0) in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

Applicant stated he was available if the board had questions, but otherwise chose to not address the board.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3473**, a motion was made by **JAMES BELL** and seconded by **TANNER NOBLE** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

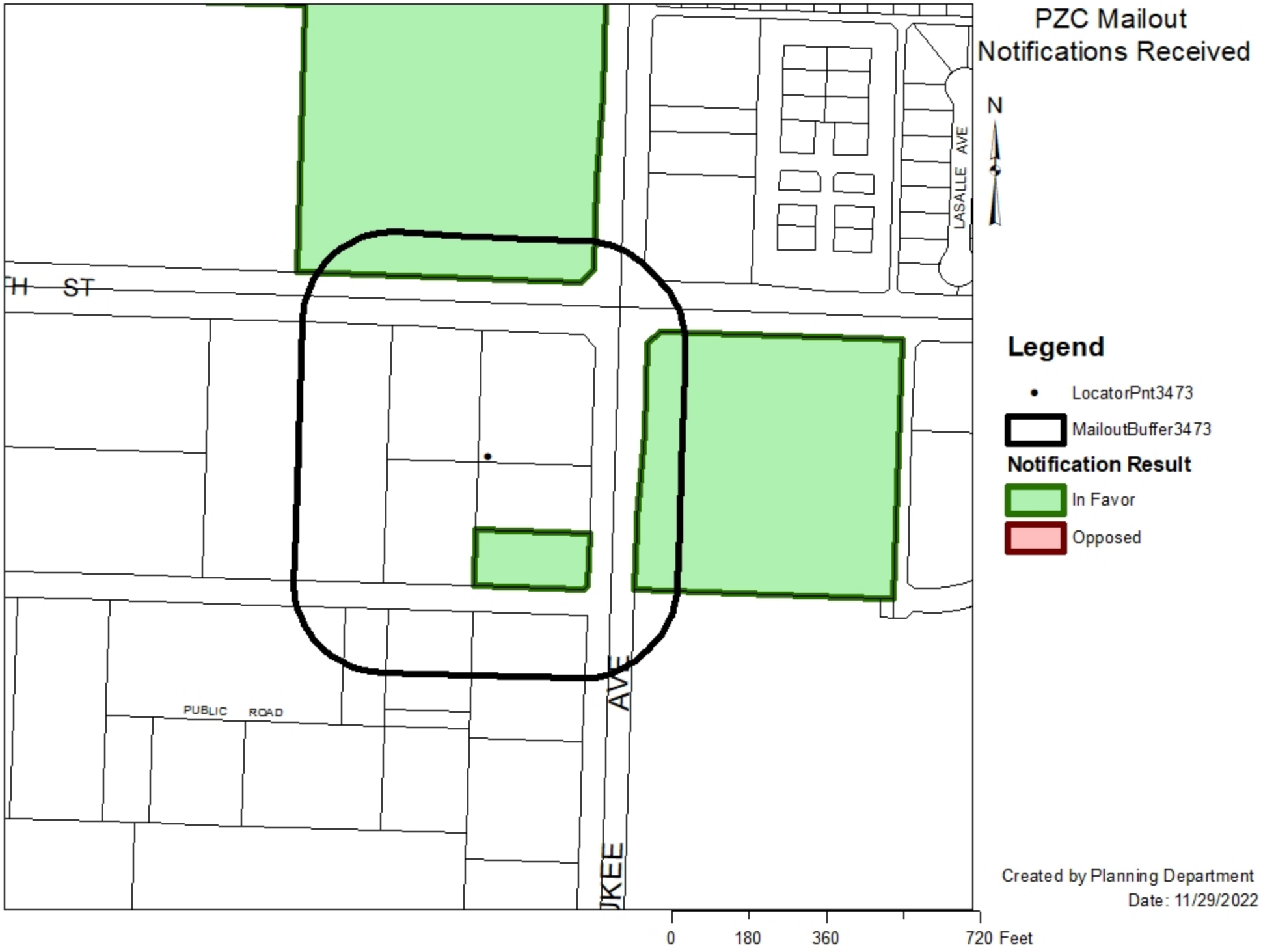
Zoning Case 3473



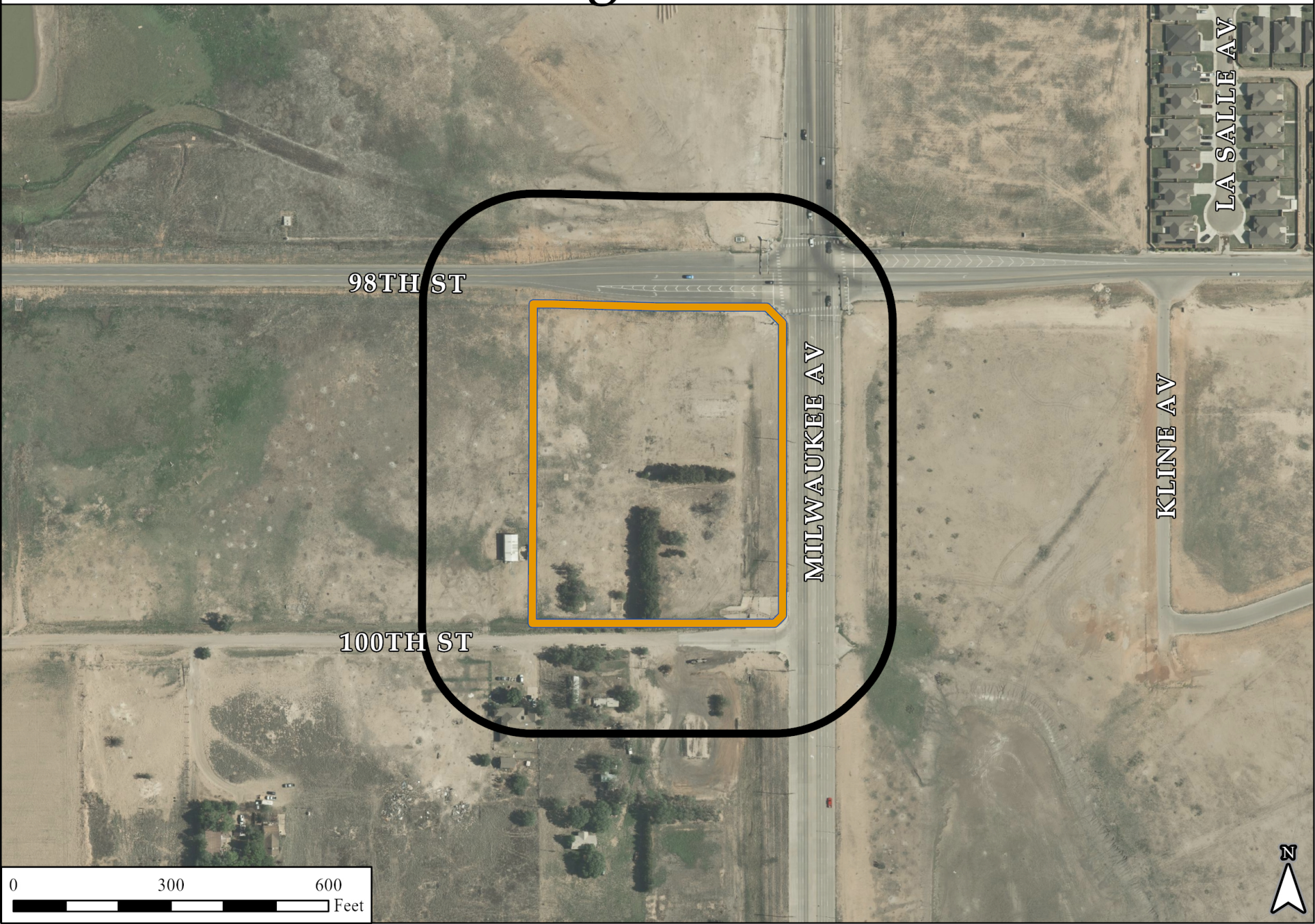
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

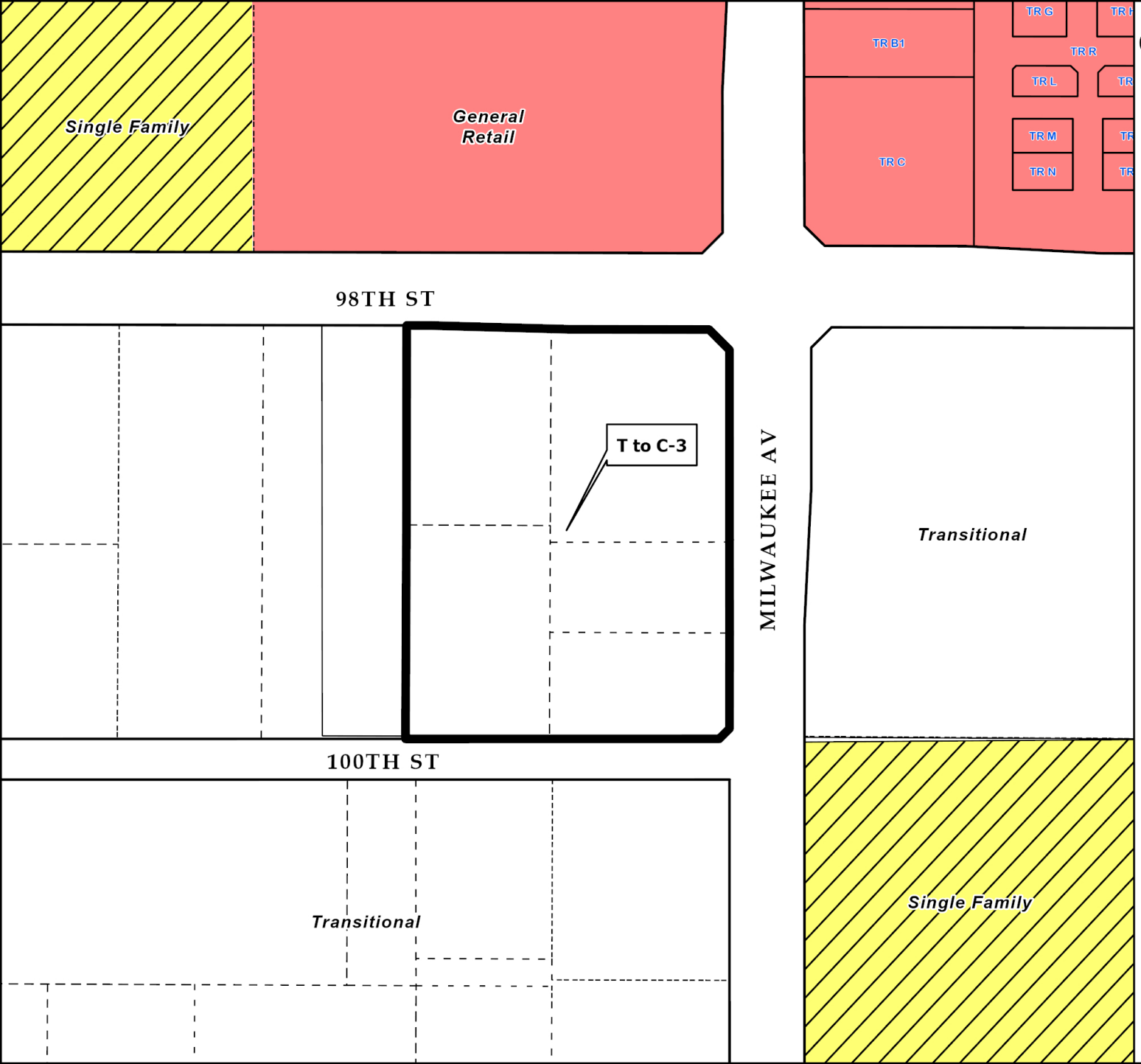
N
W E
S

Date Exported: November 2022


PZC Mailout
Notifications Received
N
LASALLE AVE
TH ST
PUBLIC ROAD
AVE
JKEE
Legend
LocatorPnt3473
MailoutBuffer3473
Notification Result
In Favor
Opposed
Created by Planning Department
Date: 11/29/2022
0
180
360
720 Feet

Zoning Case 3473





Current Zoning

3473

Zoning Districts

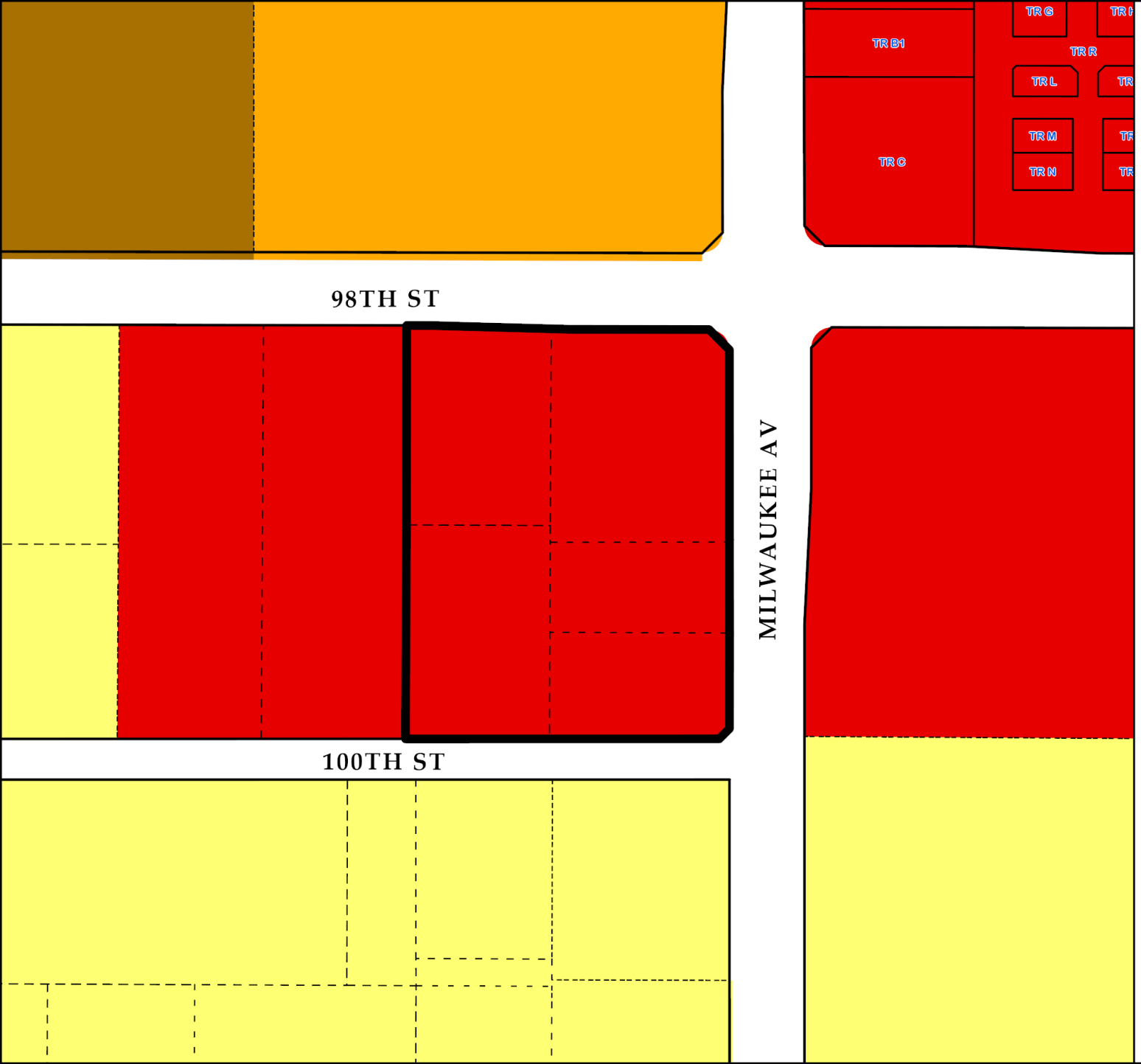
- General Retail
- Single Family Specific Use
- Transitional

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2022



Future Land Use Plan
Case 3473

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

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2022

3473



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: SWC 98th St. & Milwaukee Ave

Lots/Tracts: Unplatted, see attached.

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 6.549

Existing Land Use: Undeveloped Existing Zoning: Transitional

Requested Zoning: C-3

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: Alan Moore

Address: 6306 Iola Ave. Ste. 200 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-794-1492 Email: amoore@cmspropertiesinc.com

Applicant's Signature: _____

Date: 10/27/22 Printed Name: Alan Moore

Owner Information

Firm Name: _____

Owner: Denim Sky Capital, LTD & Terra Firma Acquisitions, LLC

Address: PO Box 64189 City: Lubbock State: TX

ZIP Code: 79464 Telephone: 806-794-1492 Email: mshipton@cmspropertiesinc.com

Property Owner's Signature: _____

Date: 10/27/22 Printed Name: Marc Shipton

Preparer Information

Preparer's Signature: _____

Date: 10/27/22 Printed Name: Alan Moore

For City Use Only

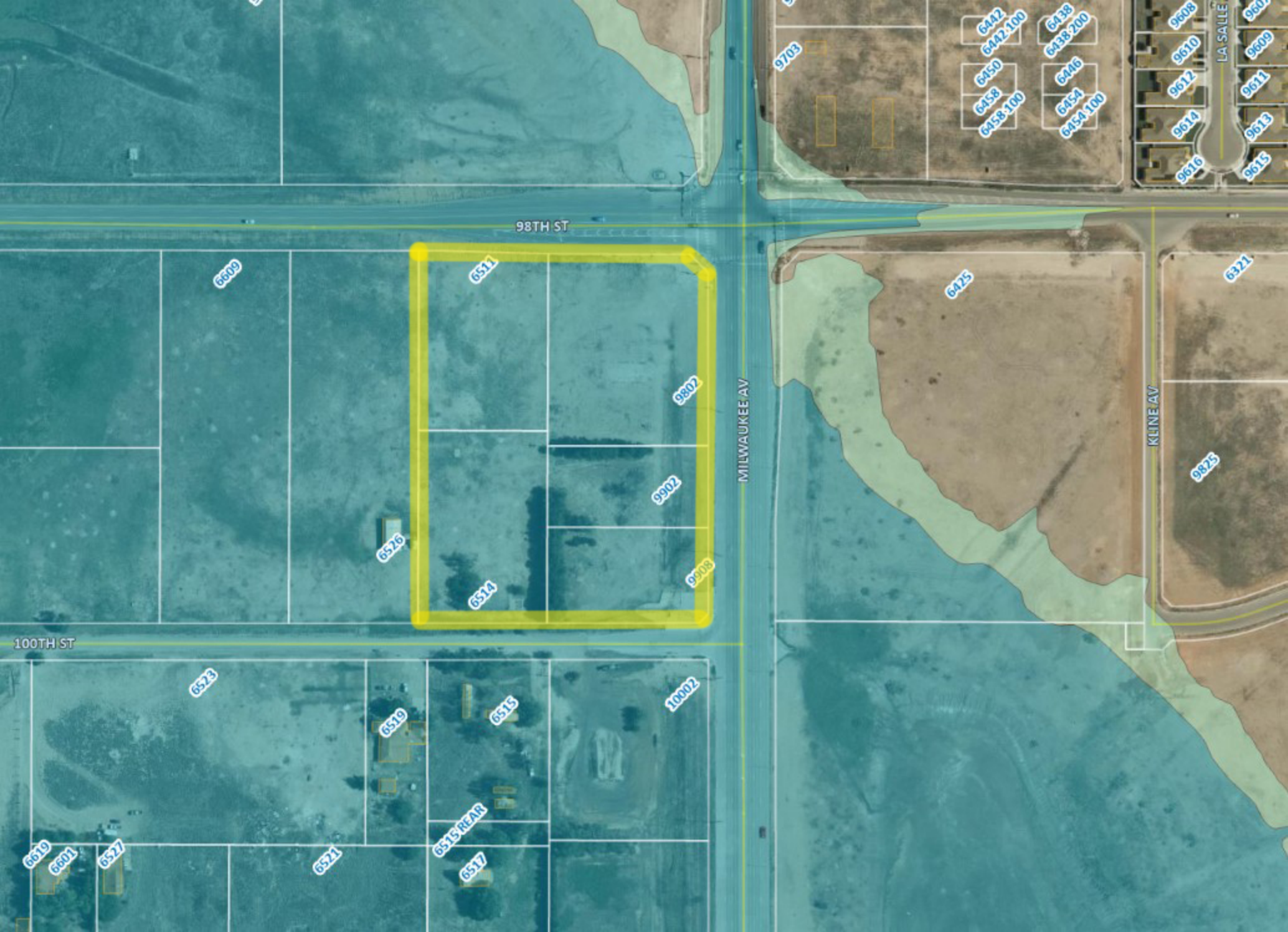
Zone Case No: _____ Planning and Zoning Commission Date: _____

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.


98TH ST
100TH ST
MILWAUKEE AV
KLINE AV
LA SALLE
6609
6511
9802
9902
9903
6526
6514
6425
6321
9825
6523
6519
6515
10002
6515 REAR
6619
6601
6527
6521
6517
9703
6442
6442-100
6438
6438-200
6450
6458
6458-100
6446
6454
6454-100
9608
9610
9612
9614
9616
9609
9611
9613
9615

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.:** ***3473***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Mary Shipton

Signature: [signature]

Address: 6306 Iola Ave. - Ste. 200

Address of Property Owned: 6425 98th St

Phone Number: 806-544-4335

Email: mshipton@cmspropertiesinc.com

Zone Case Number: **3473** R308391 Recipient 4 of 8
EQUITY COMMERICAL PROPERTIES LLC
6306 IOLA AVE STE 200
LUBBOCK TX 79424

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.:** ***3473***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Marc Shipton

Signature: [signature]

Address: 6306 Iola Ave - Ste. 200

Address of Property Owned: 9908 Milwaukee Ave.

Phone Number: 806-794-1492

Email: mshipton@cmspropertiesinc.com

Zone Case Number: **3473** R86736 Recipient 6 of 8
DENIM SKY CAPITAL LTD
6306 IOLA AVE STE 200
LUBBOCK TX 79424

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.:** ***3473***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Patty Shipton

Signature: Patty Shipton

Address: PO Box 64189 Lubbock, Tx 79464

Address of Property Owned: 9602 Milwaukee Ave Lubbock, TX 79424

Phone Number: (806) 794 1492

Email: [illegible] N/A

Zone Case Number: **3473** R300309 Recipient 7 of 8

TERRA FIRMA ACQUISITIONS LLC
PO BOX 64189
LUBBOCK TX 79464

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2022-O0182, for Zone Case 3474, a request of CMS Properties for Equity Commercial Properties, LTD, for a zone change from Transition District (T) to General Retail District (C-3), at 6425 98th Street, located south of 98th Street and east of Milwaukee Avenue, on 8.315 acres of unplatted land out of Block AK, Section 21.

Item Summary

On December 13, 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 December 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance - 3474
ZC3474_Report
Documentation - 3474

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. 3474; A ZONING CHANGE FROM T TO C-3 ZONING DISTRICT AT 6425 98TH STREET, LOCATED SOUTH OF 98TH STREET AND EAST OF MILWAUKEE AVENUE, ON 8.315 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 21, 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. 3474

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-3** zoning district at **6425 98th Street, located south of 98th Street and east of Milwaukee Avenue, on 8.315 acres of unplatted land out of Block AK, Section 21,** 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:

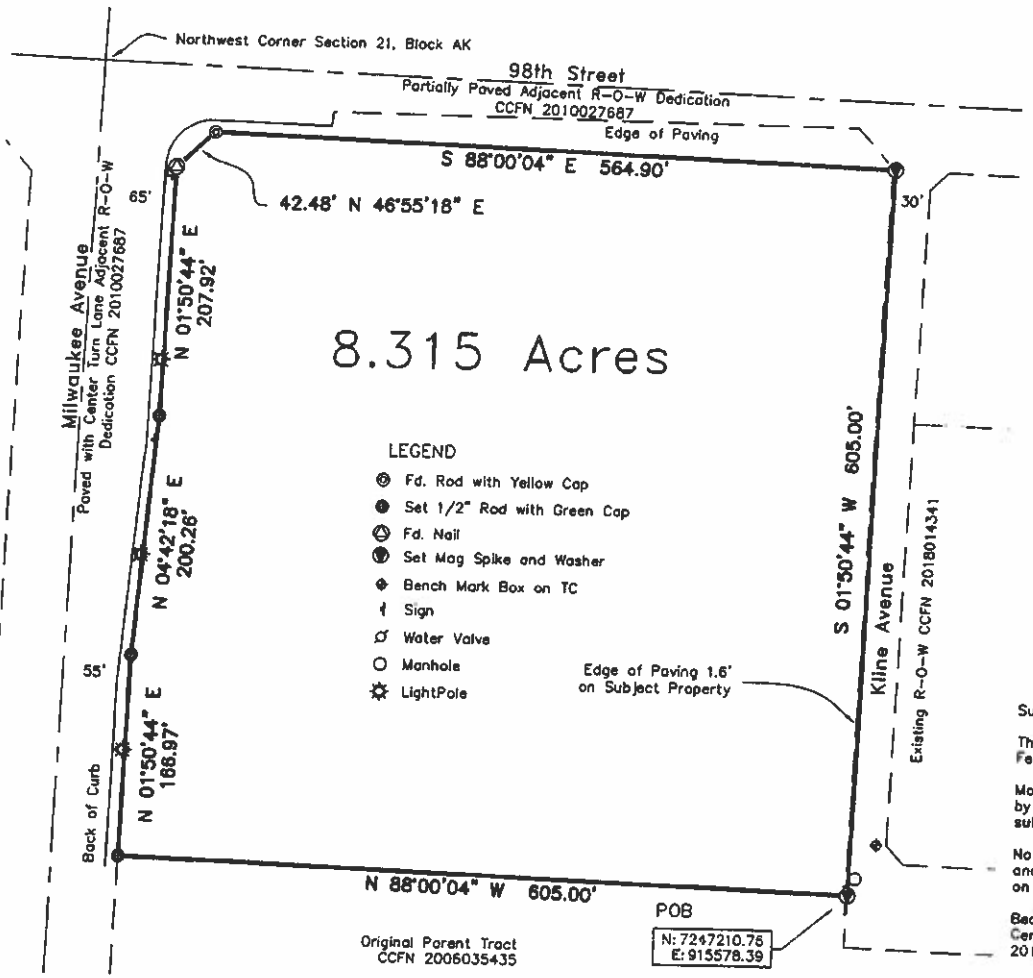
Kristen Sager
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3474
December 1, 2022

Plat and Field Notes on a
8.315 Acre Tract out of Section 21, Block AK, Lubbock County, Texas



FIELD NOTES on an 8.315 acre tract out of the 10.0 acre tract described in Volume 9879, Page 36, Lubbock County Official Public Records, and out of Section 21, Block AK Lubbock County, Texas and being further described by metes and bounds as follows:

BEGINNING at a set Mag Spike with washer marked ABACUS ENG RPLS 4460 for the Southeast corner of the 10.0 acre and the Southeast corner of this tract, from which the Northwest corner of Section 21 bears N 01° 50' 44" E (Texas North Central Zone Bearing Basis), 660.00 feet and N 88° 00' 04" W, 660.00 feet;

THENCE N 88°00'04" W, with the South line of the 10.0 acre tract, 605.00 feet to a set 1/2" iron rod with green cap marked RPLS 4460, hereinafter referred to as Abacus Cap, in the East Right of Way line of Milwaukee Avenue for the Southwest corner of this tract;

THENCE for this and the following two calls with the East Right of Way line of Milwaukee Avenue, N 01°50'44" E, 166.97 feet to a set Abacus Cap for a corner of this tract;

THENCE N 04°42'18" E, 200.26 feet to a set Abacus Cap for a corner of this tract;

THENCE N 01°50'44" E, 207.92 feet to a found nail for the most Westerly Northwest corner of this tract;

THENCE N 46°55'18" E, 42.48 feet to a found rod with yellow cap for the most Northerly Northwest corner of this tract;

THENCE S 88°00'04" E, with the South Right of Way line of 98th Street, 564.90 feet to a set Mag Spike with washer for the Northeast corner of this tract;

THENCE S 01°50'44" W, with the West line of Kline Avenue, as shown by the plat recorded in CCFN 2018014341, and the East line of the 10.0 acre tract, a distance of 605.00 feet to the PLACE of BEGINNING and containing 8.315 acres including any Right of Way.

STATE OF TEXAS
REGISTERED
J.M. CIESZINSKI
4460
LAND SURVEYOR

Surveyor's Report

This Plat is based on a survey made on the ground February 24, 2021.

Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Documents.

No Substantial Discrepancies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.

Bearings and coordinates are based on the Texas North Central Zone Coordinate System, NAD 83, 2011, Epoch 2010.0000.

J.M. CIESZINSKI, RPLS # 4460

PLAT SHOWN AS SURVEYED ON THE GROUND

February 25, 2021

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7870
Count on it
TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

S:\COORDINATES\SECTIONBLOCK\Block AK\SECTION 21\10 Acre Tract NEC Sec21 BlkAK CMS.dwg, 2/26/2021 1:13:38 PM, SHARP MX-2300N PCL611x17.pc3

Planning Department
City of Lubbock

Staff Report	Zone Case 3474
City Council Meeting	December 13, 2022

Applicant CMS Properties

Property Owner Equity Commercial Properties, LTD

Council District 5

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- December 13, 1984, Ordinance No. 8688: The subject property was annexed into city limits and zoned Transition District (T).
- December 1, 2022, Zone Case 3474: The Planning and Zoning Commission recommended approval of a zone change from T to General Retail District (C-3) by a vote of 6-0-0.

Notification Summary

- Notifications Sent: 12
- Received In Favor: 3
- Received In Opposition: 0

Site Conditions and History

The subject property consists of 8.315 acres of vacant, unplatted land out of Block AK, Section 21.

Adjacent Property Development

The property is surrounded by commercial uses zoned General Retail District (C-3) to the north, vacant land zoned Garden Office District (GO) and Family Apartment District (A-1) to the east, and single family residences zoned Single Family District (R-1) to the south.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 6425 98th Street, located south of 98th Street and east of Milwaukee Avenue. The applicant is requesting a zone change to General Retail District (C-3).

Current zoning: **Transition District (T)**

Requested zoning: **General Retail District (C-3)**

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 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."

Traffic Network/Infrastructure Impacts
The property is located south of 98th Street and east of Milwaukee Avenue, which are both designated as Principal Arterials by the Master Thoroughfare Plan, 2018. Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. It is appropriately adjacent to other commercial uses.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates the subject property for Commercial Uses. The requested zone change is consistent with this designation and is appropriate in this location.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance and the location is appropriate for C-3.

Suitability of Property for Allowed Uses
The property is suitable for the proposed use and will not require additional public improvements to support the intensity of this use.

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

Cassie Bermea
Planner
Planning Department
806-775-2096
cassiebermea@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3474

Allowable Uses: General Retail District (C-3)

Transportation: The proposed development has a point of access from Kline Avenue, Milwaukee Avenue and 98th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Kline Avenue *Local Street*	R.O.W. 34 feet, two-lane, undivided, paved	R.O.W. 43 feet, two-lane, undivided, paved
Milwaukee Avenue Principal Arterial (Completed)	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
98th Street Principal Arterial (Partially Completed)	R.O.W. 110 feet, five-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

District 5

5.9 **Zone Case 3474:** CMS Properties for Equity Commercial Properties, LTD

Request for a zone change from Transitional (T) to General Retail District (C-3), at:

- 6425 98th Street, located south of 98th Street and east of Milwaukee Avenue, on 8.315 acres of unplatted land out of Block AK, Section 21.

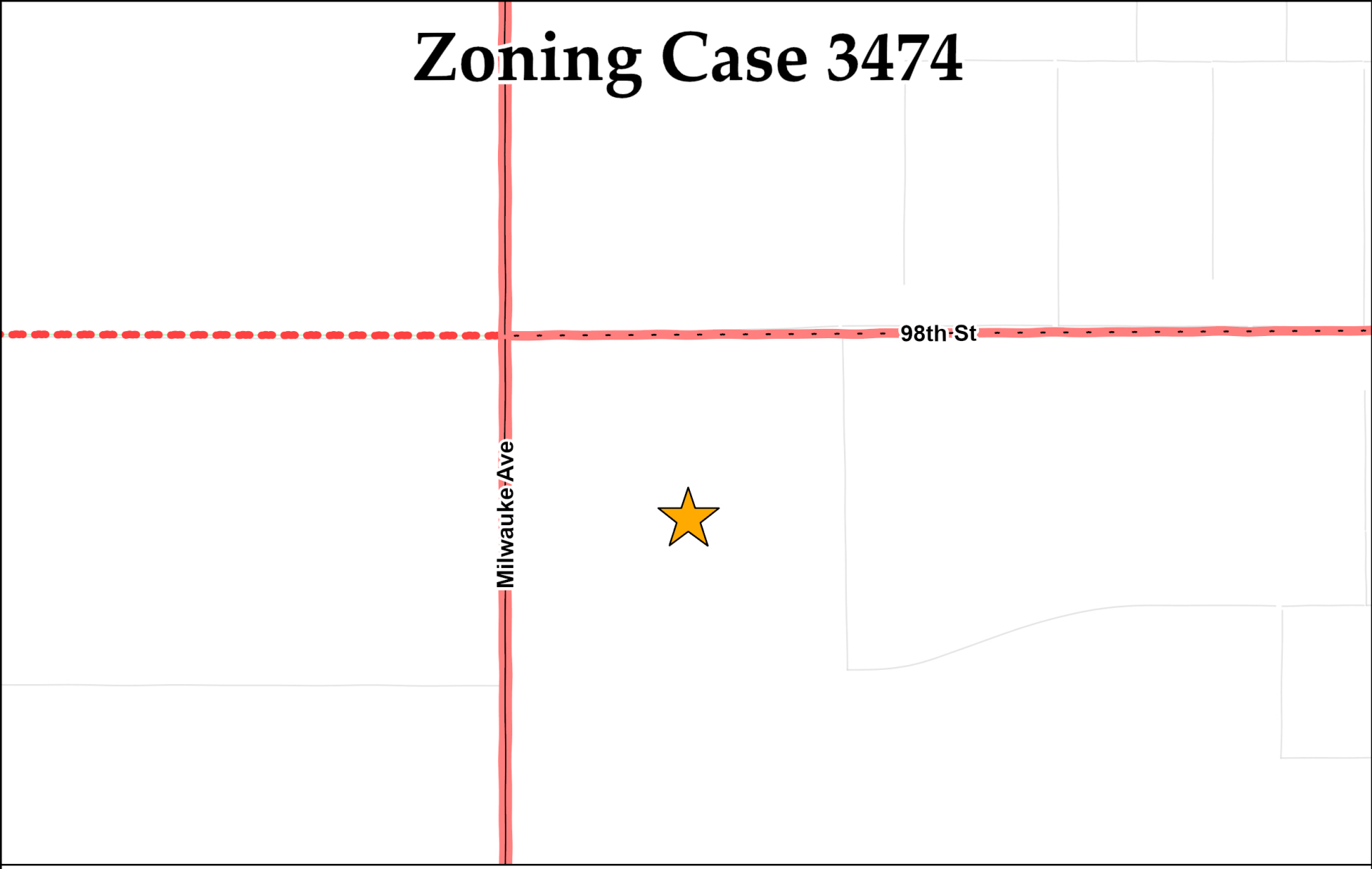
PLANNER CASSIE BERMEA stated there were twelve (12) notifications sent out and three (3) returned in favor and zero returned in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

Applicant stated he was available if the board had questions, but otherwise chose not to address the board.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3274-F,** a motion was made by **SUSAN TOMLINSON** and seconded by **JAMES BELL** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

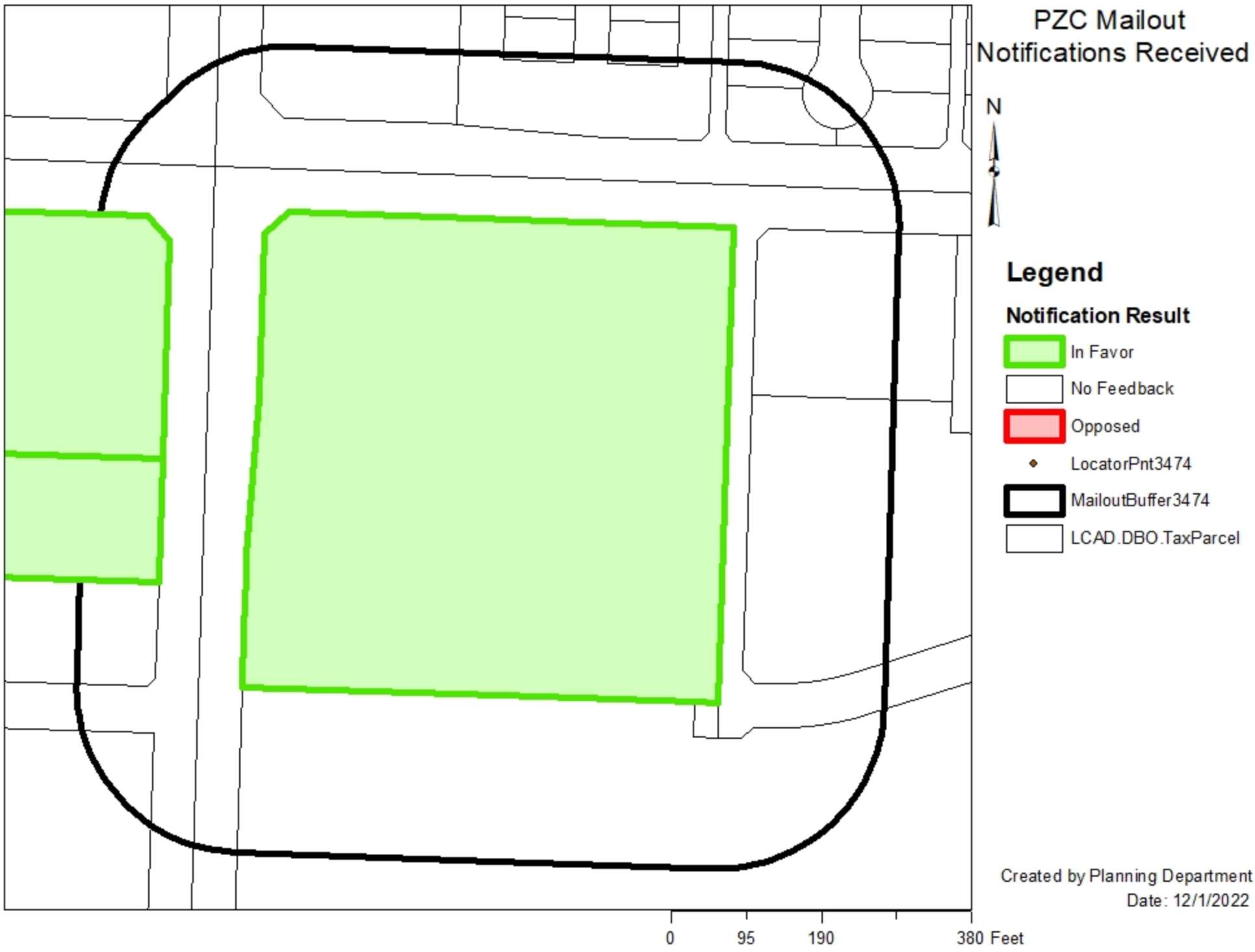
Zoning Case 3474



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

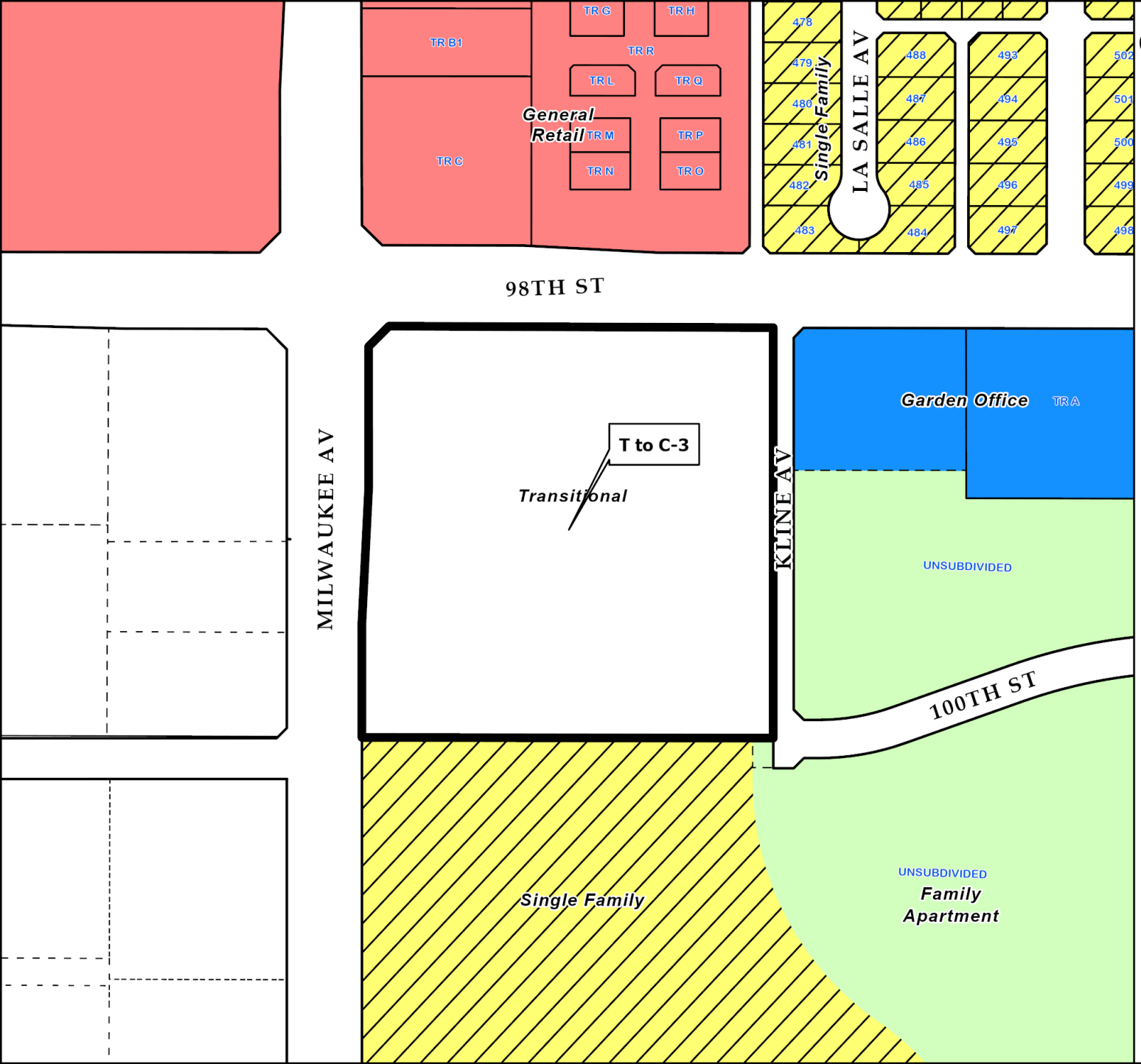
N
W E
S

Date Exported: November 2022


PZC Mailout
Notifications Received
N
Legend
Notification Result
In Favor
No Feedback
Opposed
LocatorPnt3474
MailoutBuffer3474
LCAD.DBO.TaxParcel
Created by Planning Department
Date: 12/1/2022
0
95
190
380 Feet

Zoning Case 3474





Current Zoning

3474

Zoning Districts

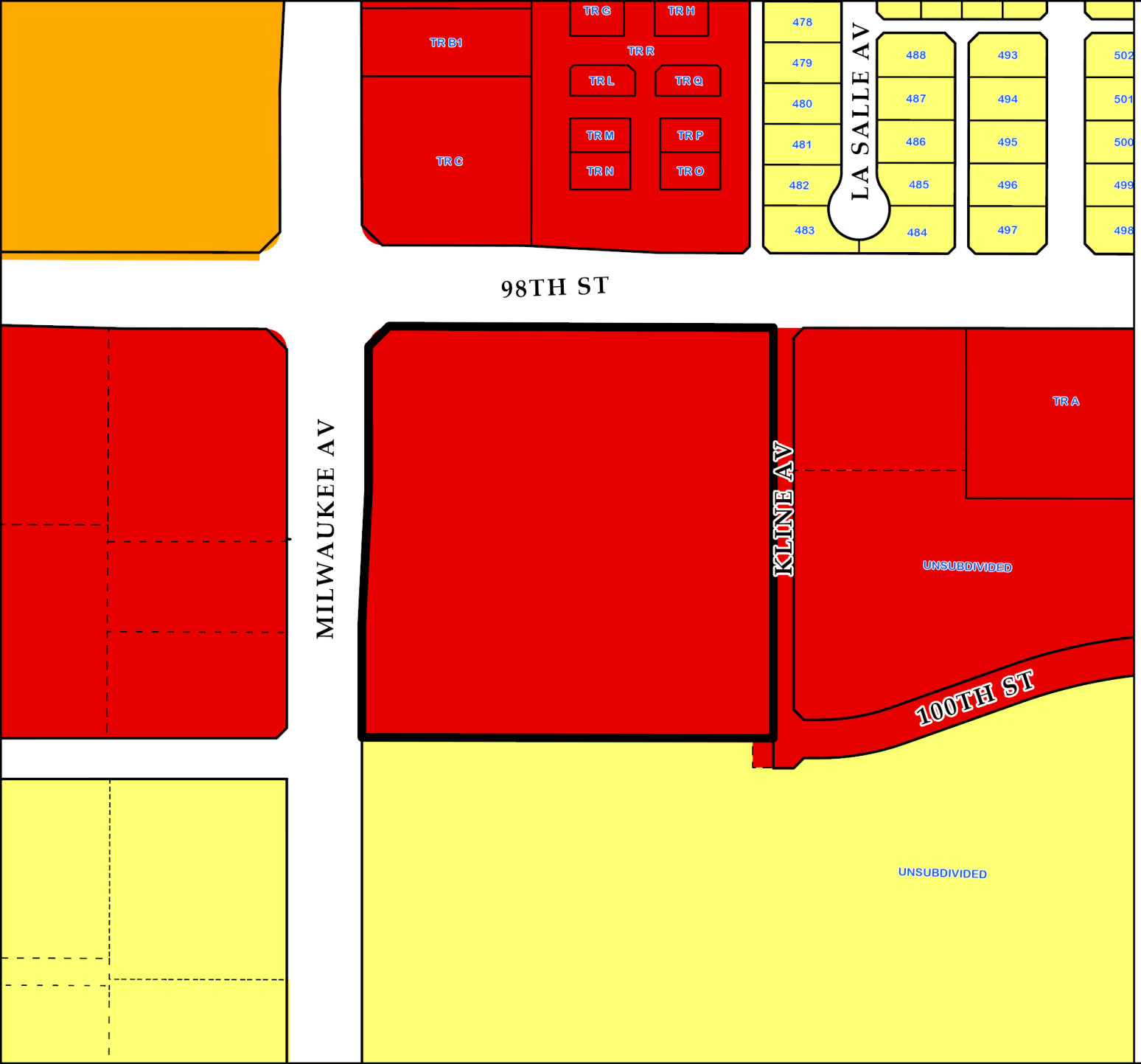
- Family Apartment
- General Retail
- Garden Office
- Single Family Specific Use
- Transitional

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2022



Future Land Use Plan
Case 3474

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

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2022



View South.



