City of Lubbock, Texas
Regular City Council Meeting
August 8, 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
Courtney Paz, 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: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.

1:00 p.m. - City Council convenes in City Council Chambers in Work Session regarding items for presentation and discussion on such issues that may require in-depth consideration by the City Council.

1. **Citizen Comments - Any citizen wishing to address the City Council in person, regarding 2.1., as posted on the City Council Work Session, shall complete the sign-up form provided at the meeting, no later than 1:00 p.m. on August 8, 2023. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

2. 1. Presentation and discussion of the Proposed FY 2023-24 Operating Budget and Capital Program, and discuss all funds of the City, including but not limited to General Fund, Debt Service Fund, Internal Services, Enterprise Funds, Special Revenue Funds, Component Units, Related Entities, Debt and Debt Obligations, Capital Improvement Program, current and proposed American Rescue Plan Act Funds and uses, and related and associated items; and take action to direct the City Manager to make changes to said Budget.

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

3. **Executive Session**

3. 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.

3. 1. 1. *City of Lubbock, Texas v. Elk City Wind II, LLC,* Cause No. CIV-23-232-G, proceeding in the United States District Court for the Western District of Oklahoma

3. 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:

3. 2. 1. City Attorney

3. 2. 2. City Manager

3. 2. 3. City Secretary

Adjourn from Executive Session

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

4. **Ceremonial Items**

4. 1. Invocation

4. 2. Pledges of Allegiance

Call to Order

5. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on August 8, 2023. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

6. **Minutes**

6. 1. June 20, 2023 Special City Council Meeting - Electric Utility Board
July 11, 2023 Regular City Council Meeting

7. **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.**

7. 1. **Budget Ordinance Amendment 2nd Reading - City Council:** Consider Budget Ordinance No. 2023-O0088, Amendment 26, amending the FY 2022-23 Budget for municipal purposes respecting the Parks Capital Projects Fund for parks improvements; providing for filing; and providing for a savings clause.

7. 1. 1. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Purchase Orders 10026614, 10026616 and 10026617, for new splash pads and playgrounds at Mae Simmons Park and Rodgers Park, and a new splash pad at Maxey Park.

7. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2023-O0089, Amendment 27, amending the FY 2022-23 Budget for municipal purposes respecting the Streets Capital Projects Fund; providing for filing; and providing for a savings clause.

7. 3. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2023-O0090, Amendment 28, amending the FY 2022-23 Budget for municipal purposes respecting the Operating Budget for Lubbock Economic Development Alliance, Market Lubbock, Inc., Visit Lubbock, and Lubbock Sports Authority; providing for filing; and providing for a savings clause.

7. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 29, amending the FY 2022-23 Budget for municipal purposes respecting the Grant Fund; providing for filing; and providing for a savings clause.

7. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 30, 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.

7. 6. **Resolution - Business Development:** Consider a resolution 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 Section 5, Block A, Clerk File Number 2007001225, Lubbock County, owned by Market Lubbock, Inc.

7. 7. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing portions of alley right-of-way abutting Lots 8 and 9, Terra Estates Addition to the City of Lubbock, Lubbock County, Texas.

7. 8. **Resolution - Right-of-Way:** Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock, a Street Use License Agreement by and between the City of Lubbock and Triple J Concepts, LLC.

7. 9. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Contract 14966, with Garver, LLC, for North Water Treatment Plant Ground Storage Construction Phase Services.

7. 10. **Resolution - Engineering:** Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock, an Advanced Funding Agreement, Contract No.17514, by and between the City of Lubbock and the State of Texas acting through the Texas Department of Transportation, for a surface transportation program project for Upland Avenue from 66th Street to 82nd Street.

7. 11. **Resolution - Engineering:** Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock, Amendment No. 5 to Professional Service Agreement Contract 14034, for engineering services for the design of Upland Avenue Paving Improvements between 66th Street and 114th Street, by and between the City of Lubbock and Kimley-Horn and Associates, Inc.

7. 12. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute a No-Cost Extension Amendment, and all related documents, related to Federal Award Number 6 NU58DP007289-01-03, "A Collaborative Approach to Addressing the Social Determinants of Health in West Texas," by and between the City of Lubbock and the United States Department of Health and Human Services, acting by and through the Center for Disease Control and Prevention.

7. 13. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute Contract 17360, a Revenue Cycle Management Consulting Services Agreement, and all related documents, by and between the City of Lubbock and Moxie Healthcare Solutions LTD.

7. 14. **Resolution - Aviation:** Consider a resolution approving and ratifying the acts of the Deputy City Manager, in executing Airport Infrastructure Grant Project No. 3-49-0138-056-2023, and all related documents, by and between the City of Lubbock and the United States of America, acting through the Federal Aviation Administration (FAA) for the Taxiway Lima Extension, Taxi Lane Addition, and Apron Expansion Project at Lubbock Preston Smith International Airport.

7. 15. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Amendment No. 7 to Contract 15310, with Parkhill, for professional architectural/engineering services for the Taxiway Lima Extension, Taxi Lane Addition, and Apron Expansion Project, at Lubbock Preston Smith International Airport.