View East.



View North.



View West.—Subject Property


98TH ST
100TH ST
MILWAUKEE AV
KLINE AV
LA SALLE
6609
6511
9802
9902
6526
6514
9908
6523
6519
6515
10002
6515 REAR
6619
6601
6527
6521
6517
6425
6321
9825
9703
6442
6442-100
6438
6438-200
6450
6458
6458-100
6446
6454
6454-100
9608
9610
9612
9614
9616
9607
9609
9611
9613
9615

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: SEC 98th & Milwaukee Ave / 6425 98th St.

Lots/Tracts: Unplatted. BLK AK SEC 21 AB 264 TR A8 AC: 8.3151

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 8.3151

Existing Land Use: Undeveloped Existing Zoning: Transitional

Requested Zoning: C-3

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: Alan Moore

Address: 6306 Iola Ave. Ste. 200 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-794-1492 Email: amoore@cmspropertiesinc.com

Applicant's Signature: Alan Moore

Date: 10/27/22 Printed Name: Alan Moore

Owner Information

Firm Name: _____

Owner: Equity Commercial Properties, LTD

Address: PO Box 64189 City: Lubbock State: TX

ZIP Code: 79464 Telephone: 806-794-1492 Email: mshipton@cmspropertiesinc.com

Property Owner's Signature: Marc Shipton

Date: 10/27/22 Printed Name: Marc Shipton

Preparer Information

Preparer's Signature: Alan Moore

Date: 10/27/22 Printed Name: Alan Moore

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.:** ***3474***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Marc Shipton

Signature: [signature] 11-25-22

Address: 6306 Iola Ave. · Ste. 200

Address of Property Owned: 6425 98th St.

Phone Number: 806-794-1492

Email: mshipton@cmspropertiesinc.com

Zone Case Number: **3474** R308391 Recipient 3 of 12

EQUITY COMMERICAL PROPERTIES LLC
6306 IOLA AVE STE 200
LUBBOCK TX 79424

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.:** ***3474***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Marc Shipton

Signature: 11-25-22

Address: 6306 Iola Ave. Ste. 200

Address of Property Owned: 9908 Milwaukee Ave.

Phone Number: 806-794-1492

Email: mshipton@cmspropertiesinc.com

Zone Case Number: **3474** R86736 Recipient 7 of 12
DENIM SKY CAPITAL LTD
6306 IOLA AVE STE 200
LUBBOCK TX 79424

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.:** ***3474***

In Favor X

Opposed ____

Reasons and/or Comments:

C3 is the best use of this property.

Print Name Brad Worthington, Atty for Terra Firma Acq.

Signature: [signature]

Address: 6306

Address of Property Owned: 98th & Milwaukee (multiple parcels.)

Phone Number: 806-441-8200

Email: bworthlaw@gmail.com

Zone Case Number: **3474** R32707 Recipient 1 of 12

TERRA FIRMA ACQUISITIONS LLC
PO BOX 64189
LUBBOCK TX 79464

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2022-O0183, for Zone Case 1875-F, a request of Vito Lucio, for a zone change from Single-Family District (R-1) and Two-Family District (R-2) to Two-Family District (R-2), at 2102 Norwich Avenue, located north of 22nd Street and west of Norwich Avenue, Ridgewood II Addition, Lot 94-A-2.

Item Summary

On December 13, 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 December 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance - 1875-F
ZC1875-F_Report
Documentation - 1875-F

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. 1875-F; A ZONING CHANGE FROM R-1 AND R-2 TO R-2 ZONING DISTRICT AT 2102 NORWICH AVENUE, LOCATED NORTH OF 22ND STREET AND WEST OF NORWICH AVENUE, RIDGEWOOD II ADDITION, LOT 94-A-2, 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. 1875-F

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 and R-2** to **R-2** zoning district at **2102 Norwich Avenue, located north of 22nd Street and west of Norwich Avenue, Ridgewood II Addition, Lot 94-A-2,** 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/ZC1875-F
December 1, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 1875-F
City Council Meeting	December 13, 2022

Applicant Vito Lucio

Property Owner Vito Lucio

Council District 6

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- December 14, 1972, Ordinance No. 006517: The subject property was annexed into city limits and zoned Single-Family District (R-1).
- June 14, 1973, Zone Case 1875, Ordinance No. 6655: The subject property was rezoned from R-1 to R-1 Specific Use for a Mobile Home or Travel Trailer Park.
- April 18, 1977, Zone Case 1875-A, Ordinance No. 7422: The subject property was rezoned from R-1 Specific Use to R-1 Specific Use for Townhomes.
- April 13, 1978, Zone Case 1875-C, Ordinance No. 7635: The subject property was rezoned from R-1 Specific Use to Two-Family District (R-2).
- September 14, 1978, Zone Case 1875-E, Ordinance No. 7719: The southern portion of the subject property was rezoned from R-2 to R-1.
- December 1, 2022, Zone Case 1875-F: The Planning and Zoning Commission recommended approval of a zone change from Single-Family District (R-1) and Two-Family District (R-2) to Two-Family District (R-2) by a vote of 6-0-0.

Notification Summary
- Notifications Sent: 15
- Received In Favor: 1
- Received In Opposition: 1

Site Conditions and History
The property was platted on March 13, 1979 as Ridgewood II Addition, Lot 94A2, and is currently vacant land.

Adjacent Property Development
This property is surrounded by residential housing to the north and east zoned Two-Family District (R-2). To the south is residential housing zoned Single-Family District (R-1) and to the west is vacant land zoned Single-Family District (R-1).

Item Summary
The subject property is located at 2102 Norwich Avenue, west of Norwich Avenue and north of 22nd Street. The applicant is requesting a zone change from Single-Family District (R-1) and Two-Family District (R-2) to R-2.

Current zoning: **Single-Family District (R-1) and Two-Family District (R-2)**

Requested zoning: **Two-Family District (R-2)**

Intent Statements
The intent of the current R-1 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 current and proposed 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."

Traffic Network/Infrastructure Impacts
The location is along Norwich Avenue, which is designated as a Local Street by the Master Thoroughfare Plan, 2018. Local Streets provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

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 Residential Medium Density. The proposed zone changes to R-2 is in conformance with the Comprehensive Plan principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located in an appropriate location and the zone change to R-2 is consistent with the surrounding area and will not change the character of the existing development.

Suitability of Property for Allowed Uses
The property is suitable for the proposed residential uses, and additional infrastructure would not be necessary.

Attachments

A. Case Information
B. Thoroughfare Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Replies

Staff Contacts

Gregory Hernandez
Planner
Planning Department
806-775-3147
ghernandez@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 1875-F

Allowable Uses: Two-Family District (R-2)

Transportation: The proposed development has point of access from Norwich Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Norwich Avenue, Local Street, Incomplete	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

District 6

5.10 **Zone Case 1875-F**: Vito Lucio

Request for a zone change from Single-Family District (R-1) and Two-Family District (R- 2) to Two-Family District (R-2) at:

- 2102 Norwich Avenue, located north of 22nd Street and west of Norwich Avenue, Ridgewood II Addition, Lot 94-A-2.

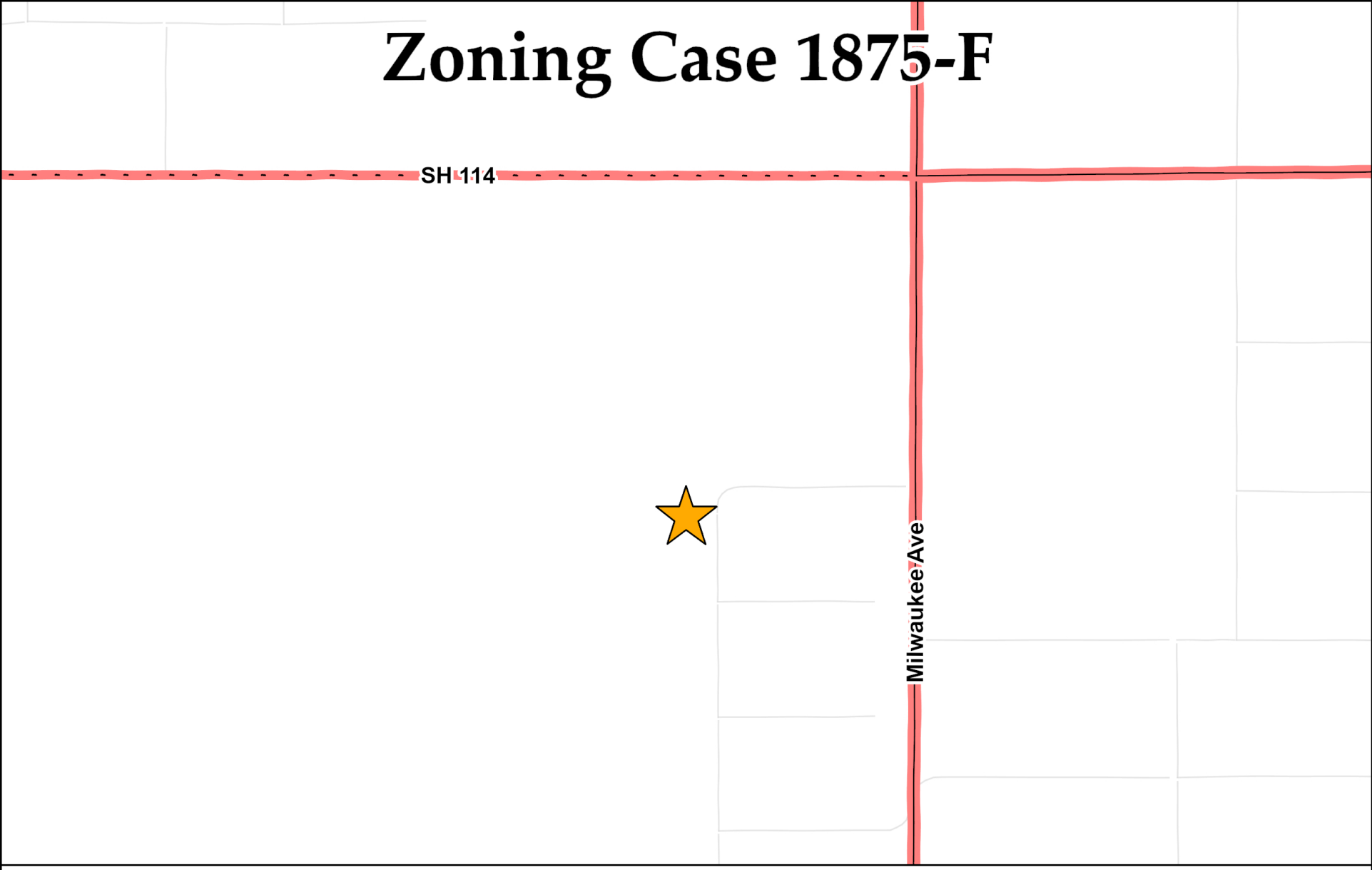
PLANNER GREG HERNANDEZ stated there were fifteen (15) notifications sent out with one (1) returned in favor and one (1) returned in opposition. The one in opposition stated concerns of more traffic and parking concerns. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

Applicant stated he was available if the board had questions, but otherwise chose not to address the board.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 1875-F**, a motion was made by **TANNER NOBLE** and seconded by **JAMES BELL** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Zoning Case 1875-F



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

Modified Arterial
- Partial
- Future

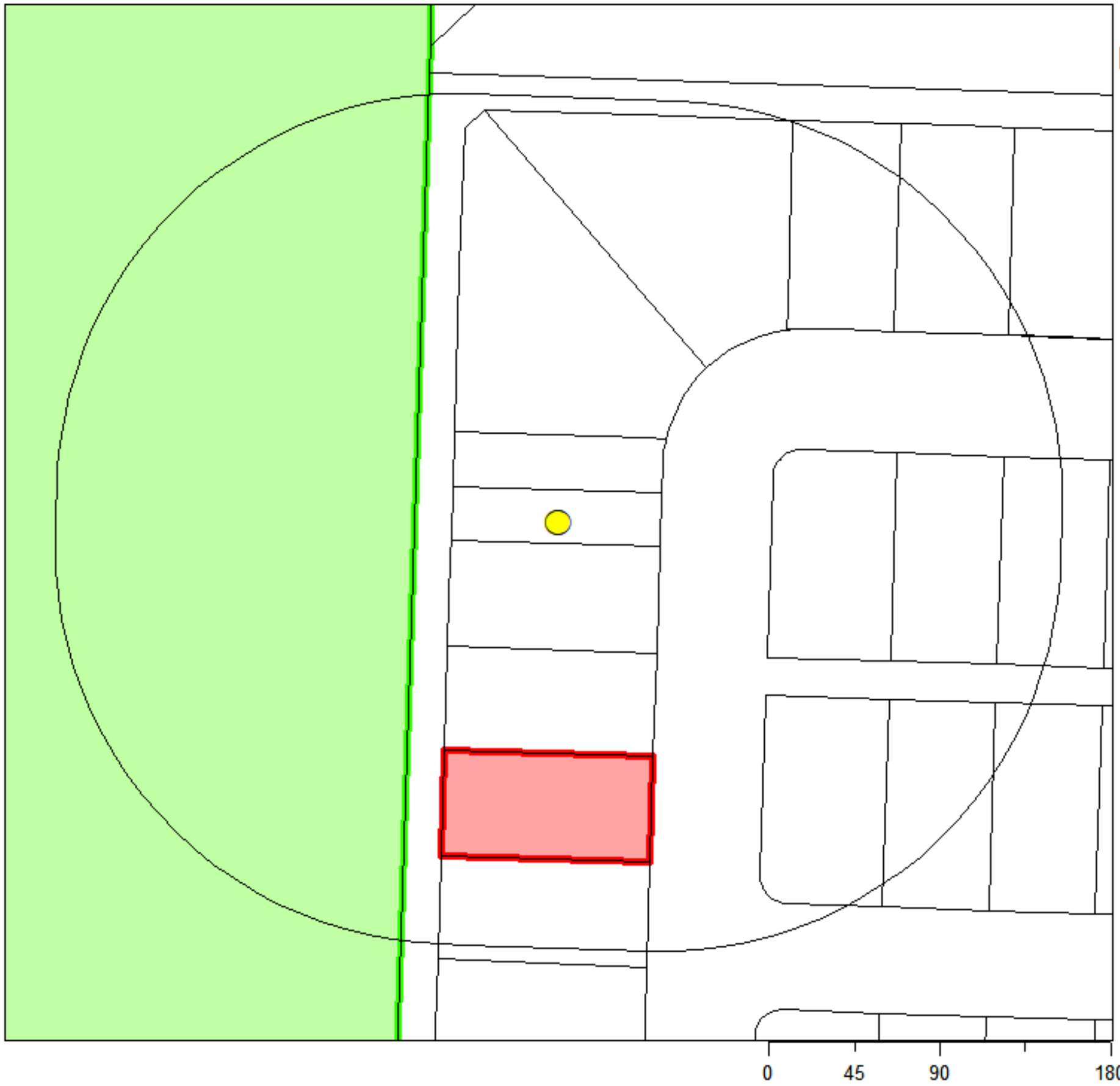
Principal Arterial
- Completed
- Partial
- Future

Freeway
- Completed
- Partial
- Proposed Outer Loop

N
W E
S

Date Exported: November 2022

PZC Mailout Notifications Received



Legend

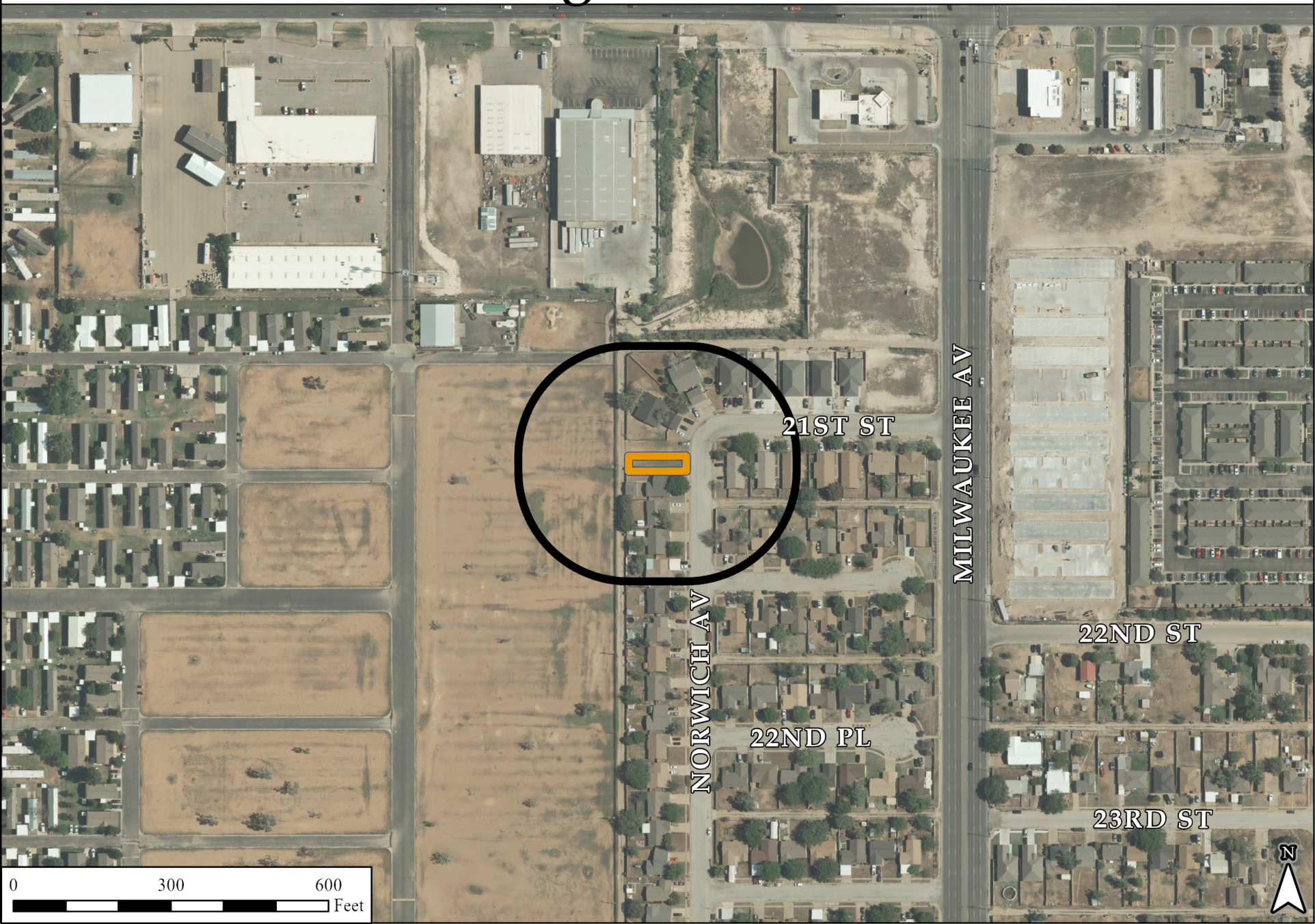
- LCAD.DBO.TaxParcel
- MailoutInfo1875_F
- LocatorPnt1875_F
- MailoutBuffer1875_F
- <all other values>

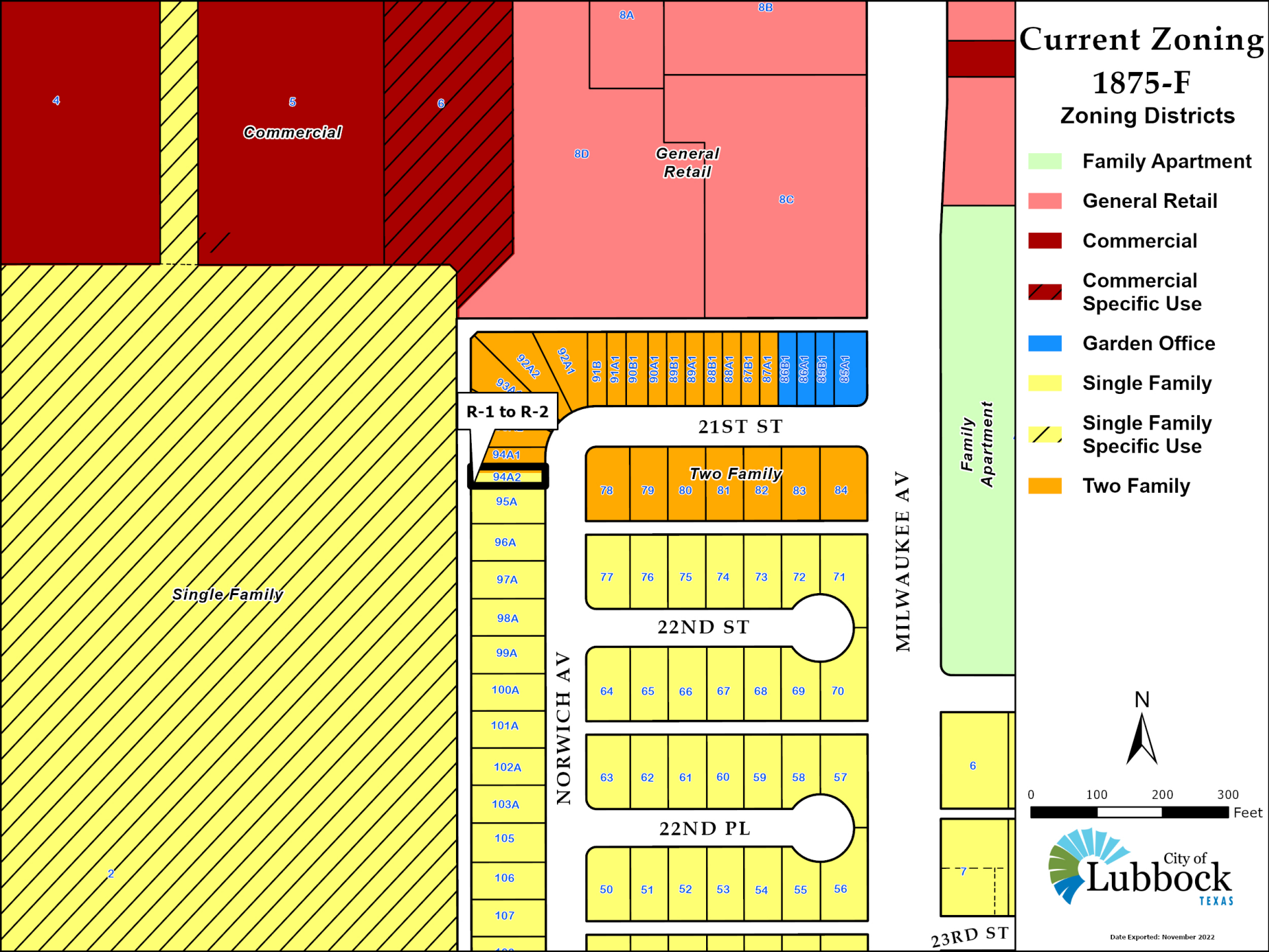
Notification Result

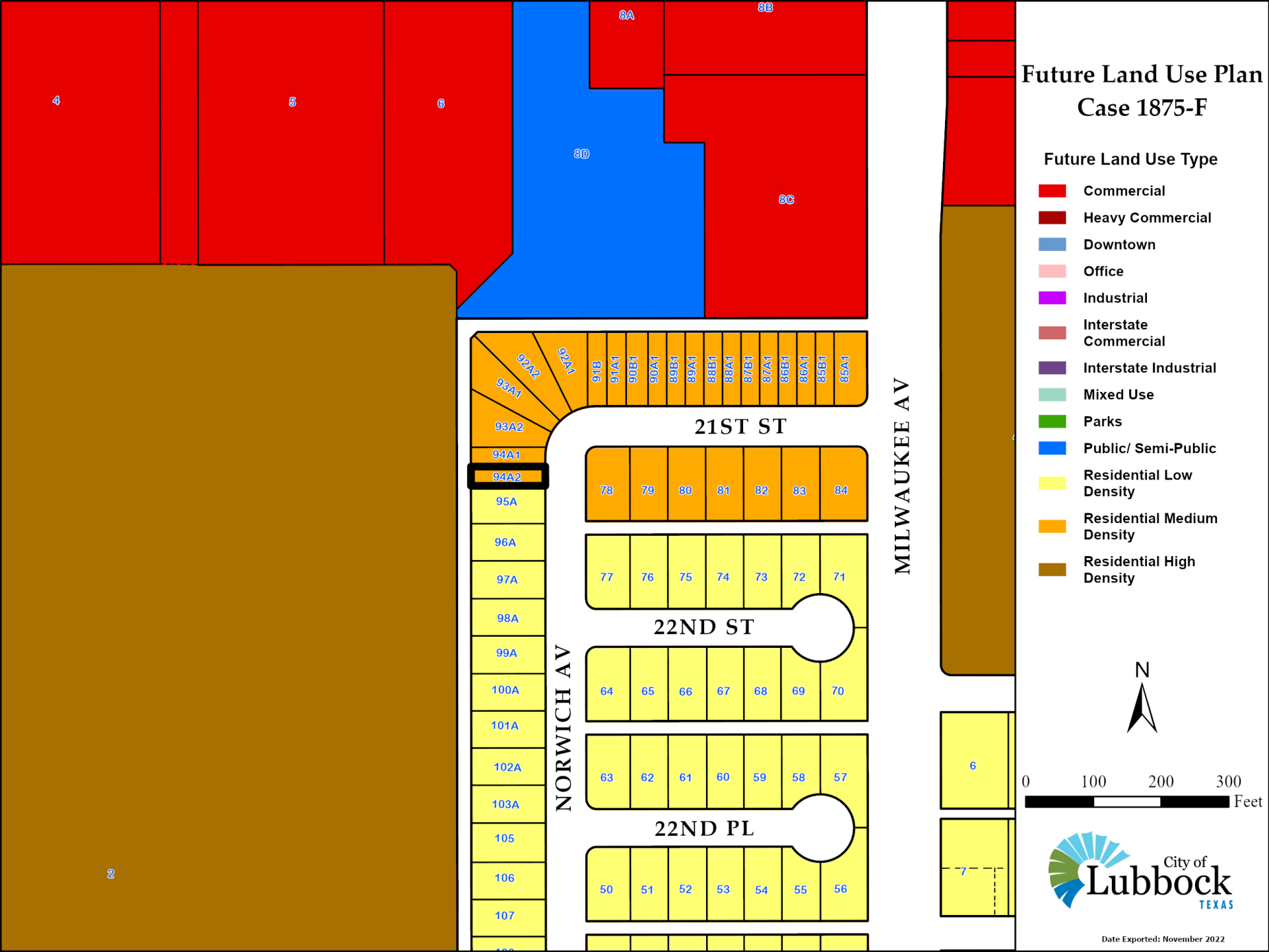
- In Favor
- No Feedback
- Opposed

Created by Planning Department
Date: 11/29/2022

Zoning Case 1875-F




Current Zoning
1875-F
Zoning Districts
Family Apartment
General Retail
Commercial
Commercial Specific Use
Garden Office
Single Family
Single Family Specific Use
Two Family
4
5
Commercial
6
8A
8B
8D
General Retail
8C
Single Family
2
R-1 to R-2
92A2
92A1
91B
91A1
90B1
90A1
89B1
89A1
88B1
88A1
87B1
87A1
86B1
86A1
85B1
85A1
21ST ST
94A1
94A2
95A
96A
97A
98A
99A
100A
101A
102A
103A
105
106
107
Two Family
78
79
80
81
82
83
84
77
76
75
74
73
72
71
22ND ST
64
65
66
67
68
69
70
63
62
61
60
59
58
57
22ND PL
50
51
52
53
54
55
56
NORWICH AV
MILWAUKEE AV
Family Apartment
6
7
23RD ST
N
0
100
200
300
Feet
City of Lubbock TEXAS
Date Exported: November 2022


Future Land Use Plan
Case 1875-F
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
0 100 200 300
Feet
City of Lubbock TEXAS
Date Exported: November 2022
21ST ST
22ND ST
22ND PL
NORWICH AV
MILWAUKEE AV
2
4
5
6
7
8A
8B
8C
8D
85A1
85B1
86A1
86B1
87A1
87B1
88A1
88B1
89A1
89B1
90A1
90B1
91A1
91B
92A1
92A2
93A1
93A2
94A1
94A2
95A
96A
97A
98A
99A
100A
101A
102A
103A
105
106
107
78
79
80
81
82
83
84
77
76
75
74
73
72
71
64
65
66
67
68
69
70
63
62
61
60
59
58
57
50
51
52
53
54
55
56

1875-F



View of subject property to the west.



View to the east.



View to the north.



View to the south.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 2102 Norwich Ave.

Lots/Tracts: _____

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: _____

Existing Land Use: _____ Existing Zoning: R1/R2

Requested Zoning: R2

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: Vito Lucio

Owner: Vito Lucio

Address: 5703 Emory St. City: Lubbock State: TX

ZIP Code: 79416 Telephone: 806-543-5133 Email: VLucio0460@gmail.com

Property Owner's Signature: _____

Date: 10/26/2022 Printed Name: Vito Lucio

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.:** ***1875-F***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Wes Tolley

Signature: [signature]

Address: 5001 96th Lubbock, TX 79424

Address of Property Owned: 6801 19th Lubbock, TX 79407

Phone Number: 806-792-4673

Email: w.tolley@sbcglobal.net

Zone Case Number: **1875-F** R69587 Recipient 10 of 15

C P MOBILE HOME PARK LP
PO BOX 16738
LUBBOCK TX 79490

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.:** ***1875-F***

In Favor ____

Opposed X

Reasons and/or Comments:

There are too many car now parked on the street. Two-family occupations would increase this problem and reduce the safety of children and drivers.

Print Name _____

Signature: Andrew R. Ratcliffe

Address: 2108 - Norwich Ave

Address of Property Owned: same

Phone Number: (806) 795-6666

Email: docc123@live.com

Zone Case Number: **1875-F** R55731 Recipient 4 of 15

RATCLIFFE, ANDREW RAY
2108 NORWICH AVE
LUBBOCK TX 79407

RECEIVED
NOV 29 2022
BY: _____

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2022-O0184, for Zone Case 1893-EE, a request of Seventeen Services, LLC for Wag 2.0, LLC, for a zone change from Single-Family District (R-1) and Family Apartment District (A-1) to Two-Family District (R-2), generally located north and south of 3rd Street and west of Huron Avenue, on 2.505 acres of unplatted land out of Block JS, Section 2.

Item Summary

On December 13, 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 December 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance - 1893-EE
ZC1893-EE_Report
Documentation - 1893-EE

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. 1893-EE; A ZONING CHANGE FROM R-1 AND A-1 TO R-2 ZONING DISTRICT GENERALLY LOCATED NORTH AND SOUTH OF 3RD STREET AND WEST OF HURON AVENUE, ON 2.505 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 2, 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. 1893-EE

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 and A-1** to **R-2** zoning district **generally located north and south of 3rd Street and west of Huron Avenue, on 2.505 acres of unplatted land out of Block JS, Section 2,** 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/ZC1893-EE
December 1, 2022

ZONE A-1 TO ZONE R-2

Metes and Bounds description of a 2.505 acre (109,100.2 Sq. Ft) tract of land, being a portion of that tract described in County Clerk File Number (CCFN) 2022010019, Official Public Records of Lubbock County, Texas (OPRLCT), all of that tract described in CCFN: 2022016928, OPRLCT, all of 3rd Street described in Volume 5313, Page 87, Real Property Records of Lubbock County, Texas (RPRLCT), and being out of Section 2, Block JS, Lubbock County, Texas, being more particularly described as follows;

Beginning at a found 5/8" iron rod in the South Right of Way line of 3rd Street as recorded in Volume 6672, Page 328, RPRLCT, for the Northwest corner of Lot 315, Shadow Hills, an Addition to the City of Lubbock, Lubbock County, Texas, as recorded in said Volume 6672, Page 328, and for the most Easterly Northeast corner of this tract;

Thence S00°12'25"W, leaving said 3rd Street and with the West line of said Lot 315, approximately a distance of 138.1 feet to a point for the Southeast corner of this tract;

Thence N74°09'03"W, approximately a distance of 152.0 feet to a point for a corner of this tract;

Thence N89°47'35"W, approximately a distance of 335.7 feet to a point in the East line of that tract described as Tract 5 in Volume 6937, Page 8, RPRLCT, for the Southwest corner of this tract;

Thence N00°12'25"E, with the East line of said Tract 5, approximately a distance of 265.4 feet to a found 1/2" iron rod for a corner of that tract described in Volume 6547, Page 322, RPRLCT, and for the Northwest corner of this tract;

Thence N81°28'16"E, leaving said Tract 5 and with a common line of said tract described in Volume 6547, Page 322, approximately a distance of 281.7 feet to a found 1/2" iron rod for a corner of this tract;

Thence N75°16'41"E, continuing with a common line of said tract described in Volume 6547, Page 322, approximately a distance of 11.8 feet to a found 1/2" iron rod with orange cap for the Northwest corner of Lot 72, Shadow Hills Villas, an Addition to the City of Lubbock, Lubbock County, Texas, as recorded in Volume 6687, Page 133, RPRLCT, and for the most Northerly Northeast corner of this tract;

Thence S00°07'56"W, leaving said tract described in Volume 6547, Page 322 and with the West line of said Lot 72, approximately a distance of 181.7 feet to a point in the South Right of Way line of said 3rd Street for a corner of this tract;

Thence Southeasterly, with said 3rd Street and with the arc of a curve to the right, an arc length of approximately 195.4 feet to the Point of Beginning; said arc having a radius of 673.27 feet, a central angle of 16°37'33"E, and a chord that bears S80°11'38"E, a chord distance of approximately 194.7 feet.

These field notes do not represent a survey made on the ground. These field notes are for zone case purposes only.

Date: October 24, 2022

Delta Land Surveying Job No. 221038

Planning Department
City of Lubbock

Staff Report	Zone Case 1893-EE
City Council Meeting	December 13, 2022

Applicant Seventeen Services, LLC

Property Owner Wag 2.0, LLC

Council District 6

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- April 26, 1973, Ordinance No. 6596: The subject property was annexed and zoned Single-Family District (R-1).
- November 8, 1984, Zone Case 1893-H, Ordinance No. 8683: The subject property was rezoned from R-1 to Restricted Local Retail District (C-2A).
- May 10, 1979, Zone Case 1893-B, Ordinance No. 7853: The subject property was rezoned from R-1 to Two-Family District (R-2), Local Retail District (C-2), Retail District (C-3), Family Apartment District (A-1) and R-1 Specific Use for a Golf Course.
- May 13, 1993, Zone Case 1893-R, Ordinance No. 9608: The subject property was rezoned from C-2A to A-1.
- December 1, 2022, Zone Case 1893-EE: The Planning and Zoning Commission recommended approval for a zone change from Single-Family District (R-1) and Family Apartment District (A-1) to Two-Family District (R-2) by a vote of 6-0-0.

Notification Summary
- Notifications Sent: 18
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History
The subject property is 2.59 acres of unplatted land out of Block JS, Section 2 and remains vacant.

Adjacent Property Development
The properties to the north and west are zoned R-1 Specific Use for a Golf Course. The south portion of the property to the west is zoned High Density Apartment District (A-2) and is developed with apartments. The property to the south is zone Commercial District (C-4) and is currently vacant. The properties to the east are zoned A-1 and R-2 Specific Use and are developed with residential homes and duplexes.

Zoning Request and Analysis
Item Summary
The subject property is addressed as 6030 3rd Street and is located north and south of 3rd Street and west of Huron Avenue. The applicant requests a zone change from R-1 and A-1 to R-2.

Current zoning: **Single-Family District (R-1) and Family Apartment District (A-1)**

Requested zoning: **Two-Family District (R-2)**

Intent Statements
The intent of the current R-1 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 current 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 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."

Traffic Network/Infrastructure Impacts
The proposed rezoning location will be along 3rd Street. 3rd Street is designated as a Local Street by the Master Thoroughfare Plan, 2018. Local Streets typically 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 "Low Density Residential" and "Public/Semi-Public" land uses. While the proposed zone change to R-2 is not consistent with this designation, it is appropriate in this location next to the R-2 zoning that is already established to the east of the property, making this request in moderate conformance with the Comprehensive Plan.

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 uses and may need additional public improvements to support the intensity of uses described in the R-2 zoning district, as the property is currently 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

Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 1893-EE

Allowable Uses: Two-Family District (R-2)

Transportation: The proposed development has point of access from 3rd Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
3rd Street, Local Street, Completed	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 64 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

District 6

5.11 **Zone Case 1893-EE**: Seventeen Services, LLC for Wag 2.0, LLC

Request for a zone change from Single-Family District (R-1), and Family Apartment District (A-1) to Two-Family District (R-2), at:

- Generally located north and south of 3rd Street and west of Huron Avenue, on 2.505 acres of unplatted land out of Block JS, Section 2.

PLANNER ASHLEY PADILLA stated there were eighteen (18) notifications sent out with one (1) returned in favor and zero (0) returned in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

Applicant stated he was available if the board had questions, but otherwise chose not to address the board.

In Opposition: DANNY RATHER, 301 North Durham Avenue, said he was not sure of his stance, but had questions about the project. He wanted to know the minimum square footage and density. If something was going near his residence, he wants to be sure of the quality.

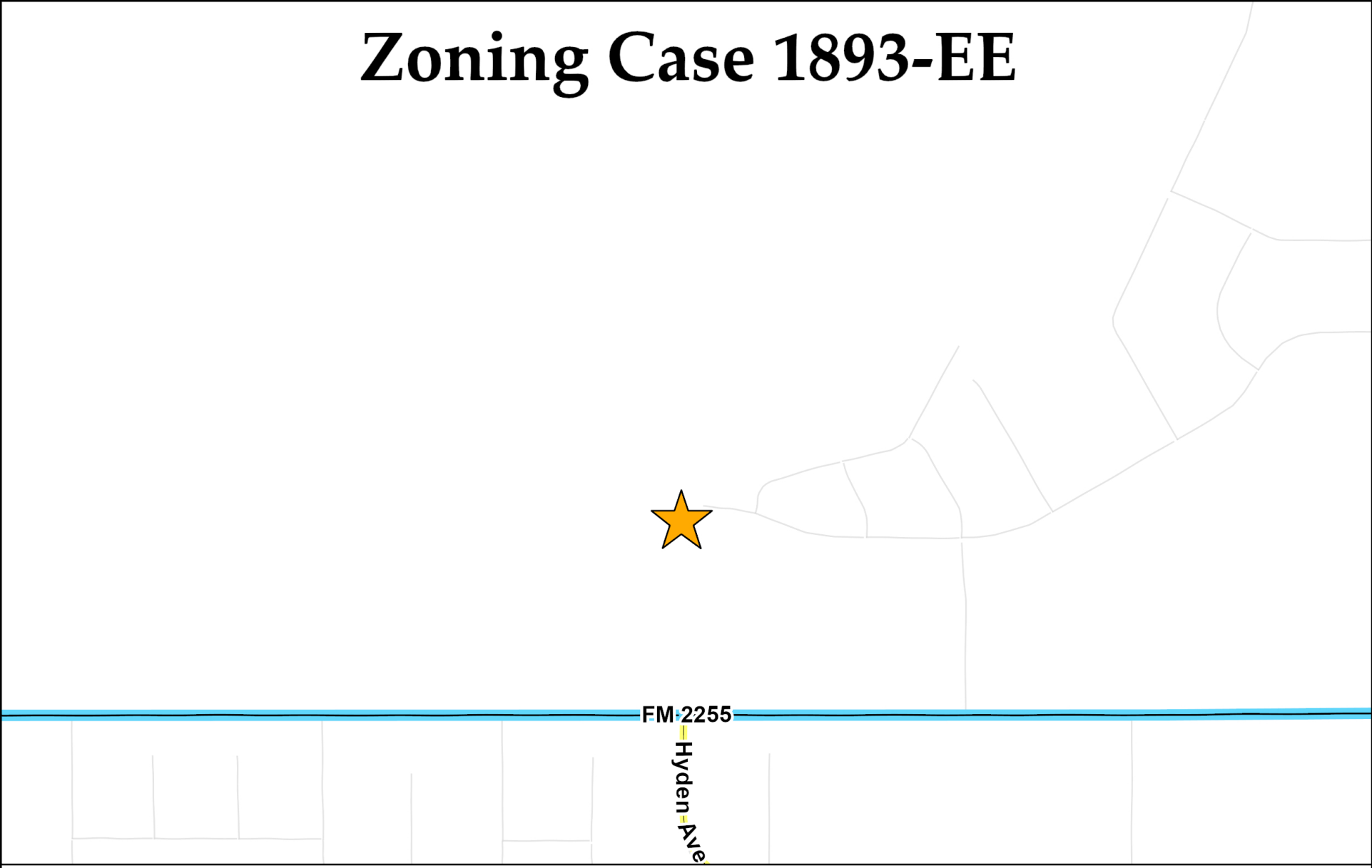
APPLICANT TYLER GENTRY, 1500 Broadway, suite 203, with Seventeen Services, discussed the site plan. Their goal is to close the right-of-way and construct a townhome development that will be consistent with the look of the street.

MR. RATHER stated he was in support of the project.

No one else spoke in favor or in opposition to the request.

In the matter of **Zone Case 1893-EE,** a motion was made by **JAMES BELL** and seconded by **SUSAN TOMLINSON** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Zoning Case 1893-EE



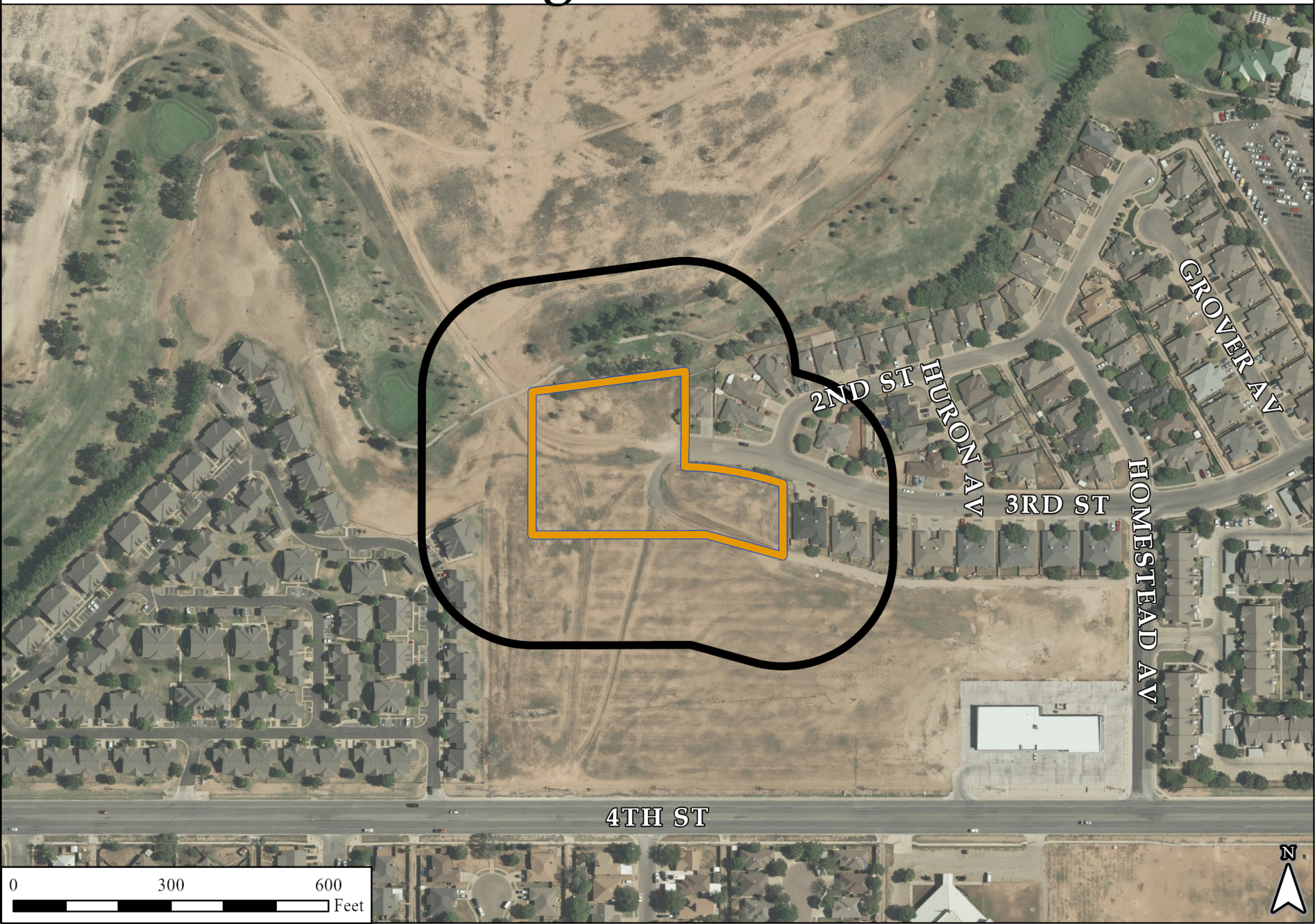
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

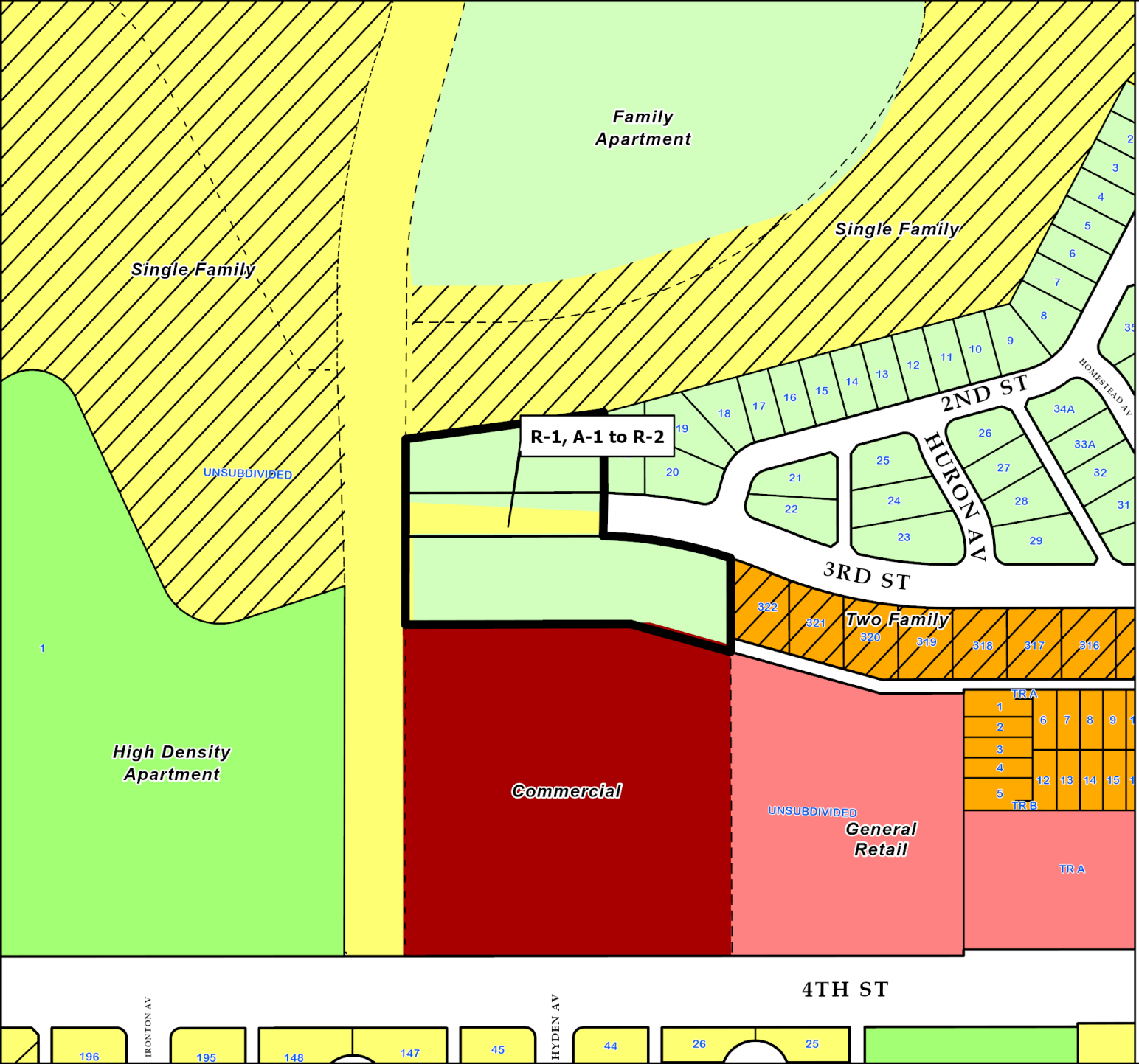
N
W E
S

Date Exported: November 2022


PZC Mailout
Notifications Received
N
Legend
LocatorPnt1893_EE
MailoutBuffer1893_EE
<all other values>
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 11/29/2022
0
75
150
300 Feet

Zoning Case 1893-EE





Current Zoning

1893-EE

Zoning Districts

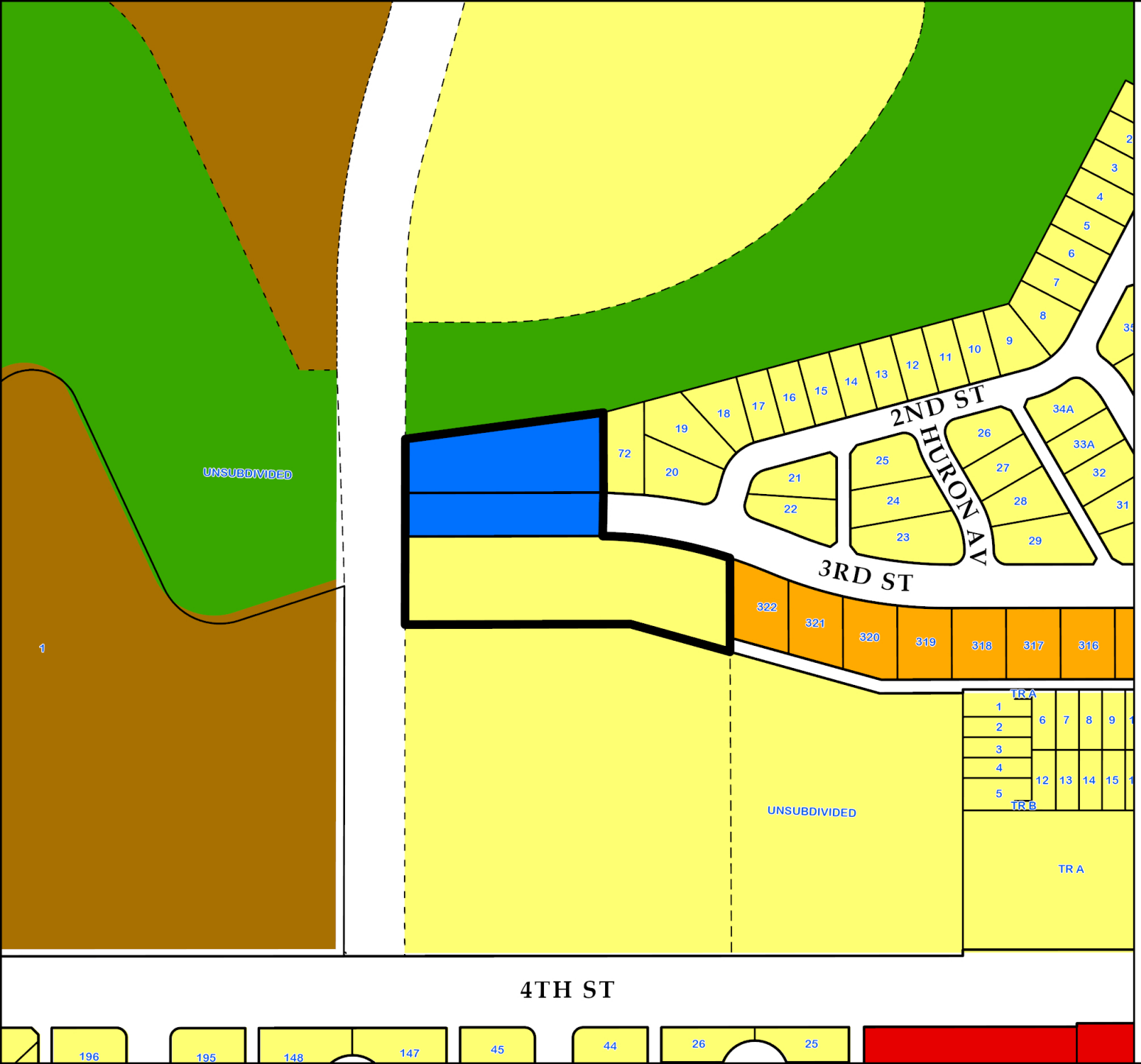
- Family Apartment
- High Density Apartment
- General Retail
- Commercial
- Single Family
- Single Family Specific Use
- Two Family
- Two Family Specific Use

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2022



Future Land Use Plan
Case 1893-EE

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

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2022

1893-EE



Subject property. View to the West.



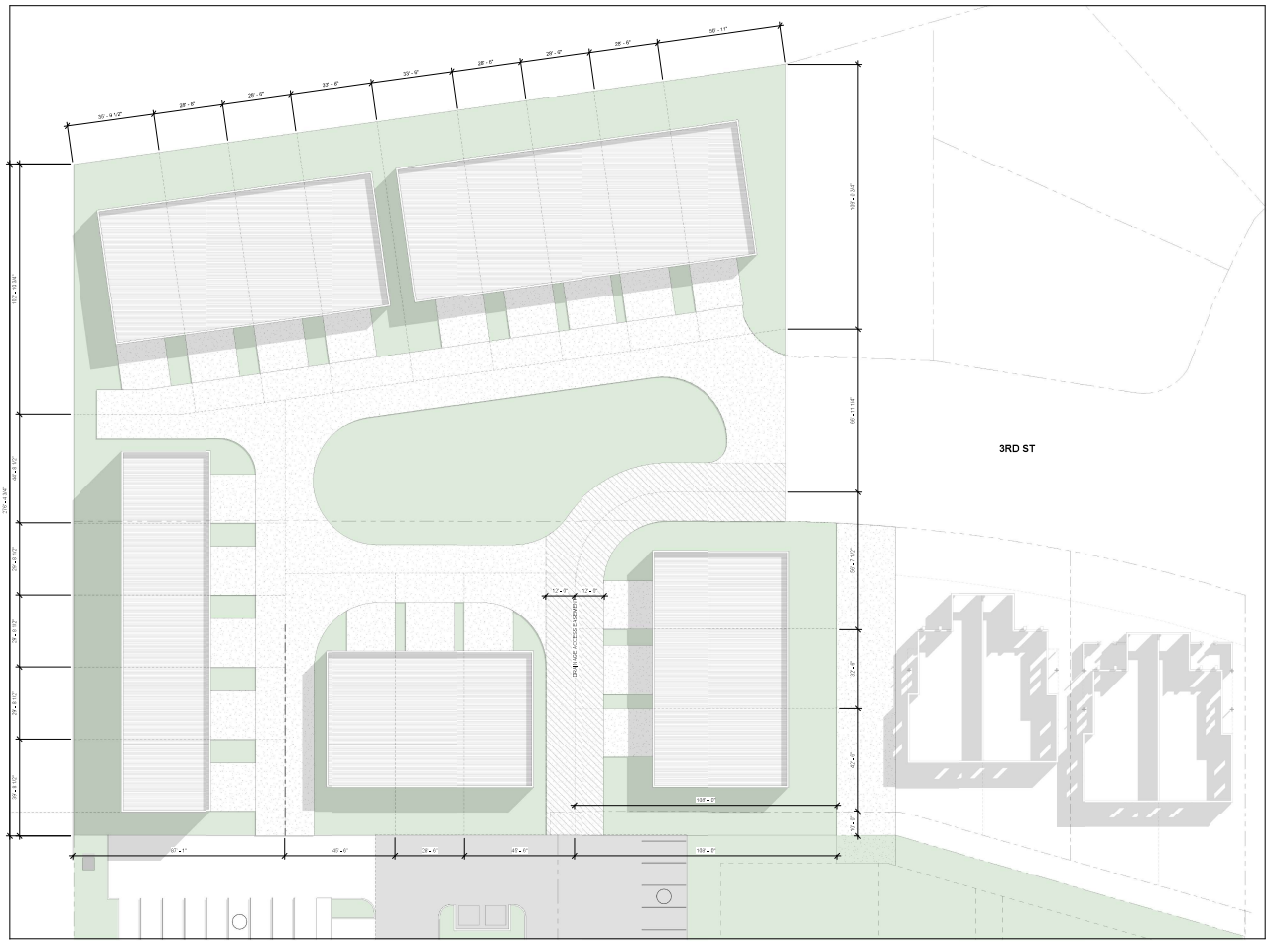
View to the East.



View to the South.



View to the North.



1 Architectural Site Plan
1/16" = 1'-0"

All designs, plans, images, text, and other content found on this page are protected by U.S. and international copyright law and may not be reproduced, duplicated, modified, or distributed, in whole or in part, without the express written consent of Seventeen Services Inc., All drawings purchased from Seventeen Services are protected by U.S. and international copyright law. It is illegal to duplicate, reproduce, resell, modify, redistribute, lease, or loan, in whole or in part, from the plans without the expressed written consent of Seventeen Services Inc.

REVISIONS:

DATE	DESCRIPTION

3RD STREET TOWNHOMES

3rd Street Lubbock, TX

17services.com

TYLER GENTRY
REGISTERED TEXAS
ARCHITECT #27212

PRELIMINARY DRAFT

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

10/25/2022 9:47:34 AM

Seventeen Services Inc.
Texas Architecture Firm BR 3014

1500 Broadway Ste. 203
Lubbock, TX 79401
806.787.8533
tyler@17services.com

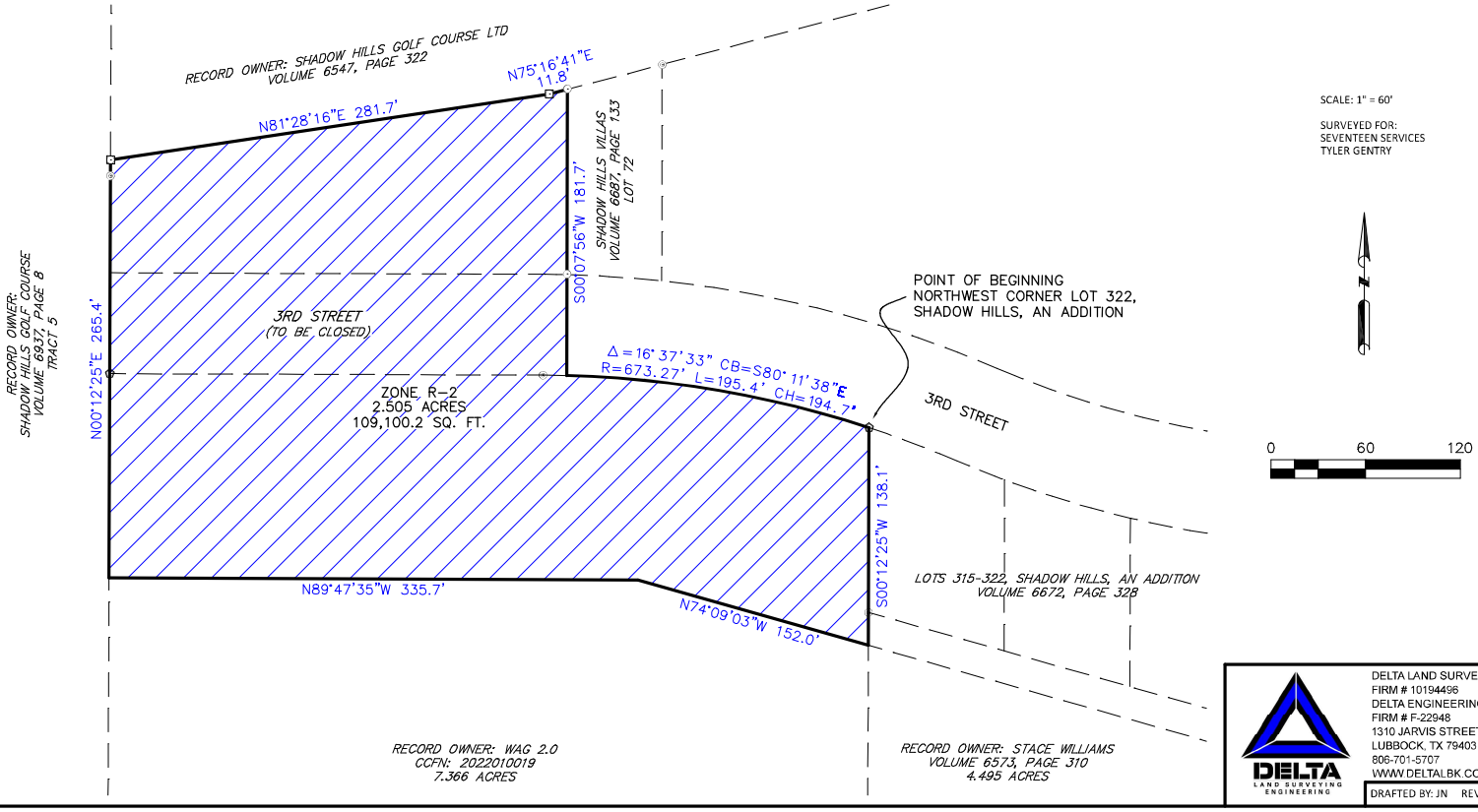
Project Number	2869
Date	2022.09.26
Drawn By	JV
Sheet Size	E1 30X42

Site Plan

A1

ZONE CASE SKETCH

OF A 2.505 ACRE (109,100.2 SQ. FT.) TRACT OF LAND
BEING OUT OF SECTION 2, BLOCK JS, LUBBOCK COUNTY,
TEXAS



DELTA LAND SURVEYING, LLC
FIRM # 10194496
DELTA ENGINEERING, LLC
FIRM # F-22948
1310 JARVIS STREET
LUBBOCK, TX 79403
806-701-5707
WWW.DELTALBK.COM

DRAFTED BY: JN REV. BY: JN

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 3rd Street and Homestead

Lots/Tracts: BLK JS SEC 2 AB 756 TR 2

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 2.59

Existing Land Use: Unplatted Existing Zoning: A-1 and R-1

Requested Zoning: R-2

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Seventeen Services, LLC

Name: Tyler Gentry

Address: 1500 Broadway Street STE 203 City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806.787.8533 Email: tyler@17services.com

Applicant's Signature: _____

Date: 10/03/2022 Printed Name: Tyler Gentry

Owner Information

Firm Name: Wag 2.0 LLC

Owner: _____

Address: 1500 Broadway Street STE 1400 City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806.438.6668 Email: mont.mcclendon@mcdougal.com

Property Owner's Signature: _____

Date: _____ Printed Name: _____

Preparer Information

Preparer's Signature: _____

Date: 10/03/2022 Printed Name: Tyler Gentry

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.:** ***1893-EE***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Mark G. Anderson Melissa A. Anderson

Signature: Mark G Anderson Melissa A Anderson

Address: 9814 S. Salisbury, Lub TX, 79424

Address of Property Owned: 6001 to 6011 3rd St. (6001, 6003, 6005, 6007, 6009, 6011)

Phone Number: 806-789-6275

Email: manderson@adc-group.com

Zone Case Number: **1893-EE** R160086 Recipient 18 of 18

ANDERSON MARK G & MELISSA A
9814 SALISBURY AVE
LUBBOCK TX 79424-5009

RECEIVED
NOV 28 2022
BY:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2022-O0185, for Zone Case 2931-E, a request of AMD Engineering, LLC for North Loop 289, LTD, for a zone change from Single Family District (R-1) and High-Density Apartment District (A-2) to Two-Family District (R-2), at 223 North Chicago Avenue, located south of Colgate Street and west of North Chicago Avenue, on 32.08 acres of unplatted land out of Block JS, Section 1.

Item Summary

On December 13, 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 December 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance - 2931-E
ZC2931-E_Report
Documentation - 2931-E

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. 2931-E; A ZONING CHANGE FROM R-1 AND A-2 TO R-2 ZONING DISTRICT AT 223 NORTH CHICAGO AVENUE, LOCATED SOUTH OF COLGATE STREET AND WEST OF NORTH CHICAGO AVENUE, ON 32.08 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 1, 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. 2931-E

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 and A-2** to **R-2** zoning district at **223 North Chicago Avenue, located south of Colgate Street and west of North Chicago Avenue, on 32.08 acres of unplatted land out of Block JS, Section 1,** 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/ZC2931-E
December 1, 2022

AMD ENGINEERING, LLC

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 1, BLOCK JS,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 32.08-acre tract of land located in Section 1, Block JS, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at the southeast corner of the of the Horizon West Addition, Tract A parcel (Vol:1625, Page: 32);

THENCE S 89° 56' 59" E an approximate distance of 1878.70 feet;

THENCE S 00° 13' 25" E an approximate distance of 30.07 feet;

THENCE S 45° 13' 25" E an approximate distance of 21.21 feet;

THENCE S 00° 13' 25" E an approximate distance of 250.69 feet;

THENCE N 89° 59' 20" W an approximate distance of 460.22 feet;

THENCE S 00° 13' 25" E an approximate distance of 560.94 feet;

THENCE N 89° 58' 45" W an approximate distance of 853.34 feet;

THENCE S 00° 06' 00" W an approximate distance of 31.92 feet;

THENCE N 89° 56' 05" W an approximate distance of 218.82 feet;

THENCE Southwesterly along a curve to the left having a radius of 315.97 feet, an arc length of 105.22 feet, a central angle of 19° 04' 45", a chord distance of 104.73 feet, and a chord bearing of S 54° 32' 22" W to a point of intersection along the southern property line of this tract;

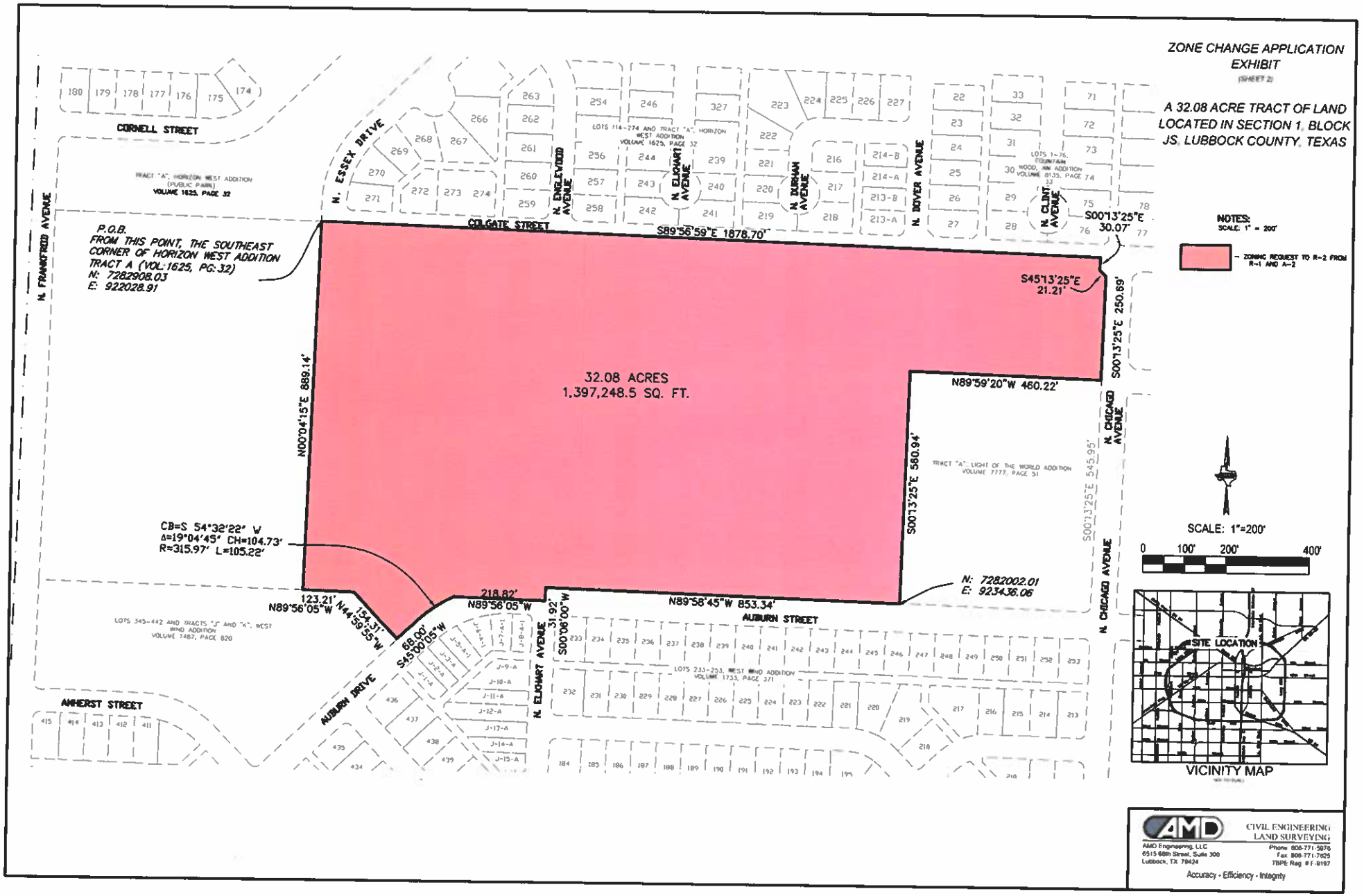
THENCE S 45° 00' 05" W an approximate distance of 68.00 feet;

THENCE N 44° 59' 55" W an approximate distance of 154.31 feet;

THENCE N 89° 56' 05" W an approximate distance of 123.21 feet;

THENCE N 00° 04' 15" E an approximate distance of 889.14 feet to the Point of Beginning and containing approximately 32.08-acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.


ZONE CHANGE APPLICATION EXHIBIT
(SHEET 2)
A 32.08 ACRE TRACT OF LAND LOCATED IN SECTION 1, BLOCK JS, LUBBOCK COUNTY, TEXAS
NOTES:
SCALE: 1" = 200'
ZONING REQUEST TO R-2 FROM R-1 AND A-2
P.O.B.
FROM THIS POINT, THE SOUTHEAST CORNER OF HORIZON WEST ADDITION TRACT A (VOL: 1625, PG: 32)
N: 7282908.03
E: 922028.91
32.08 ACRES
1,397,248.5 SQ. FT.
S89°56'59"E 1678.70'
S45°13'25"E 21.21'
S00°13'25"E 30.07'
S00°13'25"E 250.69'
N89°59'20"W 460.22'
S00°13'25"E 560.94'
S00°13'25"E 545.95'
N00°04'15"E 889.14'
CB=S 54°32'22" W
Δ=19°04'45" CH=104.73'
R=315.97' L=105.22'
123.21' N89°56'05"W
154.31' N44°59'55"W
218.82' N89°56'05"W
68.00' S45°00'05"W
31.92' S00°08'00"W
N89°58'45"W 853.34'
N: 7282002.01
E: 9234.36.06
CORNELL STREET
COLGATE STREET
AUBURN STREET
AMHERST STREET
N. FRANKFORD AVENUE
N. ESSEX DRIVE
N. ENGLEWOOD AVENUE
N. ELKHART AVENUE
N. DURHAM AVENUE
N. DOVER AVENUE
N. CLINT AVENUE
N. CHICAGO AVENUE
AUBURN DRIVE
TRACT "A", HORIZON WEST ADDITION (PUBLIC PARK) VOLUME 1625, PAGE 32
LOTS 114-274 AND TRACT "A", HORIZON WEST ADDITION VOLUME 1625, PAGE 32
LOTS 1-76, FOUNTAIN WOOD, AN ADDITION VOLUME 8135, PAGE 74
TRACT "A", LIGHT OF THE WORLD ADDITION VOLUME 7777, PAGE 51
LOTS 345-442 AND TRACTS "J" AND "K", WEST END ADDITION VOLUME 1487, PAGE 820
LOTS 233-253, WEST END ADDITION VOLUME 1733, PAGE 371
SCALE: 1"=200'
0 100' 200' 400'
SITE LOCATION
VICINITY MAP
AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 66th Street, Suite 300
Lubbock, TX 79424
Phone 806-771-5076
Fax 806-771-7025
TBPE Reg # F-9197
Accuracy - Efficiency - Integrity

Planning Department
City of Lubbock

Staff Report	Zone Case 2931-E
City Council Meeting	December 13, 2022

Applicant AMD Engineering, LLC

Property Owner North Loop 289, LTD

Council District 6

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- September 11, 1958, Ordinance No.1958-2536: The subject property was annexed into city limits and zoned Single-Family District (R-1).
- March 14, 2002, Ordinance No. 2002-O0020: The northeastern portion of the subject property was rezoned from R-1 to High-Density Apartment District (A-2).
- December 1, 2022, Zone Case 2931-E: The Planning and Zoning Commission recommended approval for a zone change from Single Family District (R-1) & High- Density Apartment District (A-2) to Two-Family District (R-2) by a vote of 6-0-0.

Notification Summary

- Notifications Sent: 88
- Received In Favor: 0
- Received In Opposition: 3

Site Conditions and History

The subject property consists of 32.08 acres of vacant, unplatted land out of Block JS, Section 1.

Adjacent Property Development

The property is surrounded by single family residences, zoned R-1 and R-1 Specific Use to the north and west, a church to the south and apartments both zoned A-2 to the east.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 223 North Chicago Avenue, south of Colgate Street and west of Chicago Avenue. The applicant is requesting a zone change to Two-Family District (R-2).

Current zoning: **Single Family District (R-1) & High-Density Apartment District (A-2)**

Requested zoning: **Two-Family District (R-2)**

Intent Statements

The intent of the current R-1 zoning "…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 current A-2 zoning "…to promote high-density multi-family developments and compatible land uses in harmony with lower-density uses. The regulations are designed to provide the occupants with safe and convenient housing within an aesthetically pleasing environment in proper relationship to adjacent land uses."

The intent of the proposed (R-2) zoning"…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."

Traffic Network/Infrastructure Impacts
The property is located south of Colgate Street, which is designated as a Local Street and west of North Chicago Avenue which is designated as a Collector Street by the Master Thoroughfare Plan, 2018. Local Streets provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts. Collector Streets are designed for medium volumes of vehicles operating at lower speeds (i.e., 30-35 mph).

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. It is appropriate adjacent to other residential uses.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates the subject property for Residential Low Density uses. The requested zone change is consistent with this designation and is appropriate in this location, adjacent to other residential uses.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance and the location is appropriate for R-2.

Suitability of Property for Allowed Uses
The property is suitable for the proposed use and will not require additional public improvements to support the intensity of this use.

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

Cassie Bermea
Planner
Planning Department
806-775-2096
cassiebermea@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Allowable Uses: Two-Family District (R-2)

Transportation: The proposed development has a point of access from North Chicago Avenue, Colgate Street and Auburn Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
North Chicago Avenue *Collector (Complete)*	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 64 feet, four-lane, undivided, paved
Colgate Street Local Street	R.O.W. 28 feet, two-lane, undivided, paved	R.O.W. 55 feet, two-lane, undivided, paved
Auburn Street Collector (Complete)	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 64 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

District 6

5.12 **Zone Case 2931-E:** AMD Engineering, LLC for North Loop 289, LTD

Request for a Zone change from Single Family District (R-1) & High Density Apartment District (A-2) to Two-Family District (R-2), at:

- 223 North Chicago Avenue, located south of Colgate Street and west of North Chicago Avenue, on 32.08 acres of unplatted land out of Block JS, Section 1.

PLANNER CASSIE BERMEA stated there were twelve (88) notifications sent out and one (0) returned in favor and three (3) returned in opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT CORY DULIN, 6515 68th Street, with AMD Engineering, advised that decades ago, there were deed restrictions registered with this property, requiring lots adjacent to Auburn Street to stay single-family. As part of their development, what mirrors single-family on the south side of Auburn Street will stay single-family. On Colgate, they will limit access to one gated entrance for residences, but it will not be the main entry. The main entry will be on the west side of Auburn.

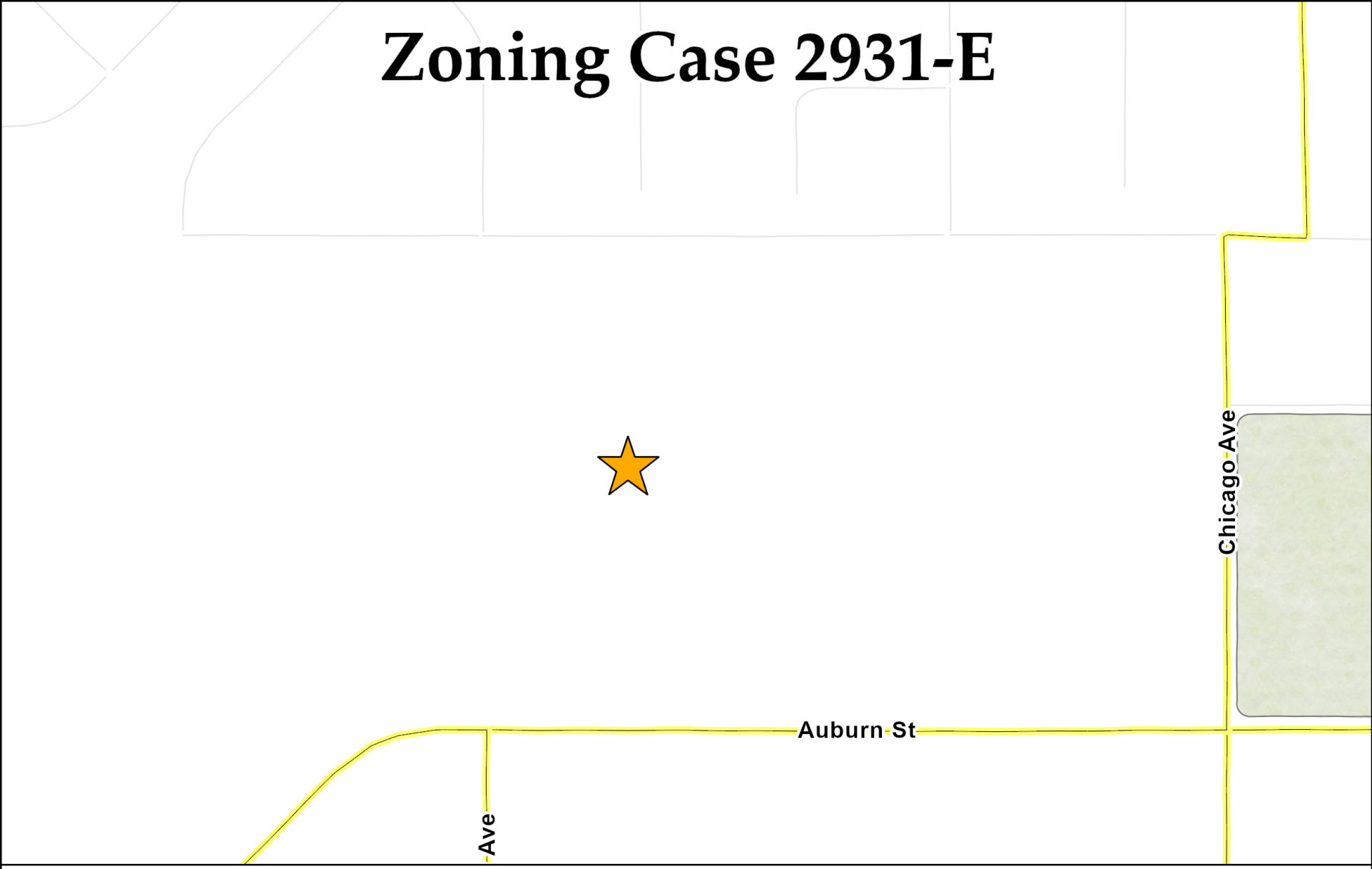
In Opposition: TOM MULLINS, 310 North Essex, stated he has lived in the area for 34 years. The area changed a lot when Walmart was constructed, but it really downgraded when duplexes to the east were built. Colgate Street is a war zone, and he has to slam on his brakes to prevent accidents due to low visibility at rear alley entrances. He bought his property with the understanding it was all residential. He surmised the project will add 312 residents and roughly 624 cars which Colgate Street cannot handle.

In Favor: TYLER GENTRY, 1500 Broadway Suite 203, stated he is involved in this project and would like to point out that R-2 is not high-density. Accidents happen on all streets in the area, but the project will distribute the traffic and help that issue.

No one else spoke in favor or in opposition to the request.

In the matter of **Zone Case 2931-E**, a motion was made by **JAMES BELL** and seconded by **ABEL HERNANDEZ** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

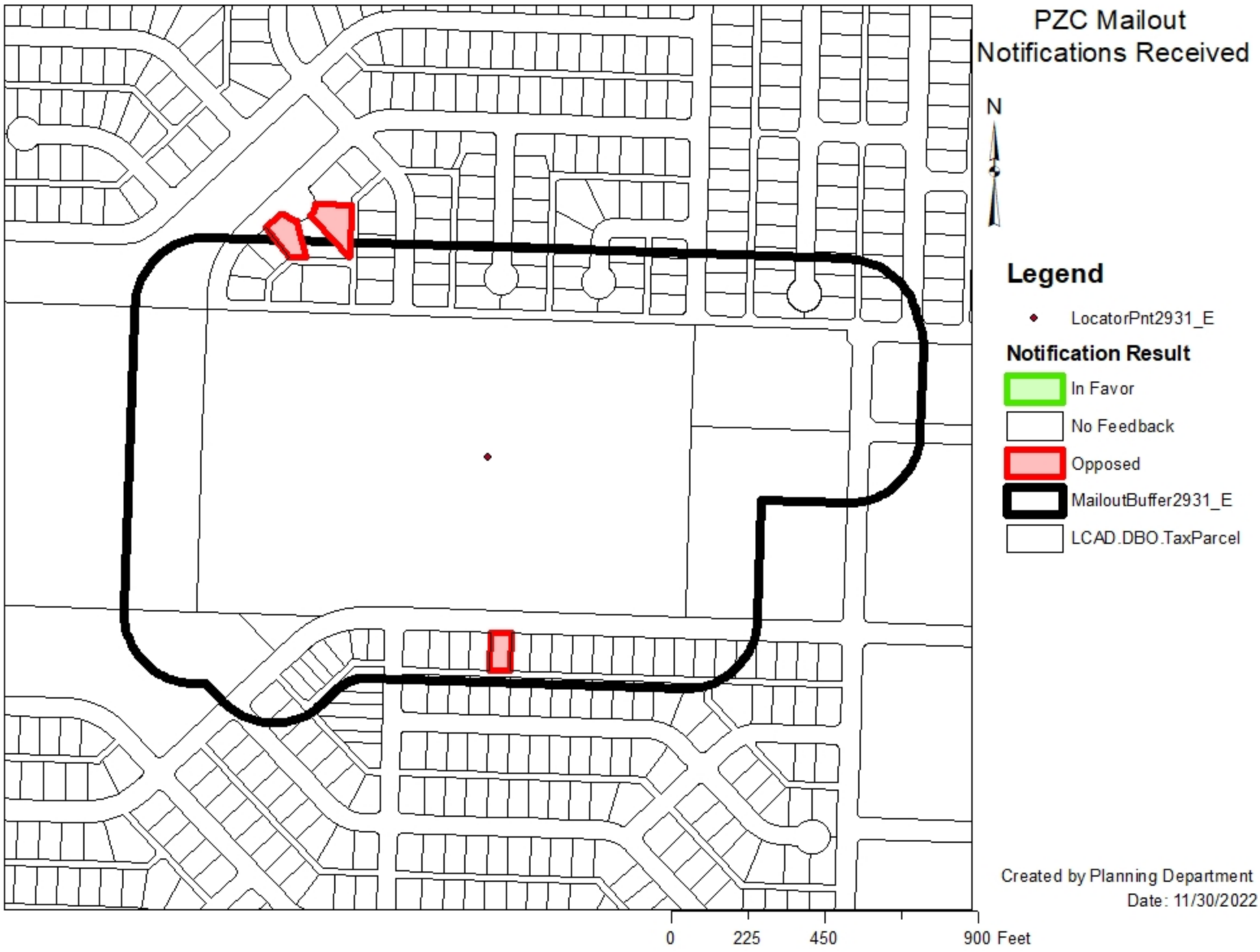
Zoning Case 2931-E



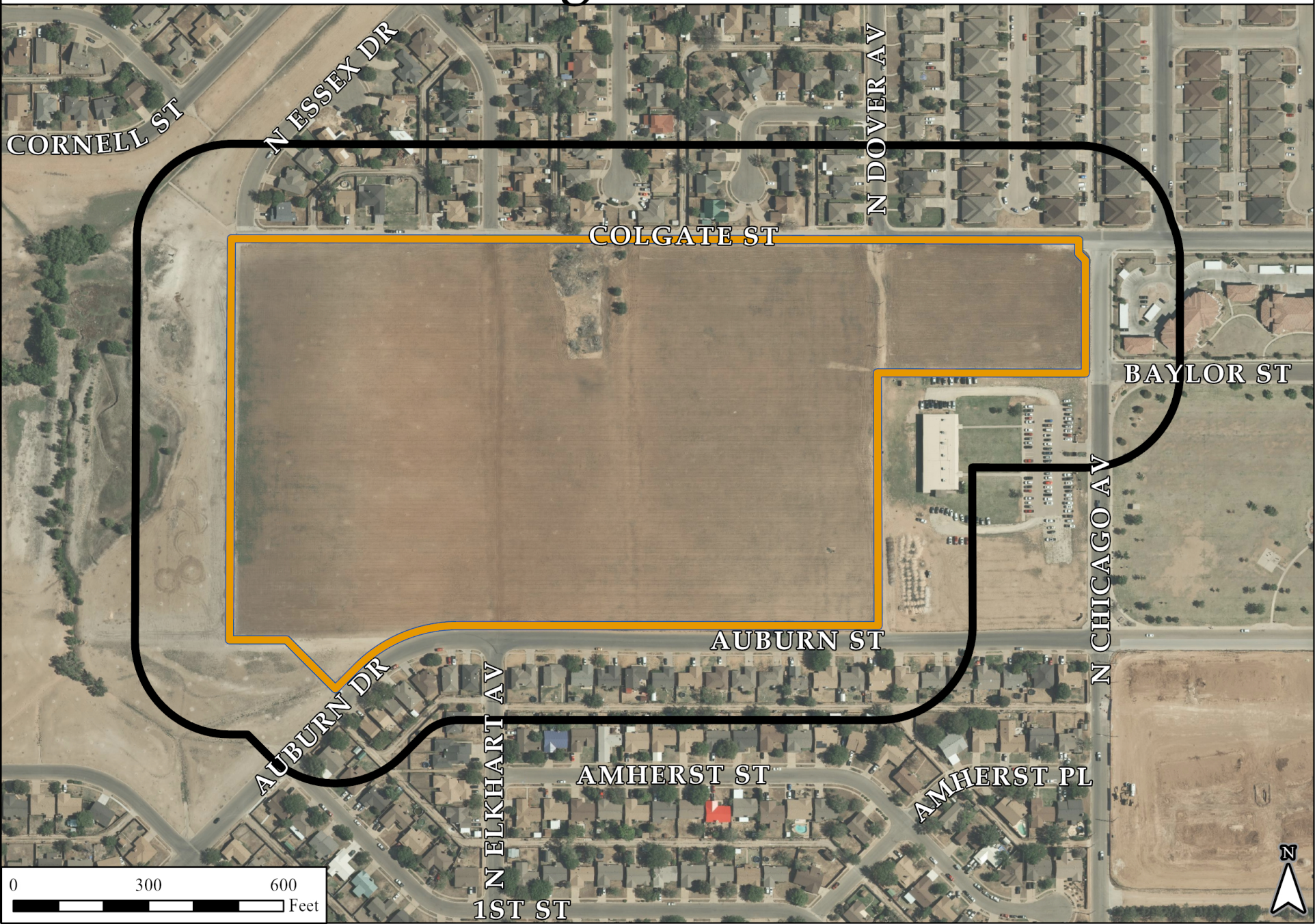
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

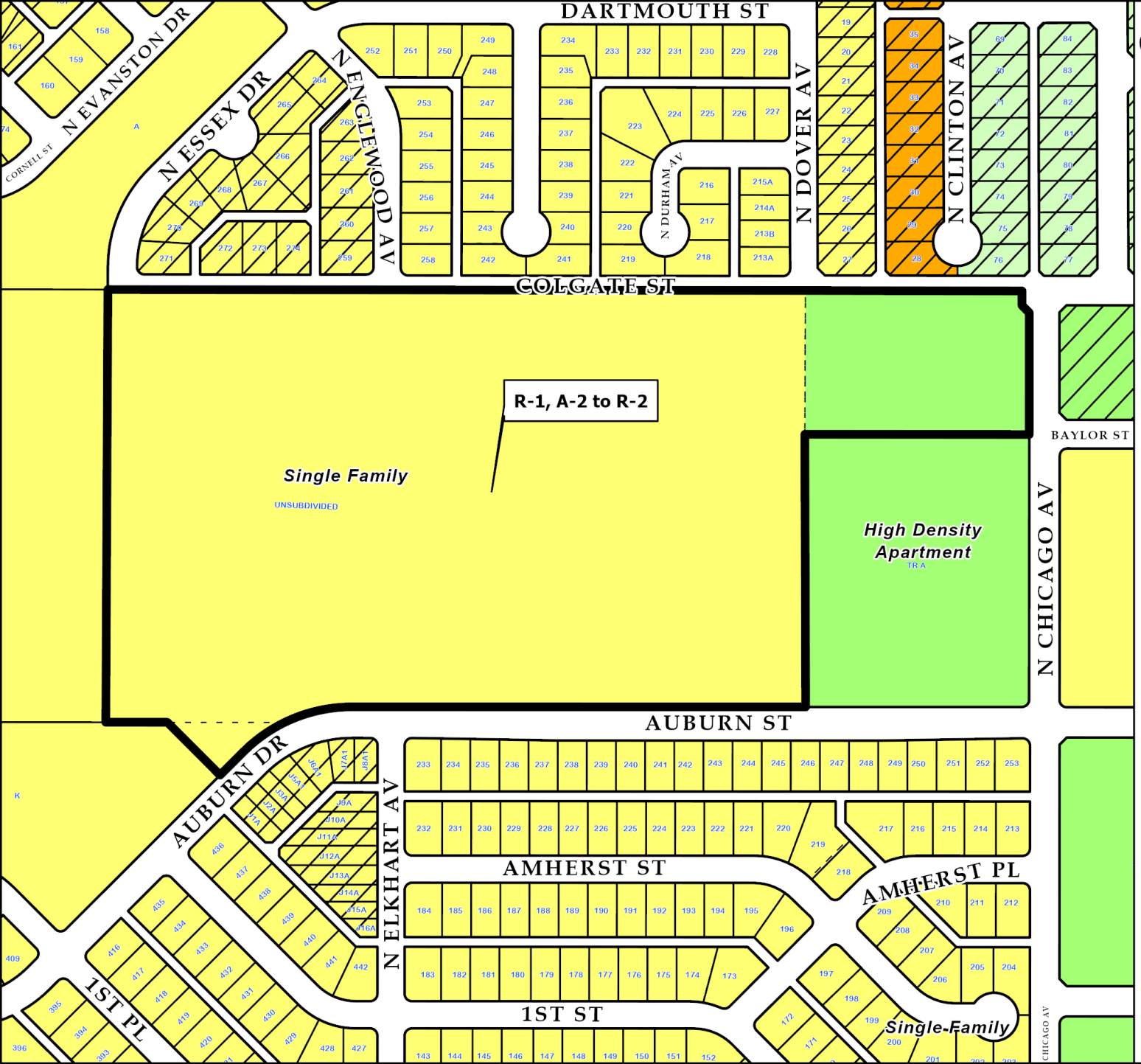
N
W E
S

Date Exported: November 2022


PZC Mailout
Notifications Received
N
Legend
LocatorPnt2931_E
Notification Result
In Favor
No Feedback
Opposed
MailoutBuffer2931_E
LCAD.DBO.TaxParcel
Created by Planning Department
Date: 11/30/2022
0
225
450
900 Feet

Zoning Case 2931-E





Current Zoning

2931-E

Zoning Districts

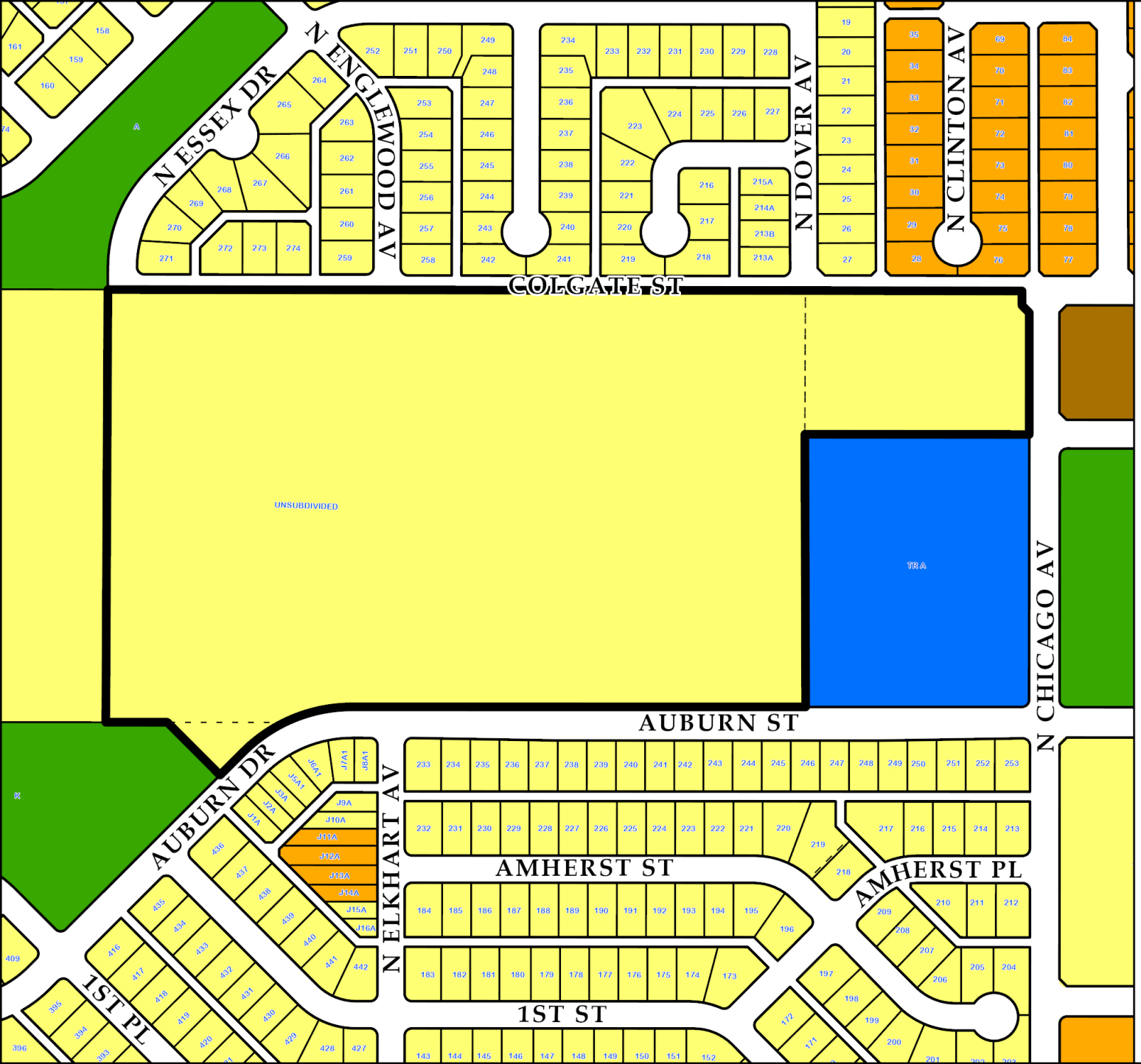
- Family Apartment Specific Use
- High Density Apartment
- High Density Apartment Specific Use
- Single Family
- Single Family Specific Use
- Two Family Specific Use

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2022



Future Land Use Plan
Case 2931-E

Future Land Use Type

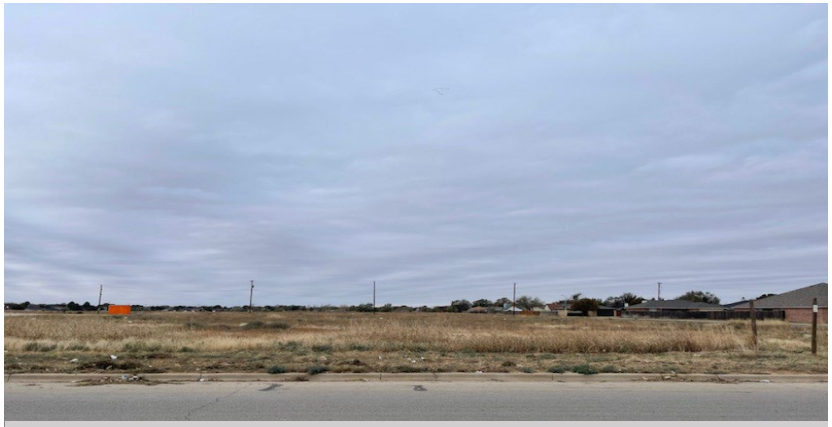
- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2022



Subject Property—West View.