7. 16. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Change Order No.1 to Contract 16553, with Interstate Sealant & Concrete, Inc., for the LBB Airfield-Wide Joint Seal Project at Lubbock Preston Smith International Airport.

7. 17. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Amendment No.14 to Contract 15200, with RS&H, Inc., for the professional architectural/engineering services for the Security Systems Upgrade at Lubbock Preston Smith International Airport.

7. 18. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31075584, with Grapevine Dodge Chrysler Jeep Ram, for the purchase of four, 3/4-Ton Pickup Trucks.

7. 19. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute an agreement, by and between the City of Lubbock and the State of Texas, acting through the Texas Department of Transportation, for the temporary closure of State right-of-way during the 2023 United Supermarkets Lubbock Marathon.

7. 20. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2023-O0092, for Zone Case 3143-A, a request of West Texas Engineering, LLC for Tigris Development, LLC, for a zone change from General Retail District (C-3) to High-Density Apartment District (A-2), at 3202 Milwaukee Avenue, located south of 32nd Street, and west of Milwaukee Avenue, Elm Park Addition, Tract K.

8. **Regular Agenda**

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

8. 2. **Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2023-O0092, for Zone Case 2161-L, a request of Hub City Capital, LLC for G Greenstreet, Inc., for a zone change from Garden Office District (GO) to General Retail District (C-3), at 8902 University Avenue, located west of University Avenue and south of 89th Street, Summerfield Addition, North 119 feet of Tract E.

AI# 11785
Regular City Council Meeting 6. 1.
08/08/2023:

Information

Agenda Item

June 20, 2023 Special City Council Meeting - Electric Utility Board
July 11, 2023 Regular City Council Meeting

Item Summary

June 20, 2023 Special City Council Meeting - Electric Utility Board
July 11, 2023 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

6.20.2023 S EUB
7.11.2023

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
June 20, 2023
11:00 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 20th of June, 2023, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 11:00 a.m.

11:02 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 Secretary Courtney Paz; First Assistant City Attorney Mitchell Satterwhite

Absent: Council Member Mark W. McBrayer; Council Member Dr. Jennifer Wilson; City Manager W. Jarrett Atkinson

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

1. PUBLIC COMMENT

1. 1. This period, of up to thirty minutes, is dedicated to public comment. Each member of the public will have three minutes to speak. Any member of the public that requires the assistance of a translator will have six minutes to speak. Comments must be limited to only those items posted on the Electric Utility Board agenda. Any member of the public wishing to speak shall sign up on the public comment sheet on the day of the Electric Utility Board Meeting, prior to the beginning of the 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.

Mayor Pro Tem Shelia Patterson Harris introduced a guest who is shadowing her, Teffanie White, Principal at Richard Milburn Academy.

2. EXECUTIVE SESSION

This meeting was called into a closed session at 11:05 a.m. under the provisions of Section 551, Texas Government Code. City Council lost quorum during Executive Session and adjourned at 12:38 p.m.

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

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

2. 1. 1. 1. Discuss and deliberate issues regarding generation unit operating characteristics and outage scheduling.

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

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

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

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

2. 1. 3. 2. Discuss and the Board will take possible action related to purchased power and energy and fuel management services.

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

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

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

2. 1. 5. 1. Discuss and deliberate plans, studies, proposals, and analysis for system improvements, additions, or sales.

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

2. 2. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the 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:

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

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

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

2. 2. 4. Southwestern Public Service Company Revisions to Partial Requirements Agreement to Reflect Settlement Agreement with Lubbock Power & Light, Docket No. ER23-1144-000, proceeding before the Federal Energy Regulatory Commission ("FERC").

2. 2. 5. *City of Lubbock, Texas v. Elk City Wind II, LLC,* Cause No. CIV-23-232-G, proceeding in the United States District Court for the Western District of Oklahoma.

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

2. 4. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074 to deliberate the appointment and/or reappointment of a public officer or employee (Electric Utility Board).

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.*

3. REGULAR SESSION

3. 1. The Board will approve the minutes from the Regular Electric Utility Board Meeting on May 16, 2023.

***This item was deleted.**

3. 2. Presentation and discussion of the update/report by the Director of Electric Utilities, or his designee, regarding strategic planning, board committee reports, ordinance change requests, EUB policy and procedures, customer service, business center practices, procedures and policies, transition to retail customer choice, 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, including proceedings regarding the pro forma tariff, training, cybersecurity, mutual aid agreement, and operational performance metrics.

***This item was deleted.**

3. 3. 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.**

3. 4. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding LP&L's transition to retail competition, including but not limited to, the distribution cutover of the 30% from the Southwest Power Pool to the Electric Reliability Council of Texas ("ERCOT"), customer education regarding the transition to competition, regulatory proceedings, and progress with flight testing interested retail electric providers with ERCOT.