East View.



North View.



South 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: Northwest of the intersection of Auburn St. and N. Chicago Ave.

Lots/Tracts: _____

Survey & Abstract: Located in Section 1, Block JS, Lubbock County, Texas

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 32.08 acres

Existing Land Use: _____ Existing Zoning: R-1 & A-2

Requested Zoning: R-2

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC

Name: Tyler Apple, PE

Address: 6515 68th Street, Suite 300 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: tapple@amdeng.com

Applicant's Signature: Tyler Apple

Date: 10/24/2022 Printed Name: Tyler Apple

Owner Information

Firm Name: North Loop 289, LTD

Owner: Paul Terrill, Manager of General Partner

Address: 810 W 10th Street City: Austin State: TX

ZIP Code: 78701 Telephone: 512-474-9100 Email: pterrill@terrillwaldrop.com

Property Owner's Signature: _____

Date: 10/24/2022 Printed Name: Paul Terrill

Preparer Information

Preparer's Signature: Tyler Apple

Date: 10/24/2022 Printed Name: Tyler Apple

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.:** ***2931-E***

In Favor ____

Opposed X

Reasons and/or Comments:

Print Name Henry Knapp

Signature: Henry Knapp

Address: 5533 auburn st Lubbock, TX 79416

Address of Property Owned: R115425 R9298000 00000 02370-000 West blvd L237

Phone Number: 651-207-9039

Email: Knappers1960@gmail.com

Zone Case Number: **2931-E** R115425 Recipient 26 of 88

KNAPP, HENRY
5533 AUBURN ST
LUBBOCK TX 79416

RECEIVED
NOV 30 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.:** ***2931-E***

In Favor ___

Opposed X

Reasons and/or Comments:

There are too many apartments and duplexes encroaching into residential neighborhood as it is. Adding all those cookie cutter duplexes will destroy our single family area here. It is zoned as residential on the bulk of that propety and we have always expected to have single family neighbors – not a bunch of University students along with the social/and traffic issues they bring. There are a lot of retired people here who own + take pride in their homes. This will be degrading to our neighborhood + lose Property Values

Print Name Kathleen Alldredge

Signature: Kathleen Alldredge

Address: 312 N. Essex DR.

Address of Property Owned: 312 N. Essex Dr.

Phone Number: 806-778-5974

Email: KathyMAlldredge@gmail.com

Zone Case Number: **2931-E** R123219 Recipient 6 of 88

ALLDREDGE, KATHLEEN
312 N ESSEX DR
LUBBOCK TX 79416

RECEIVED
NOV 30 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.:** ***2931-E***

In Favor ____

Opposed ✓

Reasons and/or Comments:

Would be happier if traffic opened up onto Frankford instead of into neighborhood

Print Name Tom Mullen

Signature: _____

Address: 310 N Essex Dr Lubbock, Tx 79416

Address of Property Owned: 310 N Essex Dr

Phone Number: _____

Email: mullenconstruction@gmail.com

Zone Case Number: **2931-E** R123245 Recipient 32 of 88

MULLEN THOMAS H II
310 N ESSEX DR
LUBBOCK TX 79416-1342

AI# 11263
Regular City Council Meeting
01/10/2023:

6. 1.

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the American Windmill Museum, Inc. Board of Directors, Animal Services Advisory Board, Central Business District Tax Increment Financing (TIF) Reinvestment Zone Board of Directors, Community Development & Services Board, Cultural Arts Grants Review Standing Sub-Committee, Health/Educational Facilities Development Corporation, Housing Finance Corporation, Libraries Board, Lubbock Business Park Tax Increment Financing (TIF) Reinvestment Zone Board of Directors, North Overton Tax Increment Finance District Board of Directors, Permit and License Appeal Board, Planning & Zoning Commission, Urban Design/Historic Preservation Commission, Urban Renewal / Neighborhood Redevelopment Commission, and the Zoning Board of Adjustment.

Item Summary

Consider appointments to the American Windmill Museum, Inc. Board of Directors, Animal Services Advisory Board, Central Business District Tax Increment Financing (TIF) Reinvestment Zone Board of Directors, Community Development & Services Board, Cultural Arts Grants Review Standing Sub-Committee, Health/Educational Facilities Development Corporation, Housing Finance Corporation, Libraries Board, Lubbock Business Park Tax Increment Financing (TIF) Reinvestment Zone Board of Directors, North Overton Tax Increment Finance District Board of Directors, Permit and License Appeal Board, Planning & Zoning Commission, Urban Design/Historic Preservation Commission, Urban Renewal / Neighborhood Redevelopment Commission, and the Zoning Board of Adjustment.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.

AI# 11264
Regular City Council Meeting
01/10/2023:

6. 2.

Information

Agenda Item

Board Appointments - City Secretary: Declare three appointments by the Mayor to the Lubbock Housing Authority Board of Commissioners: Toby Cecil, Vecelia Mann, and Jerry Ramirez.

Item Summary

Per Local Government Code, Section 392.031, the presiding officer of the governing body of a municipality shall appoint persons to serve as commissioners of the housing authority. An appointed commissioner of the housing authority may not be an officer or employee of the municipality. The Mayor is appointing Toby Cecil, Vecelia Mann and Jerry Ramirez.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.

AI# 11183
Regular City Council Meeting
01/10/2023:

6. 3.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 1): Consider Ordinance No. 2022-O0176, for Zone Case 804-C, a request of Keller Williams Realtor for Kenneth Charles Ewings, for a zone change from Single-Family District (R-1) to Two Family District (R-2) at 1411 and 1501 East Kent Street, located north of East Kent Street and west of North Martin Luther King Jr. Boulevard, on 8.45 acres of unplatted land out of Block A, Section 10.

Item Summary

On December 13, 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 December 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance - 804-C
Staff Report - 804-C
Documentation - 804-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. 804-C; A ZONING CHANGE FROM R-1 TO R-2 ZONING DISTRICT AT 1411 AND 1501 EAST KENT STREET, LOCATED NORTH OF EAST KENT STREET AND WEST OF NORTH MARTIN LUTHER KING JR. BOULEVARD, ON 8.45 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 10, 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. 804-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 **R-1** to **R-2** zoning district at **1411 and 1501 East Kent Street, located north of East Kent Street and west of North Martin Luther King Jr. Boulevard, on 8.45 acres of unplatted land out of Block A, Section 10,** 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

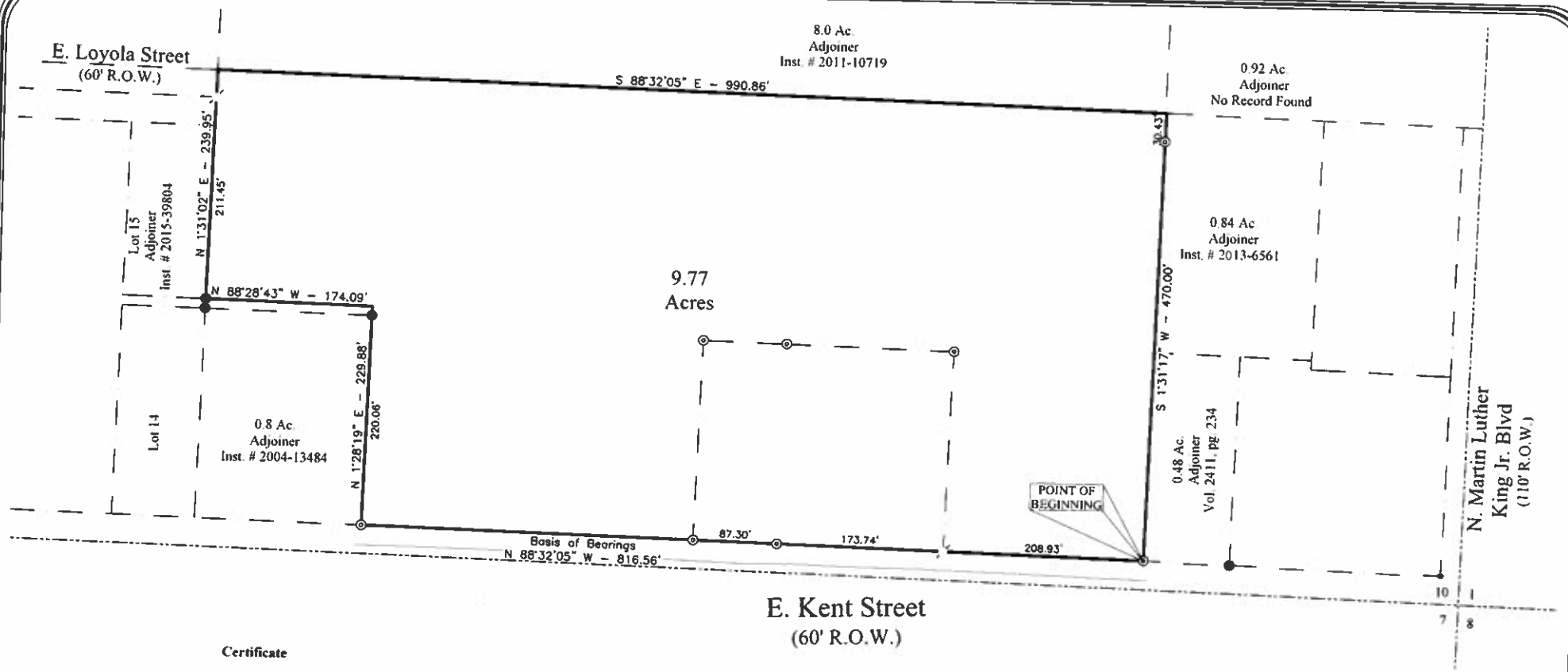
APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC804-C
December 1, 2022



Certificate

I do here by certify to **Kenneth Ewings** that this plat is true and correct to the best of my knowledge, information and belief and in my professional opinion, that it was prepared from a survey made on the ground under my supervision on this the **7th day of November, 2022**, that no visible above ground encroachments exist other than shown. Property is located in Zone X as according to the Flood Insurance Rate Map Panel 48303C0190E with an effective date 09/28/2007

Justin W. Cantwell, RPLS 6331

STATE OF TEXAS
REGISTERED
JUSTIN CANTWELL
6331
PROFESSIONAL
LAND SURVEYOR

LEGEND

- ● – Set 1/2" With Cap – "C.E.C. 10194378"
- ◎ – Found 1" Iron Pipe
- ⌀ – Found 1/2" Iron Pipe
- ——— – Property Line
- — — – Lot Line
- —·—·— – Section Line

N
W
E
S

SCALE: 1" = 100'

0 50' 100' 200'

Bearings Based on GPS Observations, Texas State Plane Coordinate System, North Central Zone, NAD 83 Datum

PLAT OF SURVEY

9.77 Acres
Section 10, Block A
1411 & 1501 E. Kent Street
Lubbock, Lubbock County, Texas

CENTERLINE ENGINEERING & CONSULTING, LLC.
6312 Upland Avenue, Lubbock, Texas 79424
(806) 470-0686
TBPE Reg. No. F-16713, TBPLS Reg. No. 10194378
OKLAHOMA CA NO. 8646

CENTERLINE ENGINEERING & CONSULTING, LLC

CENTERLINE ENGINEERING & CONSULTING, LLC.
8312 Upland Avenue, Lubbock, Texas 79424
(806) 470-8686
TBPE Reg. No. F-16713
TBPLS Reg. No. 10194378

LUBBOCK COUNTY, TEXAS

BEING a 9.77 acre tract out of Section 10, Block A, Abstract No. 1412, Lubbock County, Texas, and being all of those certain tracts as recorded in Instrument No. 2018044148 and Lubbock County Official Public Records, and being further described by metes and bounds as follows:

BEIGINNING at 1 inch iron pipe found in the North right-of-way line of East Kent Street for the Southeast corner, same the Southwest corner of a 0.48 acre tract as described in Volume 2411, page 234, Lubbock County Deed Records;

THENCE West 816.56 feet along said right-of-way line to a 1 inch iron pipe found for the Southerly most Southwest corner, same being the Southeast corner of a 0.8 acre tract as described in Instrument No. 200413484, Lubbock County Official Public Records;

THENCE N.0°00'24"E. at 220.06 feet along the East line of said 0.8 acre tract past a 1/2 inch iron rod found for the Northeast corner of said 0.8 acre tract, in all 229.88 feet to a point for a corner;

THENCE N.89°56'38"W. 174.09 feet to a 1/2 inch iron rod found the Northerly most Southwest corner, same being the Southeast corner of Lot 15 of the McClellan Addition;

THENCE N.0°89'33"E. at 211.45 feet along the East line of said Lot 15 past a 1/2 iron pipe in all 239.95 feet to a point for the Northwest corner, same being the Southwest corner of a 8.0 acre tract as described in Instrument No. 201110719, Lubbock County Official public Records;

THENCE S.89°53'18"E. 990.84 feet along the South line of said 8.0 acre tract to a 1 inch iron pipe found for the northeast corner, same being the Southeast of said 8.0 acre tract;

THENCE S.0°03'22'W. at 30.43 feet past a 1 inch iron pipe found, in all 470.00 feet along the West line of a 0.84 acre tract as described in Instrument No. 20136561, Lubbock County Official Public Records, and a 0.48 acre tract as described in Volume 2411, page 234, Lubbock County Deed records, to the POINT OF BEGINNING and containing 9.77 acres of land more or less.

Certificate

I do here by certify to **Kenneth Ewings** that this plat is true and correct to the best of my knowledge, information and belief and in my professional opinion; that it was prepared from a survey made on the ground under my supervision on this the **7th day of November, 2022**; that no visible above ground encroachments exist other than shown. Property is located in Zone X as according to the Flood Insurance Rate Map Panel 48303C0190E with an effective date 09/28/2007

Justin W. Cantwell, RPLS 6331



Planning Department
City of Lubbock

Staff Report	Zone Case 804-C
City Council Meeting	December 13, 2022

Applicant Keller Williams Realtor

Property Owner Kenneth Charles Ewings

Council District 1

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2533: The subject property was annexed into city limits and zoned Transition (T).
- April 6, 1960, Zone Case 0804, Ordinance No. 3093: The subject property was rezoned from T to Single Family District (R-1).
- December 1, 2022, Zone Case 804-C: The Planning and Zoning Commission recommended approval of a zone change from Single-Family District (R-1) to Two-Family District (R-2) by a vote of 6-0-0.

Notification Summary

- Notifications Sent: 14
- Received In Favor: 0
- Received In Opposition: 5 (39 from outside the notification boundary)

Site Conditions and History
The property consists of 9.77 acres of unplatted vacant land out of Block A, Section 10.

Adjacent Property Development
This property is surrounded by vacant land zoned Industrial Park District (IDP) and Single-Family District (R-1) to the south. To the west and east are residential properties zoned Single-Family District (R-1). To the north is vacant land zoned Single-Family District (R-1).

Item Summary
The subject property is generally located at 1411 East Kent Street, located north of East Kent Street and west of Martin Luther King Jr. Boulevard. The applicant is requesting a zone change from Single-Family District (R-1) to Family Apartment District (R-2).

Current zoning: **Single-Family District (R-1)**

Requested zoning: **Two-Family District (R-2)**

Intent Statements
The intent of the current R-1 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 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."

Traffic Network/Infrastructure Impacts
The location is along East Kent Street, which is designated as a Collector Street and west of Martin Luther King Jr. Boulevard which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018.Collector Streets provide access and movement within residential, commercial, and industrial areas. Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic.

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 Residential Low Density uses. Although the proposed zone change to R-2 would not be consistent with the Future Land Use Plan, R-2 would provide a buffer between the existing low-density residential and the Industrial Park zoning to the south.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located in an appropriate location along a Collector Street, near a Principal Arterial, and next to other residential properties.

Suitability of Property for Allowed Uses
The property is suitable for the uses allowed in the R-2 district. Additional infrastructure improvements may be necessary.

Attachments

A. Case Information
B. Thoroughfare Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Replies

Staff Contacts

Gregory Hernandez
Planner
Planning Department
806-775-3147
ghernandez@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Allowable Uses: Two-Family District (R-2)

Transportation: The proposed development has point of access from East Kent Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
East Kent Street, *Collector Avenue, Incomplete*	R.O.W. 40 feet, two-lane, undivided, unpaved	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

District 1

5.1 **Zone Case 804-C**: Keller Williams Realtor for Kenneth Charles Ewings
Request for a zone change from Single-Family District (R-1) to Family Apartment District (A-1) at:

- 1411 and 1501 East Kent Street, located north of East Kent Street and west of North Martin Luther King Jr. Boulevard, on 8.45 acres of unplatted land out of Block A, Section 10.

PLANNER GREG HERNANDEZ stated there were fourteen (14) notifications sent out and one (1) returned in opposition. The one in opposition stated concerns of increased crime and said the infrastructure could not handle the influx of people. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT SHANNON BYFORD, 10210 Quaker Avenue, with Keller Williams, stated Mr. Charles Ewings is her client. Keller Williams provided quotes on the applicant's homes and the applicant has opted to request a zone change, as it widens scope of uses for potential buyers. The higher A-1 zoning intensity was considered because developers can opt to have water governed by TCEQ if apartments are built.

BOARDMEMBER SUSAN TOMLINSON asked if the applicant had considered a zoning of R-2 instead of A-1 for compatibility with the area.

MS. BYFORD responded if R-2 meant multi-family, her client would be interested, as he expressed his vision was for townhomes and duplexes.

ASSISTANT CITY ATORNEY KELLI LEISURE asked staff to clarify permissibility of townhomes in R-2.

PLANNING DIRECTOR KRISTEN SAGER clarified townhomes are allowed in R-2 where each unit is on its own lot.

PLANNING MANAGER VICTOR ESCAMILLA added that a zone change to R-2 would necessitate a replat so land could be divided into required individual lots.

In Opposition: DONALD EARL WILLIAMSON JR., 1301 East Kent Street, stated his property borders the subject property, with the two sharing about 400 feet of fence. He canvased the neighborhood when he learned of the request and has encountered many neighbors who were not aware of the request, and are also opposed. He started a petition, getting a total of 60 signatures, of which, 36 had differing addresses. He presented concerns as those of all signees. Their major concern is development of an apartment complex. They do not think that use could provide maximum compatibility with the adjacent properties as required by City Ordinances. Reasons listed with the petition are:

- This is a small neighborhood, with East Kent having only 30 homes, and exclusively single family homes;
- Apartments would reduce marketability of their homes (recently, construction of the Amazon warehouse south of East Kent Street is proof of this feared outcome);
- The look would detract from the semi-rural character of the neighborhood;
- It would negatively affect the privacy of neighbors due to height allowance;
- Utilities would need to be upgraded due to a huge increase of people;
- Increase of vagrant population and crime;
- Increased traffic means an unsightly parking lot area and additional traffic on a narrow street with no curb or gutter.

BOARDMEMBER TANNER NOBLE asked **Mr. Williamson** if he would be agreeable to the more restrictive zoning of R-2 if the applicant agreed.

MR. WILLIAMSON responded that he and his wife definitely did not want apartments, but they would prefer if only single family homes were built there.

In Opposition: JEANNETTE CRUZ, 4804 North County Road 1900, stated she also owns 1112 East Loyola Street. She spoke of the community's willingness to go above and beyond. When the tornado hit in 1970, the Harrison home was destroyed. The neighbors pitched in and rebuilt the home in a week. When her father needed a place to live, the Harrison family sold the property to her. After her father passed, she let her niece move in. The home will stay in her family and she plans to retire to the home. Ms. Cruz reiterated the same concerns for decreased property values, decrease in privacy, and an increase in crime, traffic and noise. Apartments will burden the existing owners to pay the increased taxes and to take on costs accrued in ensuring necessary resources such as transport to public schools and emergency services.

MEMBER JAMES BELL pointed out the existing zoning already allows someone to build a two-story single family home. **PLANNING DIRECTOR KRISTEN SAGER** commented the maximum height allowance of 2 stories or 35 feet is same in R-1, R-2, and A-1.

In Opposition: MICHAEL TULLOS, 1111 East Kent Street, stated he has resided in the area for 50 years and he also lost a home to the tornado. Properties are mostly comprised of one-acre lots. He is concerned about an increase in density and stated the street is too narrow and is already crumbling at the shoulder. He is also very concerned about an increase in crime.

In Opposition: PETER DZIUK, 1511 East Kent Street, is retired from City Fire Department and has worked with the Fire Marshal and City Water Department in this area. The City infrastructure is a 2-inch cast iron water pipe on a dead end and it will not meet the State requirement of 20 PSI. The developer would have to supply water and loop the water line around the entire neighborhood, which would be a big, very costly project.

In Opposition: REBECCA CANTU, 917 East Newcomb Street, spoke on behalf of her 91 year old mother. She is proud of her neighbors coming together to oppose the case. Kent Street will not allow for a high-traffic flow in its current state and asked why the city would repair the street for the purposes of new construction, but not bother to do it for the current residents. She opposes anything other than residential housing.

ASSISTANT CITY ATTORNEY KELLI LEISURE advised the developer would be responsible for addressing each issue before approval to proceed with the project.

In Opposition: STEVE DEVORE, 301 East Kent Street, stated the property was annexed back in 1962 and has had few improvements since. He mentioned there is no pavement and asked who would be expected to pay for repairs. He has lived there several years without paved roads.

CHAIR SAWYER asked Ms. Byford if she spoke with the owner, and she responded in the affirmative. The owner is ok with amending the request to R-2 zoning, instead of A-1 zoning.

No one else spoke in favor or in opposition to the request.

BOARDMEMBER JAMES BELL said when an apartment complex is going into any area, it is always a concern to the surrounding neighbors. He would be okay with R-2 zoning, as it keeps the residential feel of the neighborhood and is going to be a benefit. He is against the A-1 zoning.

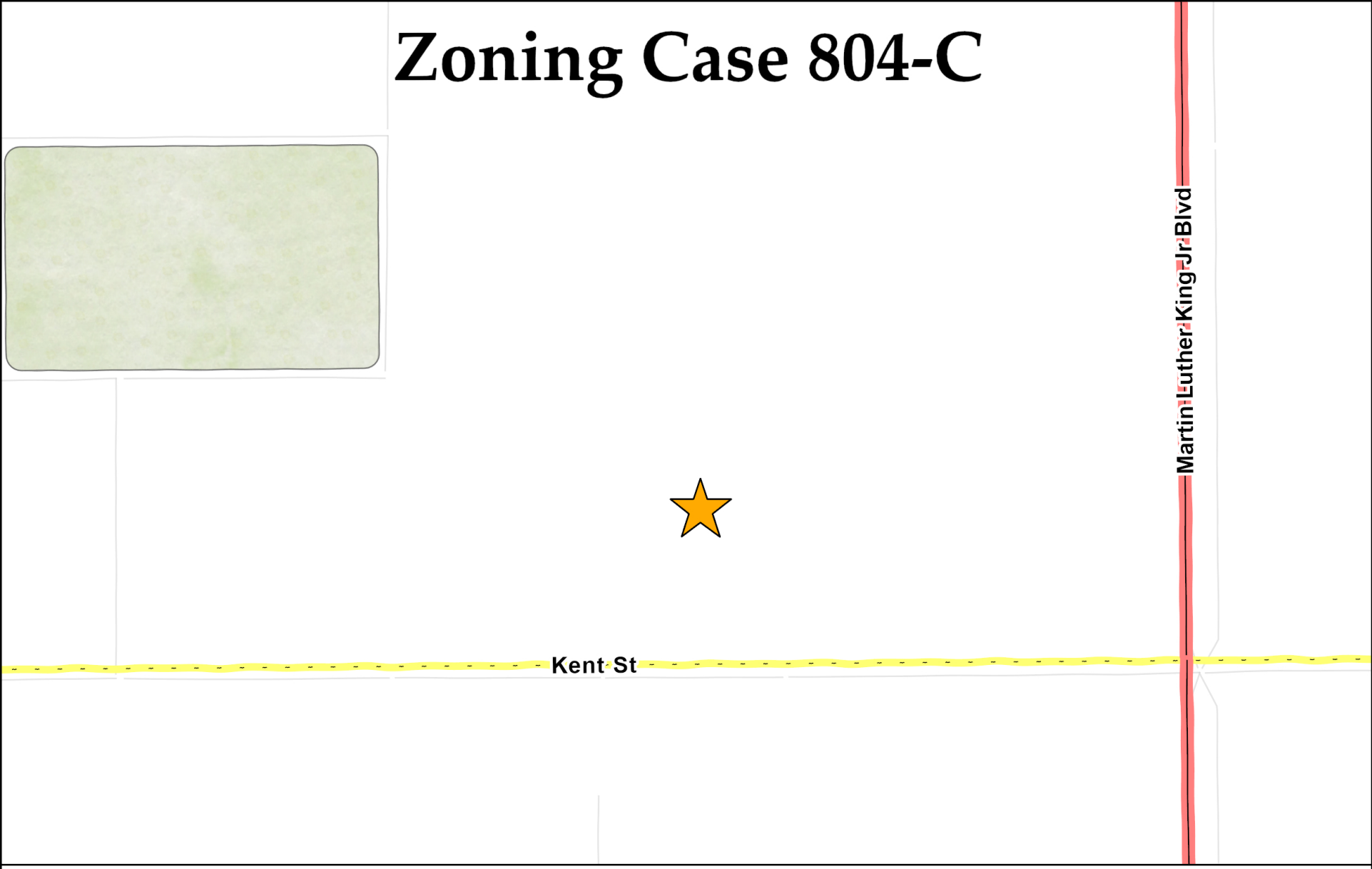
BOARDMEMBER ABEL HERNANDEZ agreed with Mr. Bell.

BOARDMEMBER RENEE CAGE agreed and added the Industrial Park project to the south employs a lot of people. Giving those workers options to live close to their job can only result in an economic benefit to the neighborhood.

BOARDMEMBER SUSAN TOMLINSON stated R-2 is a great compromise because it prevents an apartment complex from being built there and allows single family homes, which fits the neighborhood. She thought it very generous of the applicant to agree to the more restrictive zoning designation.

In the matter of **Zone Case 0804-C**, a motion to approve as R-2 was made by **TANNER NOBLE** and seconded by **JAMES BELL** and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Zoning Case 804-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: November 2022

PZC Mailout Notifications Received

N

Legend

- LCAD.DBO.TaxParcel
- MailoutInfo804_C
- LocatorPnt804_C
- MailoutBuffer804_C
- <all other values>

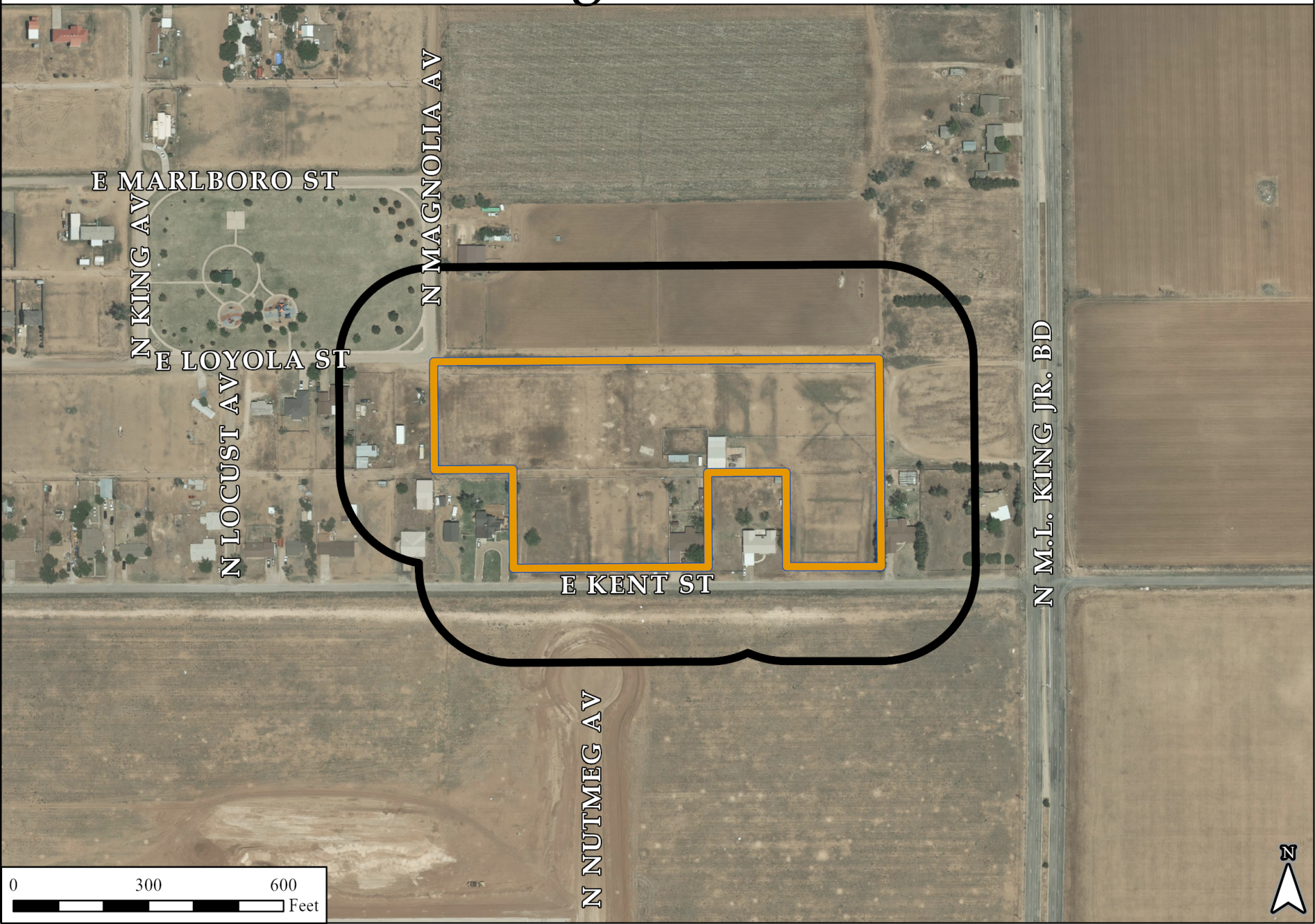
Notification Result

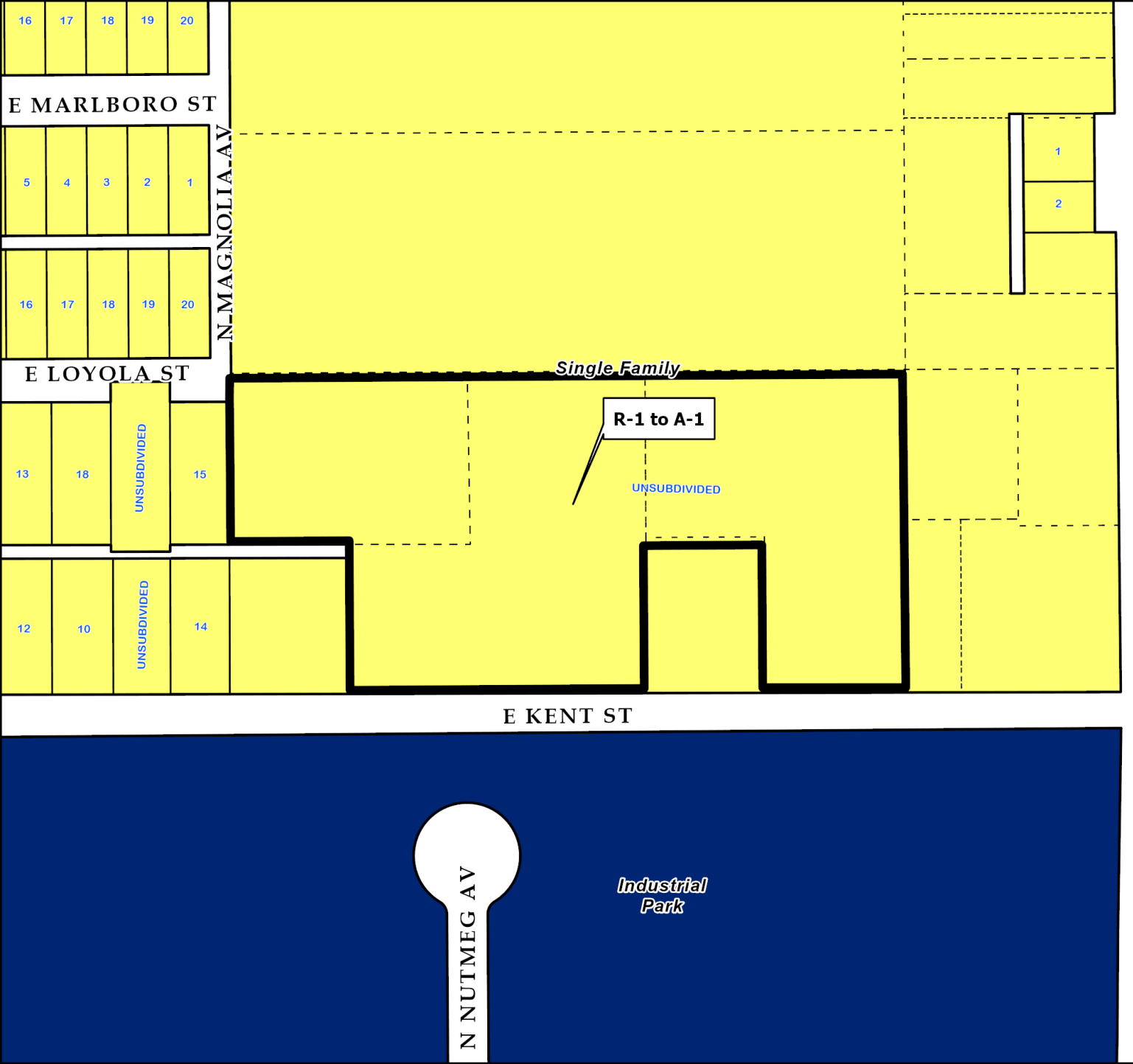
- In Favor
- No Feedback
- Opposed

Created by Planning Department
Date: 12/6/2022

0 120 240 480 Feet

Zoning Case 804-C





Current Zoning

804-C

Zoning Districts

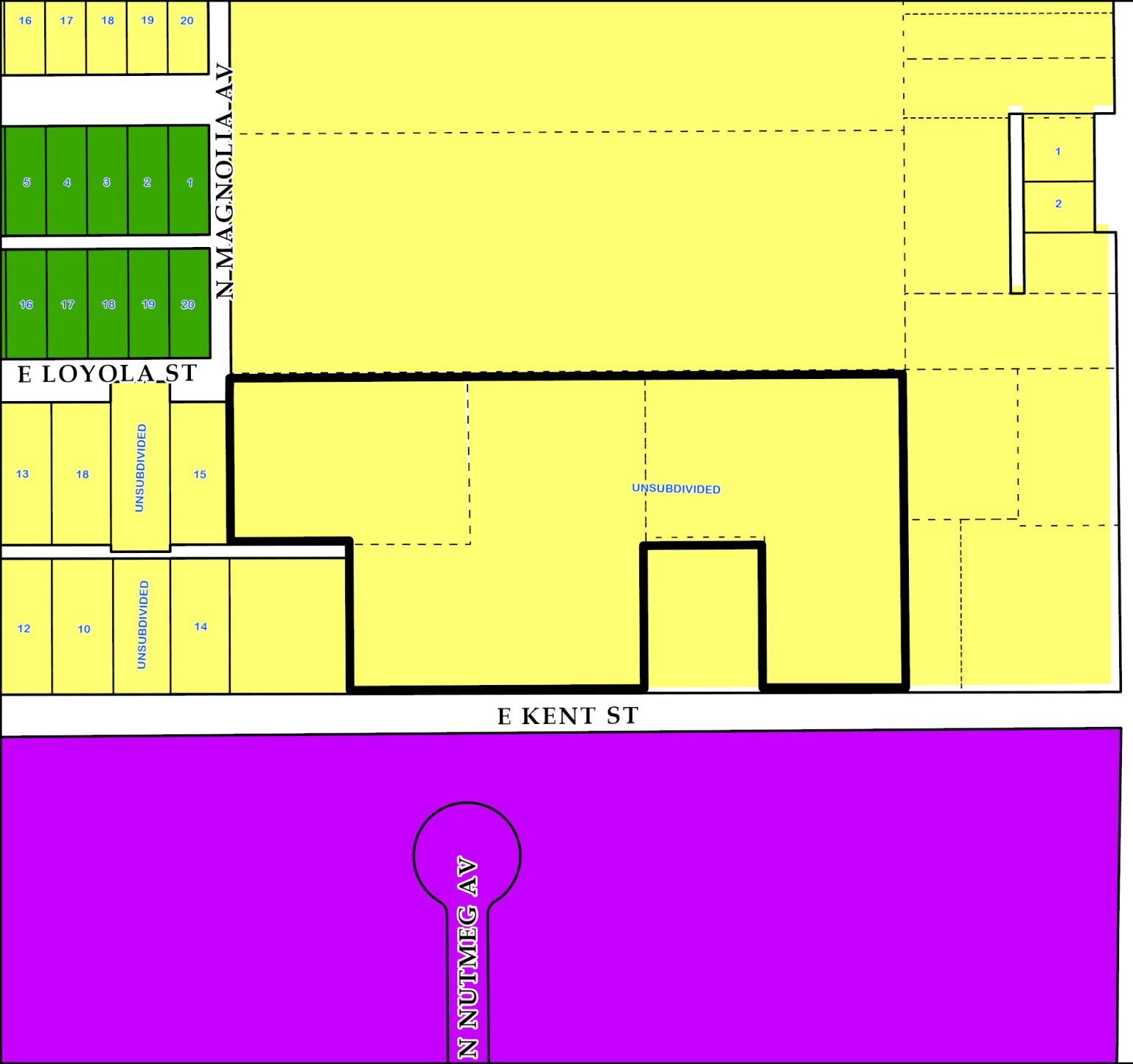
- Industrial Park
- Single Family

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2022



Future Land Use Plan
Case 804-C

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

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2022

804-C



View of subject property to the north.



View to the east.



View to the south.



View to the west.

E. Loyola Street
(60' R.O.W.)

8.0 Ac.
Adjoiner
Inst. # 2011-10719

S 88°32'05" E – 990.86'

0.92 Ac.
Adjoiner
No Record Found

30.43'

N 1°31'02" E – 239.95'

211.45'

Lot 15
Adjoiner
Inst. # 2015-39804

0.84 Ac.
Adjoiner
Inst. # 2013-6561

9.77
Acres

N 88°28'43" W – 174.09'

S 1°31'17" W – 470.00'

N 1°28'19" E – 229.88'

220.06'

Lot 14

0.8 Ac.
Adjoiner
Inst. # 2004-13484

0.48 Ac.
Adjoiner
Vol. 2411, pg. 234

POINT OF BEGINNING

N. Martin Luther
King Jr. Blvd
(110' R.O.W.)

87.30'

173.74'

208.93'

Basis of Bearings
N 88°32'05" W – 816.56'

10 | 1

7 | 8

E. Kent Street
(60' R.O.W.)

Certificate

I do here by certify to **Kenneth Ewings** that this plat is true and correct to the best of my knowledge, information and belief and in my professional opinion; that it was prepared from a survey made on the ground under my supervision on this the **7th day of November, 2022**; that no visible above ground encroachments exist other than shown. Property is located in Zone X as according to the Flood Insurance Rate Map Panel 48303C0190E with an effective date 09/28/2007

Justin W. Cantwell, RPLS 6331

STATE OF TEXAS
REGISTERED
JUSTIN CANTWELL
6331
PROFESSIONAL
LAND SURVEYOR

LEGEND

- ● – Set 1/2" With Cap – "C.E.C. 10194378"
- ◎ – Found 1" Iron Pipe
- ⌀ – Found 1/2" Iron Pipe
- ——— – Property Line
- — · — – Lot Line
- ——·—— – Section Line

N
W E
S

SCALE: 1" = 100'

0 50' 100' 200'

Bearings Based on GPS Observations; Texas State Plane Coordinate System, North Central Zone, NAD 83 Datum

PLAT OF SURVEY

9.77 Acres
Section 10, Block A
1411 & 1501 E. Kent Street
Lubbock, Lubbock County, Texas

CENTERLINE ENGINEERING & CONSULTING, LLC
8312 Upland Avenue, Lubbock, Texas 79424
(806) 470-8686
TBPE Reg. No. F-16713, TBPLS Reg. No. 10194378
OKLAHOMA CA NO. 8646

22-11-1488 – LS

CENTERLINE ENGINEERING & CONSULTING, LLC.
8312 Upland Avenue, Lubbock, Texas 79424
(806) 470-8686
TBPE Reg. No. F-16713
TBPLS Reg. No. 10194378

LUBBOCK COUNTY, TEXAS

BEING a 9.77 acre tract out of Section 10, Block A, Abstract No. 1412, Lubbock County, Texas, and being all of those certain tracts as recorded in Instrument No. 2018044148 and Lubbock County Official Public Records, and being further described by metes and bounds as follows:

BEIGINNING at 1 inch iron pipe found in the North right-of-way line of East Kent Street for the Southeast corner, same the Southwest corner of a 0.48 acre tract as described in Volume 2411, page 234, Lubbock County Deed Records;

THENCE West 816.56 feet along said right-of-way line to a 1 inch iron pipe found for the Southerly most Southwest corner, same being the Southeast corner of a 0.8 acre tract as described in Instrument No. 200413484, Lubbock County Official Public Records;

THENCE N.0°00'24"E. at 220.06 feet along the East line of said 0.8 acre tract past a 1/2 inch iron rod found for the Northeast corner of said 0.8 acre tract, in all 229.88 feet to a point for a corner;

THENCE N.89°56'38"W. 174.09 feet to a 1/2 inch iron rod found the Northerly most Southwest corner, same being the Southeast corner of Lot 15 of the McClellan Addition;

THENCE N.0°89'33"E. at 211.45 feet along the East line of said Lot 15 past a 1/2 iron pipe in all 239.95 feet to a point for the Northwest corner, same being the Southwest corner of a 8.0 acre tract as described in Instrument No. 201110719, Lubbock County Official public Records;

THENCE S.89°53'18"E. 990.84 feet along the South line of said 8.0 acre tract to a 1 inch iron pipe found for the northeast corner, same being the Southeast of said 8.0 acre tract;

THENCE S.0°03'22'W. at 30.43 feet past a 1 inch iron pipe found, in all 470.00 feet along the West line of a 0.84 acre tract as described in Instrument No. 20136561, Lubbock County Official Public Records, and a 0.48 acre tract as described in Volume 2411, page 234, Lubbock County Deed records, to the POINT OF BEGINNING and containing 9.77 acres of land more or less.

Certificate

I do here by certify to **Kenneth Ewings** that this plat is true and correct to the best of my knowledge, information and belief and in my professional opinion; that it was prepared from a survey made on the ground under my supervision on this the **7th day of November, 2022**; that no visible above ground encroachments exist other than shown. Property is located in Zone X as according to the Flood Insurance Rate Map Panel 48303C0190E with an effective date 09/28/2007

Justin W. Cantwell, RPLS 6331



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 1411 E KENT / 1501 E KENT

Lots/Tracts: BLK A SEC 10 AB 1412 TR A2A A3A A4 A5 A6 A11A A11B & TR F

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 8.45

Existing Land Use: AG Existing Zoning: RESIDENTAL

Requested Zoning: MULTI-FAMILY

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: KELLER WILLIAMS REALTOR

Name: SHANNON BYFORD

Address: _____ City: _____ State: _____

ZIP Code: _____ Telephone: 806-777-6553 Email: _____

Applicant's Signature: _____

Date: _____ Printed Name: _____

Owner Information

Firm Name: _____

Owner: KENNETH CHARLES EWINGS

Address: 5323 84TH STREET City: LUBBOCK State: TX

ZIP Code: 79424 Telephone: 806-787-8237 Email: kenneth.ewings@senninger.com

Property Owner's Signature: KENNETH C EWINGS

Date: 10/26/2022 Printed Name: KENNETH C. EWINGS

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.:** ***804-C***

In Favor ____

Opposed X

Reasons and/or Comments: Infrastructure in this neighborhood wilnot support this growth. East Kent St. is too narrow for current traffic. Old water tower (that look like cigarette) is not sufficient to have enough water passure to support an apartment bldg. I'm very concerned about increased traffic and the crime rate increasing with an apartment apartment complex added to this neighborhood. Some neighbors would have their entire home surronded by this proposed build.

Print Name Jerry Michael Tullos

Signature: Jerry M Tullos

Address: 1111 E. Kent St.

Address of Property Owned: 1111 E Kent St.

Phone Number: 806-470-4891

Email: mtullos1@suddenlink.net

Zone Case Number: **804-C** R96071 Recipient 9 of 14

TULLOS, JERRY M
1111 E KENT ST
LUBBOCK TX 79403-1219

11/27/2022

Dear City of Lubbock,

I would personally like to express my opposition to the proposal for zoning change for East Kent Street. We live in Oklahoma and are planning to buy this property on E. Kent to be closer to home and family. 1115 E. Kent belonged to my grandmother and was always the hub for our family. So many memories of family in a quiet neighborhood Imagine our concern to get the notice to have it rezoned just almost next door to our house and lot. Kent street is a one lane narrow street and will not accomodate the amount of traffic from an apartment complex. Will water pressure go down? Will crime potentially rise? If this zoning request is approved we will not buy my grandmothers house. This would be such a loss for my family and legacy. We do NOT want this rezoning.

Sincerely, Brandon + Ladina Lindsay

To whom it may concern:

We have been looking into buying property East of I-27 around Kent St. We love this area because it's still in the city, but yet you feel the privacy of living in the country.

It has come to our attention that you are considering changing the zoning laws and could result in apartments being built in this neighborhood. If this passes it will definitely deture us from buying any property in this area.

We would really like to stay here in the city of Lubbock, but if this zoning change takes place then we will look to buy in one of the small surrounding towns.

Thank you for your time,

Vicki McBride
Jeff Johnson

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.:** ***804-C***

In Favor ____

Opposed X

Reasons and/or Comments:

Objections on seperate sheet titled:
Objections to Proposal for Zoning Change for East Kent St Neighborhood

Print Name Dana Williamson

Signature: Dana Williamson

Address: 1301 E Kent St. Lubbock TX 79403

Address of Property Owned: 1301 E Kent St.

Phone Number: 806) 778-4819

Email: buzzanddonnie@gmail.com

Zone Case Number: **804-C** R95228 Recipient 8 of 14
WILLIAMSON DANA L & DONALD EARL JR
1301 E KENT ST
LUBBOCK TX 79403-1203

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.:** ***804-C***

In Favor ____

Opposed ✓

Reasons and/or Comments:

I am opposed to the zone change from Single Family District to Family Apartment District at 1411 & 1501 E. Kent Street because this will take away from the quite country atmosphere our families and neighbors have worked hard to call this community Home.

Print Name Anita McCullough

Signature: Anita McCullough

Address: 4412 ECR 6200 Lubbock, Tx 79403

Address of Property Owned: 1115 E. Kent Lubbock, Tx 79403

Phone Number: 806-777-5711

Email: landamccullough@gmail.com

Zone Case Number: **804-C** R106177 Recipient 14 of 14

ZEMAN INEZ BAKER ESTATE OF
4412 E CR 6200
LUBBOCK TX 79403

• Cantu • Cruz

OBJECTIONS TO PROPOSAL FOR ZONING CHANGE FOR EAST KENT STREET NEIGHBORHOOD

• Tullace

• Devore

1. The East Kent Street neighborhood is very small neighborhood (approximately 30 homes) and is composed exclusively of single family residences. It would be difficult, if not impossible, for an apartment building to provide maximum compatibility with the existing neighborhood (as is required by the City of Lubbock zoning guidelines).
2. The residents of the East Kent Street neighborhood believe an apartment building would reduce the market value of their homes. The residents have seen decreased marketability of their homes due to the recent construction of an Amazon warehouse south of East Kent Street. Many of the Kent Street residences have lived in their homes for many years and have worked hard to maintain homeownership. It seems inconsistent and unfair to further degrade this area by allowing a multi-family apartment building addition to the neighborhood.
3. The semi-rural character of the East Kent Street neighborhood is one of the reasons the current residents like to live in this area. An apartment building would detract from the semi-rural character of this neighborhood. If the City allowed a zoning change at this time it would be a betrayal of trust for this neighborhood and serve as a warning to other neighborhoods that they could be changed at any time in the future.
4. If the zoning change is allowed, it is possible a multi-story building could be built in the East Kent neighborhood. This would negatively affect the privacy of surrounding homes. Also, this would be the only multi-story building in the entire area. This would render it out of character for the neighborhood and non-compliant with the City zoning guidelines.
5. Any prospective apartment building would require a large amount of parking for the residents. The required parking area would be unsightly and the increased traffic in the neighborhood would enter and exit the neighborhood using the 20' wide sealcoat road (East Kent) with no curb and gutter. This road is not designed to carry this additional traffic.
6. The exterior lighting that would be required for an apartment building is also of concern to the residents of East Kent Street. Parking lot lighting and other exterior lighting that would be used 24 hours a day would cause problematic night time lighting in the area of the single family homes.
7. The utilities that would be required for an apartment building is also of concern to East Kent Street residences. Would the City require the apartment developers to provide larger water supply lines to assure that all East Kent residents continue to have adequate water pressure? Will the City require the apartment developers to have municipal sewage lines run to the apartment property? The some of the current East Kent residents do not have City sewer services.

Engineering Utility

Sewer H2O

8. The residents of East Kent Street are also concerned that an apartment building in the neighborhood would increase the vagrant population and increase crime in the area.
9. The residents of East Kent Street have not been adequately informed of specific development plans for the prospective A-1 zoning designation. For this reason it is impossible for the residents to provide an accurate and comprehensive list of objections to the zoning change.

In summary, we believe it would be difficult for any apartment building to "provide maximum compatibility with the adjacent development" as is required for A-1 zoning as per the City zoning definitions. For this reason and all the reasons listed above, we request that the Planning and Zoning Commission decline the request for a zoning change.

• Developer's wallet!

PETITION REGARDING ZONING CHANGE REQUEST FOR EAST KENT STREET

We. the below signed residents in the Kent Street neighborhood of the City of Lubbock wish to express our opposition to the proposed zoning change at 1411 and 1501 East Kent Street.

NAME	SIGNATURE	ADDRESS
Brandon Lindsay	Brandon Lindsay	26 Sunshine Ln. Pryor, OK 74361
Ladina Lindsay	Ladina Lindsay	26 Sunshine Ln. Pryor, OK 74361
Beverly Tullos	Beverly Tullos	1111 E Kent St 79403
Michael Tullos	Michael Tullos	1111 E. Kent St 79403
David Hoffman	David Hoffman	1111 E Kent St 79403
Kayla Torrez	Kayla Torrez	1111 E Kent st 79403
Fabian Soto	Fabian Soto	915 E Kent
Anne Villalobos	Anne Villalobos	913 E Kent
Benjamin Villalobos	Benjamin Villalobos	913 E Kent
Dora Ramirez	Dora Ramirez	Skyline Church Goer

Potential Buyers of 1115 E. Kent

NAME	SIGNATURE	ADDRESS
Henry Ramirez	Henry Ramirez	3710 N. Ivory
Janie Tello	Tello	3718 N. Ivory
Celbert Ramirez	C. Ramirez	Marble
Ana Garcia	Ana Garcia	3710 n. ivory
LaSandra Garcia	LaSandra Garcia	3710 n. ivory
Paul Ramirez	Paul Ramirez	Skyline Church
Yolanda Kelly	YOLANDA KELLY	2208 Ridge Rd
Bob Ramirez	Bob Ramirez	Skyline church
Paul Ramirez	PAUL RAMIREZ	Skyline Church Neighbor

PETITION REGARDING ZONING CHANGE REQUEST FOR EAST KENT STREET

We, the below signed residents in the Kent Street neighborhood of the City of Lubbock wish to express our opposition to the proposed zoning change at 1411 and 1501 East Kent Street.

NAME	SIGNATURE	ADDRESS
Ben Nugent		903 E Kent
Shi Nug	Shi N	903 E. Kent
Scott Roberson	S	903 E. Kent
Shelly Green	Shelly Green	529 E Kent
Cara M. Jones	Cara M. Jones	529 E. Kent
Linzee Black		527 E Kent
Joseph Black		527 E Kent
Brittani McDonald	Britt McDonald	521 E Kent st
Chaney Carroll	Chaney Carroll	521 E Kent st
Charity Crawford	Charity Crawford	521 E Kent st

Robert Dabila	Robert Dabila	909 E. Loyola st
Maria Caballero	Maria Caballero	909 E Loyola st
Delores Handsbur		909 E Loyola St
Bobby Lawson		909 E Loyola St
Rona Velez		913 E. Loyola St.

Jerry Crawford	[illegible]	519E Kent St
Brandy Garcia	[illegible]	517 E Kent St
Andrea Garcia	[illegible]	517 E Kent St
Rosalie Berry	Rosalie Berry	513 E Kent
[illegible]	[illegible]	505 E Kent
Gabriel Ramos	Gabriel Ramos	109 E Kent
Gaeby Ramirez	Gaeby Ramirez	109 E Kent
Mary Ramos	Mary Ramos	109 E Kent
Josef Garcia	Josef GARCIA	928 Loyola

DeVore

PETITION REGARDING ZONING CHANGE REQUEST FOR EAST KENT STREET

We, the below signed residents in the Kent Street neighborhood of the City of Lubbock wish to express our opposition to the proposed zoning change at 1411 and 1501 East Kent Street.

NAME	SIGNATURE	ADDRESS
Steve DeVore		301 E Kent
Lisa DeVore	Lisa DeVore	301 E. Kent St
Carla Strickland	Carla Strickland	117 E. Kent
Roy Strickland	Roy Strickland	117 E Kent

NAME	SIGNATURE	ADDRESS
Albert	Villegas	1110 E Loyola
Kim Connelly	Connelly	1112 Loyola Dr.
Jeannette Cruz	Jeannette Cruz	1112 Loyola Dr
Craig Connelly	Craig Connelly	1112 Loyola Dr
Ronda Fisher	Ronda Fisher	702 E Quinn St
Corine Horn	Corine Horn	702 E Quinn
Madeline Jumonville	1113 E Purdue	
Matthew Harvey	1106 E Quinn	

ANITA

PETITION REGARDING ZONING CHANGE REQUEST FOR EAST KENT STREET

We, the below signed residents in the Kent Street neighborhood of the City of Lubbock wish to express our opposition to the proposed zoning change at 1411 and 1501 East Kent Street.

NAME	SIGNATURE	ADDRESS
Eddie Bunk	Eddie Bunk	1111 E. Parkdale ST
Douglas Houk	Douglas Houk	1101 E Newcomb St

PETITION REGARDING ZONING CHANGE REQUEST FOR EAST KENT STREET

We, the below signed residents in the Kent Street neighborhood of the City of Lubbock wish to express our opposition to the proposed zoning change at 1411 and 1501 East Kent Street.

NAME	SIGNATURE	ADDRESS
Pete Dziuk	[illegible]	1511 E Kent
Donald E Williamson	[illegible]	1301 E. Kent
J D Hess	Jimmy Hess	Corner Marlboro and E Magnolia St Kent

AI# 11189
Regular City Council Meeting 6. 4.
01/10/2023:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2022-O0186, for Zone Case 1977-H, a request of Seventeen Services, LLC for 7202 Slide LTD, for a zone change from Apartment-Medical District (AM) and Restricted Local Retail District (C-2A) to Local Retail District (C-2), at 7202 Slide Road, located north of 73rd Street and west of Slide Road, South Acres Addition, Tract A.

Item Summary

On December 13, 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 December 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance - 1977-H
ZC1977-H_Report
Documentation - 1977-H

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. 1977-H; A ZONING CHANGE FROM AM AND C-2A TO C-2 ZONING DISTRICT AT 7202 SLIDE ROAD, LOCATED NORTH OF 73RD STREET AND WEST OF SLIDE ROAD, SOUTH ACRES ADDITION, TRACT A, 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. 1977-H

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 and C-2A** to **C-2** zoning district at **7202 Slide Road, located north of 73rd Street and west of Slide Road, South Acres Addition, Tract A,** 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/ZC1977-H_
December 1, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 1977-H
City Council Meeting	December 13, 2022

Applicant Seventeen Services, LLC

Property Owner Kent Hale

Council District 5

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2535: The subject property was annexed into the City of Lubbock.
- April 23, 1959, Zone Case 763, Ordinance No. 2760: The subject property was zoned Single-Family District (R-1).
- February 27, 1975, Zone Case 1977-A, Ordinance No. 7037: A portion of the subject property was rezoned from R-1 to Two-Family District (R-2).
- July 10, 1986, Zone Case 1977-E, Ordinance 8932: A portion of the subject property was rezoned from R-1 to Garden Office District (GO).
- August 26, 1999, Zone Case 1977-F, Ordinance 10179: The southern portion of the subject property was rezoned from GO to Local Retail District (C-2A).
- June 12, 2003, Zone Case 1977-G, Ordinance 2003-O0059: The northern portion of the subject property was rezoned from GO to Apartment-Medical District (AM).
- December 1, 2022, Zone Case 1977-H: The Planning and Zoning Commission recommended approval of a zone change from C-2A and AM to Local Retail District (C-2) by a vote of 6-0-0.

Notification Summary

- Notifications Sent: 33
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The property was platted on May 18, 2005 as South Acres Addition, Tract A. In 2005, a three-story office building was constructed on this property.

Adjacent Property Development

The surrounding properties are zoned Single-Family District (R-1) and Restricted Local Retail District (C-2A). To the north, east and west are single family homes with a commercial building to the south.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 7202 Slide Road, located north of 73rd Street and west of Slide Road. The applicant is requesting a zone change from Restricted Local Retail District (C-2A) and Apartment-Medical District (AM) to Local Retail District (C-2).

Current zoning: **Restricted Local Retail District (C-2A) and Apartment-Medical District (AM)**

Requested zoning: **Local Retail District (C-2)**

Intent Statements
The intent of the current C-2A zoning is "…to provide limited local retail and service commercial uses which serve one or several neighborhoods. Such districts may be located on existing shallow commercial centers adjacent to thoroughfares."

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."

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."

Traffic Network/Infrastructure Impacts
The location is along Slide Road, which is designated as a Principal Arterial. Arterials are major thoroughfares designed to carry large quantities of traffic at relatively high speeds.

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" land uses. This request does conform to this designation, and would be appropriate next to adjacent residential and commercial districts and fits the Comprehensive Plan's concept of a neighborhood center along a major thoroughfare (Lubbock 2040 pg. 60). Therefore, this request is in complete conformance with 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 major thoroughfare and is compatible next to adjacent land uses.

Suitability of Property for Allowed Uses
The property is suitable for the proposed commercial uses, though additional improvements may 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

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 1977-H

Allowable Uses: Local Retail District (C-2)

Transportation: The proposed development has a point of access from Slide Road.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Slide Road, Principal Arterial, Completed	R.O.W. 88 feet, 7 lane, undivided, paved.	R.O.W. 88 feet, 7 lanes, 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

District 5

5.6 **Zone Case 1977-H:** Seventeen Services, LLC for 7202 Slide LTD

Request for a zone change from Apartment-Medical District (AM) and Restricted Local Retail District (C-2A) to Local Retail District (C-2), at:

- 7202 Slide Road, located north of 73rd Street and west of Slide Road, South Acres Addition, Tract A.

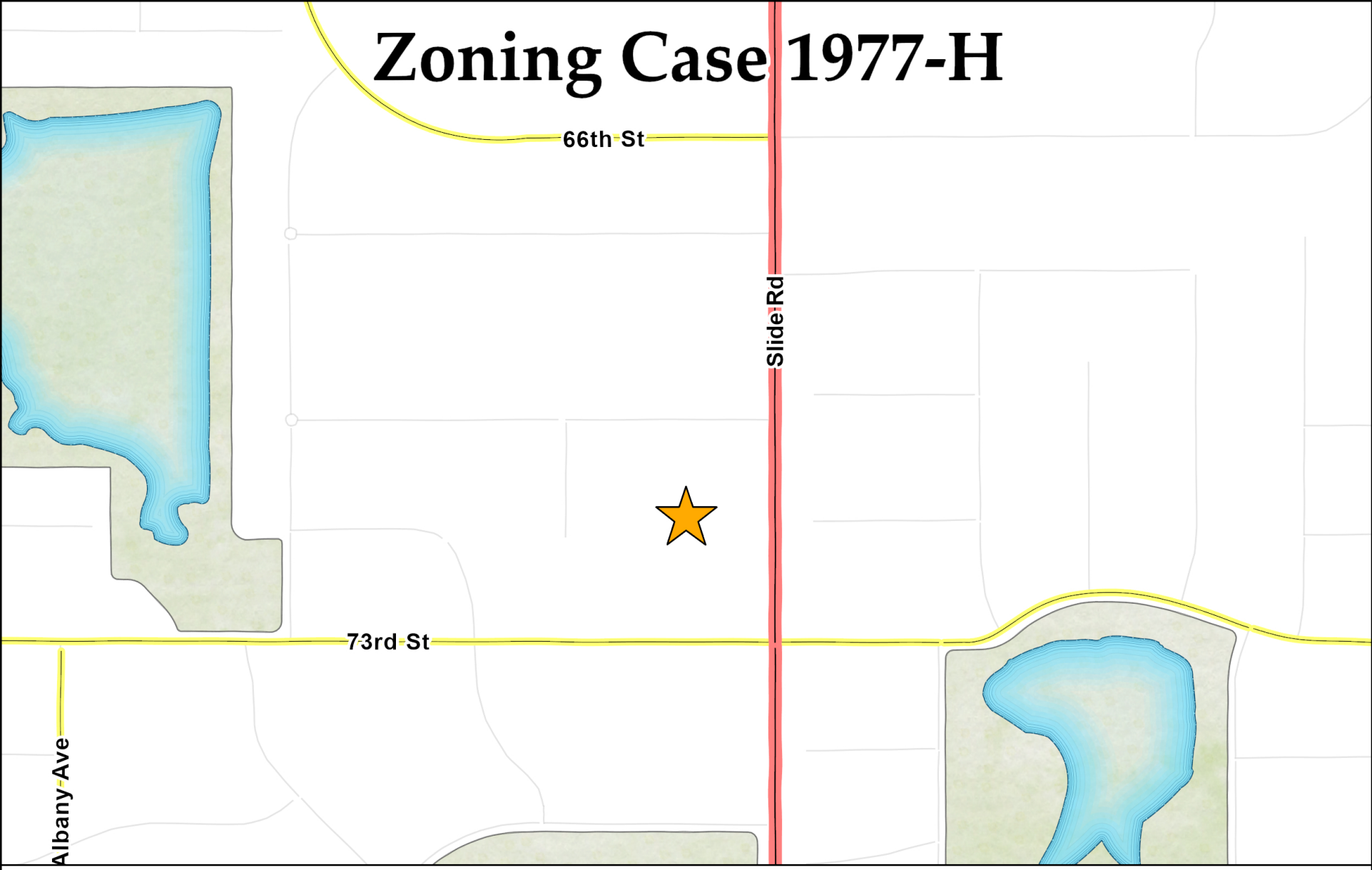
PLANNING DIRECTOR KRISTEN SAGER stated there were thirty-three (33) notifications sent out and zero returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT TYLER GENTRY, 1500 Broadway, Suite 203, stated the purpose for the C-2 request was to allow a bank with a drive-thru to utilize the building.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 1977-H**, a motion was made by **JAMES BELL** and seconded by **TANNER NOBLE** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration

Zoning Case 1977-H

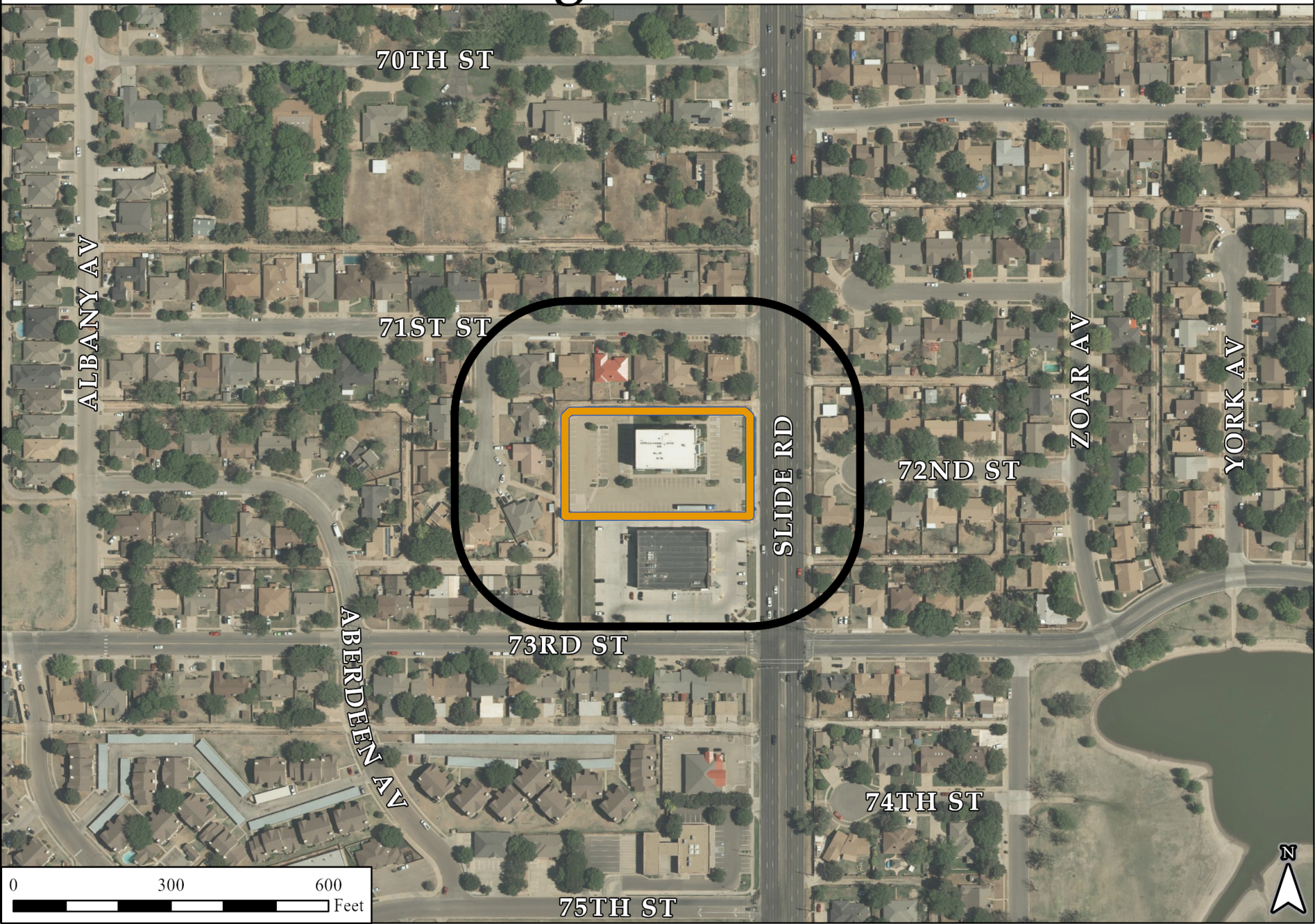


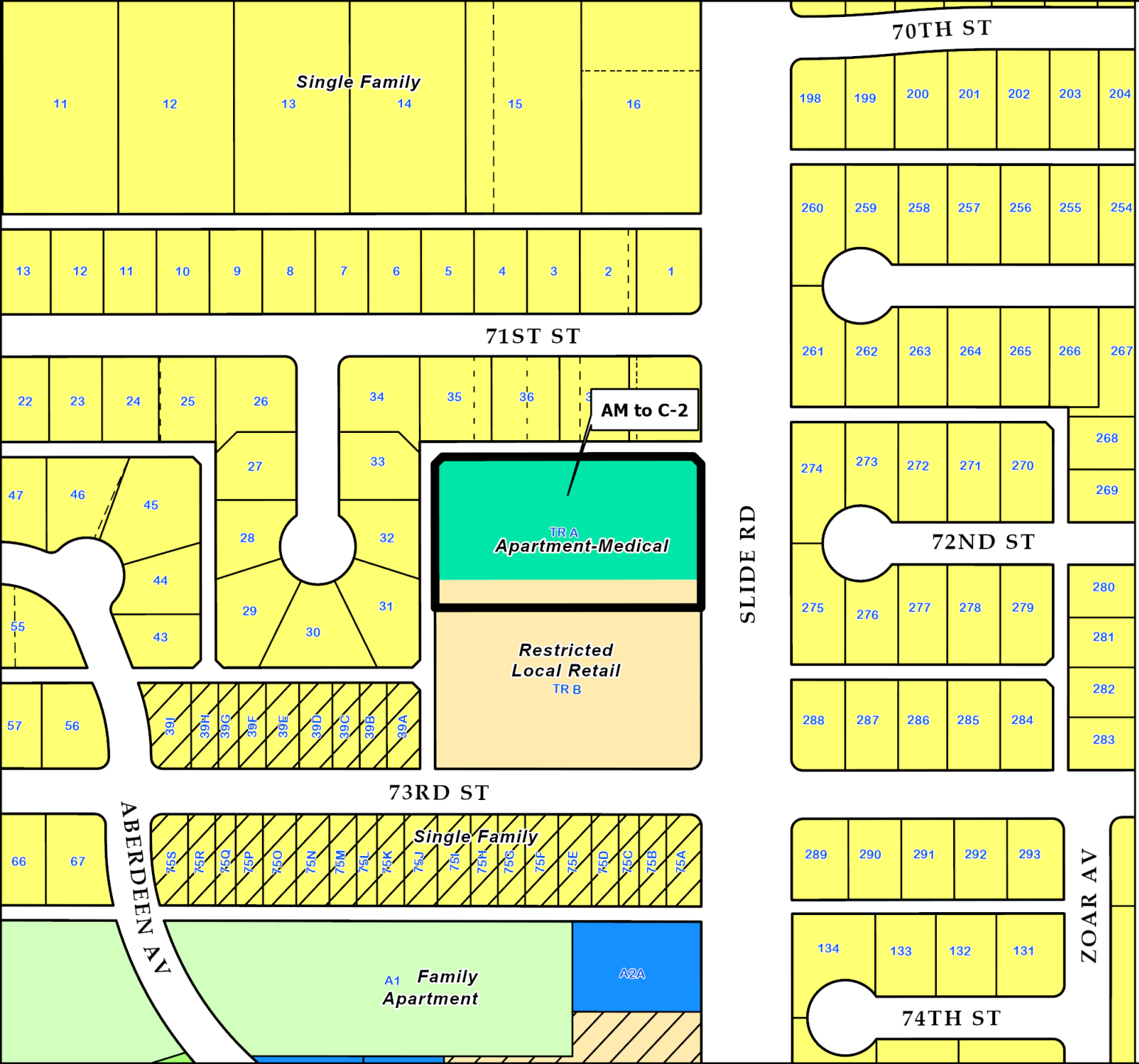
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: November 2022

Zoning Case 1977-H





Current Zoning

1977-H

Zoning Districts

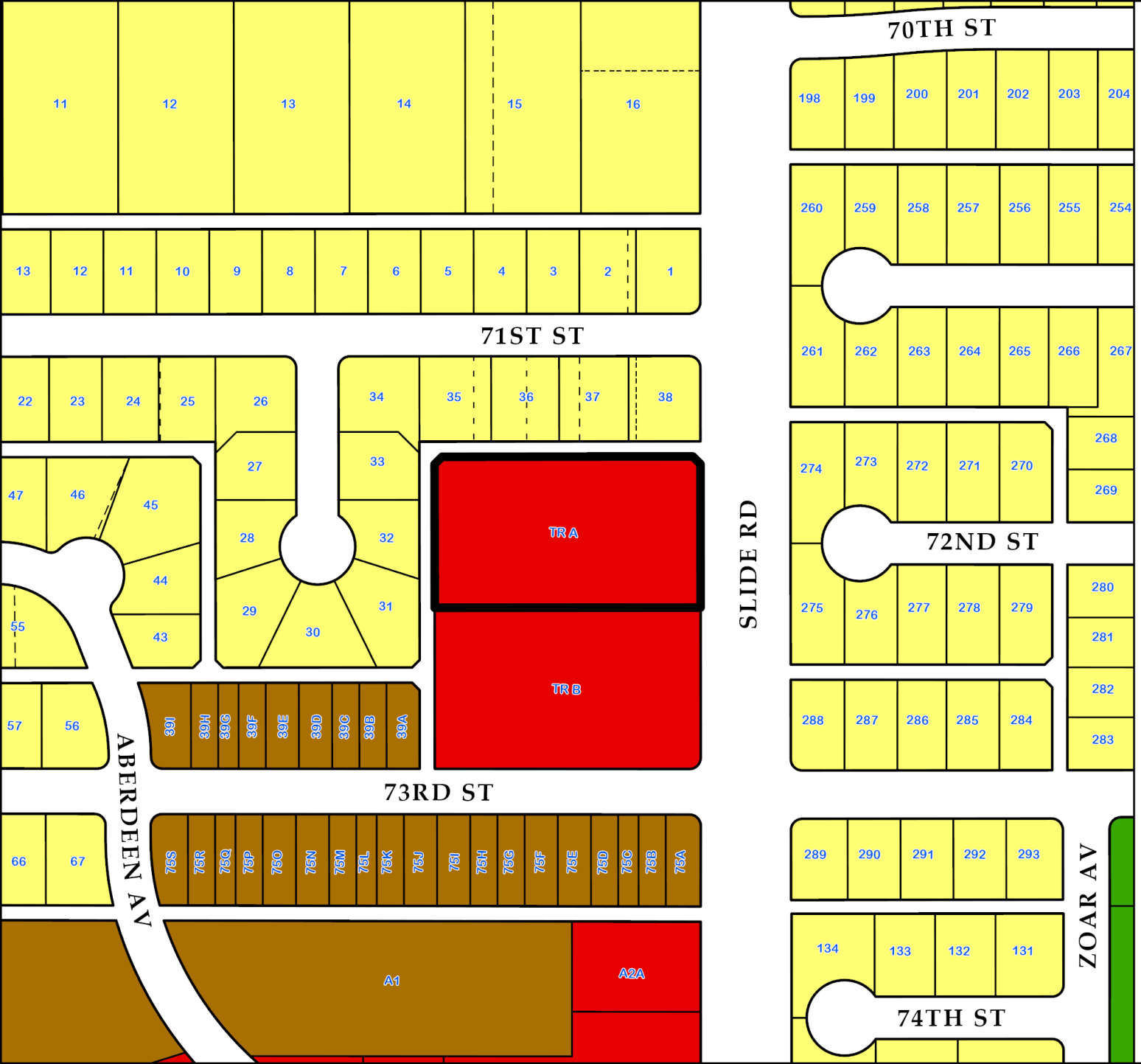
- Family Apartment
- High Density Apartment
- Apartment-Medical
- Restricted Local Retail
- Restricted Local Retail Specific Use
- Garden Office
- Single Family
- Single Family Specific Use

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2022



Future Land Use Plan
Case 1977-H

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

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2022

1977-H



View to the north.



View to the east.



View to the south.



View to the west. Subject Property.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 7202 Slide Rd. Lubbock, TX 79424

Lots/Tracts: South Acres Tract A

Survey & Abstract:

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 1.615

Existing Land Use: Existing Zoning: AM; Apartment-Medical District

Requested Zoning: C-2

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Seventeen Services, LLC

Name: K'Leigh Hernandez

Address: 1500 Broadway St. Ste. 203 City: :Lubbock State: TX

ZIP Code: 79401 Telephone: 806.7873.8533 Email: kleigh@17services.com

Applicant's Signature: K'Leigh Hernandez

Date: 10/17/2022 Printed Name: K'Leigh Hernandez

Owner Information

Firm Name: 7202 Slide LTD.

Owner: Kent Hale

Address: 14205 Quaker Ave City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-790-3933 Email: Kent@davidsonsheen.com

Property Owner's Signature: Kent Hale

Date: 10/18/22 Printed Name: Kent Hale- Mgr

Preparer Information

Preparer's Signature: K'Leigh Hernandez

Date: 10/17/2022 Printed Name: K'Leigh Hernandez

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.

From: K'Leigh Hernandez <kleigh@17services.com>
Sent: Wednesday, November 16, 2022 11:16 AM
To: Shane Spencer
Cc: Tyler Gentry
Subject: RE: 7202 Slide parking variance request

WARNING: This message was sent from outside the City of Lubbock's email system.

It could contain harmful attachments or links to harmful web pages.

Hello Spencer,

We were discussing this proposed rezoning with Kristen recently, and we determined that to use this building as a bank, we would need to rezone from AM to C-2. The proposed use of the first floor of the building will be a retail bank of about 3,000 sq. ft., and a Doctor's office will occupy the remaining floor. The second floor will have about 3,500 sq. ft. of bank operations, and the remaining floor will be offices. The third floor will only be office spaces.

After discussing the proposed changes with Kristen, she informed us we would need to complete a parking variance to accommodate a drive-thru for the bank. The drive-thru will reduce the available parking from 152 parking spots to about 112.

Please let me know if you need any information from us or have any comments or concerns.

Thanks,

K'Leigh Hernandez
Architectural Intern
Seventeen Services LLC
806.758.3013| kleigh@17services.com
www.17services.com

From: Shane Spencer
Sent: Tuesday, November 15, 2022 4:21 PM
To: K'Leigh Hernandez
Subject: 7202 Slide parking variance request

Good afternoon,

I'm reviewing your application for a parking variance, I will need a count for how many parking spots you have now and how many you want to reduce it to. Thanks!

Best regards,

Shane Spencer | Planner
O: (806) 775-2103
SSpencer@mylubbock.us
1314 Avenue K
Lubbock, TX 79401

AI# 11182
Regular City Council Meeting 6. 5.
01/10/2023:

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Agreement 17015, with Sciens Consulting, LLC, for project management services related to the Public Safety Computer Aided Dispatch (CAD) and Records Management System (RMS) replacement project, for Police and Lubbock Fire Rescue.

Item Summary

The proposed agreement with Sciens Consulting, LLC will provide project management services and guidance in the implementation of multiple products for the Public Safety project, including Data Conversions, Computer Aided Dispatch (CAD), Records Management (RMS), Digital Evidence Management (DEMS), Mobile Applications, and Data Analytics software and associated systems. Sciens will assist with the installation and configuration of the new hardware and networking infrastructure necessary for the new software environment to function.

Sciens will also provide services directly related to interfacing of the New Central Square CAD system with Lubbock County's Public Safety CAD systems. Sciens Consulting will provide project coordination between Central Square and the City of Lubbock. The estimated completion of the project will be 18 to 24 months from project initiation.

The agreement is made available through the TIPS 200105 - Technology Solutions Products and Services contract.

Fiscal Impact

The agreement cost of $248,700 is funded in Capital Improvement Project 8646 - Public Safety, CAD, Mobile, and RMS Software.
Funding for this project was approved in the FY 2021-22 Budget Appropriation.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
James C. Brown, Chief Information Officer

Attachments

Sciens LLC Resolution Contract 17015
Sciens LLC Contract 17015
Estimated Project Expenses
11182_8646_Budget_Detail__cb (u)
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, a Professional Services Agreement, Contract No. 17015, for consultant services for the implementation and management of the City's public safety computer aided dispatch (CAD) and records management system (RMS) project, by and between the City of Lubbock and Sciens LLC, 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:

Brooke Witcher
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

RES.Contract No. 17015, PSA-Sciens LLC
12.7.22

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 17015 is entered into this ___ day of _____, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Sciens LLC (the" Consultant"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Consultant to provide consultant services for the implementation and management of CAD/RMS project, (the "Services"), (the "Activities"); and

WHEREAS, the contract is with Sciens, LLC, of McKinney, Texas utilizing TIPS-USA Contract No. 200105 Technology Solutions Products and Services. TIPS-USA is Region 8 Education Service Center cooperative purchasing program, which offers contracts that have been established through open competition as prescribed by law 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.

WHEREAS, the Consultant has a professional staff experienced and is qualified to provide professional Consulting 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 Consultant to be a fair and reasonable price; and

WHEREAS, the City desires to contract with the Consultant to provide professional services related to the Activities, and Consultant 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 Consultant hereby agree as follows:

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for services as set forth in Exhibit A, attached to and incorporated herein. If the Consultant determines that additional time is required to complete the Services, the Chief of Information, 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 Consultant shall conduct all activities, and within such timeframes, as set forth on Exhibit "A", attached hereto (the "Services").

B. The Consultant shall receive as consideration to be paid for the performance of the Services, an amount not to exceed $248,700, as set forth in Exhibit "A".

ARTICLE III. TERMINATION

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

B. Termination and Remedies. In the event the Consultant 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

Each Party 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 Consultant 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 Consultant 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 Consultant. This Agreement constitutes legal, valid, and binding obligations of the Consultant and is enforceable in accordance with the terms thereof.

D. Consultant. The Consultant 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 Consultant 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 Consultant warrants that any materials provided by the Consultant 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 Consultant shall be solely responsible for ensuring that any materials provided by the Consultant pursuant to this Agreement satisfy this requirement and the Consultant 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 Consultant's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

The Consultant 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 Consultant and the City agree that the Consultant 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 Consultant 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 Consultant and the Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Consultant 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 Consultant shall provide a Certificate of Insurance to the City as evidence of coverage.

The Certificate shall provide 30 day's 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 Consultant shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Consultant 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 Consultant maintains said coverage. The Consultant 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 Consultant fails to maintain the required insurance in full force and effect, the Consultant 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 Consultant'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 Consultant may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Consultant under this Agreement, provided that the City approves the retaining of Sub-consultants. The Consultant is at all times responsible to the City to perform the Services as provided in this Agreement and the Consultant 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 Consultant shall be required by the Consultant to carry, for the protection and benefit of the City and the Consultant and naming said third parties as additional insureds, insurance as described above required to be carried by the Consultant in this Agreement.

The Consultant 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 Consultant 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 CONSULTANT 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 CONSULTANT, 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 Consultant 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 Consultant to the City or the City to the Consultant 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. Consultant's Address. The Consultant's address and numbers for the purposes of notice are:

Sciens LLC.
ATTN: Steven Barcey
Senior Manager, Sciens LLC
5900 South Lake Forest Drive, Suite 300
McKinney, Texas
Telephone: (469) 424-346-6288
Email: sbarcey@sciens.com

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

James Brown
Chief Information Officer
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-2372

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 Consultant non-confidential studies, reports and other available data in the possession of the City pertinent to the Consultant's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Consultant's Services under this Agreement (the "Provided Data"). The Consultant 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 Consultant 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 Consultant's books and records with respect to this Agreement between the Consultant and the City. All information obtained in an audit will be treated as confidential information and shall not be disclosed.

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

D. Assignability. The Consultant 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 Consultant, and in the case of the City, its respective successors, legal representatives, and assigns, and in the case of the Consultant, 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 Consultant and the City.

I. Entire Agreement. This Agreement, including Exhibits "A" through "B" attached hereto, contains the entire agreement between the City and the Consultant, 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 Consultant and the City.

K. Documents Owned by City. Any and all documents, drawings and specifications prepared by Consultant as part of the Services hereunder, shall become the property of the City when the Consultant

has been compensated as set forth in Article II, above. The Consultant shall make copies of any and all work products for its files.

L. Notice of Waiver. A waiver by either the City or the Consultant 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 Consultant.

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 Consultant 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.

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.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

For James Brown

James Brown, Chief Information Officer

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

Sciens, LLC.

By:

Steven Barcey

November 06, 2022

City of Lubbock, Texas
James Brown, Chief Information Officer
jbrown@mail.ci.lubbock.tx.us
1314 Avenue K
Lubbock, TX 79401

Dear James,

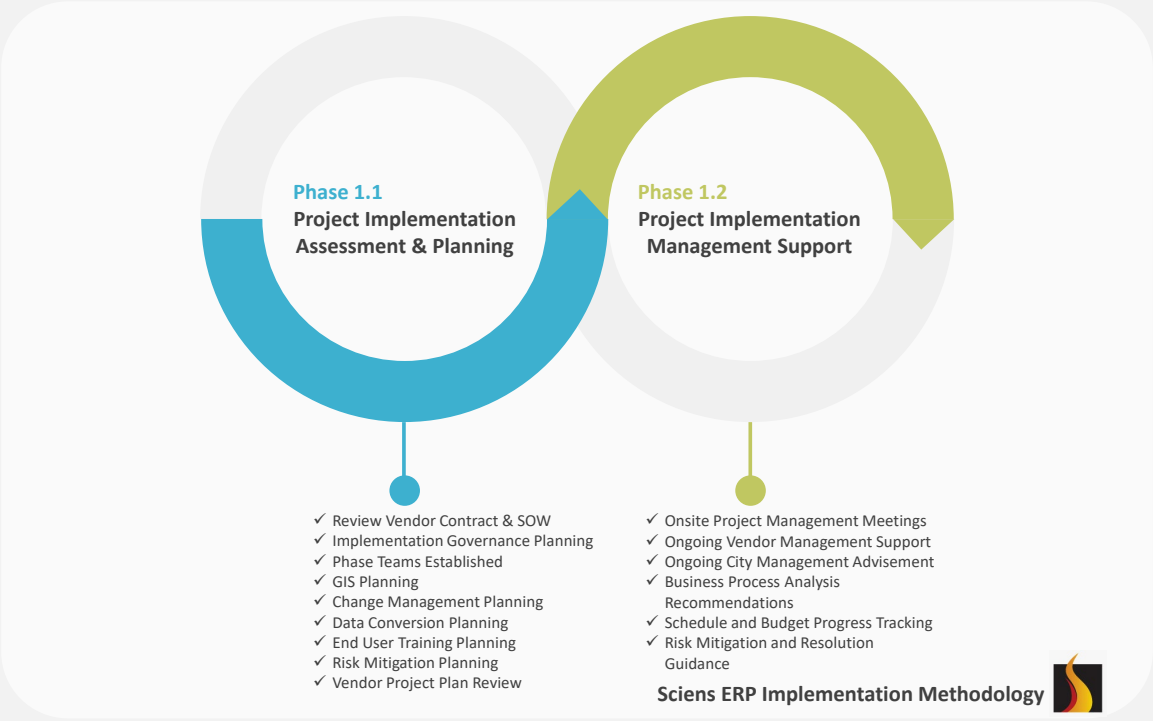
Thank you for reaching out to us regarding project management assistance for the CentralSquare Public Safety System implementation project. We appreciate the opportunity to present the City with a Scope of Work to provide consultant services for this important project.

Background

The City of Lubbock is currently in the middle of contract negotiations with their new public safety system selection, CentralSquare Enterprise CAD/RMS. They contracted with Sciens to assist them in the selection process through contract signing. As such, the selected system will most likely begin implementation early next year and will take approximately 18-24 months to go-live. The City has asked Sciens to provide assistance with the project and vendor management portion of this project. Outlined below is the Scope of Work for the next phase of this project, the implementation of the CentralSquare system.

Scope of Work

The project is managed hand-in-hand with the City, with Sciens' support every step of the way. The phase breakdown of our methodology is shown below.



PHASE 1.1 – PROJECT IMPLEMENTATION ASSESSMENT & PLANNING



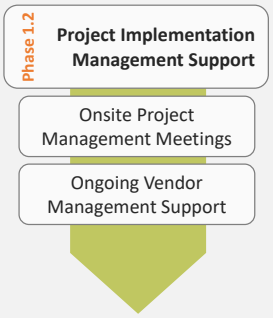
In Phase 1.1, ongoing throughout the project, the Sciens team will assist the City with implementation management of the new system, including project planning and governance, vendor supervision, and expert guidance during each module's business process analysis.

Complex, technical projects are prone to failure; however, that failure is largely due to inadequate or insufficient project planning and management. While the vendor typically provides a project manager, their mission is to represent the interests of the vendor, not the City; and, the project typically is larger than the scope being overseen by the vendor. Sciens will work with the City to ensure that activities critical to the project's success are planned and executed well, and that sufficient vendor oversight is provided to ensure the project is successful and remains on schedule and budget.

The specific tasks performed as part of this project are as follows:

- Implementation Governance: Assist the City with establishment of a project steering committee that govern the implementation of the new system and ensure that all stakeholders/users have a voice in the new system definition.
- Establish Project Teams: Assist the City with identification of roles to be filled on the project teams, by phase, including subject matter experts (SMEs), business leads and IT leads. Provide characteristics of individuals that make strong, successful team members.
- GIS Planning: Sciens will work with the City to review the current state of GIS readiness for the ERP system, identify gap areas, define the timeline for closing gaps, and identify resources assigned responsibility for closing the gaps.
- Change Management Planning: Sciens will work with the City to plan for change management that focuses on clear communications and maintaining a positive perception of the system change for the duration of the project.
- Data Conversion Planning: Sciens will work with the City and Vendor to plan for data conversion detailing data sources, resources required, validation and testing methods, schedules.
- End User Training Planning: Sciens will work with the City and Vendor to plan for training detailing (a) required training by user group, (b) timing, and (c) logistical requirements.
- Risk Mitigation Planning: Sciens will work with the City to identify Vendor-dependent (e.g., data conversion) and non-Vendor-dependent (e.g., City resources availability) project risks. Create a project risk register which the Project Management team will use to identify the probability of risks occurring, potential impact on the project (including dependencies), mitigation actions to be taken, and assignment of resources responsible for mitigation.
- Comprehensive Project Implementation Planning: Sciens will work with the City and the Vendor to conduct upfront project planning and define the Vendor's Project Plan. This will include a review of materials, conference calls and onsite participation in the kickoff and negotiation of the Vendor's plan. The plan and GANTT should include both vendor activity (e.g., system installation, configuration, data conversion, training) and non-vendor activity (e.g., change management, infrastructure setup, risk management planning, disaster recovery planning) required to make the project successful.