***This item was deleted.**

3. 5. The Board will consider a resolution approving the template Full Interconnection Study ("FIS") Agreement as attached to the resolution, and authorizing the Director of Electric Utilities, or his designee, to execute such FIS agreements as necessary and required by the Electric Reliability Council of Texas Planning Guides and Nodal Protocols, pursuant to the form attached to the resolution.

***This item was deleted.**

3. 6. The Board will consider a resolution approving and adopting updated Electric Utility Board Rules, Policies, and Procedures, applicable to the Electric Utility Board, as attached to the resolution.

***This item was deleted.**

4. CONSENT AGENDA

4. 1. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute a Public Works Contract by and between the City of Lubbock, acting by and through Lubbock Power & Light, and EHV Construction LLC, RFP# 7147-23-ELD, for Northeast Substation Construction and Site Work Services for $2,136,576. The substation upgrade will include two new 50 MVA 115/22.86x12.47kV transformers, low side main breakers, two distribution bays with eight feeder breakers and associated underground distribution exits to accommodate the forecasted load growth in the area.

***This item was deleted.**

4. 2. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Order, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and as concerns line items 2, 3 and 4 to Grapevine DCJ, LLC, Inc., for $169,050 and line item 5 to Pegasus CDJR, LLC, for $73,577, ITB# 7148-23-EUA, for LP&L Fleet Vehicles. This bid is for five pickups that will be replacements to LP&L's Fleet as approved in the FY 2022-23 Capital Program budget.

***This item was deleted.**

4. 3. 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 Altec Industries, Inc., Sourcewell Contract 110421-ALT. This Sourcewell quote for $1,614,979 is for one digger derrick and five buckets that will be replacements to LP&L's Fleet as approved in the FY 2022-23 Capital Program budget.

***This item was deleted.**

12:38 P.M. CITY COUNCIL ADJOURNED

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

The June 20, 2023 Special City Council Meeting minutes were approved by the City Council on the 8th day of August, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

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

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
July 11, 2023
1:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 11th of July, 2023, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 1:00 p.m.

1:00 P.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 Courtney Paz; City Attorney Chad Weaver

Note: City Council addressed agenda items in the following order:
- *Executive Session; Special Recognition; 2.1-2.2; Citizen Comments 3; 4.1; 5.1-5.21; 6.1-6.8.*

1. Executive Session

The meeting recessed at 1:02 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 1:46 p.m., and the meeting was called to order at 2:07 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. Cause No. DC-2023-CV-0631 - Bobby Turner v. City of Lubbock.

1. 1. 2. Project Evergreen

1. 1. 3. Tex. S.B. 929, 88th Leg., R.S. (2023)

1. 2. 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. 2. 1. Project Evergreen

1:45 p.m. - City Council reconvenes in Open Session in City Council Chambers.

City Council reconvened at 1:46 p.m.

Special Recognition of the Mandela Washington Fellows to receive honorary citizenships

Mayor Tray Payne presented a special recognition and honorary city of Lubbock citizenships to the students participating in the Mandela Washington Fellowship for Young African Leaders Program at Texas Tech University. Michael Johnson, associate director of the office of international affairs with Texas Tech University, gave comments on the importance of the Mandela Washington Fellowship Program and introduced the students.

2. Ceremonial Items

2. 1. Invocation

Colin Lundstrom, Deacon of Worship & Administration with Fellowship Church Lubbock, 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.

2:00 p.m. - Call to Order

The meeting was called to order at 2:07 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 July 11, 2023. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

Sign ups:

- Steve Vernon, the proponent, appeared before City Council to speak in favor of item 6.8 (Zone Case 501-A).

4. Minutes

4. 1. May 16, 2023 Special City Council Meeting - Electric Utility Board
June 9, 2023 Special City Council Meeting - Announcement Celebration
June 13, 2023 Regular City Council Meeting
June 15, 2023 Special City Council Meeting - Ribbon Cutting

Motion by Council Member Latrelle Joy, seconded by Council Member Christy Martinez-Garcia, to approve the May 16, 2023 Special City Council Meeting - Electric Utility Board; June 9, 2023 Special City Council Meeting - Announcement Celebration; June 13, 2023 Regular City Council Meeting; and the June 15, 2023 Special City Council Meeting - Ribbon Cutting.

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 Dr. Jennifer Wilson, seconded by Council Member Christy Martinez-Garcia, to approve items 5.1-5.21.

Vote: 7 - 0 Motion carried

5. 1. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2023-O0081, Amendment 24, amending the FY 2022-23 Budget for municipal purposes respecting the General Fund for additional positions to increase core public health capacity; providing for filing; and providing for a savings clause.

5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2023-O0082, Amendment 25, amending the FY 2022-23 Budget for municipal purposes respecting the Airport Capital Fund for safety management and facilities improvements; providing for filing; and providing for a savings clause.

5. 3. **Ordinance 2nd Reading - Business Development:** Ordinance No. 2023-O0080, designating the Dura-Line, LLC Reinvestment Zone within the City of Lubbock, as authorized by Chapter 312 of the Tax Code; describing the boundaries of said Zone for commercial / industrial tax abatement; providing a saving clause and providing for publication.