PHASE 1.2 – PROJECT IMPLEMENTATION MANAGEMENT SUPPORT



In Phase 1.2, the Sciens team will assist the City with implementation management of the project, including project plan and GANTT execution and vendor supervision. Phase 1.2 will be executed through onsite project management meetings occurring three times per year (on average); and, offsite project management activities, including regular weekly conference calls with the City's Project Management Team and separate calls with the Vendor. Specifically, this includes:

- Onsite Project Management Meetings: Regular Onsite Reviews, coordinated with both the City and the Vendor, to monitor execution of the Project Plan, do a comprehensive review of tasks (from the GANTT) completed during the preceding period, identify changes in practices required moving forward, and the upcoming tasks and assignments to ensure success.
- Ongoing Remote Project Management Support: Assist the City in active management of the vendor and its execution of the project over the project implementation by actively participating in weekly Vendor Management Calls for the duration of the project to assist with keeping tasks and resources on schedule; includes review of the overall project, progress against both schedule and budget, and review of Risk Register and Change Management requests.

The organization will need to assign a project analyst/coordinator to manage this project internally for the City and act as principal contact for CentralSquare and Sciens. Sciens will work directly with this individual to ensure that activities critical to the project's success are planned and executed well, and that sufficient vendor oversight is provided to ensure the project is successful and remains on schedule and budget.

Project Team and Cost Schedule

Project Team

The Sciens team will be led by Steven Graves with advisory oversight from Steven Barcey and Ernest Pages.

Project Timeframe

It is expected that the CentralSquare CAD/RMS implementation will take between 18 to 24 months to complete. Subsequently, Sciens will provide ongoing vendor management support for the duration of the project.

Costs

We will perform the Project Phases as outlined below:

Phase	Activity	Hours	Fees	Expenses	Total
CentralSquare CAD/RMS System Implementation Support					
1.2A	Onsite Project Management Meetings (Billed per Trip)	24	$5,400	$1,500	$6,900
1.2B	Ongoing Remote Project Management Support (8 Hours/Week, Billed Monthly)	32	$7,200	$0	$7,200

Monthly Billing Estimates

Sciens' monthly billing schedule for these services is detailed below for an estimated 24-month project. These are **estimates** as to when onsite meetings would occur.

	MONTH	ACTIVITY	ASSOCIATED FEES
	Ongoing	Project Implementation Assessment and Planning	$0
1	March 2023	• Onsite Project Review Meetings (Week 1) • Onsite Project Review Meetings (Week 2) • Ongoing Remote Project Management Support	$6,900 $6,900 $7,200
2	April 2023	• Onsite Project Review Meetings (Week 1) • Onsite Project Review Meetings Week (2) • Ongoing Remote Project Management Support	$6,900 $6,900 $7,200
3	May 2023	• Onsite Project Review Meetings (Week 1) • Onsite Project Review Meetings (Week 2) • Ongoing Remote Project Management Support	$6,900 $6,900 $7,200
4	June 2023	Ongoing Remote Project Management Support	$7,200
5	July 2023	Ongoing Remote Project Management Support	$7,200
6	August 2023	Ongoing Remote Project Management Support	$7,200
7	September 2023	• Onsite Project Review Meetings • Ongoing Remote Project Management Support	$6,900 $7,200
	FY 2022-23 Total		**$98,700**
8	October 2023	Ongoing Remote Project Management Support	$7,200
9	November 2023	Ongoing Remote Project Management Support	$7,200
10	December 2023	Ongoing Remote Project Management Support	$7,200
11	January 2024	• Onsite Project Review Meetings • Ongoing Remote Project Management Support	$6,900 $7,200
12	February 2024	Ongoing Remote Project Management Support	$7,200
13	March 2024	Ongoing Remote Project Management Support	$7,200
14	April 2024	Ongoing Remote Project Management Support	$7,200
15	May 2024	• Onsite Project Review Meetings • Ongoing Remote Project Management Support	$6,900 $7,200
16	June 2024	Ongoing Remote Project Management Support	$7,200
17	July 2024	Ongoing Remote Project Management Support	$7,200
18	August 2024	Ongoing Remote Project Management Support	$7,200
19	September 2024	• Onsite Project Review Meetings • Ongoing Remote Project Management Support	$6,900 $7,200
	FY 2023-24 Total		**$107,100**
20	October 2024	Ongoing Remote Project Management Support	$7,200
21	November 2024	Ongoing Remote Project Management Support	$7,200
22	December 2024	Ongoing Remote Project Management Support	$7,200
23	January 2025	Ongoing Remote Project Management Support	$7,200
24	February 2025	• Onsite Project Review Meetings • Ongoing Remote Project Management Support	$6,900 $7,200
	FY 2024-25 Total		**$42,900**

TIPS PURCHASING COOPERATIVE

Sciens Consulting's services can be purchased through the following Purchasing Cooperative:

TIPS-USA. Our contract number is **200105** for Technology Solutions Products and Services. More information can be found at:

https://www.tips-usa.com/vendorProfile.cfm?RecordID=70CB96CA6605A6BB13B0FFD8BF237334

On behalf of the Sciens team, we look forward to working with you on this important project. If there is any other information you might require, please do not hesitate to reach out to me at sbarcey@sciens.com or (469) 346-6288.

Sincerely,



STEVEN BARCEY
Senior Manager, Sciens LLC
5900 South Lake Forest Drive, Suite 300
McKinney, Texas 75070
Direct phone: (469) 346-6288
sbarcey@sciens.com

Estimated Public Safety Software Replacement Project Expenses		
	Project Cost Breakdown	
Central Square Software		
1. CAD	$	115,860.40
1a. CAD to CAD Interface with County	$	18,190.00
2. Analytics	$	13,561.60
3. RMS *(Police)*	$	132,812.40
4. Mobile	$	146,308.80
5. Digital Evidence Management	$	52,147.50
Subtotal Central Square Software	**$**	***478,880.70***
Central Square Implementation		
1. CS Implementation Services *(PM, Installation, Data Conversion, Training)*	$	1,215,558.57
2. Extended Go-Live Support		
Subtotal Central Square Implementation	**$**	**1,215,558.57**
Total Central Square Software and Implementation	***$***	***1,694,439.27***
3rd Party Products and Services		
1. Real Time Intelligence Center - Camera Mgmt/Video Aggregation	$	175,000.00
2. ESO Fire Records Management System	$	122,576.85
2. County side of CAD to CAD Interface *(Tyler Technologies)*	$	50,000.00
3. Project Management Services *(Sciens Consulting)*	$	248,700.00
Subtotal 3rd Party Products and Services	**$**	***596,276.85***
IT Hardware and Software		
1. IT Infrastructure - Dell *(Servers, Switches)*	$	479,188.08
2. Microsoft Operating System and Database Software	$	480,000.00
3. System Backup Appliance	$	13,719.00
4. Mobiles *(Tablets, In-Car Printers, Card Swipes, Cradlepoints)*	$	290,000.00
5. Training Facility *(Computers, Monitors, Projectors, Printers)*	$	20,000.00
Subtotal IT Hardware and Software	**$**	***1,282,907.08***
Preliminary Total Project Charges	**$**	***3,573,623.20***
Project Contingency		
1. 10% of Total Project Spend	$	357,362.32
Total Estimated First Year Project Expenses	**$**	***3,930,985.52***

Funds Approved in FY 2021-21 Budget Appropriation

Funding Source: Capital Project 8646 Public Safety CAD, Mobile and RMS Software

Central Square Annual Recurring Subscription and Support Costs		
Year	Contract Price	Type
1	$ 478,880.70	Full Subscription and Support
2	$ 478,880.70	Full Subscription and Support
3	$ 478,880.70	Full Subscription and Support
4	$ 478,880.70	Full Subscription and Support
5	$ 478,880.70	Full Subscription and Support
First Year Subscription and Support Projected to Begin FY 24-25		

ESO Fire Records Annual Recurring Subscription and Support Costs		
Year	Contract Price	Type
1	$ 122,676.85	Full Subscription and Support
2	$ 122,676.85	Full Subscription and Support
3	$ 122,676.85	Full Subscription and Support
4	$ 122,676.85	Full Subscription and Support
5	$ 122,676.85	Full Subscription and Support
First Year Subscription and Support Projected to Begin FY 22-23		

City of Lubbock, TX
Capital Project
Project Cost Detail
January 10, 2023

Capital Project Number:	8646
Capital Project Name:	Public Safety CAD, Mobile and RMS Software

	Budget
Encumbered/Expended	
Product Review	$6,344
Sciens Consulting, LLC Consultant Services	119,825
Agenda Item January 10, 2023	
Dell Marketing - Server and Networking Hardware	479,188
Sciens Consulting Project Mgmt Services	248,700
ESO Solutions, Inc.	122,577
Central Square Technologies	1,694,439
Encumbered/Expended To Date	2,671,073
Estimated Costs for Remaining Appropriation	
Software and Services	1,428,927
Remaining Appropriation	1,428,927
Total Appropriation	$4,100,000

Project Name **Public Safety CAD, Mobile, and RMS Software** *Project Number* **8646**

Managing Department **Police Administration**

Project Manager **James Brown**

Project Classification **Master Plans/Studies**

Project Status **Approved**

Project Scope
This IT Department will conduct a study in order to determine the best software that will be the most compatible for the Police and Fire Departments.

Project Justification
The current CAD, mobile, and RMS software being utilized by the Police Department is outdated and will no longer be supported in the near future.

Project History
$100,000 was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.
$4,000,000 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-O0126, October 1, 2021.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Project Amount
Other Activities	4,100,000	0	0	0	0	0	0	4,100,000
Total Project Appropriation	4,100,000	0	0	0	0	0	0	4,100,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total Funding
FY 2020 Information Technology Cash	100,000	0	0	0	0	0	0	100,000
FY 2022 General Fund Tax Notes	4,000,000	0	0	0	0	0	0	4,000,000
Total Funding Sources	4,100,000	0	0	0	0	0	0	4,100,000

		Unappropriated Planning Years					
Operating Budget Impact	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	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 - Lubbock Power & Light: Consider a resolution adopting the Amended Electric Rate/Tariff Schedule of Lubbock Power & Light, the City of Lubbock's municipally owned electric utility, applicable to all rate classes, effective February 1, 2023.

Item Summary

A clean copy of the amended Tariff, along with a red-lined copy of the amended Tariff, is provided for back up. The attached amended Tariff does not include a rate increase for any rate class. The material changes in the amended Tariff for consideration by the City Council are summarized as follows:

General Terms and Conditions – III. Provision Of Service

As LP&L enters into retail competition there may no longer be a need to collect electric deposits from customers. The proposed revised language regarding deposits allows the Director of Electric Utilities to determine, by written policy, the process for terminating deposits and returning deposits to customers when a credit balance exist on the account. There is also additional language added allowing the City Council to delegate authority, in certain instances that require expedition, to modify language in the Tariff addressing General Terms and Conditions and Rate Schedules as detailed below:

- Section 7. Deposits– change wording from shall to may charge a deposit.
- Section 7(a). Deposits - Change wording from shall to may charge a deposit. Add language that says "as determined by written policy of the director of Electric Utilities, except as provided herein".
- Section 7 (j). Deposits -Add language: "Upon LP&L's entry into retail competition or when a Customer otherwise closes an account, if the deposit exceeds the final electric charges such that Customer has a credit balance, LP&L will mail a check to the Customer's address on file for the amount of the credit balance."
- Section 13. Right to Amend – Add language: "and as provided herein by delegation of the City Council of the City of Lubbock,".
- Add Section19. Transition to Customer Choice. LP&L expects to transition to Customer retail choice in the Fall of 2023. To meet the necessary timelines for this transition, certain Terms and Conditions and Rate Schedules may need to be revised in an expedited fashion. The City Council of the City of Lubbock hereby delegates authority to the Electric Utility Board to modify or supplement these General Terms and Conditions and Rate Schedules contained herein, effective as of February 1, 2023. Upon such approval by the Electric Utility Board, any such modifications or additions shall be posted on LP&L's website with this Tariff. Any such modifications or additions will be effective as of the date they are approved by the Electric Utility Board. This delegation extends only to terms, conditions, and business processes, and does not extend to changing the amounts of any rates contained herein, unless otherwise provided in this Tariff.

Residential Standard Service - Rate 1

- Budget Billing language will change to: "Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. No new Customers will

be enrolled in budget billing beginning October 1, 2022. Beginning February 1, 2023, the Director of Electric Utilities may phase out or end budget billing on the schedule that the Director of Electric Utilities deems appropriate for Customers enrolled in budget billing prior to October 1, 2022."

Residential Electric Space Heating Service - Rate 3

- Change Budget Billing language to same as Residential Standard Service Rate 1.

Residential Net Metering Service - Rate 5

- Change Budget Billing language to same as Residential Standard Service Rate 1.

Guard Light Service

- No new lights will be installed by LP&L. As a result, this rate is closed to new Customers.
- Add language: Due to the transition to customer retail choice, this rate will end for current customers beginning in February 2023, according to written policy established by the Director of Electric Utilities.
- CONDITIONS OF SERVICE - Add language: Upon the conclusion of this rate, beginning in February 2023, Customer may have the opportunity to purchase existing equipment on the Premises from Lubbock Power & Light, upon terms and conditions satisfactory to Lubbock Power & Light Director of Electric Utilities and General Counsel, at a value no less than twenty-five dollars per pole. The Director of Electric Utilities is hereby delegated authority to sell the identified equipment as provided herein.

Flood Light Service

- No new lights will be installed by LP&L. As a result, this rate is closed to new Customers.
- Add language: Due to the transition to customer retail choice, this rate will end for current Customers beginning in February 2023, according to written policy established by the Director of Electric Utilities.
- CONDITIONS OF SERVICE - Add language: Upon the conclusion of this rate, beginning in February 2023, Customer may have the opportunity to purchase existing equipment on the Premises from Lubbock Power & Light, upon terms and conditions satisfactory to Lubbock Power & Light Director of Electric Utilities and General Counsel, at a value no less than twenty-five dollars per pole. The Director of Electric Utilities is hereby delegated authority to sell the identified equipment as provided herein.

Fiscal Impact

The attached amended Tariff does not include a rate increase for any rate class.

Staff/Board Recommending

Electric Utility Board

Attachments

Resolution - CC

FY 2022-23 Tariff (Clean)

FY 2022-23 Tariff (Redline)

LPL Resolution - Executed

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock;

WHEREAS, pursuant to Chapter 1, Article XII, Section 1, of the City of Lubbock Charter, the City Council of the City of Lubbock has exclusive jurisdiction to approve all electric rates of Lubbock Power & Light;

WHEREAS, the Electric Utility Board is charged with approving and submitting an electric rate schedule ("Rate Schedule/Tariff") for Lubbock Power & Light to the City Council pursuant to §2.03.415(a) of the Code of Ordinances of the City of Lubbock;

WHEREAS, the Electric Utility Board may, as required from time to time, submit to the City Council for its approval amendments to the budget and/or Rate Schedule/Tariff pursuant to §2.03.415(a) of the Code of Ordinances of the City of Lubbock;

WHEREAS, due to Lubbock Power & Light's plans to opt into retail competition in the Fall of 2023, certain modifications to the Rate Schedule/Tariff are required;

WHEREAS, the Electric Utility Board, by Resolution dated December 19, 2022, approved the Rate Schedule/Tariff for Lubbock Power & Light, as amended, and recommended that the City Council adopt the Rate Schedule/Tariff, with an effective date of February 1, 2023;

WHEREAS, Chapter I, Article XII, Section 1, of the City of Lubbock Charter and §2.03.415(a) of the Code of Ordinances of the City of Lubbock require that the Rate Schedule/Tariff of Lubbock Power & Light be approved by the City Council prior to its adoption: NOW, THEREFORE:

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

THAT Lubbock Power & Light's Electric Tariff, as attached hereto, be approved and adopted with an effective date of February 1, 2023.

Passed by the City Council the 10th day of January, 2023.

_____

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



Lubbock Power & Light

The power is yours.

Electric Rate/Tariff Schedule

Amended February 1, 2023

Lubbock Power & Light Electric Rate/Tariff Schedule

Service Schedules

Type of Service	Rate Class
General Terms and Conditions	
Residential Standard Service	Rate 1
Residential Electric Space Heating Service	Rate 3
Residential Net Metering Service	Rate 5
Small General Service	Rate 10
Small General Service Net Metering	Rate 11
Large School Service	Rate 15
Secondary General Service and Secondary General Service Net Metering	Rate 16
Primary General Service	Rate 16P
Transmission General Service	Rate 16T
State University General Service	Rate 16U
Large Municipal Service	Rate 17
Street Lighting Service	Rate 18
General Religious Service	Rate 19
Small Municipal & School Service	Rate 21
Optional Time-of-Use Service Rider	
Guard Light Service	
Flood Light Service	
Miscellaneous Service Charges	
Power Cost Recovery Factor	

GENERAL TERMS AND CONDITIONS

I. STATEMENT OF PURPOSE

In order that all Customers (as defined below) may receive uniform, efficient, and adequate Service, electric Service will be supplied to and accepted by all Customers receiving Service from the City of Lubbock's municipally owned electric utility, Lubbock Power & Light (sometimes referred to herein as "LP&L"), in accordance with these General Terms and Conditions, including the Rate Schedule. For purposes of this Tariff, "Customer" shall mean any individual, person, firm, corporation or other legal entity receiving Service from LP&L. All references herein to either the City of Lubbock or LP&L shall be inclusive of the other.

II. DEFINITIONS

The following terms, when used in these General Terms and Conditions, Rate Schedules and Service agreements, shall have the meanings given below, unless otherwise indicated. These definitions do not modify more technical definitions for terms provided in other LP&L policies and/or standards pertaining to Service(s).

AMI – means Advanced Metering Infrastructure. AMI is the system that collects and communicates energy usage between an advanced utility Meter and LP&L.

Applicant – shall mean any individual, person, firm, corporation, or other legal entity, who is in the process of applying for Service from LP&L, but for whom Service has not yet been approved.

Critical Care Residential Customer – means a "critical care residential customer" as defined in Section 17.002(3-a), Texas Utilities Code, as a residential customer who has a person permanently residing in the customer's home who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life.

Critical Load Industrial Customer – means a "critical load industrial customer" as defined in Section 17.002(3-b), Texas Utilities Code, as an industrial customer for whom an interruption or suspension of electric service will create a dangerous or life-threatening condition on the customer's premises.

Customer – has the meaning assigned to it in Article I of these General Terms and Conditions.

Customer's Installation – means, in general, all wiring, pipes, valves, devices, apparatus, and appliances of any kind or nature on Customer's side of the Point of Delivery, except for Facilities.

Distributed Generation – means electrical generation and storage systems with 10 kW or less of capacity for residential Customers or 200kW or less or has been approved by an LP&L engineering study for commercial Customers, installed at or near Customer's Premises. Examples of Distributed Generation include, but are not limited to, solar photovoltaic or wind technology.

ERCOT – means the Electric Reliability Council of Texas, Inc.

Facilities – means all buildings, structures, Meters, and equipment of LP&L, including all tangible and intangible property, without limitation, owned, operated, leased, licensed, used, controlled, or supplied for, by, or in connection with LP&L operations and provision of Service.

General Terms and Conditions – means the written statement of terms and conditions by which Service is offered, connected, provided, refused, disconnected, interrupted, suspended, reconnected, and the respective rights, obligations, exemptions, and liabilities of Customers and LP&L.

Interconnection Agreement – shall mean the Interconnection Agreement approved by the Electric Utility Board on December 15, 2021, EUB Resolution No. EUB 2021-R0092, as it may be amended from time to time, or the Interconnection Agreement applicable at the time Customer signed if Customer executed same prior to January 17, 2022.

LP&L – means Lubbock Power & Light and the City of Lubbock.

Meter – means the metering device and any auxiliary equipment, whether physical or virtual, as specified, supplied, owned and operated by LP&L that measures the quantity of electric energy and gathers billing data to determine the charges for Service(s) provided by LP&L. A Meter shall not be considered part of Customer's Installation and Customer shall not be authorized to purchase, install, remove and/or operate a Meter. The term Meter is inclusive of both AMI Meters and Non-Standard Meters.

Miscellaneous Service Charges – means the Rate Schedule, entitled "Miscellaneous Service Charges," as it may be amended and updated from time to time.

Net Metering Customer – has the meaning assigned to it in Rates 5 and 16, as applicable.

Non-Standard Meter – means any LP&L approved non-AMI meter that measures electric energy.

Point of Delivery – means, in general, the physical point where the electric energy first leaves the Service Installation and enters Customer's Installation.

PPA – means a power purchase agreement.

Premises – means a tract of land, real estate or related commonly used tracts, including buildings or locations where Customer is eligible to receive Service.

Rate or Rate Schedule – means the written statement of terms, including Customer classification, which reflects the compensation, tariff, charge or fee that is directly or indirectly demanded, charged, or collected by LP&L for Service(s), and includes but is not limited to all rates.

Service – means electric Service in the broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished, used or supplied, including Facilities by LP&L.

Service Installation – means the Facilities that are located on Customer's Premises that are installed to provide Service to Customer.

Service Territory – means the certificated service area to which LP&L provides Service as approved by the Public Utility Commission of Texas.

SPP – means the Southwest Power Pool, Inc.

Tariff – means these General Terms and Conditions and the Rate Schedules incorporated herein.

III. PROVISION OF SERVICE

1. Customer's Installation. Customer assumes all responsibility on Customer's side of the Point of Delivery and at the Point of Delivery, including without limitation, at its own expense, for installing and maintaining such protective devices as are recommended or required by the then current edition of the National Electrical Code or as may be necessary to protect Customer's Installation, equipment or operations during abnormal, irregular, or interrupted Service conditions or the failure of all or a part of Service provided by LP&L. Such protective devices include, but are not limited to, equipment necessary to limit voltage fluctuations, transients, or harmonics such that neither LP&L nor LP&L's other Customers are adversely affected. All wiring and other electrical equipment furnished by the Customer, including Customer's Installation, will be installed, operated, and maintained by the Customer at all times in conformity with good electrical practice, applicable law and regulation, and with the requirements of the constituted authorities and this Tariff. LP&L is not obligated to serve any equipment or any premises that has a detrimental effect on LP&L Facilities, the equipment or the equipment of Customers, or other Customer's Installations.

   Any adjustments claimed by a Customer related to (i) the application of inaccurate rates or fees; (ii) inaccurate meter readings, (iii) meters or charges not corresponding to the Customer's Premises; or (iv) charges otherwise in excess of correct charges, must be presented by Customer to LP&L, Attention: City of Lubbock Utilities Customer Service, within six (6) months of the claimed Rate, fee or meter inaccuracy to be duly considered by LP&L. The requirement of timely presentation, as set forth above, shall not apply in instances wherein a Customer is billed for Service that is not received by Customer due to mistake of LP&L or where charges are found to be higher than authorized by this Tariff. Back-billing shall not exceed a period of six months, if it is found that a higher rate or charge should have

been applied to Customer, and Customer has no fault in the incorrect Rate or charge. For instances of overbilling, the Customer's bill shall be corrected for the entire period of the overbilling.

Nothing contained in this Tariff shall be construed to require a person or entity located within the Service Territory to accept Service from LP&L.

2. Continuous Service. **LP&L SHALL USE REASONABLE DILIGENCE TO PROVIDE CONTINUOUS SERVICE BUT LP&L DOES NOT GUARANTEE AGAINST IRREGULARITIES, INTERRUPTIONS, OR FLUCTUATING WAVE FORM OR FREQUENCY, IT BEING UNDERSTOOD THAT OCCASSIONAL IRREGULARITIES, INTERRUPTIONS, AND FLUCTUATIONS MAY OCCUR. LP&L SHALL NOT BE LIABLE FOR DAMAGES OR INJURY, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL OR ECONOMIC LOSS DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF PRODUCTION CAPACITY, OR DIRECT OR INDIRECT DAMAGES OF ANY KIND FOR INJURIES TO PERSONS OR PROPERTY, OCCASIONED BY INTERRUPTION, FAILURE TO COMMENCE DELIVERY VOLTAGE, WAVE FORM OR FREQUENCY FLUCTUATIONS CAUSED BY AN ACT OF GOD OR THE PUBLIC ENEMY, A BREAKDOWN OF PLANTS, LINES OR EQUIPMENT, ACCIDENTS, FIRE, EXPLOSIONS, STRIKES, RIOTS, WAR, PANDEMICS, DELAY IN RECEIVING SHIPMENTS OR REQUIRED MATERIALS, ORDER OF ANY COURT OR JUDGE GRANTED IN BONA FIDE ADVERSE LEGAL PROCEEDINGS OR ACTION OR ANY ORDER BY ANY COMMISSION OR TRIBUNAL HAVING JURISDICTION; OR, WITHOUT LIMITATION BY THE PRECEDING ENUMERATION, ANY OTHER ACT OR THING DUE TO CAUSES BEYOND LP&L'S CONTROL, OR DUE TO THE NEGLIGENCE OF LP&L, ITS EMPLOYEES, OR CONTRACTORS, EXCEPT TO THE EXTENT THAT THE DAMAGES ARE OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LP&L.**

3. Intentional Interruption of Service. Notwithstanding anything provided herein, LP&L may, without notice and without liability to the Customer, interrupt Service to the Customer when, in LP&L's sole judgment, the interruption of Service:

   a. will prevent or alleviate an emergency threatening to disrupt the operation of LP&L's system, Facilities, or the applicable electrical grid;
   b. will lessen or remove possible danger to life or property;
   c. will aid in the restoration of Service;
   d. is required to make necessary repairs to or changes in the Facilities; or
   e. in the event of a national or local disaster, to protect public safety, or if required by any governmental or regulatory body with jurisdiction over LP&L, or if required by the applicable regional transmission operator, including ERCOT or SPP.

LP&L may, in the event of a national emergency or local disaster resulting in disruption of normal Service, in the public interest, interrupt Service to the

Customer to provide necessary Service to civil defense or other emergency service agencies on a temporary basis until normal Service to the agencies can be restored.

4. Disclaimer of Warranties. **LP&L AND THE CITY MAKE NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ANY SERVICE AND DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF SERVICE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.**

5. Discontinuance, Suspension and Refusal of Service. In addition to and in conjunction with any other federal, state or local law regarding discontinuance, suspension or refusal of utility service, LP&L may discontinue, suspend or refuse to supply Service to any Customer for the following reasons:

   a. Disconnection with notice. LP&L may disconnect Service after proper notice for any of the following reasons:

      (i) failure to pay a bill for Service or failure to comply with the terms of any agreed payment plan;
      (ii) failure to pay a deposit as required by these General Terms and Conditions;
      (iii) for any other reason whereby LP&L is legally entitled to disconnect Service with notice; or
      (iv) for failure to comply with these General Terms and Conditions.

   b. Disconnection without notice. LP&L may disconnect Service without prior notice for any of the following reasons:

      (i) where a known dangerous condition exists for as long as the condition exists;
      (ii) where Service is connected without authority by a person who has not made application for Service;
      (iii) where Service was reconnected without authority after termination for nonpayment;
      (iv) failure to comply with the terms of any agreed payment plan where such plan provides for disconnection without further notice;
      (v) where there has been tampering with or extension of LP&L's equipment, Facilities, or evidence of theft of Service;
      (vi) for any other reason whereby LP&L is legally entitled to disconnect Service without notice; or
      (v) any other unauthorized use, including the sale or resale of Service.

   c. Refusal of Service. LP&L may refuse to serve an Applicant for any of the following reasons:

      (i) Applicant's installation or equipment, including but not limited to the Meter base, is known to be hazardous or of such a character that safe or satisfactory Service cannot be given;

(ii) Applicant owes a debt to LP&L for Service;

(iii) Applicant applies for Service at a location where another Customer received, or continues to receive, Service and the Service bill is unpaid at that location, if the change in identity is made in an attempt to assist the other Customer avoid or evade payment. An Applicant may request the Director of Electric Utilities, by providing notice as specified below, to review a decision to not provide Service due to a staff determination of an intent to deceive. Notice shall be provided in writing to the Director of Electric Utilities, at 1314 Avenue K, Lubbock, Texas 79401, not later than seven (7) calendar days after the Applicant is informed of the reason for refusal to connect;

(iv) The Applicant fails to make a deposit if required do so under these General Terms and Conditions or Rate Schedule.

(v) The Applicant does not provide true and accurate information to LP&L in its application for Service, or is not authorized to make an application for Service for the Premises;

(vi) Evidence of unauthorized re-metering, sub-metering, or resale of Service; or

(vii) A violation of these General Terms & Conditions, Rate Schedule, or Customer's Service agreement, as applicable.

d. Connection, Disconnection, and Reconnection.

(i) Only LP&L employees, its agents, or other lawful officials who are authorized by LP&L have the authority to connect, disconnect, or reconnect Service either remotely or on the Premises. Service connection, disconnection or reconnection performed by any other person will be considered as an unauthorized act and appropriate action may be taken consistent with any legal remedies available to LP&L, including but not limited to, criminal prosecution.

(ii) Customer is responsible for any fees and/or miscellaneous charges associated with any connection, disconnection and/or reconnection activities. Upon Customer's correction of the reasons for disconnection, LP&L shall reconnect the Service subject to Customer's payment of standard reconnect fees assessed in accordance with the Miscellaneous Service Charges, if any.

6. Customer Liabilities. Customer is responsible and liable for Customer's Installation, or other buildings, or facilities at and past the Customer's side of the Point of Delivery of Service including but not limited to:

a. Excessive consumption caused by Customer's Installation;

b. Damage caused by an open valve or circuit after Service initiation;

c. A violation of the General Terms & Conditions, including Meter tampering, theft of Service, unlawful use of Service, or damage to the Facilities;

d. Any loss or damage to LP&L, the Facilities, or third party facilities required to provide Service caused by or arising out of Customer's overloading or due to carelessness, neglect, or misuse by Customer or other person(s); or

e. Any loss or damage to LP&L, the Facilities, or third party facilities caused by electrical backfeed or other negligent or intentional misuse of Distributed Generation connected to the Facilities, regardless of whether such equipment is approved through an Interconnection Agreement with LP&L, as applicable.

The cost of any damage or loss to LP&L or any third parties, due to the reasons stated above shall be the responsibility of the Customer.

7. Deposits. LP&L may require a deposit for Service, in accordance with the following terms and conditions:

a. LP&L may require a deposit from the Applicant in an amount equal to ONE-SIXTH (1/6) of the reasonable and good-faith estimate of annual billings of the Premises or ONE HUNDRED THIRTY FIVE AND NO/100 DOLLARS ($135.00), as determined by written policy of the Director of Electric Utilities, except as provided herein.

b. A residential Applicant may be exempt from the deposit requirement if any of the following conditions are met by the Applicant:

(i) The Applicant produces, to the satisfaction of LP&L, proof that during the two years prior to applying for Service from LP&L, the Applicant was a customer of a utility providing electric service or was a customer of one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and

1) While a customer, the Applicant was not delinquent in paying for any utility service on more than one occasion; and while a customer, the Applicant never had any of the utility services subject to interruption for nonpayment; or
2) the Applicant demonstrates adequate and available credit, to the satisfaction of LP&L, by producing evidence of creditworthiness in the Applicant's name from a utility providing electric service of whom the primary Applicant was a customer; or
3) the Applicant is at least sixty-five (65) years of age and has no outstanding account balance with a utility for utility service including City of Lubbock utility services that accrued within the last two years.

(ii) the Applicant has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, by a family violence center as defined in Texas Human Resources Code § 51.002, by treating medical personnel, by law enforcement personnel, by the Office of a Texas District Attorney or County Attorney, by the Office of the Attorney General, or by a grantee of the Texas Equal

Access to Justice Foundation. This determination shall be evidenced by submission of a certification letter developed by the Texas Council on Family Violence. The certification letter may be submitted directly to LP&L.

c. A residential Customer who is exempted from the deposit requirement under Section 7(b) may have the exemption withdrawn and a deposit applied to the account if the Customer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:

(i) the Customer's account for Services becomes delinquent;
(ii) the Customer's Services are interrupted due to non-payment;
(iii) payment for Services has been returned to LP&L / City of Lubbock Utilities as a dishonored payment;
(iv) tampering with LP&L's Facilities, or theft of Service, has been found; or
(v) the Customer fails to comply with the terms of any agreed payment plan.

d. Residential Deposit Refund: Customers from whom a deposit has been collected shall be eligible for a refund of said deposit after the Customer has paid bills for Service for twelve (12) consecutive residential billings and during this twelve (12) month period, demonstrated creditworthiness as defined in Section 7(b).

e. An Applicant for non-residential Service shall be exempt from the deposit requirement if any of the following conditions are met by the Applicant:

(i) Proof that during the two years prior to applying for Service from LP&L, the Applicant was a customer of a utility providing electric service or was a customer of one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and is not currently delinquent in payment of any such utility service account;
(ii) While a customer of a utility providing electric service or a customer of one or more of the City of Lubbock utility services, the Applicant was not delinquent in paying for any service on more than one occasion;
(iii) While a customer of a utility providing electric service or a customer of one or more of the City of Lubbock utility services, the Applicant never had any of the services subject to interruption for nonpayment.
(iv) The Applicant demonstrates adequate and available credit, to the satisfaction of LP&L, by producing evidence of creditworthiness in the Applicant's name from a utility providing electric service of whom the primary Applicant was a customer. Additional forms of creditworthiness include Surety Bonds and Letter of Guarantee.

Both of these mechanisms must guarantee payment to the utility in the event the Applicant defaults.

f. A non-residential Customer who is exempted from the deposit requirement under Section 7(e) may have the exemption withdrawn and a deposit applied to the account if the Customer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:

(i) the Customer's account for Services become delinquent;
(ii) the Customer's Services are interrupted due to non-payment;
(iii) payment for Services has been returned to LP&L / City of Lubbock Utilities as a dishonored payment;
(iv) tampering with LP&L's Facilities, or theft of Service, has been found; or
(v) the Customer fails to comply with the terms of any agreed payment plan.

g. A non-residential Deposit Refund: Customers from whom a deposit has been collected shall be eligible for a refund of said deposit after the Customer has paid bills for Service for twenty-four (24) consecutive non-residential billings and during this twenty-four (24) month period, demonstrated creditworthiness as defined in Section 7(e).

h. Refunds to eligible Customers shall be made promptly either in the form of a check payable to the Customer or as a credit to the Customer's bill, as determined at the sole discretion of LP&L. A Customer who received a refund of their deposit may have the deposit requirement reapplied if the Customer no longer demonstrates creditworthiness and defined in Section 7(b) and (e).

i. LP&L shall keep the following records for all deposits collected by LP&L pursuant to this Section:

(i) the name and address of each depositor;
(ii) the amount and date of the deposit; and
(iii) each transaction concerning the deposit.

j. Any deposit not previously refunded to Customer or credited to Customer's account as provided herein shall be credited to Customer's final bill for Service. Upon LP&L's entry into retail competition or when a Customer otherwise closes an account, if the deposit exceeds the final electric charges such that Customer has a credit balance, LP&L will mail a check to the Customer's address on file for the amount of the credit balance.

8. Right of Way. By accepting Service under this Tariff, Customer provides, at no expense to LP&L, valid easements and rights-of-way, as required by LP&L, for installation of an electric distribution system, or other Facilities, to provide Service to Customer on the Premises. Subject to and in conjunction with all other applicable federal, state and local laws and regulations, LP&L shall have the right to clear its distribution system and Service Installation, of any interfering tree, shrub, or other

obstruction and shall have the right to determine and maintain the amount of clearance it deems necessary in accordance with good utility practices and applicable law. Customer shall maintain all required clearances around Service Installation, Meters, and metering equipment satisfactory to LP&L. Customer shall not obstruct LP&L access to or around the Facilities, Service Installation, or equipment. If such obstruction(s) must be removed in order to provide, maintain, or operate Service, LP&L may charge Customer the actual costs associated with such actions at its sole discretion.

9. Meters and Metering.
    a. LP&L owns, furnishes, installs, programs, calibrates, tests and maintains all Meters (but not Meter bases) and all associated Facilities, used for retail billing and settlement purposes in the Service Territory.
    b. In case of unauthorized re-metering, sale or resale of Service, extension, Service connection or reconnection, other disposition of Service, Meter tampering, other alteration, or theft, LP&L may, without prior notice to any party, immediately discontinue Service until and unless all unauthorized activity ceases and full payment is made by Customer to LP&L for all applicable replacement and/or Service charges in accordance with the applicable sections of this Tariff. Full payment may include monthly billings from the applicable Rate Schedules, including without limitation Miscellaneous Service Charges, estimated or actual past electrical usage, and charges for LP&L's expenses incurred in correcting Customer's unauthorized activities.
    c. LP&L shall install or utilize an AMI Meter at Customer's Premises unless Customer requests a Non-Standard Meter, and such request is accepted, and Customer complies with the terms of provisions of such Non-Standard Meter, including the payment of any applicable fees or Rates.

10. Access to Premises. LP&L or its authorized agents shall have safe access at all reasonable hours to the Premises to construct, operate, improve, reconstruct, replace, repair, inspect, patrol, maintain, add, or remove Facilities, Service Installation, Meters, including Meter reading, and all other purposes incident to supplying of Service. In the event such safe access is obstructed or otherwise made unavailable, LP&L may take any actions authorized by law, this Tariff, or otherwise to gain access to the Premises.

11. Voltage Tolerances. LP&L may measure and record voltage levels at Customer's billing Meter. Voltages outside of the Acceptable Range, as defined below, will be corrected as soon as possible by LP&L. For purposes of the Tariff, voltages within the Acceptable Range shall be deemed consistent with proper electric utility Service and good utility practice.

Nominal Voltage (Volts)	Acceptable Range (Volts)
120	110-127
208	191-220
240	220-254
277	254-293
480	440-508

12. Agreed Payment Arrangement. LP&L may allow a Customer to pay an outstanding bill in installments, and if Customer pays according to the agreed upon arrangement, the Customer will avoid disconnection for non-payment. In such event, the Customer may establish a payment arrangement by contacting LP&L in person, by telephone or by any other electronic communication approved by LP&L. Any such agreed payment arrangement shall be subject to all the following terms and conditions.

    a. The agreed payment arrangement must be in writing.
    b. The Director of Electric Utilities may include terms and conditions consistent with the Tariff and applicable federal, state, and local law and regulations.
    c. In the event of a conflict between a written agreed payment arrangement and the Tariff, unless otherwise provided by in agreed payment arrangement, the terms and conditions of the Tariff shall control.
    d. Failure to pay according to the payment arrangement may result in disconnection of Service to Customer.
    e. No agreed payment arrangements can extend beyond September 30, 2023.

13. Right to Amend. The Tariff may be amended or modified by LP&L through a written instrument duly executed by the City Council of the City of Lubbock, and as provided herein by delegation of the City Council of the City of Lubbock, without further notice provided to Customer, except as otherwise required by law.

14. Critical Care Residential Customers and Critical Load Industrial Customers.

    a. Procedure for Qualification. LP&L will designate Critical Care Residential Customers and Critical Load Industrial Customers in accordance with Texas Utilities Code Section 17.005(f), and follow any

procedures as may be required by Texas Utilities Code Section 17.005(f), and the rules promulgated thereunder.

b. Designation as a Critical Care Residential Customer or Critical Load Industrial Customer under this Section does not relieve Customer of the obligation to pay LP&L for Service(s) rendered, does not prevent disconnection for nonpayment or other reasons provided in this Tariff, and does not prohibit LP&L from utilizing any approved collection methods for recovering the obligation. An enrolled Critical Care Residential Customer or Critical Load Industrial Customer may also request information from LP&L regarding eligibility requirements for deferred payment arrangements and/or payment assistance programs.

c. No Guarantee of Service. Designation as a Critical Care Residential Customer or Critical Load Industrial Customer does not guarantee uninterrupted Service. Specifically, Service may be interrupted as provided herein.

15. Severability. If any portion of this Tariff is held unenforceable by a court of competent jurisdiction, the remainder of the Tariff shall not be affected and shall remain fully in force and enforceable. To the extent permitted by applicable laws, the Customer hereby waives any provision of applicable law that renders any provision hereof prohibited or unenforceable in any respect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be provisions added automatically as part of this Tariff to replace such illegal, invalid, or unenforceable provision with a legal, valid, and enforceable provision, the economic effect of which comes as close as possible to that of the illegal, invalid, or unenforceable provision.

16. Meter Aggregation. LP&L will bill each Meter as a single Meter. Customers with multiple Meters that are rendered to a contiguous area, or that are metered across a dedicated street or alley will be billed on a per Meter basis with no aggregation of those Meters for billing purposes. Subject to mutual agreement by Customer and LP&L, multiple Meters may be electronically or digitally totalized.

17. Interconnection. No Customer may interconnect any Distributed Generation to the system of LP&L, unless and until an Interconnection Agreement is entered into by Customer and LP&L. A Customer interconnecting Distributed Generation to the system of LP&L agrees to abide by the Interconnection Guidelines or Interconnection Agreement, as applicable, the PUC rules, and ERCOT Protocols regarding same.

18. Applicable Law. **The laws of the State of Texas shall govern the validity, performance and enforcement of this Tariff and the venue for any legal proceedings shall lie solely in courts of competent jurisdiction located in Lubbock County, Texas.**

19. Transition to Customer Choice. LP&L expects to transition to Customer retail choice in the Fall of 2023. To meet the necessary timelines for this transition, certain Terms and Conditions and Rate Schedules may need to be revised in an expedited fashion. The City Council of the City of Lubbock hereby delegates authority to the Electric Utility Board to modify or supplement these General Terms and Conditions and Rate Schedules contained herein, effective as of February 1, 2023. Upon such approval by the Electric Utility Board, any such modifications or additions shall be posted on LP&L's website with this Tariff. Any such modifications or additions will be effective as of the date they are approved by the Electric Utility Board. This delegation extends only to terms, conditions, and business processes, and does not extend to changing the amounts of any rates contained herein, unless otherwise provided in this Tariff.

RESIDENTIAL STANDARD SERVICE

Rate 1

APPLICABLE: To residential Customers for Service used for domestic purposes in private residences and separately metered individual apartments when all Service is supplied at the Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$8.07 per month per Meter
Energy Charge:	$0.03381 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

BUDGET BILLING: Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. No new Customers will be enrolled in budget billing beginning October 1, 2022. Beginning February 1, 2023, the Director of Electric Utilities may phase out or end budget billing on the schedule that the Director of Electric Utilities deems appropriate for Customers enrolled in budget billing prior to October 1, 2022.

TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after February 1, 2023

RESIDENTIAL
ELECTRIC SPACE HEATING SERVICE

Rate 3

APPLICABLE: To residential Customers for Service with predominant electric space heating used for domestic purposes in private residences and separately metered individual apartments when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises to be served. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Electric space heating includes permanently installed whole house space heating equipment in regular use, including heat pumps and electric resistance heating and excluding bathroom heaters.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$8.07 per month per Meter
Energy Charge:	$0.02921 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt-hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Service rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

BUDGET BILLING: Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. No new Customers will be enrolled in budget billing beginning October 1, 2022. Beginning February 1, 2023, the Director of Electric Utilities may phase out or end budget billing on the schedule that the Director of Electric Utilities deems appropriate for Customers enrolled in budget billing prior to October 1, 2022.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after February 1, 2023.

RESIDENTIAL
NET METERING SERVICE

Rate 5

APPLICABLE:

To residential Customers for Service used for domestic purposes in private residences and separately metered individual apartments when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to Net Metering Customers only. Net Metering Customers are defined as Customers who have installed residential solar technology capable of producing less than 10kW as distributed generation on the Customer side of the LP&L Meter. As a condition of Service under this Rate Schedule, all Net Metering Customers must sign an Interconnection Agreement. Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge: $30.43 per month per Meter

Summer Energy Charge (≤1,000kWh):	$0.01292 per kWh
Summer Energy Charge (>1,000kWh):	$0.02349 per kWh
Non-Summer Energy Charge (≤1,000kWh):	$0.00397 per kWh
Non-Summer Energy Charge (>1,000kWh):	$0.01175 per kWh

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

NON-SUMMER MONTHS:

The billing months of October through May

SUMMER MONTHS:	The billing months of June through September
POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
BUDGET BILLING:	Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. No new Customers will be enrolled in budget billing beginning October 1, 2022. Beginning February 1, 2023, the Director of Electric Utilities may phase out or end budget billing on the schedule that the Director of Electric Utilities deems appropriate for Customers enrolled in budget billing prior to October 1, 2022.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after February 1, 2023.

SMALL GENERAL SERVICE

Rate 10

APPLICABLE:

To commercial Customers for Service supplied at secondary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Youth-oriented (18 years of age and younger) non-profit sports leagues utilizing Service for sports field lighting at municipally owned outdoor facilities may be served under this rate regardless of demand. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 10 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$13.55 per month per Meter
Energy Charge:	$0.01987 per kWh

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after February 1, 2023.

SMALL GENERAL NET METERING SERVICE

Rate 11

APPLICABLE:

To commercial Customers for Service supplied at secondary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 11 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to Net Metering Customers only. As a condition of Service under this Rate Schedule, all Net Metering Customers on this rate must sign an Interconnection Agreement. Net Metering Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$28.77 per month
Energy Charge (≤1,000kWh):	$0.00076 per kWh
Energy Charge (>1,000kWh):	$0.01878 per kWh

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) for competitive purposes, by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any competing electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Service rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Net Metering Customer entitled to Service under Rate 11 is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service and power to such Net Metering Customer are provided therein, such rates payable by Net Metering Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Net Metering Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.

EFFECTIVE DATE: For all Meters read by LP&L on or after February 1, 2023.

LARGE SCHOOL SERVICE

Rate 15

APPLICABLE:

To all public and private school facilities supplied at secondary voltage for school purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service, or to Service for which a specific Rate Schedule is provided.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$39.74 per month per Meter
Energy Charge:	$0.00049 per kWh
Demand Charge:	$5.77410 per kW

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DEMAND:

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand Meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 21 hours.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at the Point of Delivery, a power factor of not less than 85% lagging.

Where Customer's Installation fails to maintain a power factor of at least 85% lagging at LP&L's Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the Point of Delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after February 1, 2023.

SECONDARY GENERAL SERVICE AND SECONDARY GENERAL SERVICE NET METERING

Rate 16

APPLICABLE:

To all commercial and industrial Customers for Service supplied at secondary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 10 (Small General Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

This rate is also available for Net Metering Customers. As a condition of Service under this Rate Schedule, all Net Metering Customers with installed non-residential solar or wind technology capable of producing less than 200kW as Distributed Generation must sign an Interconnection Agreement. Net Metering Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period. Demand will be billed as maximum demand greater than zero.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$28.56 per month per Meter
Energy Charge:	$0.00080 per kWh
Summer Demand Charge:	$8.00922 per kW
Non-Summer Demand Charge:	$4.28400 per kW

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

NON-SUMMER MONTHS: The billing months of October through May

SUMMER MONTHS: The billing months of June through September

DEMAND: LP&L will furnish at its expense the necessary metering equipment to measure Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 57.01 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 21 hours. There will be no demand cap for Net Metering Customers.

POWER COST RECOVERY FACTOR: The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at LP&L's Point of Delivery, a power factor of not less than 85% lagging. Where Customer's Installation fails to maintain a power factor of at least 85% lagging at LP&L's Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Customer entitled to Service under Rate 16 is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.
EFFECTIVE DATE:	For all Meters read by LP&L on or after February 1, 2023.

PRIMARY GENERAL SERVICE

Rate 16P

APPLICABLE:

To all commercial and industrial Customers for Service supplied at primary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$310.44 per month per Meter
Energy Charge:	$0.00057 per kWh
Demand Charge:	$5.15323 per kW

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DEMAND:

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 69.71 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 21 hours.

LOSS ADJUSTMENT:

When metering is installed on the secondary (Customer's) side of any voltage transformation made at less than available primary voltage at the Point of Service, the Meter readings for billing purposes shall be increased to include all transformation losses.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain at the Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase at LP&L's available primary voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Customer entitled to Service under Rate 16P is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.

EFFECTIVE DATE: For all Meters read by LP&L on or after February 1, 2023.

TRANSMISSION GENERAL SERVICE

Rate 16T

APPLICABLE: To all commercial and industrial Customers for electric Service supplied at transmission voltage of 69kV or above for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$310.44 per month per Meter
Energy Charge:	$0.00055 per kWh
Demand Charge:	$2.73 per kW

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DEMAND: LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month.

LOSS ADJUSTMENT: When metering is installed at voltage less than 69kV or on Customer's side at lower voltage of any voltage transformation made at less than available transmission voltage at the Point of Service, the Meter readings for billing purposes shall be increased to include all transformation losses.

POWER COST RECOVERY FACTOR: The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at the Point of Delivery, a power factor of not less than 90% lagging.

In the event a low voltage condition due to lagging power factor exists in a degree sufficient to impair LP&L's Service, Customer shall install suitable capacitors or other equipment necessary to raise the over-all power factor at the Point of Delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Three-phase at LP&L's available transmission voltage of approximately 69 kV or above.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after February 1, 2023.

STATE UNIVERSITY GENERAL SERVICE

Rate 16U

APPLICABLE:

To all State of Texas universities using more than 100,000,000 kWh per year where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$0.00 per month per Meter
Demand Charge:	$0.00
Energy Charge:	$0.012150 per kWh

WHOLESALE POWER CHARGE:

The charge per kilowatt-hour of the above rate shall be increased by an amount equal to LP&L's total cost of Wholesale Power for the month immediately preceding the current billing month for the Customer as delivered to all LP&L Customers including assumed system losses of 2%. The Wholesale Power Charge shall be calculated monthly by dividing (i) the amount of the Total Bill for Wholesale Power for the month immediately preceding the current billing month for the Customer including any prior month adjustments by (ii) the kWh delivered to all LP&L Customers in the month immediately preceding the current billing month for the Customer. The kWh delivered to all LP&L Customers shall be calculated by reducing by 2% the kWh delivered to LP&L's delivery points by SPS and ERCOT systems. This reduction is an adjustment to account for line losses occurring between LP&L's point(s) of interconnection with the SPS and ERCOT systems and the delivery points of the Customer.

TERMS OF PAYMENT: Payment due 30 days after bill date or as otherwise required by state law. If the 30th day falls on a weekend or an official City of Lubbock recognized holiday, the due date will be extended until the next business day. A late charge of 1% or as authorized by state law, whichever is greater, may be added to all bills not paid by the due date.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase at LP&L's available secondary voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock, as it may be amended from time to time. In the event a Customer entitled to Service under Rate 16U is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control. In events where a Customer purchases under a PPA and the PPA shall expire or terminate during the effective period of this Tariff, Customer shall revert to the applicable rate for each Meter as determined by usage characteristics.

EFFECTIVE DATE: For all Meters read by LP&L on or after February 1, 2023.

LARGE MUNICIPAL SERVICE

Rate 17

APPLICABLE:

To all municipal facilities supplied at secondary voltage for municipal purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service, or to Service for which a specific Rate Schedule is provided.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$49.67 per month per Meter
Energy Charge:	$0.00066 per kWh
Demand Charge:	$5.24014 per kW

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DEMAND:

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 21 hours.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain at LP&L's Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the point of delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after February 1, 2023.

STREET LIGHTING SERVICE

Rate 18

APPLICABLE:	To municipal and State of Texas facilities for street lighting Service where facilities of adequate capacity and suitable voltage are adjacent to the Point of Service.	
TERRITORY:	LP&L Service Territory	
RATE:	Service Availability Charge:	$0.00 per month per Meter
	Energy Charge:	$0.04781 per kWh
DETERMINATION OF ENERGY USE:	Energy use will be determined by applying the total rated wattage of each fixture, including the ballast, to the number of hours of operation in each month. Street light burning time will be from one-half after sunset to one-half hour before sunrise using National Weather Service official sunrise & sunset times for Lubbock, Texas.	
POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".	
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.	
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.	
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.	
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase at available standard voltage at the Point of Delivery.	

CONDITIONS OF SERVICE:	Customer will install, own, operate and maintain the street lighting system.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	February 1, 2023.

GENERAL RELIGIOUS SERVICE

Rate 19

APPLICABLE: To Service provided exclusively to the primary structure used for worship services of any church or religious association. This rate is not available for any other structure owned and operated by a church or religious association that is not primarily used for worship services. This rate is not applicable to temporary breakdown, standby, supplementary, or to Service for which a specific Rate Schedule is provided.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$16.77 per month per Meter
Energy Charge:	$0.01847 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after February 1, 2023.

SMALL MUNICIPAL & SCHOOL SERVICE

Rate 21

APPLICABLE: To municipal facilities and public and private schools for Service supplied at secondary voltage for municipal and school purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Meters in which the load exceeds 10 kW of demand in any month will be assigned to either Rate 15 (Large School Service) or Rate 17 (Large Municipal Service) as applicable and will not be eligible to be reassigned to Rate 21 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$12.98 per month per Meter
Energy Charge:	$0.01639 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after February 1, 2023.

OPTIONAL TIME-OF-USE SERVICE RIDER - EXPERIMENTAL

Applicable to Rates 15, 16, 16P and 17

APPLICABLE: Available to Customers whose Service is provided under rates 15, 16, 16P, and 17 and that can establish a lower demand between 1:00 p.m. and 7:00 p.m. weekdays during summer billing months. LP&L reserves the right to limit the availability or to discontinue this option, if in LP&L's judgment, system load or cost characteristics no longer warrant such option. This rider is not available to Customers who have installed Distributed Generation at and after Customer's side of the Point of Delivery.

TERRITORY: LP&L Service Territory

NON-SUMMER MONTHS: For the billing months of October through May, the demand charge and the demand component of the Power Cost Recovery Factor (PCRF-D) shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month.

SUMMER MONTHS: For the billing months of June through September, the demand charge shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. The demand component of the Power Cost Recovery Factor (PCRF-D) shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the on-peak demand period for the month.

DEMAND: LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. There will be no demand cap for Customers electing this rider.

ON-PEAK / OFF-PEAK DEMAND HOURS	LP&L shall consider the on-peak/off-peak billing periods as follows: Summer Months: On-Peak – Monday through Friday, 1:00 p.m. to 7:00 p.m., excluding official City of Lubbock recognized holidays Off-Peak – All other hours. Non-Summer Months: On-Peak – All hours.
EFFECTIVE DATE:	For all Meters read by LP&L on or after February 1, 2023.

GUARD LIGHT SERVICE

No new lights will be installed by LP&L. As a result, this rate is closed to new Customers. Due to the transition to customer retail choice, this rate will end for current Customers beginning in February 2023, according to written policy established by the Director of Electric Utilities.

APPLICABLE:

For night outdoor guard lighting service where facilities of adequate capacity and suitable voltage are adjacent to the Point of Delivery. **This rate is closed to new Customers and no new lights will be installed for existing Customers**.

Mercury vapor lamps are no longer being manufactured or imported. Once the inventory of mercury vapor lamps is depleted, Customers will be given the option of having the guard light removed or replaced with another type of light which may have a different rate.

TERRITORY:

LP&L Service Territory

RATE:

Each 150 Watt 15,000 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: $15.15 per month

Each 100 Watt 9,500 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: $10.29 per month

Each 150 Watt 7,000 lumen (nominal – actual rating may vary) mercury vapor fixture installed on an overhead bracket on a wood pole: $15.59 per month

Additional secondary line: For each additional 150 foot span of secondary line required beyond the first 150 feet: $3.30 per month.

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DETERMINATION OF ENERGY USE:

15,000 lumen HPS fixture uses 56 kWh per month.
9,500 lumen HPS fixture uses 38 kWh per month.
7,000 lumen MV fixture uses 67 kWh per month.

POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase at available standard voltage at the Point of Delivery.
CONDITIONS OF SERVICE:	LP&L will own, operate, and maintain on the Premises the existing lights. Lights are photo-electrically controlled and mounted on a metal bracket on LP&L's service poles, a separate 30 foot wood pole, or on any suitable mounting device belonging to Customer. Upon the conclusion of this rate, beginning in February 2023, Customer may have the opportunity to purchase existing equipment on the Premises from Lubbock Power & Light, upon terms and conditions satisfactory to Lubbock Power & Light Director of Electric Utilities and General Counsel, at a value no less than twenty-five dollars per pole. The Director of Electric Utilities is hereby delegated authority to sell the identified equipment as provided herein.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	February 1, 2023

FLOOD LIGHT SERVICE

No new lights will be installed by LP&L. As a result, this rate is closed to new Customers. Due to the transition to customer retail choice, this rate will end for current Customers beginning in February 2023, according to written policy established by the Director of Electric Utilities.

APPLICABLE: For night outdoor flood light service where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises. **This rate is closed to new Customers and no new lights will be installed for existing Customers**.

TERRITORY: LP&L Service Territory

RATE: The charge per month shall be the sum of Rate sections A+B+C+D:

RATE A:
First Light Charge

Charge per light for the first light on each 30 foot wood pole with overhead Service:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	$22.35
175	$22.48	N/A
250	$24.11	$24.21
400	$25.08	$25.62
1,000	$38.38	$38.82

RATE B:
Additional Light Charge

Additional charge per month for each additional light per pole:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	$8.65
175	$8.77	N/A
250	$10.01	$10.11
400	$10.84	$11.31
1,000	$22.65	$23.02

RATE C:
Additional Pole Charge

Additional charge per month per pole:

Pole Height	Overhead Wood Pole	Underground Wood Pole	Overhead Steel Pole	Underground Steel Pole
30’	$0.00	$3.75	$6.27	$10.05
35’	$1.86	$5.61	$8.13	$11.90
40’	$3.95	$7.74	$10.24	$14.02
45’	$5.60	$9.39	$11.89	$15.67
50’	$7.40	$11.19	N/A	N/A

RATE D:
Additional Service Span Charge

For each additional 150 foot span of secondary line required beyond the first 150 feet: $2.95 per month.

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DETERMINATION OF ENERGY USE:

Lamp Wattage	Metal Halide Lumen	Metal Halide kWh	High Pressure Sodium Lumen	High Pressure Sodium kWh
150	N/A	N/A	16,000	56
175	14,000	62	N/A	N/A
250	20,500	97	27,500	97
400	36,000	136	50,000	159
1,000	110,000	359	140,000	350

POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L “Power Cost Recovery Factor”.

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase. 120 or 240 volts.

CONDITIONS OF SERVICE: LP&L will own, operate, and maintain on the Premises the existing overhead flood lights. Lights are photo-electrically controlled and mounted on LP&L poles. Upon the conclusion of this rate, beginning in February 2023, Customer may have the opportunity to purchase existing equipment on the Premises from Lubbock Power & Light, upon terms and conditions acceptable to Lubbock Power & Light Director of Electric Utilities and General Counsel, at a value no less than twenty-five dollars per pole The Director of Electric Utilities is hereby delegated authority to sell the identified equipment as provided herein.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: February 1, 2023

UTILITY COST RECOVERY FEES FOR NEW CONSTRUCTION

APPLICABLE:	The Service charges listed below are applicable to all Customers served by LP&L within new developments requiring underground line extensions through easements or public rights of way, and are in addition to any other charges made under LP&L's Tariff and Rate Schedules.
TERRITORY:	LP&L Service Territory
RATE: (PER LINEAR FOOT)	**Commercial: $19.29** **Residential Subdivisions Full w/ Alleys: $25.92** **Residential Subdivisions Half w/Alleys: $19.44** **Residential Subdivisions Full No Alleys: $25.92** **Residential Subdivisions Half No Alleys: $19.44**
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services, or on the right or privilege of rendering the Service, or on any object or event incidental to the rendition of the Service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	New development, redevelopment or expansion projects requiring LP&L underground line extensions.
CONDITIONS OF SERVICE:	Commercial developments greater than one acre require the developer's contractor to supply ditch, backfill and transformer pad on property to LP&L specifications. Commercial developments of one acre or less must meet LP&L in public right of way or dedicated easement for service connection. For residential subdivisions, "Full" refers to serving lots on both sides of alley or street. "Half" refers to serving lots on one side of alley or street. Refer to City of Lubbock Code of Ordinances, Section 38.09.005 for the fees associated with street light installations for residential subdivisions within city limits. Any required

easements for LP&L to deliver Service on the Premises shall be the developer's responsibility. LP&L is under no obligation to energize Facilities serving the development and/or Premises until such time as the developer has paid all applicable fees, provided necessary easements, and has met LP&L construction specifications.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: February 1, 2023

MISCELLANEOUS SERVICE CHARGES

APPLICABLE:	The Service charges listed below are applicable to all Customers served by LP&L and are in addition to any other charges made under LP&L's Tariff.
TERRITORY:	LP&L Service Territory
RETURNED ITEM CHARGE:	$30.00 This charge is made when Customer's method of payment has been dishonored and returned to LP&L.
DISCONNECT/RECONNECT FEE:	$27.50 when disconnected or reconnected during business hours $43.50 when disconnected or reconnected after business hours $57.50 when disconnected or reconnected at the pole during business hours $75.00 when disconnected or reconnected at the pole after business hours This charge is made when Customer is disconnected because of a delinquent account or requests reconnection of Service after having been disconnected because of a delinquent account.
TAMPERED SERVICE CHARGE:	$200.00 each occurrence plus expense for damages plus recovery of lost sales that are based on historical data or average use for similarly situated Customers. This charge is applied to any Customer who has tampered with the Meter installed on the Premises, or by any manner or means has prevented the total energy from being registered by the Meter installed for such purposes.

METER TESTING CHARGE:

Upon the request of a Customer, LP&L will test the accuracy of the Customer's Meter at no charge to the Customer. The test shall be made during LP&L's normal working hours and shall be scheduled to accommodate the Customer or the Customer's authorized representative, if the Customer desires to observe the test. The test should be made on the Premises, but may, at LP&L's discretion, be made at LP&L's test laboratory. If the Meter has been tested by LP&L at the Customer's request, and within a period of four years the Customer requests a new test, LP&L shall conduct the test. However, if the subsequent test finds the Meter to be within ANSI's accuracy standards, LP&L may charge the Customer a $50.00 fee, which represents the cost of testing.

Following the completion of any requested test, LP&L shall promptly advise the Customer of the date of removal of the Meter, the date of the test, the result of the test, and who made the test.

MISCELLANEOUS CHARGES:

At cost. This charge may be made for miscellaneous and non-routine services performed at the request of Customer but not covered specifically by any Rate or fee. The charges will be the reasonable costs incurred for performing such services including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the Service provided. This charge also includes any obstruction removal in accordance with Article III, Section 8 of the General Terms and Conditions, which would be the reasonable costs incurred for performing the necessary removal of obstructions.

PULSE METERING EQUIPMENT INSTALLATION AND REPLACEMENT CHARGE:

At cost. These charges may be made when Customer requests access to pulses from the revenue meter. The charges will be the reasonable costs incurred for providing such Service including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the Service provided.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

ALTERNATIVE METER CHARGE:	Residential Customers who choose Non-Standard Meters are required to pay the incremental costs to provide the non-standard Service, which include costs to manually read Meters and perform other Services through non-standard processes that would otherwise not be required. Installation cost at Premises - to change-out a standard Meter for a Non-Standard Meter - shall be $127.84 and shall be paid prior to installation plus a monthly charge of $24.56 charged on the monthly invoice.
EFFECTIVE DATE:	February 1, 2023

POWER COST RECOVERY FACTOR:

The Power Cost Recovery Factor (PCRF), provides for the recovery of all power costs incurred by LP&L in serving system demand and energy requirements. The PCRF shall be reviewed and may be adjusted by the Director of Electric Utilities at a minimum of two times per year, once during the non-summer season of October through May and once during the summer season of June through September. The PCRF will have a demand (PCRF-D) and energy (PCRF-E) component or rate. The PCRF rates shall be established with the intention of matching PCRF revenues with actual power costs over the course of a fiscal year, giving consideration to seasonal fluctuations in load and in power prices. The PCRF may be adjusted more frequently if any over or under recovery exceeds the maximum variance as defined below.

For a particular customer class, the PCRF-E shall be adjusted by the following voltage level factors:
Primary Voltage: 1.0409
Secondary Voltage: 1.06340

On a monthly basis, LP&L shall track actual revenues collected from the PCRF and compare these revenues to actual total power costs incurred. The cumulative balance representing the difference between total PCRF revenues collected less total power costs incurred over the period shall be reported to the LP&L Electric Utility Board on a monthly basis.

A PCRF balancing account will be established with a cap equal to five percent of total annual budgeted or forecasted power costs to manage the monthly over/under collection of, or differences in, the monthly PCRF revenues and monthly power costs. If at any time, the reported cumulative balance of the difference between total PCRF revenues collected and power costs is greater than the PCRF balancing account cap, an adjustment may be made to the PCRF rates with the intention of refunding the over recovery amount. In addition, if at any time the reported cumulative balance of the difference between total PCRF revenues collected and power costs is approaching or less than zero, an adjustment may be made to the PCRF rates with the intention of replenishing the PCRF stabilization fund.

All mid-season adjustments to the PCRF shall be approved by the Electric Utility Board.



Electric Rate/Tariff Schedule

Amended ~~October 1, 2022~~February 1, 2023

Lubbock Power & Light Electric Rate/Tariff Schedule

Service Schedules

Type of Service	Rate Class
General Terms and Conditions	
Residential Standard Service	Rate 1
Residential Electric Space Heating Service	Rate 3
Residential Net Metering Service	Rate 5
Small General Service	Rate 10
Small General Service Net Metering	Rate 11
Large School Service	Rate 15
Secondary General Service and Secondary General Service Net Metering	Rate 16
Primary General Service	Rate 16P
Transmission General Service	Rate 16T
State University General Service	Rate 16U
Large Municipal Service	Rate 17
Street Lighting Service	Rate 18
General Religious Service	Rate 19
Small Municipal & School Service	Rate 21
Optional Time-of-Use Service Rider	
Guard Light Service	
Flood Light Service	
Miscellaneous Service Charges	
Power Cost Recovery Factor	

GENERAL TERMS AND CONDITIONS

I. STATEMENT OF PURPOSE

In order that all Customers (as defined below) may receive uniform, efficient, and adequate Service, electric Service will be supplied to and accepted by all Customers receiving Service from the City of Lubbock's municipally owned electric utility, Lubbock Power & Light (sometimes referred to herein as "LP&L"), in accordance with these General Terms and Conditions, including the Rate Schedule. For purposes of this Tariff, "Customer" shall mean any individual, person, firm, corporation or other legal entity receiving Service from LP&L. All references herein to either the City of Lubbock or LP&L shall be inclusive of the other.

II. DEFINITIONS

The following terms, when used in these General Terms and Conditions, Rate Schedules and Service agreements, shall have the meanings given below, unless otherwise indicated. These definitions do not modify more technical definitions for terms provided in other LP&L policies and/or standards pertaining to Service(s).

AMI – means Advanced Metering Infrastructure. AMI is the system that collects and communicates energy usage between an advanced utility Meter and LP&L.

Applicant – shall mean any individual, person, firm, corporation, or other legal entity, who is in the process of applying for Service from LP&L, but for whom Service has not yet been approved.

Critical Care Residential Customer – means a "critical care residential customer" as defined in Section 17.002(3-a), Texas Utilities Code, as a residential customer who has a person permanently residing in the customer's home who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life.

Critical Load Industrial Customer – means a "critical load industrial customer" as defined in Section 17.002(3-b), Texas Utilities Code, as an industrial customer for whom an interruption or suspension of electric service will create a dangerous or life-threatening condition on the customer's premises.

Customer – has the meaning assigned to it in Article I of these General Terms and Conditions.

Customer's Installation – means, in general, all wiring, pipes, valves, devices, apparatus, and appliances of any kind or nature on Customer's side of the Point of Delivery, except for Facilities.

Distributed Generation – means electrical generation and storage systems with 10 kW or less of capacity for residential Customers or 200kW or less or has been approved by an LP&L engineering study for commercial Customers, installed at or near Customer's Premises. Examples of Distributed Generation include, but are not limited to, solar photovoltaic or wind technology.

ERCOT – means the Electric Reliability Council of Texas, Inc.

Facilities – means all buildings, structures, Meters, and equipment of LP&L, including all tangible and intangible property, without limitation, owned, operated, leased, licensed, used, controlled, or supplied for, by, or in connection with LP&L operations and provision of Service.

General Terms and Conditions – means the written statement of terms and conditions by which Service is offered, connected, provided, refused, disconnected, interrupted, suspended, reconnected, and the respective rights, obligations, exemptions, and liabilities of Customers and LP&L.

Interconnection Agreement – shall mean the Interconnection Agreement approved by the Electric Utility Board on December 15, 2021, EUB Resolution No. EUB 2021-R0092, as it may be amended from time to time, or the Interconnection Agreement applicable at the time Customer signed if Customer executed same prior to January 17, 2022.

LP&L – means Lubbock Power & Light and the City of Lubbock.

Meter – means the metering device and any auxiliary equipment, whether physical or virtual, as specified, supplied, owned and operated by LP&L that measures the quantity of electric energy and gathers billing data to determine the charges for Service(s) provided by LP&L. A Meter shall not be considered part of Customer's Installation and Customer shall not be authorized to purchase, install, remove and/or operate a Meter. The term Meter is inclusive of both AMI Meters and Non-Standard Meters.

Miscellaneous Service Charges – means the Rate Schedule, entitled "Miscellaneous Service Charges," as it may be amended and updated from time to time.

Net Metering Customer – has the meaning assigned to it in Rates 5 and 16, as applicable.

Non-Standard Meter – means any LP&L approved non-AMI meter that measures electric energy.

Point of Delivery – means, in general, the physical point where the electric energy first leaves the Service Installation and enters Customer's Installation.

PPA – means a power purchase agreement.

Premises – means a tract of land, real estate or related commonly used tracts, including buildings or locations where Customer is eligible to receive Service.

Rate or Rate Schedule – means the written statement of terms, including Customer classification, which reflects the compensation, tariff, charge or fee that is directly or indirectly demanded, charged, or collected by LP&L for Service(s), and includes but is not limited to all rates.

Service – means electric Service in the broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished, used or supplied, including Facilities by LP&L.

Service Installation – means the Facilities that are located on Customer's Premises that are installed to provide Service to Customer.

Service Territory – means the certificated service area to which LP&L provides Service as approved by the Public Utility Commission of Texas.

SPP – means the Southwest Power Pool, Inc.

Tariff – means these General Terms and Conditions and the Rate Schedules incorporated herein.

III. PROVISION OF SERVICE

1. Customer's Installation. Customer assumes all responsibility on Customer's side of the Point of Delivery and at the Point of Delivery, including without limitation, at its own expense, for installing and maintaining such protective devices as are recommended or required by the then current edition of the National Electrical Code or as may be necessary to protect Customer's Installation, equipment or operations during abnormal, irregular, or interrupted Service conditions or the failure of all or a part of Service provided by LP&L. Such protective devices include, but are not limited to, equipment necessary to limit voltage fluctuations, transients, or harmonics such that neither LP&L nor LP&L's other Customers are adversely affected. All wiring and other electrical equipment furnished by the Customer, including Customer's Installation, will be installed, operated, and maintained by the Customer at all times in conformity with good electrical practice, applicable law and regulation, and with the requirements of the constituted authorities and this Tariff. LP&L is not obligated to serve any equipment or any premises that has a detrimental effect on LP&L Facilities, the equipment or the equipment of Customers, or other Customer's Installations.

   Any adjustments claimed by a Customer related to (i) the application of inaccurate rates or fees; (ii) inaccurate meter readings, (iii) meters or charges not corresponding to the Customer's Premises; or (iv) charges otherwise in excess of correct charges, must be presented by Customer to LP&L, Attention: City of Lubbock Utilities Customer Service, within six (6) months of the claimed Rate, fee or meter inaccuracy to be duly considered by LP&L. The requirement of timely presentation, as set forth above, shall not apply in instances wherein a Customer is billed for Service that is not received by Customer due to mistake of LP&L or where charges are found to be higher than authorized by this Tariff. Back-billing shall not exceed a period of six months, if it is found that a higher rate or charge should have

been applied to Customer, and Customer has no fault in the incorrect Rate or charge. For instances of overbilling, the Customer's bill shall be corrected for the entire period of the overbilling.

Nothing contained in this Tariff shall be construed to require a person or entity located within the Service Territory to accept Service from LP&L.

2. Continuous Service. **LP&L SHALL USE REASONABLE DILIGENCE TO PROVIDE CONTINUOUS SERVICE BUT LP&L DOES NOT GUARANTEE AGAINST IRREGULARITIES, INTERRUPTIONS, OR FLUCTUATING WAVE FORM OR FREQUENCY, IT BEING UNDERSTOOD THAT OCCASSIONAL IRREGULARITIES, INTERRUPTIONS, AND FLUCTUATIONS MAY OCCUR. LP&L SHALL NOT BE LIABLE FOR DAMAGES OR INJURY, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL OR ECONOMIC LOSS DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF PRODUCTION CAPACITY, OR DIRECT OR INDIRECT DAMAGES OF ANY KIND FOR INJURIES TO PERSONS OR PROPERTY, OCCASIONED BY INTERRUPTION, FAILURE TO COMMENCE DELIVERY VOLTAGE, WAVE FORM OR FREQUENCY FLUCTUATIONS CAUSED BY AN ACT OF GOD OR THE PUBLIC ENEMY, A BREAKDOWN OF PLANTS, LINES OR EQUIPMENT, ACCIDENTS, FIRE, EXPLOSIONS, STRIKES, RIOTS, WAR, PANDEMICS, DELAY IN RECEIVING SHIPMENTS OR REQUIRED MATERIALS, ORDER OF ANY COURT OR JUDGE GRANTED IN BONA FIDE ADVERSE LEGAL PROCEEDINGS OR ACTION OR ANY ORDER BY ANY COMMISSION OR TRIBUNAL HAVING JURISDICTION; OR, WITHOUT LIMITATION BY THE PRECEDING ENUMERATION, ANY OTHER ACT OR THING DUE TO CAUSES BEYOND LP&L'S CONTROL, OR DUE TO THE NEGLIGENCE OF LP&L, ITS EMPLOYEES, OR CONTRACTORS, EXCEPT TO THE EXTENT THAT THE DAMAGES ARE OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LP&L.**

3. Intentional Interruption of Service. Notwithstanding anything provided herein, LP&L may, without notice and without liability to the Customer, interrupt Service to the Customer when, in LP&L's sole judgment, the interruption of Service:

   a. will prevent or alleviate an emergency threatening to disrupt the operation of LP&L's system, Facilities, or the applicable electrical grid;
   b. will lessen or remove possible danger to life or property;
   c. will aid in the restoration of Service;
   d. is required to make necessary repairs to or changes in the Facilities; or
   e. in the event of a national or local disaster, to protect public safety, or if required by any governmental or regulatory body with jurisdiction over LP&L, or if required by the applicable regional transmission operator, including ERCOT or SPP.

LP&L may, in the event of a national emergency or local disaster resulting in disruption of normal Service, in the public interest, interrupt Service to the

Customer to provide necessary Service to civil defense or other emergency service agencies on a temporary basis until normal Service to the agencies can be restored.

4. Disclaimer of Warranties. **LP&L AND THE CITY MAKE NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ANY SERVICE AND DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF SERVICE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.**

5. Discontinuance, Suspension and Refusal of Service. In addition to and in conjunction with any other federal, state or local law regarding discontinuance, suspension or refusal of utility service, LP&L may discontinue, suspend or refuse to supply Service to any Customer for the following reasons:

   a. Disconnection with notice. LP&L may disconnect Service after proper notice for any of the following reasons:

      (i) failure to pay a bill for Service or failure to comply with the terms of any agreed payment plan;
      (ii) failure to pay a deposit as required by these General Terms and Conditions;
      (iii) for any other reason whereby LP&L is legally entitled to disconnect Service with notice; or
      (iv) for failure to comply with these General Terms and Conditions.

   b. Disconnection without notice. LP&L may disconnect Service without prior notice for any of the following reasons:

      (i) where a known dangerous condition exists for as long as the condition exists;
      (ii) where Service is connected without authority by a person who has not made application for Service;
      (iii) where Service was reconnected without authority after termination for nonpayment;
      (iv) failure to comply with the terms of any agreed payment plan where such plan provides for disconnection without further notice;
      (v) where there has been tampering with or extension of LP&L's equipment, Facilities, or evidence of theft of Service;
      (vi) for any other reason whereby LP&L is legally entitled to disconnect Service without notice; or
      (v) any other unauthorized use, including the sale or resale of Service.

   c. Refusal of Service. LP&L may refuse to serve an Applicant for any of the following reasons:

      (i) Applicant's installation or equipment, including but not limited to the Meter base, is known to be hazardous or of such a character that safe or satisfactory Service cannot be given;

(ii) Applicant owes a debt to LP&L for Service;

(iii) Applicant applies for Service at a location where another Customer received, or continues to receive, Service and the Service bill is unpaid at that location, if the change in identity is made in an attempt to assist the other Customer avoid or evade payment. An Applicant may request the Director of Electric Utilities, by providing notice as specified below, to review a decision to not provide Service due to a staff determination of an intent to deceive. Notice shall be provided in writing to the Director of Electric Utilities, at 1314 Avenue K, Lubbock, Texas 79401, not later than seven (7) calendar days after the Applicant is informed of the reason for refusal to connect;

(iv) The Applicant fails to make a deposit if required do so under these General Terms and Conditions or Rate Schedule.

(v) The Applicant does not provide true and accurate information to LP&L in its application for Service, or is not authorized to make an application for Service for the Premises;

(vi) Evidence of unauthorized re-metering, sub-metering, or resale of Service; or

(vii) A violation of these General Terms & Conditions, Rate Schedule, or Customer's Service agreement, as applicable.

d. Connection, Disconnection, and Reconnection.

(i) Only LP&L employees, its agents, or other lawful officials who are authorized by LP&L have the authority to connect, disconnect, or reconnect Service either remotely or on the Premises. Service connection, disconnection or reconnection performed by any other person will be considered as an unauthorized act and appropriate action may be taken consistent with any legal remedies available to LP&L, including but not limited to, criminal prosecution.

(ii) Customer is responsible for any fees and/or miscellaneous charges associated with any connection, disconnection and/or reconnection activities. Upon Customer's correction of the reasons for disconnection, LP&L shall reconnect the Service subject to Customer's payment of standard reconnect fees assessed in accordance with the Miscellaneous Service Charges, if any.

6. Customer Liabilities. Customer is responsible and liable for Customer's Installation, or other buildings, or facilities at and past the Customer's side of the Point of Delivery of Service including but not limited to:

a. Excessive consumption caused by Customer's Installation;

b. Damage caused by an open valve or circuit after Service initiation;

c. A violation of the General Terms & Conditions, including Meter tampering, theft of Service, unlawful use of Service, or damage to the Facilities;

d. Any loss or damage to LP&L, the Facilities, or third party facilities required to provide Service caused by or arising out of Customer's overloading or due to carelessness, neglect, or misuse by Customer or other person(s); or

e. Any loss or damage to LP&L, the Facilities, or third party facilities caused by electrical backfeed or other negligent or intentional misuse of Distributed Generation connected to the Facilities, regardless of whether such equipment is approved through an Interconnection Agreement with LP&L, as applicable.

The cost of any damage or loss to LP&L or any third parties, due to the reasons stated above shall be the responsibility of the Customer.

7. Deposits. LP&L ~~shall~~ may require a deposit for Service, in accordance with the following terms and conditions:

a. LP&L ~~shall~~ may require a deposit from the Applicant in an amount equal to ONE-SIXTH (1/6) of the reasonable and good-faith estimate of annual billings of the Premises or ONE HUNDRED THIRTY FIVE AND NO/100 DOLLARS ($135.00), ~~whichever is greater, except as provided herein~~as determined by written policy of the Director of Electric Utilities, except as provided herein.

b. A residential Applicant may be exempt from the deposit requirement if any of the following conditions are met by the Applicant:

(i) The Applicant produces, to the satisfaction of LP&L, proof that during the two years prior to applying for Service from LP&L, the Applicant was a customer of a utility providing electric service or was a customer of one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and

1) While a customer, the Applicant was not delinquent in paying for any utility service on more than one occasion; and while a customer, the Applicant never had any of the utility services subject to interruption for nonpayment; or
2) the Applicant demonstrates adequate and available credit, to the satisfaction of LP&L, by producing evidence of creditworthiness in the Applicant's name from a utility providing electric service of whom the primary Applicant was a customer; or
3) the Applicant is at least sixty-five (65) years of age and has no outstanding account balance with a utility for utility service including City of Lubbock utility services that accrued within the last two years.

(ii) the Applicant has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, by a family violence center as defined in Texas Human Resources Code § 51.002, by treating medical personnel, by law enforcement personnel, by the Office of a Texas District Attorney or County Attorney, by the

Office of the Attorney General, or by a grantee of the Texas Equal Access to Justice Foundation. This determination shall be evidenced by submission of a certification letter developed by the Texas Council on Family Violence. The certification letter may be submitted directly to LP&L.

c. A residential Customer who is exempted from the deposit requirement under Section 7(b) may have the exemption withdrawn and a deposit applied to the account if the Customer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:

(i) the Customer's account for Services becomes delinquent;
(ii) the Customer's Services are interrupted due to non-payment;
(iii) payment for Services has been returned to LP&L / City of Lubbock Utilities as a dishonored payment;
(iv) tampering with LP&L's Facilities, or theft of Service, has been found; or
(v) the Customer fails to comply with the terms of any agreed payment plan.

d. Residential Deposit Refund: Customers from whom a deposit has been collected shall be eligible for a refund of said deposit after the Customer has paid bills for Service for twelve (12) consecutive residential billings and during this twelve (12) month period, demonstrated creditworthiness as defined in Section 7(b).

e. An Applicant for non-residential Service shall be exempt from the deposit requirement if any of the following conditions are met by the Applicant~~-~~:

(i) Proof that during the two years prior to applying for Service from LP&L, the Applicant was a customer of a utility providing electric service or was a customer of one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and is not currently delinquent in payment of any such utility service account;
(ii) While a customer of a utility providing electric service or a customer of one or more of the City of Lubbock utility services, the Applicant was not delinquent in paying for any service on more than one occasion;
(iii) While a customer of a utility providing electric service or a customer of one or more of the City of Lubbock utility services, the Applicant never had any of the services subject to interruption for nonpayment.
(iv) The Applicant demonstrates adequate and available credit, to the satisfaction of LP&L, by producing evidence of creditworthiness in the Applicant's name from a utility providing electric service of whom the primary Applicant was a customer. Additional forms of creditworthiness include Surety Bonds and Letter of Guarantee.

Both of these mechanisms must guarantee payment to the utility in the event the Applicant defaults.

f. A non-residential Customer who is exempted from the deposit requirement under Section 7(e) may have the exemption withdrawn and a deposit applied to the account if the Customer is no longer able to demonstrate creditworthiness. Events that are considered in this determination include but are not limited to:

(i) the Customer's account for Services become delinquent;
(ii) the Customer's Services are interrupted due to non-payment;
(iii) payment for Services has been returned to LP&L / City of Lubbock Utilities as a dishonored payment;
(iv) tampering with LP&L's Facilities, or theft of Service, has been found; or
(v) the Customer fails to comply with the terms of any agreed payment plan.

g. A non-residential Deposit Refund: Customers from whom a deposit has been collected shall be eligible for a refund of said deposit after the Customer has paid bills for Service for twenty-four (24) consecutive non-residential billings and during this twenty-four (24) month period, demonstrated creditworthiness as defined in Section 7(e).

h. Refunds to eligible Customers shall be made promptly either in the form of a check payable to the Customer or as a credit to the Customer's bill, as determined at the sole discretion of LP&L. A Customer who received a refund of their deposit may have the deposit requirement reapplied if the Customer no longer demonstrates creditworthiness and defined in Section 7(b) and (e).

i. LP&L shall keep the following records for all deposits collected by LP&L pursuant to this Section:

(i) the name and address of each depositor;
(ii) the amount and date of the deposit; and
(iii) each transaction concerning the deposit.

j. Any deposit not previously refunded to Customer or credited to Customer's account as provided herein shall be credited to Customer's final bill for Service. Upon LP&L's entry into retail competition or when a Customer otherwise closes an account, if the deposit exceeds the final electric charges such that Customer has a credit balance, LP&L will mail a check to the Customer's address on file for the amount of the credit balance.

8. Right of Way. By accepting Service under this Tariff, Customer provides, at no expense to LP&L, valid easements and rights-of-way, as required by LP&L, for installation of an electric distribution system, or other Facilities, to provide Service to Customer on the Premises. Subject to and in conjunction with all other applicable federal, state and local laws and regulations, LP&L shall have the right to clear its distribution system and Service Installation, of any interfering tree, shrub, or other

obstruction and shall have the right to determine and maintain the amount of clearance it deems necessary in accordance with good utility practices and applicable law. Customer shall maintain all required clearances around Service Installation, Meters, and metering equipment satisfactory to LP&L. Customer shall not obstruct LP&L access to or around the Facilities, Service Installation, or equipment. If such obstruction(s) must be removed in order to provide, maintain, or operate Service, LP&L may charge Customer the actual costs associated with such actions at its sole discretion.

9. Meters and Metering.
   a. LP&L owns, furnishes, installs, programs, calibrates, tests and maintains all Meters (but not Meter bases) and all associated Facilities, used for retail billing and settlement purposes in the Service Territory.
   b. In case of unauthorized re-metering, sale or resale of Service, extension, Service connection or reconnection, other disposition of Service, Meter tampering, other alteration, or theft, LP&L may, without prior notice to any party, immediately discontinue Service until and unless all unauthorized activity ceases and full payment is made by Customer to LP&L for all applicable replacement and/or Service charges in accordance with the applicable sections of this Tariff. Full payment may include monthly billings from the applicable Rate Schedules, including without limitation Miscellaneous Service Charges, estimated or actual past electrical usage, and charges for LP&L's expenses incurred in correcting Customer's unauthorized activities.
   c. LP&L shall install or utilize an AMI Meter at Customer's Premises unless Customer requests a Non-Standard Meter, and such request is accepted, and Customer complies with the terms of provisions of such Non-Standard Meter, including the payment of any applicable fees or Rates.

10. Access to Premises. LP&L or its authorized agents shall have safe access at all reasonable hours to the Premises to construct, operate, improve, reconstruct, replace, repair, inspect, patrol, maintain, add, or remove Facilities, Service Installation, Meters, including Meter reading, and all other purposes incident to supplying of Service. In the event such safe access is obstructed or otherwise made unavailable, LP&L may take any actions authorized by law, this Tariff, or otherwise to gain access to the Premises.

11. Voltage Tolerances. LP&L may measure and record voltage levels at Customer's billing Meter. Voltages outside of the Acceptable Range, as defined below, will be corrected as soon as possible by LP&L. For purposes of the Tariff, voltages within the Acceptable Range shall be deemed consistent with proper electric utility Service and good utility practice.

Nominal Voltage (Volts)	Acceptable Range (Volts)
120	110-127
208	191-220
240	220-254
277	254-293
480	440-508

12. Agreed Payment Arrangement. LP&L may allow a Customer to pay an outstanding bill in installments, and if Customer pays according to the agreed upon arrangement, the Customer will avoid disconnection for non-payment. In such event, the Customer may establish a payment arrangement by contacting LP&L in person, by telephone or by any other electronic communication approved by LP&L. Any such agreed payment arrangement shall be subject to all the following terms and conditions.

    a. The agreed payment arrangement must be in writing.
    b. The Director of Electric Utilities may include terms and conditions consistent with the Tariff and applicable federal, state, and local law and regulations.
    c. In the event of a conflict between a written agreed payment arrangement and the Tariff, unless otherwise provided by in agreed payment arrangement, the terms and conditions of the Tariff shall control.
    d. Failure to pay according to the payment arrangement may result in disconnection of Service to Customer.
    e. No agreed payment arrangements can extend beyond September 30, 2023.

13. Right to Amend. The Tariff may be amended or modified by LP&L through a written instrument duly executed by the City Council of the City of Lubbock, and as provided herein by delegation of the City Council of the City of Lubbock, without further notice provided to Customer, except as otherwise required by law.

14. Critical Care Residential Customers and Critical Load Industrial Customers.

    a. Procedure for Qualification. LP&L will designate Critical Care Residential Customers and Critical Load Industrial Customers in accordance with Texas Utilities Code Section 17.005(f), and follow any

procedures as may be required by Texas Utilities Code Section 17.005(f), and the rules promulgated thereunder.

b. Designation as a Critical Care Residential Customer or Critical Load Industrial Customer under this Section does not relieve Customer of the obligation to pay LP&L for Service(s) rendered, does not prevent disconnection for nonpayment or other reasons provided in this Tariff, and does not prohibit LP&L from utilizing any approved collection methods for recovering the obligation. An enrolled Critical Care Residential Customer or Critical Load Industrial Customer may also request information from LP&L regarding eligibility requirements for deferred payment arrangements and/or payment assistance programs.

c. No Guarantee of Service. Designation as a Critical Care Residential Customer or Critical Load Industrial Customer does not guarantee uninterrupted Service. Specifically, Service may be interrupted as provided herein.

15. Severability. If any portion of this Tariff is held unenforceable by a court of competent jurisdiction, the remainder of the Tariff shall not be affected and shall remain fully in force and enforceable. To the extent permitted by applicable laws, the Customer hereby waives any provision of applicable law that renders any provision hereof prohibited or unenforceable in any respect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be provisions added automatically as part of this Tariff to replace such illegal, invalid, or unenforceable provision with a legal, valid, and enforceable provision, the economic effect of which comes as close as possible to that of the illegal, invalid, or unenforceable provision.

16. Meter Aggregation. LP&L will bill each Meter as a single Meter. Customers with multiple Meters that are rendered to a contiguous area, or that are metered across a dedicated street or alley will be billed on a per Meter basis with no aggregation of those Meters for billing purposes. Subject to mutual agreement by Customer and LP&L, multiple Meters may be electronically or digitally totalized.

17. Interconnection. No Customer may interconnect any Distributed Generation to the system of LP&L, unless and until an Interconnection Agreement is entered into by Customer and LP&L. A Customer interconnecting Distributed Generation to the system of LP&L agrees to abide by the Interconnection Guidelines or Interconnection Agreement, as applicable, the PUC rules, and ERCOT Protocols regarding same.

18. Applicable Law. **The laws of the State of Texas shall govern the validity, performance and enforcement of this Tariff and the venue for any legal proceedings shall lie solely in courts of competent jurisdiction located in Lubbock County, Texas.**

~~18.~~19. Transition to Customer Choice. LP&L expects to transition to Customer retail choice in the Fall of 2023. To meet the necessary timelines for this transition, certain Terms and Conditions and Rate Schedules may need to be revised in an expedited fashion. The City Council of the City of Lubbock hereby delegates authority to the Electric Utility Board to modify or supplement these General Terms and Conditions and Rate Schedules contained herein, effective as of February 1, 2023. Upon such approval by the Electric Utility Board, any such modifications or additions shall be posted on LP&L's website with this Tariff. Any such modifications or additions will be effective as of the date they are approved by the Electric Utility Board. This delegation extends only to terms, conditions, and business processes, and does not extend to changing the amounts of any rates contained herein, unless otherwise provided in this Tariff.

RESIDENTIAL STANDARD SERVICE

Rate 1

APPLICABLE: To residential Customers for Service used for domestic purposes in private residences and separately metered individual apartments when all Service is supplied at the Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$8.07 per month per Meter
Energy Charge:	$0.03381 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

BUDGET BILLING: Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. No new Customers will be enrolled in budget billing beginning October 1, 2022. Beginning February 1, 2023, the Director of Electric Utilities may phase out or end budget billing on the schedule that the Director of Electric Utilities deems appropriate for Customers enrolled in budget billing prior to October 1, 2022.~~Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. Customers must keep their accounts current to remain on budget billing. No new Customers will be enrolled in budget billing beginning October 1, 2022. All customers currently enrolled in budget billing will be permitted to continue with budget billing. Prior to the transition to retail competition in late 2023, Lubbock Power & Light will work to recalculate budget amounts on the schedule deemed appropriate by the Director of Electric Utilities to achieve zero balances for budget billing customers so that no large variance balances are still owed at the time the market opens to retail electric providers.~~

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after ~~October 1, 2022~~February 1, 2023

RESIDENTIAL
ELECTRIC SPACE HEATING SERVICE

Rate 3

APPLICABLE: To residential Customers for Service with predominant electric space heating used for domestic purposes in private residences and separately metered individual apartments when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises to be served. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Electric space heating includes permanently installed whole house space heating equipment in regular use, including heat pumps and electric resistance heating and excluding bathroom heaters.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$8.07 per month per Meter
Energy Charge:	$0.02921 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt-hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Service rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

BUDGET BILLING: Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. No new Customers will be enrolled in budget billing beginning October 1, 2022. Beginning February 1, 2023, the Director of Electric Utilities may phase out or end budget billing on the schedule that the Director of Electric Utilities deems appropriate for Customers enrolled in budget billing prior to October 1, 2022.~~Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. Customers must keep their accounts current to remain on budget billing. No new Customers will be enrolled in budget billing beginning October 1, 2022. All customers currently enrolled in budget billing will be permitted to continue with budget billing. Prior to the transition to retail competition in late 2023, Lubbock Power & Light will work to recalculate budget amounts on the schedule deemed appropriate by the Director of Electric Utilities to achieve zero balances for budget billing customers so that no large variance balances are still owed at the time the market opens to retail electric providers.~~

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after February 1, 2023~~October 1, 2022~~.

RESIDENTIAL
NET METERING SERVICE

Rate 5

APPLICABLE:

To residential Customers for Service used for domestic purposes in private residences and separately metered individual apartments when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to Net Metering Customers only. Net Metering Customers are defined as Customers who have installed residential solar technology capable of producing less than 10kW as distributed generation on the Customer side of the LP&L Meter. As a condition of Service under this Rate Schedule, all Net Metering Customers must sign an Interconnection Agreement. Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge: $30.43 per month per Meter

Summer Energy Charge (≤1,000kWh):	$0.01292 per kWh
Summer Energy Charge (>1,000kWh):	$0.02349 per kWh
Non-Summer Energy Charge (≤1,000kWh):	$0.00397 per kWh
Non-Summer Energy Charge (>1,000kWh):	$0.01175 per kWh

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

NON-SUMMER MONTHS:

The billing months of October through May

SUMMER MONTHS: The billing months of June through September

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

BUDGET BILLING: Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. No new Customers will be enrolled in budget billing beginning October 1, 2022. Beginning February 1, 2023, the Director of Electric Utilities may phase out or end budget billing on the schedule that the Director of Electric Utilities deems appropriate for Customers enrolled in budget billing prior to October 1, 2022.~~Budget billing is a program that allows a Customer to pay a specified amount each month instead of paying the actual billed amount. Customers must keep their accounts current to remain on budget billing. No new Customers will be enrolled in budget billing beginning October 1, 2022. All customers currently enrolled in budget billing will be permitted to continue with budget billing. Prior to the transition to retail competition in late 2023, Lubbock Power & Light will work to recalculate budget amounts on the schedule deemed appropriate by the Director of Electric Utilities to achieve zero balances for budget billing customers so that no large variance balances are still owed at the time the market opens to retail electric providers.~~

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after February 1, 2023~~October 1, 2022~~.