5. 4. **Resolution - Business Development:** Resolution No. 2023-R0340 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to DJD Real Estate, LLC, located at 619 Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 5. **Resolution - Business Development:** Resolution No. 2023-R0341 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to DJD Real Estate, LLC, located at 619 Broadway, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 6. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2023-O0073 abandoning and closing portions of an Underground Streetlight Cable Easement, located on Lot 181, Stratford Pointe, Lubbock County, Texas.

5. 7. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2023-O0083 abandoning and closing portions of alley right-of-way located in Section 41, Block AK, Lubbock County, Texas.

5. 8. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2023-O0084 abandoning and closing a portion of a drainage easement located in Lot 26, Regency Park Addition to the City of Lubbock, Lubbock County, Texas.

5. 9. **Resolution - Water System Operations:** Resolution No. 2023-R0342 authorizing the Mayor to execute Contract 17338, with Univar Solutions USA INC, Inc., for the purchase of Sodium Hydroxide for the South Water Treatment Plant.

5. 10. **Resolution - Public Works Streets:** Resolution No. 2023-R0343 authorizing the Mayor to execute Contract 17327, with NSG Logistics, LLC, for ice control road salt products used by the Public Works Street Department.

5. 11. **Ordinance 1st Reading - Traffic Operations:** Ordinance No. 2023-O0085 amending Section 20.05.103 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of school zones and speed limits.

5. 12. **Resolution - Solid Waste:** Resolution No. 2023-R0344 authorizing the Mayor to execute Real Estate Sales Contract 17461, for the purchase of real property in Section 31, Block AK, Lubbock County, by and between the City of Lubbock and Loop 88, LLC.

5. 13. **Resolutions - Facilities Management:** Resolution No.'s 2023-R0345 and 2023-R0346 authorizing the Mayor to execute Contract 17247, an agreement with KWA Engineering & Building Science Company, Inc., and Contract 17402, an agreement with Terracon Consultants, Inc., for building envelope consulting services on various City properties.

5. 14. **Resolution - Public Health Services:** Resolution No. 2023-R0347 authorizing the Mayor to execute Amendment No. 5 to Department of State Health Services (DSHS) Contract No. HHS000109800001 and all related documents, under the Immunization Locals Grant Program Contract, by and between the City of Lubbock, and the State of Texas DSHS.

5. 15. **Resolution - Public Transit Services:** Resolution No. 2023-R0348 authorizing the Mayor to execute a contract between the City of Lubbock and FlixBus, for ticket reselling services to be provided by Citibus.

5. 16. **Resolution - Public Transit Services:** Resolution No. 2023-R0349 authorizing the Mayor to execute an agreement for location-related services between the City of Lubbock and Greyhound Lines, Inc. at the Citibus Downtown Transfer Plaza.

5. 17. **Ordinance 1st Reading - Human Resources:** Ordinance No. 2023-O0086, amending Ordinance No. 2011-O0112, which established a Deferred Compensation Plan for City employees, to change the make-up of the Oversight Committee of the City's Deferred Compensation Plan.

5. 18. **Resolution - Fleet Services:** Resolution No. 2023-R0350 authorizing the Mayor to execute Purchase Order 31074863, with Lubbock Truck Sales, Inc., for the purchase of one 2024 Freightliner M2112 Class 8 Tandem Axle Truck Chassis with a Roll-Off Container Frame Body, for the Solid Waste Recycling Collection Department.

5. 19. **Ordinance 2nd Reading - Planning (District 2):** Ordinance No. 2023-O0075, for Zone Case 3485, a request of the City of Lubbock, for a Specific Use for a Public Use (cemetery) on property zoned Transition District (T), at 4614 East 50th Street, located south of 50th Street and east of East Loop 289, on 100 acres of unplatted land out of Block S, Section 10 (for the proposed Veteran’s Memorial Cemetery Addition, Tract A).

5. 20. **Ordinance 2nd Reading - Planning (District 3):** Ordinance 2023-O0076, for Zone Case 1190-C, a request of Lubbock Party House for Totomazza Inc., for a Specific Use for an Event Center on property zoned Local Retail District (C-2), at 4322 50th Street located north of 50th Street, and east of Quaker Avenue, Commercial Addition, Lot 5, and the east 42.06 feet of Lot 6.

5. 21. **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2023-O0078, for Zone Case 3484, a request of R2M Engineering for M.N. Thompson Heirs, LLC and LSJ Thompson, LLC, for a zone change from Transition District (T) to Interstate Highway Commercial District (IHC), generally located east of Upland Avenue and north of 130th Street, on 26.26 acres of unplatted land out of Block AK, Section 19.

6. **Regular Agenda**

6. 1. **Public Hearing - Business Development:** Hold a public hearing for the consideration of a proposed 4% Non-Competitive Housing Tax Credit (HTC) application to be submitted to the Texas Department of Housing and Community Affairs (TDHCA) for the South Plains Apartments, located at 5520 58th Street, and for the Homestead Apartments, located at 5401 56th Street, in Lubbock, Texas.