SMALL GENERAL SERVICE

Rate 10

APPLICABLE:

To commercial Customers for Service supplied at secondary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Youth-oriented (18 years of age and younger) non-profit sports leagues utilizing Service for sports field lighting at municipally owned outdoor facilities may be served under this rate regardless of demand. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 10 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$13.55 per month per Meter
Energy Charge:	$0.01987 per kWh

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after February 1, 2023~~October 1, 2022~~.

SMALL GENERAL NET METERING SERVICE

Rate 11

APPLICABLE:

To commercial Customers for Service supplied at secondary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 11 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to Net Metering Customers only. As a condition of Service under this Rate Schedule, all Net Metering Customers on this rate must sign an Interconnection Agreement. Net Metering Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$28.77 per month
Energy Charge (≤1,000kWh):	$0.00076 per kWh
Energy Charge (>1,000kWh):	$0.01878 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) for competitive purposes, by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any competing electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Service rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Net Metering Customer entitled to Service under Rate 11 is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service and power to such Net Metering Customer are provided therein, such rates payable by Net Metering Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Net Metering Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.
EFFECTIVE DATE:	For all Meters read by LP&L on or after February 1, 2023~~October 1, 2022~~.

LARGE SCHOOL SERVICE

Rate 15

APPLICABLE:

To all public and private school facilities supplied at secondary voltage for school purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service, or to Service for which a specific Rate Schedule is provided.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$39.74 per month per Meter
Energy Charge:	$0.00049 per kWh
Demand Charge:	$5.77410 per kW

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DEMAND:

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand Meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 21 hours.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at the Point of Delivery, a power factor of not less than 85% lagging.

Where Customer's Installation fails to maintain a power factor of at least 85% lagging at LP&L's Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the Point of Delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after February 1, 2023~~October 1, 2022~~.

SECONDARY GENERAL SERVICE AND SECONDARY GENERAL SERVICE NET METERING

Rate 16

APPLICABLE:

To all commercial and industrial Customers for Service supplied at secondary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 10 (Small General Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

This rate is also available for Net Metering Customers. As a condition of Service under this Rate Schedule, all Net Metering Customers with installed non-residential solar or wind technology capable of producing less than 200kW as Distributed Generation must sign an Interconnection Agreement. Net Metering Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period. Demand will be billed as maximum demand greater than zero.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

In the event a Net Metering Customer interconnects Distributed Generation to the LP&L system, such Net Metering Customer shall either (i) enter into an Interconnection Agreement, as described and required herein; or (ii) be subject to immediate disconnection from the LP&L system.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$28.56 per month per Meter
Energy Charge:	$0.00080 per kWh
Summer Demand Charge:	$8.00922 per kW
Non-Summer Demand Charge:	$4.28400 per kW

PRORATING:	LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.
NON-SUMMER MONTHS:	The billing months of October through May
SUMMER MONTHS:	The billing months of June through September
DEMAND:	LP&L will furnish at its expense the necessary metering equipment to measure Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 57.01 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 21 hours. There will be no demand cap for Net Metering Customers.
POWER COST RECOVERY FACTOR:	The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
POWER FACTOR:	Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at LP&L's Point of Delivery, a power factor of not less than 85% lagging. Where Customer's Installation fails to maintain a power factor of at least 85% lagging at LP&L's Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Customer entitled to Service under Rate 16 is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.

EFFECTIVE DATE: For all Meters read by LP&L on or after February 1, 2023~~October 1, 2022~~.

PRIMARY GENERAL SERVICE

Rate 16P

APPLICABLE:

To all commercial and industrial Customers for Service supplied at primary voltage for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$310.44 per month per Meter
Energy Charge:	$0.00057 per kWh
Demand Charge:	$5.15323 per kW

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DEMAND:

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, the Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 69.71 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 21 hours.

LOSS ADJUSTMENT:

When metering is installed on the secondary (Customer's) side of any voltage transformation made at less than available primary voltage at the Point of Service, the Meter readings for billing purposes shall be increased to include all transformation losses.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain at the Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the Point of Delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase at LP&L's available primary voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock. In the event a Customer entitled to Service under Rate 16P is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control.

EFFECTIVE DATE: For all Meters read by LP&L on or after February 1, 2023~~October 1, 2022~~.

TRANSMISSION GENERAL SERVICE

Rate 16T

APPLICABLE: To all commercial and industrial Customers for electric Service supplied at transmission voltage of 69kV or above for commercial purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$310.44 per month per Meter
Energy Charge:	$0.00055 per kWh
Demand Charge:	$2.73 per kW

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DEMAND: LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month.

LOSS ADJUSTMENT: When metering is installed at voltage less than 69kV or on Customer's side at lower voltage of any voltage transformation made at less than available transmission voltage at the Point of Service, the Meter readings for billing purposes shall be increased to include all transformation losses.

POWER COST RECOVERY FACTOR: The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

POWER FACTOR: Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at the Point of Delivery, a power factor of not less than 90% lagging.

In the event a low voltage condition due to lagging power factor exists in a degree sufficient to impair LP&L's Service, Customer shall install suitable capacitors or other equipment necessary to raise the over-all power factor at the Point of Delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Three-phase at LP&L's available transmission voltage of approximately 69 kV or above.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all Meters read by LP&L on or after February 1, 2023~~October 1, 2022~~.

STATE UNIVERSITY GENERAL SERVICE

Rate 16U

APPLICABLE:

To all State of Texas universities using more than 100,000,000 kWh per year where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$0.00 per month per Meter
Demand Charge:	$0.00
Energy Charge:	$0.012150 per kWh

WHOLESALE POWER CHARGE:

The charge per kilowatt-hour of the above rate shall be increased by an amount equal to LP&L's total cost of Wholesale Power for the month immediately preceding the current billing month for the Customer as delivered to all LP&L Customers including assumed system losses of 2%. The Wholesale Power Charge shall be calculated monthly by dividing (i) the amount of the Total Bill for Wholesale Power for the month immediately preceding the current billing month for the Customer including any prior month adjustments by (ii) the kWh delivered to all LP&L Customers in the month immediately preceding the current billing month for the Customer. The kWh delivered to all LP&L Customers shall be calculated by reducing by 2% the kWh delivered to LP&L's delivery points by SPS and ERCOT systems. This reduction is an adjustment to account for line losses occurring between LP&L's point(s) of interconnection with the SPS and ERCOT systems and the delivery points of the Customer.

TERMS OF PAYMENT: Payment due 30 days after bill date or as otherwise required by state law. If the 30th day falls on a weekend or an official City of Lubbock recognized holiday, the due date will be extended until the next business day. A late charge of 1% or as authorized by state law, whichever is greater, may be added to all bills not paid by the due date.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase at LP&L's available secondary voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock, as it may be amended from time to time. In the event a Customer entitled to Service under Rate 16U is a purchaser under a power purchase agreement ("PPA") with LP&L, in which the rates for Service to such Customer are provided therein, such rates payable by Customer shall be as provided in the PPA (in lieu of this Tariff), so long as such PPA shall remain valid and subsisting and enforceable against Customer. Further, in such instance, in the event of a conflict between this Tariff and the PPA, the terms of the PPA shall control. In events where a Customer purchases under a PPA and the PPA shall expire or terminate during the effective period of this Tariff, Customer shall revert to the applicable rate for each Meter as determined by usage characteristics.

EFFECTIVE DATE: For all Meters read by LP&L on or after February 1, 2023~~October 1, 2022~~.

LARGE MUNICIPAL SERVICE

Rate 17

APPLICABLE:

To all municipal facilities supplied at secondary voltage for municipal purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared Service, or to Service for which a specific Rate Schedule is provided.

TERRITORY:

LP&L Service Territory

RATE:

Service Availability Charge:	$49.67 per month per Meter
Energy Charge:	$0.00066 per kWh
Demand Charge:	$5.24014 per kW

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DEMAND:

LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. In the absence of a demand meter, Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 21 hours.

POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
POWER FACTOR:	Applicable to Customers on this Rate Schedule with a peak demand of 200 kW or greater. At all times, Customer's Installation will maintain at LP&L's Point of Delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at the point of delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on LP&L's system.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after February 1, 2023~~October 1, 2022~~.

STREET LIGHTING SERVICE

Rate 18

APPLICABLE:	To municipal and State of Texas facilities for street lighting Service where facilities of adequate capacity and suitable voltage are adjacent to the Point of Service.	
TERRITORY:	LP&L Service Territory	
RATE:	Service Availability Charge:	$0.00 per month per Meter
	Energy Charge:	$0.04781 per kWh
DETERMINATION OF ENERGY USE:	Energy use will be determined by applying the total rated wattage of each fixture, including the ballast, to the number of hours of operation in each month. Street light burning time will be from one-half after sunset to one-half hour before sunrise using National Weather Service official sunrise & sunset times for Lubbock, Texas.	
POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".	
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.	
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.	
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.	
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase at available standard voltage at the Point of Delivery.	

CONDITIONS OF SERVICE:	Customer will install, own, operate and maintain the street lighting system.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	February 1, 2023~~October 1, 2022~~.

GENERAL RELIGIOUS SERVICE

Rate 19

APPLICABLE: To Service provided exclusively to the primary structure used for worship services of any church or religious association. This rate is not available for any other structure owned and operated by a church or religious association that is not primarily used for worship services. This rate is not applicable to temporary breakdown, standby, supplementary, or to Service for which a specific Rate Schedule is provided.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$16.77 per month per Meter
Energy Charge:	$0.01847 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after February 1, 2023~~October 1, 2022~~.

SMALL MUNICIPAL & SCHOOL SERVICE

Rate 21

APPLICABLE: To municipal facilities and public and private schools for Service supplied at secondary voltage for municipal and school purposes when all Service is supplied at one Point of Delivery and measured through one Meter, where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Meters in which the load exceeds 10 kW of demand in any month will be assigned to either Rate 15 (Large School Service) or Rate 17 (Large Municipal Service) as applicable and will not be eligible to be reassigned to Rate 21 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.

TERRITORY: LP&L Service Territory

RATE:

Service Availability Charge:	$12.98 per month per Meter
Energy Charge:	$0.01639 per kWh

PRORATING: LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all Meters read by LP&L on or after February 1, 2023~~October 1, 2022~~.

OPTIONAL TIME-OF-USE SERVICE RIDER - EXPERIMENTAL

Applicable to Rates 15, 16, 16P and 17

APPLICABLE: Available to Customers whose Service is provided under rates 15, 16, 16P, and 17 and that can establish a lower demand between 1:00 p.m. and 7:00 p.m. weekdays during summer billing months. LP&L reserves the right to limit the availability or to discontinue this option, if in LP&L's judgment, system load or cost characteristics no longer warrant such option. This rider is not available to Customers who have installed Distributed Generation at and after Customer's side of the Point of Delivery.

TERRITORY: LP&L Service Territory

NON-SUMMER MONTHS: For the billing months of October through May, the demand charge and the demand component of the Power Cost Recovery Factor (PCRF-D) shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month.

SUMMER MONTHS: For the billing months of June through September, the demand charge shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. The demand component of the Power Cost Recovery Factor (PCRF-D) shall be based on Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the on-peak demand period for the month.

DEMAND: LP&L will furnish at its expense the necessary metering equipment to measure the Customer's kW demand for the 15 or 30-minute period (as applicable per LP&L's metering technology selected) of greatest use during the month. There will be no demand cap for Customers electing this rider.

ON-PEAK / OFF-PEAK DEMAND HOURS	LP&L shall consider the on-peak/off-peak billing periods as follows: Summer Months: On-Peak – Monday through Friday, 1:00 p.m. to 7:00 p.m., excluding official City of Lubbock recognized holidays Off-Peak – All other hours. Non-Summer Months: On-Peak – All hours.
EFFECTIVE DATE:	For all Meters read by LP&L on or after February 1, 2023~~October 1, 2022~~.

GUARD LIGHT SERVICE

No new lights will be installed by LP&L. As a result, this rate is closed to new Customers. Due to the transition to customer retail choice, this rate will end for current Customers beginning in February 2023, according to written policy established by the Director of Electric Utilities.

APPLICABLE:

For night outdoor guard lighting service where facilities of adequate capacity and suitable voltage are adjacent to the Point of Delivery. **This rate is closed to new Customers and no new lights will be installed for existing Customers**.

Mercury vapor lamps are no longer being manufactured or imported. Once the inventory of mercury vapor lamps is depleted, Customers will be given the option of having the guard light removed or replaced with another type of light which may have a different rate.

TERRITORY:

LP&L Service Territory

RATE:

Each 150 Watt 15,000 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: $15.15 per month

Each 100 Watt 9,500 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: $10.29 per month

Each 150 Watt 7,000 lumen (nominal – actual rating may vary) mercury vapor fixture installed on an overhead bracket on a wood pole: $15.59 per month

Additional secondary line: For each additional 150 foot span of secondary line required beyond the first 150 feet: $3.30 per month.

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DETERMINATION OF ENERGY USE:

15,000 lumen HPS fixture uses 56 kWh per month.
9,500 lumen HPS fixture uses 38 kWh per month.
7,000 lumen MV fixture uses 67 kWh per month.

POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase at available standard voltage at the Point of Delivery.
CONDITIONS OF SERVICE:	LP&L will own, operate, and maintain on the Premises the existing lights. Lights are photo-electrically controlled and mounted on a metal bracket on LP&L's service poles, a separate 30 foot wood pole, or on any suitable mounting device belonging to Customer. Upon the conclusion of this rate, beginning in February 2023, Customer may have the opportunity to purchase existing equipment on the Premises from Lubbock Power & Light, upon terms and conditions satisfactory to Lubbock Power & Light Director of Electric Utilities and General Counsel, at a value no less than twenty-five dollars per pole. ~~-~~The Director of Electric Utilities is hereby delegated authority to sell the identified equipment as provided herein.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	February 1, 2023~~October 1, 2022~~

FLOOD LIGHT SERVICE

No new lights will be installed by LP&L. As a result, this rate is closed to new Customers. Due to the transition to customer retail choice, this rate will end for current Customers beginning in February 2023, according to written policy established by the Director of Electric Utilities.

APPLICABLE: For night outdoor flood light service where Customer's Installation has adequate capacity and suitable voltage are adjacent to the Premises. **This rate is closed to new Customers and no new lights will be installed for existing Customers**.

TERRITORY: LP&L Service Territory

RATE: The charge per month shall be the sum of Rate sections A+B+C+D:

RATE A:
First Light Charge Charge per light for the first light on each 30 foot wood pole with overhead Service:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	$22.35
175	$22.48	N/A
250	$24.11	$24.21
400	$25.08	$25.62
1,000	$38.38	$38.82

RATE B:
Additional Light Charge

Additional charge per month for each additional light per pole:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	$8.65
175	$8.77	N/A
250	$10.01	$10.11
400	$10.84	$11.31
1,000	$22.65	$23.02

RATE C:
Additional Pole Charge

Additional charge per month per pole:

Pole Height	Overhead Wood Pole	Underground Wood Pole	Overhead Steel Pole	Underground Steel Pole
30’	$0.00	$3.75	$6.27	$10.05
35’	$1.86	$5.61	$8.13	$11.90
40’	$3.95	$7.74	$10.24	$14.02
45’	$5.60	$9.39	$11.89	$15.67
50’	$7.40	$11.19	N/A	N/A

RATE D:
Additional Service Span Charge

For each additional 150 foot span of secondary line required beyond the first 150 feet: $2.95 per month.

PRORATING:

LP&L may prorate monthly fees according to policies and procedures adopted by the Director of Electric Utilities.

DETERMINATION OF ENERGY USE:

Lamp Wattage	Metal Halide Lumen	Metal Halide kWh	High Pressure Sodium Lumen	High Pressure Sodium kWh
150	N/A	N/A	16,000	56
175	14,000	62	N/A	N/A
250	20,500	97	27,500	97
400	36,000	136	50,000	159
1,000	110,000	359	140,000	350

POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current LP&L "Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to LP&L as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase. 120 or 240 volts.

CONDITIONS OF SERVICE: LP&L will own, operate, and maintain on the Premises the existing overhead flood lights. Lights are photo-electrically controlled and mounted on LP&L poles. Upon the conclusion of this rate, beginning in February 2023, Customer may have the opportunity to purchase existing equipment on the Premises from Lubbock Power & Light, upon terms and conditions acceptable to Lubbock Power & Light Director of Electric Utilities and General Counsel, at a value no less than twenty-five dollars per pole The Director of Electric Utilities is hereby delegated authority to sell the identified equipment as provided herein.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: February 1, 2023~~October 1, 2022~~

UTILITY COST RECOVERY FEES FOR NEW CONSTRUCTION

APPLICABLE:	The Service charges listed below are applicable to all Customers served by LP&L within new developments requiring underground line extensions through easements or public rights of way, and are in addition to any other charges made under LP&L's Tariff and Rate Schedules.
TERRITORY:	LP&L Service Territory
RATE: (PER LINEAR FOOT)	**Commercial: $19.29** **Residential Subdivisions Full w/ Alleys: $25.92** **Residential Subdivisions Half w/Alleys: $19.44** **Residential Subdivisions Full No Alleys: $25.92** **Residential Subdivisions Half No Alleys: $19.44**
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services, or on the right or privilege of rendering the Service, or on any object or event incidental to the rendition of the Service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% may be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	New development, redevelopment or expansion projects requiring LP&L underground line extensions.
CONDITIONS OF SERVICE:	Commercial developments greater than one acre require the developer's contractor to supply ditch, backfill and transformer pad on property to LP&L specifications. Commercial developments of one acre or less must meet LP&L in public right of way or dedicated easement for service connection. For residential subdivisions, "Full" refers to serving lots on both sides of alley or street. "Half" refers to serving lots on one side of alley or street. Refer to City of Lubbock Code of Ordinances, Section 38.09.005 for the fees associated with street light installations for residential subdivisions within city limits. Any required

easements for LP&L to deliver Service on the Premises shall be the developer's responsibility. LP&L is under no obligation to energize Facilities serving the development and/or Premises until such time as the developer has paid all applicable fees, provided necessary easements, and has met LP&L construction specifications.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Tariff as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: February 1, 2023~~October 1, 2022~~

MISCELLANEOUS SERVICE CHARGES

APPLICABLE:	The Service charges listed below are applicable to all Customers served by LP&L and are in addition to any other charges made under LP&L's Tariff.
TERRITORY:	LP&L Service Territory
RETURNED ITEM CHARGE:	$30.00 This charge is made when Customer's method of payment has been dishonored and returned to LP&L.
DISCONNECT/RECONNECT FEE:	$27.50 when disconnected or reconnected during business hours $43.50 when disconnected or reconnected after business hours $57.50 when disconnected or reconnected at the pole during business hours $75.00 when disconnected or reconnected at the pole after business hours This charge is made when Customer is disconnected because of a delinquent account or requests reconnection of Service after having been disconnected because of a delinquent account.
TAMPERED SERVICE CHARGE:	$200.00 each occurrence plus expense for damages plus recovery of lost sales that are based on historical data or average use for similarly situated Customers. This charge is applied to any Customer who has tampered with the Meter installed on the Premises, or by any manner or means has prevented the total energy from being registered by the Meter installed for such purposes.

METER TESTING CHARGE:

Upon the request of a Customer, LP&L will test the accuracy of the Customer's Meter at no charge to the Customer. The test shall be made during LP&L's normal working hours and shall be scheduled to accommodate the Customer or the Customer's authorized representative, if the Customer desires to observe the test. The test should be made on the Premises, but may, at LP&L's discretion, be made at LP&L's test laboratory. If the Meter has been tested by LP&L at the Customer's request, and within a period of four years the Customer requests a new test, LP&L shall conduct the test. However, if the subsequent test finds the Meter to be within ANSI's accuracy standards, LP&L may charge the Customer a $50.00 fee, which represents the cost of testing.

Following the completion of any requested test, LP&L shall promptly advise the Customer of the date of removal of the Meter, the date of the test, the result of the test, and who made the test.

MISCELLANEOUS CHARGES:

At cost. This charge may be made for miscellaneous and non-routine services performed at the request of Customer but not covered specifically by any Rate or fee. The charges will be the reasonable costs incurred for performing such services including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the Service provided. This charge also includes any obstruction removal in accordance with Article III, Section 8 of the General Terms and Conditions, which would be the reasonable costs incurred for performing the necessary removal of obstructions.

PULSE METERING EQUIPMENT INSTALLATION AND REPLACEMENT CHARGE:

At cost. These charges may be made when Customer requests access to pulses from the revenue meter. The charges will be the reasonable costs incurred for providing such Service including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the Service provided.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by LP&L for Services rendered, or on the right or privilege or rendering the Service, or on any object or event incidental to the rendition of the Service.

ALTERNATIVE METER CHARGE: Residential Customers who choose Non-Standard Meters are required to pay the incremental costs to provide the non-standard Service, which include costs to manually read Meters and perform other Services through non-standard processes that would otherwise not be required. Installation cost at Premises - to change-out a standard Meter for a Non-Standard Meter - shall be $127.84 and shall be paid prior to installation plus a monthly charge of $24.56 charged on the monthly invoice.

EFFECTIVE DATE: February 1, 2023~~October 1, 2022~~

POWER COST RECOVERY FACTOR:

The Power Cost Recovery Factor (PCRF), provides for the recovery of all power costs incurred by LP&L in serving system demand and energy requirements. The PCRF shall be reviewed and may be adjusted by the Director of Electric Utilities at a minimum of two times per year, once during the non-summer season of October through May and once during the summer season of June through September. The PCRF will have a demand (PCRF-D) and energy (PCRF-E) component or rate. The PCRF rates shall be established with the intention of matching PCRF revenues with actual power costs over the course of a fiscal year, giving consideration to seasonal fluctuations in load and in power prices. The PCRF may be adjusted more frequently if any over or under recovery exceeds the maximum variance as defined below.

For a particular customer class, the PCRF-E shall be adjusted by the following voltage level factors:
Primary Voltage: 1.0409
Secondary Voltage: 1.06340

On a monthly basis, LP&L shall track actual revenues collected from the PCRF and compare these revenues to actual total power costs incurred. The cumulative balance representing the difference between total PCRF revenues collected less total power costs incurred over the period shall be reported to the LP&L Electric Utility Board on a monthly basis.

A PCRF balancing account will be established with a cap equal to five percent of total annual budgeted or forecasted power costs to manage the monthly over/under collection of, or differences in, the monthly PCRF revenues and monthly power costs. If at any time, the reported cumulative balance of the difference between total PCRF revenues collected and power costs is greater than the PCRF balancing account cap, an adjustment may be made to the PCRF rates with the intention of refunding the over recovery amount. In addition, if at any time the reported cumulative balance of the difference between total PCRF revenues collected and power costs is approaching or less than zero, an adjustment may be made to the PCRF rates with the intention of replenishing the PCRF stabilization fund.

All mid-season adjustments to the PCRF shall be approved by the Electric Utility Board.

RESOLUTION

WHEREAS. Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock;

WHEREAS, pursuant to Chapter 1, Article XII, Section 1, of the City of Lubbock Charter, the City Council of the City of Lubbock has exclusive jurisdiction to approve all electric rates of Lubbock Power & Light;

WHEREAS, the Electric Utility Board is charged with approving and submitting an electric rate schedule ("Rate Schedule") for Lubbock Power & Light to the City Council pursuant to §2.03.415(a) of the Code of Ordinances of the City of Lubbock by filing same with the City Secretary;

WHEREAS, the Electric Utility Board may, as required from time to time, submit to the City Council for its approval amendments to the budget and/or Rate Schedule pursuant to §2.03.415(a) of the Code of Ordinances of the City of Lubbock;

WHEREAS, due to Lubbock Power & Light's plans to opt into retail competition in the Fall of 2023, certain modifications to the Rate Schedule are required;

WHEREAS, Chapter I, Article XII, Section 1, of the City of Lubbock Charter and §2.03.415(a) of the Code of Ordinances of the City of Lubbock require that the Rate Schedule of Lubbock Power & Light be approved by the City Council prior to its adoption: NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board of the City of Lubbock, as required by §2.03.415(a) of the Code of Ordinances of the City of Lubbock, hereby approves and submits the attached Rate Schedule to the City Council and recommends that such Rate Schedule, as attached hereto, be adopted with an effective date of February 1, 2023.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT this resolution and the attached Rate Schedule be filed with the City Secretary as required by §2.03.415(a) of the Code of Ordinances of the City of Lubbock, and as may be required by Chapter 102 of the Texas Local Government Code, and shall be deemed filed with the City Secretary when this resolution and the attached Rate Schedule are delivered to the City Secretary.

Passed by the Electric Utility Board the 19th day of December, 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

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2022-O0187, for Zone Case 3347-A, a request of Tortoise and Hare Land Co. for Windows by Chad, LLC, for a zone change from Transition (T) to Commercial District (C-4) Specific Use for self-storage at 3203 through 3231 118th Street, located south of 118th Street and east of Indiana Avenue, Four Fields Business Park Addition, Tracts A through O.

Item Summary

On December 13, 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 December 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance - 3347-A
ZC3347-A_Report
Documentation - 3347-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. 3347-A; A ZONING CHANGE FROM T TO C-4 SPECIFIC USE FOR SELF-STORAGE FACILITIES, AT 3203 THROUGH 3231 118TH STREET, LOCATED SOUTH OF 118TH STREET AND EAST OF INDIANA AVENUE, FOUR FIELDS BUSINESS PARK ADDITION, TRACTS A THROUGH O, 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. 3347-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 **T** to **C-4 Specific Use** for **self-storage facilities** zoning district at **3203 through 3231 118th Street, located south of 118th Street and east of Indiana Avenue, Four Fields Business Park Addition, Tracts A through O,** 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 **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 **3203 through 3231 118th Street, located south of 118th Street and east of Indiana Avenue, Four Fields Business Park Addition, Tracts A through O**, 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/ZC3347-A
December 1, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 3347-A
City Council Meeting	December 13, 2022

Applicant Tortoise and Hare Land Co.

Property Owner Windows by Chad LLC

Council District 4

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- December 7, 2006, Ordinance No. 2006-O0121: The subject property was annexed into city limits and zoned Transition District (T).
- August 9, 2018, Zone Case 3347, Ordinance No. 2018-O0090: The subject property was rezoned from T to Industrial Park District (IDP) with a Specific Use for a Mini-warehouse. This case is no longer in effect, as a building permit was not obtained on any portion of the property within 30 months after the approval of the Specific Use, so the zoning reverted to T.
- December 1, 2022, Zone Case 3347-A: The Planning and Zoning Commission recommended approval of a zone change from Transition (T) to Commercial District (C-4) Specific Use for Self-Storage Facilities by a vote of 6-0-0.

Notification Summary
- Notifications Sent: 8
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
The property was platted on January 13, 2022 as Four Fields Business Park Tracts A-O, and is currently vacant.

Adjacent Property Development
This property is surrounded by Transition (T) and developed with a commercial building and Local Retail District (C-2) that is vacant to the north. To the east is Commercial District (C-4) and is developed with a storage facility. To the south is Commercial District (C-4) and vacant, and Interstate Highway Commercial (IHC) and is developed with a storage facility. To the west is vacant land zoned General Retail District (C-3).

Item Summary
The subject property is located at 3203 - 3231 118th Street, south of 118th Street and east of Indiana Avenue. The applicant is requesting a zone change from Transition (T) to Commercial District (C-4) with a Specific Use for Self-Storage Facilities.

Current zoning: **Transition (T)**

Requested zoning: **Commercial District (C-4) Specific Use for Self-Storage Facilities**

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 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 [division 27 of this article]."

Traffic Network/Infrastructure Impacts
The location is along 118th Street, which is designated as a Local Street and east of Indiana Avenue, which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Local Streets provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts. Arterial streets are continuous routes whose function is to serve high volume needs of local traffic and regional traffic.

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 Park uses. Although the proposed zone change to C-4 would not be consistent with the Future Land Use Plan, due to the development of the surrounding area and the proximity to a Principal Arterial, C-4 zoning and the Specific Use for self-storage facilities would be appropriate in this location.

Conformance with Zoning Ordinance
The proposed zone change and specific use are in conformance with the zoning ordinance. The property is located in an appropriate location along a Principal Arterial and next to other similar zoned properties.

Suitability of Property for Allowed Uses
The property is suitable for the uses allowed in the C-4 district and for the specific use for self-storage facilities. 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

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3347-A

Allowable Uses: Commercial District (C-4) Specific Use for Self-Storage Facilities

Transportation: The proposed development has point of access from 118th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
118th Street, Local Street, Incomplete	R.O.W. 30 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

District 4

5.5 **Zone Case 3347-A**: Tortoise and Hare Land Co. for Windows by Chad LLC

Request for a zone change from Transition (T) to Commercial District (C-4) Specific Use for self-storage at:

- 3203 through 3231 118th Street, located south of 118th Street and east of Indiana Avenue, Four Fields Business Park Addition, Tracts A through O.

PLANNER GREG HERNANDEZ stated there were eight (8) notifications sent out and zero returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request. Staff also noted in August 2018, the property was zoned Industrial Park District, with a Specific Use for mini-warehouses. This case has since reverted as there was no building permit obtained within thirty (30) months.

APPLICANT SCOTT CAIN, 15404 County Road 2150, advised the proposed use is for office warehouse, and C-4 wasn't what was wanted. They ran into an issue with a land owner next door that did not want to give up street dedications. It drug out for long enough that they lost the zoning.

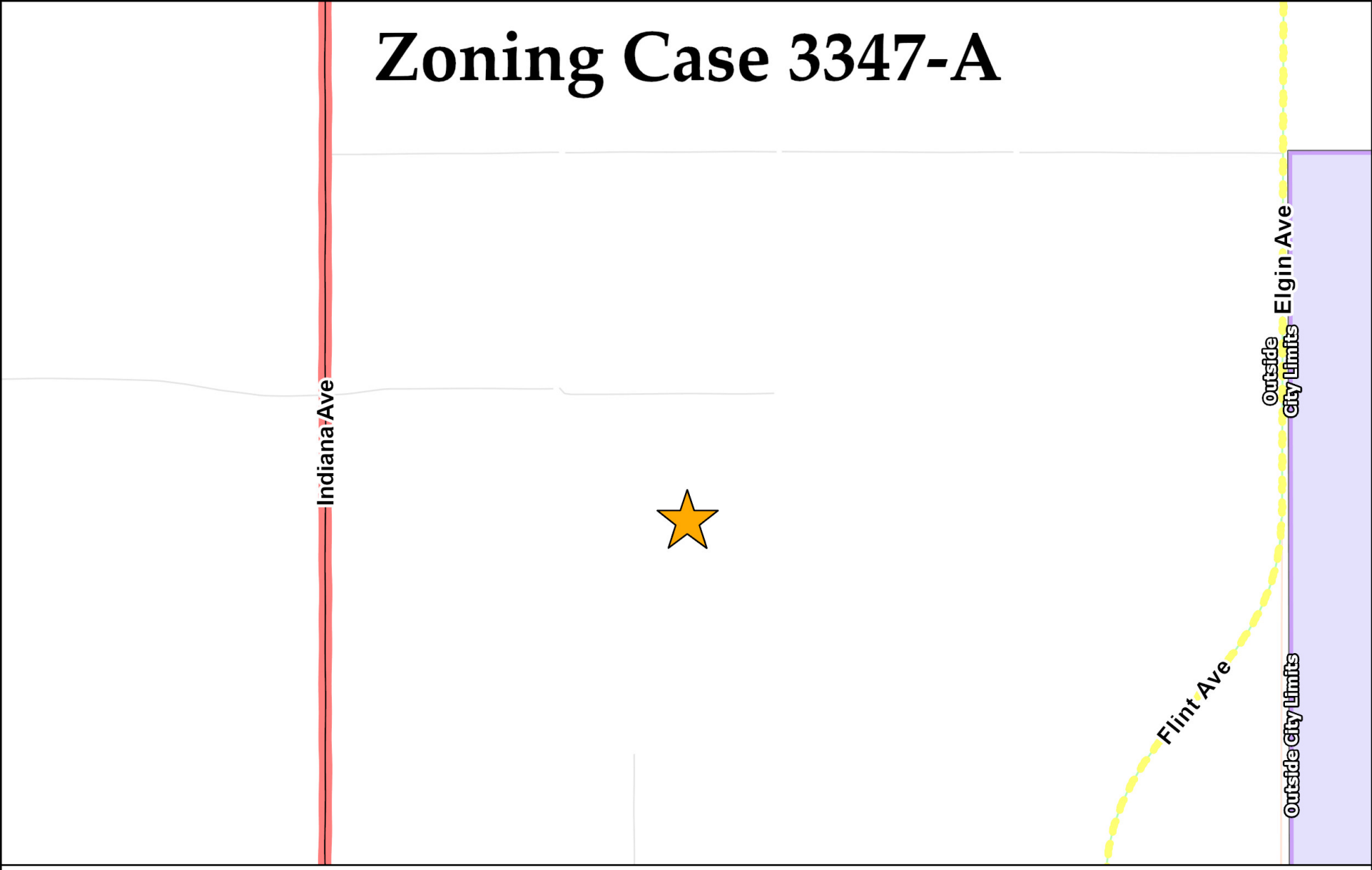
MEMBER JAMES BELL asked for clarification on use as office warehouse or self-storage. **MR. CAIN** responded at the time of their prior request, they wanted the option for self-storage in case they decided to go that route. The plan was always for office warehouses. However, he has sold seven of the fifteen units, and because he sold them under the pretense that the properties had the Specific Use tied to them, the preference is to keep the request as is.

BOARDMEMBER RENEE CAGE advised the request is a good fit for the area.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3347-A**, a motion was made by **TANNER NOBLE** and seconded by **SUSAN TOMLINSON** to approve the request and the Commission members voted 6 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Zoning Case 3347-A

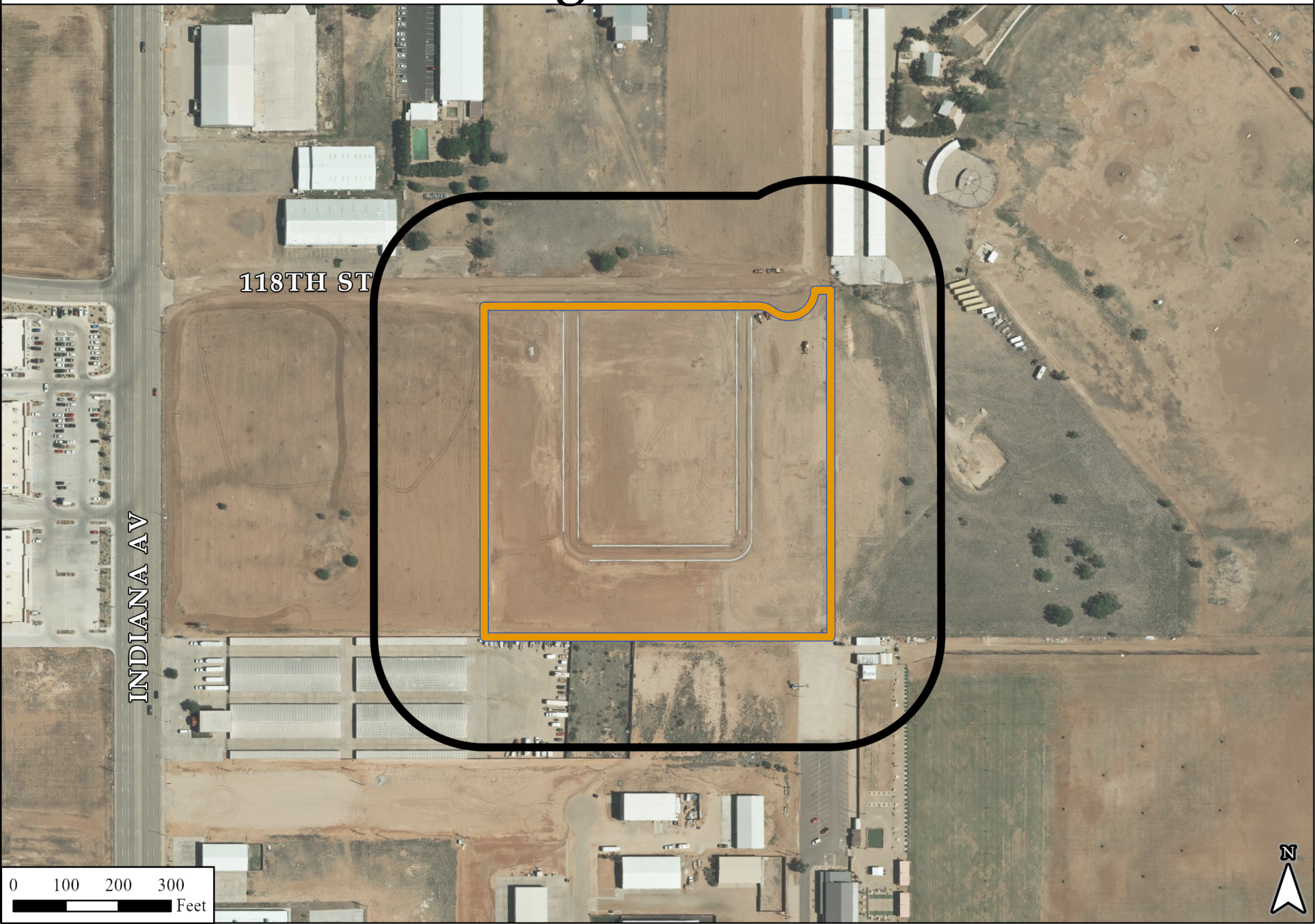


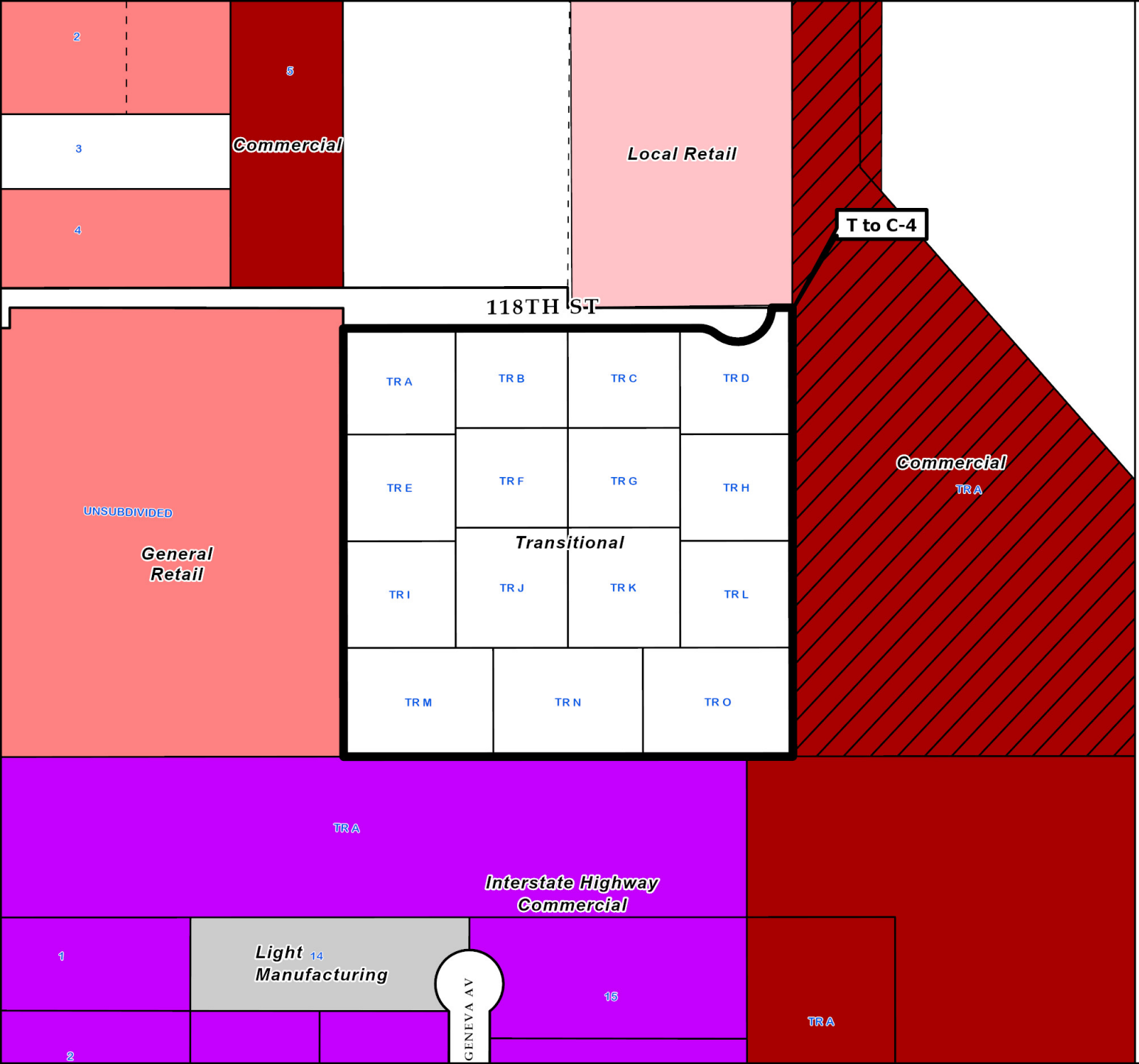
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: November 2022

Zoning Case 3347-A





Current Zoning

3347-A

Zoning Districts

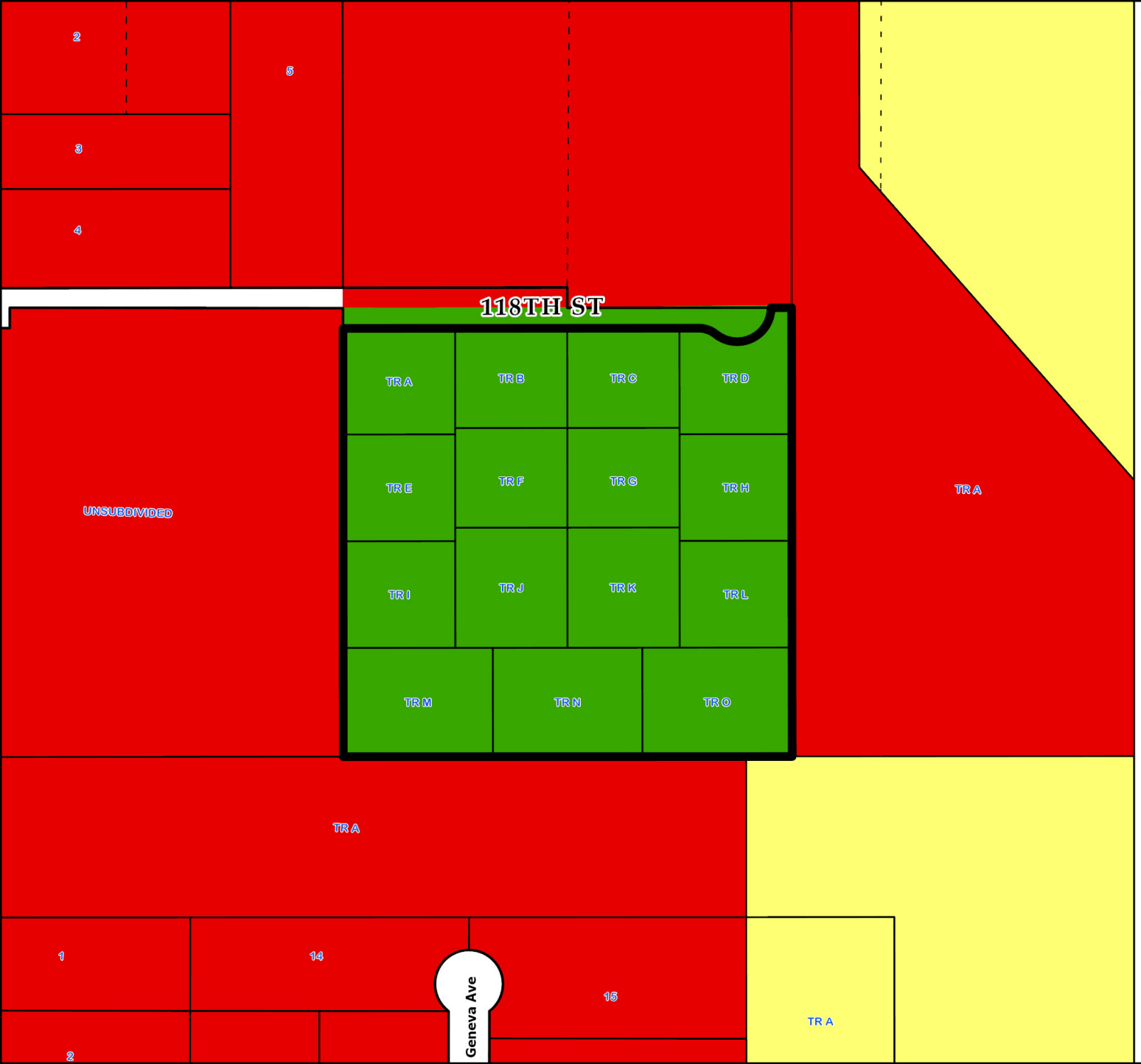
- Local Retail
- General Retail
- Commercial
- Commercial Specific Use
- Interstate Highway Commercial
- Light Manufacturing
- Transitional

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2022



Future Land Use Plan
Case 3347-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

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: November 2022



View of subject property to the south.



View to the east.



View to the north.



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: Four Fields Business Park - 118th & Indiana Ave.

Lots/Tracts: Tracts A through O - Four Fields Business Park

Survey & Abstract: Abacus Engineering

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: _____

Existing Land Use: C4 + Specific Use Existing Zoning: C4 + Specific Use

Requested Zoning: C4 + Specific Use

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Tortoise and Hare Land Co.

Name: Shawn Genenbacher

Address: PO Box 65162 City: Lubbock State: TX

ZIP Code: 79464 Telephone: 806-239-6409 Email: shawn.tortoiseandhare@gmail.com

Applicant's Signature: _____

Date: 10/11/22 Printed Name: Shawn Genenbacher

Owner Information

Firm Name: WINDOWS BY CHAD LLC

Owner: CHAD TUCKER / JULIE NITKE

Address: 3209 B 34th ST City: LBK State: TX

ZIP Code: 79410 Telephone: 806 722 1010 Email: WINDOWSBYCHAD@SUDDENLINK.NET

Property Owner's Signature: Chad Tucker Julie Nitke

Date: 10-12-22 Printed Name: CHAD TUCKER

Preparer Information JULIE NITKE

Preparer's Signature: _____

Date: _____ Printed Name: Shawn Genenbacher

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.