Public Hearing only.

Brianna Brown, director of business development, gave a presentation 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 be conducted in regard to the proposed 4% Non-Competitive Housing Tax Credit."

Mayor Payne opened the public hearing at 2:13 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 2:13 p.m.

6. 2. **Resolution - Business Development:** Resolution No. 2023-R0351 confirming that the City of Lubbock has no objection to the proposed 4% Non-Competitive Housing Tax Credit (HTC) application to be submitted to the Texas Department of Housing and Community Affairs (TDHCA) for the South Plains Apartments, located at 5520 58th Street, and for the Homestead Apartments, located at 5401 56th Street, in Lubbock, Texas.

Brianna Brown, director of business development; and Shari Flynn, executive director of Lubbock Housing Finance Corporation, gave comments and answered questions from City Council.

Motion by Council Member Mark W. McBrayer, seconded by Council Member Latrelle Joy, to approve Resolution No. 2023-R0351.

Vote: 7 - 0 Motion carried

6. 3. **Resolution - Business Development:** Resolution No. 2023-R0352 authorizing a program or expenditure of the Lubbock Economic Development Alliance, to be provided to Plant-AS-DNPS-003-1 LLC, pursuant to Section 501.073 of the Texas Local Government Code, and authorizing the City Manager to execute Contract 17451 between the City of Lubbock, the Lubbock Economic Development Alliance, and Plant-AS-DNPS-003-1 LLC.

Brianna Brown, director of business development, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to approve Resolution No. 2023-R0352.

Vote: 7 - 0 Motion carried

6. 4. **Resolution - Business Development:** Resolution No. 2023-R0353 giving Notice of Intent to enter into and execute a Tax Abatement Agreement with Dura-Line, LLC, with said notice to be given to the presiding officers of each taxing unit having jurisdiction in assessing taxes on the property located at 904 Lubbock Business Park Boulevard.

Jarrett Atkinson, city manager; and Brianna Brown, director of business development, gave comments and answered questions from City Council.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve Resolution No. 2023-R0353.

Vote: 7 - 0 Motion carried

6. 5. **Ordinance 2nd Reading - Planning (District 1):** Ordinance No. 2023-O0074, for Zone Case 3483, a request of Felix Sanchez Medina, for a zone change from General Retail District (C-3) to Commercial District (C-4), at 1921 Clovis Road, located south of Clovis Road and east of Avenue T, Easley Addition, Block 38, Lots 21, 22, 23 and the southwest part of Lot 24.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2023-O0074.

Vote: 7 - 0 Motion carried

6. 6. **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2023-O0077, for Zone Case 1067-F, a request of McDougal Realtors for 3 Wiggle, LLC, for a zone change from Local Retail District (C-2) to General Retail District (C-3), at 6601 Indiana Avenue, located south of 66th Street and east of Indiana Avenue, Live Oak Addition, Lot 197-A.

Charles Bolton, with Bolton Oil Company, and the owner of the property, gave comments and answered questions from City Council.

Motion by Council Member Steve Massengale, seconded by Council Member Mark W. McBrayer, to approve Ordinance No. 2023-O0077.

Vote: 7 - 0 Motion carried

6. 7. **Ordinance 2nd Reading - Planning (District 6):** Ordinance No. 2023-O0079, for Zone Case 2538-AA, a request of AMD Engineering, LLC for 806 Land Group, for a zone change from General Retail District (C-3) and Two-Family District (R-2) to Local Retail District (C-2) with a Specific Use for a Self-Storage Facility, generally located east of Upland Avenue and north of 19th Street, on 4.05 acres of unplatted land out of Block JS, Section 10.

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2023-O0079.

Vote: 7 - 0 Motion carried

6. 8. **Ordinance 1st Reading - Planning (District 3):** Ordinance No. 2023-O0087, a request for Zone Case 501-A, a request of Steve Vernon for Dellas W. Lee, for a Specific Use for an Event Center on property zoned Local Retail District (C-2), at 4012 34th Street, located north of 34th Street, and east of Oxford Avenue, Zuni Park Addition, Block 7, Lot 14, the east 55 feet of Lot 13 and the west 15 feet of Lot 15.

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

Motion by Council Member Mark W. McBrayer, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2023-O0087.

Vote: 7 - 0 Motion carried

2:35 P.M. CITY COUNCIL ADJOURNED

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

The July 11, 2023 Regular City Council Meeting minutes were approved by the City Council on the 8th day of August, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

AI# 11745
Regular City Council Meeting 7. 1.
08/08/2023:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - City Council: Consider Budget Ordinance No. 2023-O0088, Amendment 26, amending the FY 2022-23 Budget for municipal purposes respecting the Parks Capital Projects Fund for parks improvements; providing for filing; and providing for a savings clause.

Item Summary

On July 25, 2023, the City Council approved the first reading of the ordinance.

I. Amend Capital Improvement Project 92779, Splash Pads-ARPA, and appropriate funding in the amount of $2,178,055, from $5,144,259 to $7,322,314. Funding will be from the American Rescue Plan Act (ARPA) funds.

The additional funding will afford the following benefits to the Splash Pad Project.

1. Increase the size of the pump systems, which provide additional water volume, square footage, and capacity;
2. Provide greater recreational value with larger water features;
3. Include more shade structures and patron seating areas; and
4. Incorporate designs in the surfacing that will enhance the overall aesthetic of the facilities.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

Shelia Patterson Harris, Mayor Pro Tem, District 2
Christy Martinez-Garcia, Councilmember District 1
Mark W. McBrayer, Councilmember District 3

Attachments

Budget Amendment 26

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2022-23 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE PARKS CAPITAL PROJECTS 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 #26) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92779, Splash Pads-ARPA, and appropriate funding in the amount of $2,178,055, from $5,144,259 to $7,322,314. Funding will be from the American Rescue Plan Act (ARPA) funds.

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:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:



D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney

AI# 11798
Regular City Council Meeting 7. 1. 1.
08/08/2023:

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute Purchase Orders 10026614, 10026616 and 10026617, for new splash pads and playgrounds at Mae Simmons Park and Rodgers Park, and a new splash pad at Maxey Park.

Item Summary

In FY 2022-23 the City Council approved American Rescue Plan Act (ARPA) Funding in the amount of $5,144,259 for aquatic facilities. On July 25, 2023, Mayor Pro Tem Patterson Harris, Councilmember Martinez-Garcia and Councilmember McBrayer recommended a Budget Amendment in the amount of $2,178,055 for aquatic facilities. Pending the approval of the second reading of Budget Amendment 26 on the agenda today, the total amount of $7,322,314 will be dedicated to fund (3) new splash pads, (2) new playgrounds and site amenities.

Mae Simmons, Maxey and Montelongo Pools were closed in FY 2022-23 because they were beyond repair, due to age and wear. A decision was made to replace these pools with splash pads, based on information gathered through public surveys and the approved Parks, Recreation and Open Spaces Master Plan.

In October 2022, Parks and Recreation Staff contacted Kraftsman Commercial Playgrounds & Water Parks to provide quotes for design and installation of the splash pads and new playgrounds at Mae Simmons Park and Rodgers Park and a new splash pad at Maxey Park.

The purchases will be made through BuyBoard Contract 679-22. BuyBoard is a local Government Purchasing Cooperative created to increase the purchasing power of government entities and to simplify their purchasing by using a customized online purchasing system. Its purpose is to obtain the benefits and efficiencies that can accrue to members.

Purchase Orders (PO) with Kraftsman Commercial Playgrounds & Water Parks are:

PO 10026614 for $2,089,383.50, for Mae Simmons Park;
PO 10026616 for $1,477,876.00, for Maxey Park; and
PO 10026617 for $2,132,740.50, for Rodgers Park.

The total of the (3) Purchase Orders with Kraftsman Commercial Playgrounds & Water Parks, of Spring, Texas, will be $5,700,000. Demo and site work is estimated in the amount of $559,900, restroom repair and replacement budgeted at $450,000, landscaping and utilities totaling $315,000, and contingency in the amount of $297,413 brings the estimated total project cost to $7,322,314.

Preliminary schedule has construction beginning in Fall of 2023, with completion and opening in Summer of 2024.

Fiscal Impact

PO 10026614, for $2,089,383.50, for Mae Simmons Park;
PO 10026617, for $2,132,740.50, for Rodgers Park: and
PO 10026616, for $1,477,876.00, for Maxey.

These Purchase Orders totaling $5,700,000 are funded in Capital Improvement Project 92779, ARPA Parks – Aquatic Facilities.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
PO - Mae Simmons
PO - Maxey Park
PO - Rodgers Park
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, Purchase Orders 10026614, 10026616, and 10026617, in accordance with BuyBoard Contract 679-22 for the purchase of Splash Pads and Playgrounds for Mae Simmons, Maxey, and Rodgers Parks, by and between the City of Lubbock and Kraftsman, LP d/b/a Kraftsman Commercial Playgrounds & Water Parks, of Spring, Texas, and all related documents. Said Purchase Orders 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Foster
Rachael Foster, Assistant City Attorney

ccdocs II/RES.POs 10026614, 10026616, & 10026617 BuyBoard 679-22- Kraftsman, LP
7.31.23

City of Lubbock TEXAS

PURCHASE ORDER

Date - 7/26/2023

Order Number 10026614 000 OP

Branch/Plant 5223

TO:
KRAFTSMAN, LP DBA
KRAFTSMAN COMMERCIAL
PLAYGROUNDS & WATER
PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO:
CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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 /26/20 3 Freigh .

Requested 11/29/2023 Taken By D HEATH

Delivery PER M CHACON REQ 60563 BUYBOARD 679-22

If you have any questions please reach out to Mariana Chacon at MChacon@mylubbock.us or by phone at 806-775-2664

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Massive Splash With Two Bucket	1.000	151,800.0000	EA	151,800.00	11/29/2023
Linear Arrangement By Water O					
Lotus Petal By Water Odyssey	2.000	43,693.3300	EA	87,386.66	11/29/2023
Gravity Shooter	2.000	12,834.6700	EA	25,669.34	11/29/2023
By Water Odyssey					
Water Wickets 4 Arch Assembly	1.000	48,901.3300	EA	48,901.33	11/29/2023
By Water Odyssey					
Super Loop #1	1.000	25,549.3300	EA	25,549.33	11/29/2023
By Water Odyssey					
Weeping Water Water Conserving	1.000	34,805.3300	EA	34,805.33	11/29/2023
By Water Odyssey					
Over N' Under Water Conserving	2.000	9,400.0000	EA	18,800.00	11/29/2023
(Five Nozzles) By Water Odysse					
Baby Long Legs Water	6.000	2,056.0000	EA	12,336.00	11/29/2023
Conserving By Water Odyssey					
Water Cage Water Conserving	1.000	13,149.3300	EA	13,149.33	11/29/2023

City of Lubbock TEXAS

PURCHASE ORDER

Date - 7/26/2023

Order Number 10026614 000 OP

Branch/Plant 5223

TO: KRAFTSMAN, LP DBA
KRAFTSMAN COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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 7/26/2023 Freight .

Requested 11/29/2023 Taken By D HEATH

Delivery PER M CHACON REQ 60563 BUYBOARD 679-22

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
By Water Odyssey					
Water Weave By Water Odyssey	1.000	8,061.3300	EA	8,061.33	11/29/2023
Cloud 9 By Water Odyssey	1.000	5,698.6700	EA	5,698.67	11/29/2023
Water Fence Water Conserving	4.000	6,501.3300	EA	26,005.32	11/29/2023
5'0" Section By Water Odyssey					
Splash-O-Lator By Water	6.000	2,664.0000	EA	15,984.00	11/29/2023
Odyssey					
Simple Spray Water Conserving	2.000	1,824.0000	EA	3,648.00	11/29/2023
By Water Odyssey					
Jet Way Water Conserving	7.000	1,976.0000	EA	13,832.00	11/29/2023
By Water Odyssey					
Popp Dropp by Water Odyssey	13.000	1,690.6700	EA	21,978.71	11/29/2023
Fun Forms Allen Armadillo Aqua	1.000	8,898.6700	EA	8,898.67	11/29/2023
Spout By Water Odyssey					
Mushroom Maze (No Activator)	1.000	6,093.3300	EA	6,093.33	11/29/2023
36" Height By Water Odyssey					
Mushroom Maze (No Activator)	1.000	7,092.0000	EA	7,092.00	11/29/2023

City of Lubbock TEXAS

PURCHASE ORDER

Date - 7/26/2023

Order Number 10026614 000 OP

Branch/Plant 5223

TO:
KRAFTSMAN, LP DBA
KRAFTSMAN COMMERCIAL
PLAYGROUNDS & WATER
PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO:
CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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 7/26/2023 Freight .

Requested 11/29/2023 Taken By D HEATH

Delivery PER M CHACON REQ 60563 BUYBOARD 679-22

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
48" Height By Water Odyssey					
Pony Tail Spray By Water	1.000	1,768.0000	EA	1,768.00	11/29/2023
Odyssey - In Ground					
Water Flower By Water	2.000	2,296.0000	EA	4,592.00	11/29/2023
Odyssey					
Anywayspray Water Conserving	2.000	2,133.3300	EA	4,266.66	11/29/2023
By Water Odyssey					
Daddy Long Legs Water	1.000	4,621.3300	EA	4,621.33	11/29/2023
Conserving By Water Odyssey					
Water Sprout By Water Odyssey	1.000	2,501.3300	EA	2,501.33	11/29/2023
Custom SplashPark Kontroller	1.000	25,000.0000	EA	25,000.00	11/29/2023
Includes 5 Years Remote Access					
Touch & Go Vibration Bollard	2.000	5,717.3300	EA	11,434.66	11/29/2023
Hockey Puck Style By Water Ody					
Water Distribution Manifold	1.000	63,502.5200	EA	63,502.52	11/29/2023
By Water Odyssey					
SplashPark Large Capacity	3.000	2,600.0000	EA	7,800.00	11/29/2023

City of Lubbock TEXAS

PURCHASE ORDER

Date - 7/26/2023

Order Number 10026614 000 OP

Branch/Plant 5223

TO: KRAFTSMAN, LP DBA
KRAFTSMAN COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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	7/26/2023	Freight	.
Requested	11/29/2023	Taken By	D HEATH
Delivery	PER M CHACON REQ 60563		BUYBOARD 679-22

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Drain Deck By Kraftsman					
Spray Play Pad 5" Thick	4,875.000	17.0000	EA	82,875.00	11/29/2023
Concrete Pad By Kraftsman					
KraftKoat Spray Play Deck	4,875.000	18.4000	EA	89,700.00	11/29/2023
Coating 1000 SF Minimum					
Aquakraft Water Filtration	1.000	124,586.0000	EA	124,586.00	11/29/2023
System With PIWF Sign 800 GPM					
Water Reservoir Holding Tank	1.000	40,152.0000	EA	40,152.00	11/29/2023
6000 Gallon by AquaKraft					
Medium Pressure UV System	1.000	31,000.0000	EA	31,000.00	11/29/2023
By Kraftsman					
Custom Concrete Foundation	1.000	8,000.0000	EA	8,000.00	11/29/2023
For Mechanical Area					
Mechanical Room Enclosure	1.000	50,000.0000	EA	50,000.00	11/29/2023
With Lockable Walk Gate					
SplashPark Electrical Control	1.000	29,762.0000	EA	29,762.00	11/29/2023

City of Lubbock TEXAS

PURCHASE ORDER

Date - 7/26/2023

Order Number 10026614 000 OP

Branch/Plant 5223

TO:
KRAFTSMAN, LP DBA
KRAFTSMAN COMMERCIAL
PLAYGROUNDS & WATER PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO:
CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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	7/26/2023	Freight	.
Requested	11/29/2023	Taken By	D HEATH
Delivery	PER M CHACON REQ 60563		BUYBOARD 679-22

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
System By Kraftsman					
2" Water Line By Kraftsman	50.000	24.2500	EA	1,212.50	11/29/2023
Drain Line For SplashParks And	50.000	121.7700	EA	6,088.50	11/29/2023
Other Park Areas 8" By Kraftsm					
Custom Playground	1.000	125,956.0000	EA	125,956.00	11/29/2023
By Superior Playgrounds					
4-Seat See-Saw By Superior	1.000	5,751.0000	EA	5,751.00	11/29/2023
Playgrounds					
1 Bay Single 5" Post Swing	1.000	2,003.0000	EA	2,003.00	11/29/2023
By Superior Playgrounds					
Belt Swing Seats	1.000	262.0000	EA	262.00	11/29/2023
By Superior Playgrounds					
Cantilever Bucket Swing	1.000	1,460.0000	EA	1,460.00	11/29/2023
By Superior Playgrounds					
Polyspun Soil Separator	2.000	437.5000	EA	875.00	11/29/2023
1800 SF					
Compacted Stabilized Base	3,198.000	8.2500	EA	26,383.50	11/29/2023

City of Lubbock TEXAS

PURCHASE ORDER

Date - 7/26/2023

Order Number 10026614 000 OP

Branch/Plant 5223

TO: KRAFTSMAN, LP DBA
KRAFTSMAN COMMERCIAL
PLAYGROUNDS & WATER
PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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 7/26/2023 Freight .

Requested 11/29/2023 Taken By D HEATH

Delivery PER M CHACON REQ 60563 BUYBOARD 679-22

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
by Kraftsman Furnish And Install IPEMA	3,198.000	31.6800	EA	101,312.64	11/29/2023
Certified Bonded Rubber Custom Pinwheel Sail 30'	1.000	29,745.0000	EA	29,745.00	11/29/2023
By Superior Shade Concrete Piers Pavilion	6.000	2,744.0000	EA	16,464.00	11/29/2023
Columns By Kraftsman Engineer Sealed Drawings	1.000	1,200.0000	EA	1,200.00	11/29/2023
Of Shade Canopy By Kraftsman Concrete Pad (Shelter) 5"	787.000	15.5300	EA	12,222.11	11/29/2023
Thick Minimum 500 Sq. Ft. Regal 6 Ft. Rectangular Table	2.000	1,439.8500	EA	2,879.70	11/29/2023
6 Ft. Bench Seats Portable Regal 8 Ft. ADA Table	2.000	1,477.5400	EA	2,955.08	11/29/2023
6 Ft. Seats Portable Hexagonal Ubrella 16' Diameter	5.000	6,191.2300	EA	30,956.15	11/29/2023

City of Lubbock TEXAS

PURCHASE ORDER

Date - 7/26/2023

Order Number 10026614 000 OP

Branch/Plant 5223

TO: KRAFTSMAN, LP DBA
KRAFTSMAN COMMERCIAL
PLAYGROUNDS & WATER PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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 7/26/2023 Freight .

Requested 11/29/2023 Taken By D HEATH

Delivery PER M CHACON REQ 60563 BUYBOARD 679-22

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
By Superior Shade					
Concrete Piers Pavilion	5.000	3,012.0000	EA	15,060.00	11/29/2023
by Kraftsman					
Engineer Sealed Drawings	1.000	1,075.0000	EA	1,075.00	11/29/2023
Of Canopy By Superior Shade					
Classic 6 Ft. Bench	5.000	2,019.2300	EA	10,096.15	11/29/2023
Portable or Surface Mount					
32 Gallon Trash Receptacle	4.000	1,042.4600	EA	4,169.84	11/29/2023
Liner Included					
Preparation Of Site	1.000	10,000.0000	EA	10,000.00	11/29/2023
by Kraftsman					
Concrete Sidewalks 5" Thick	2,891.000	15.5300	EA	44,897.23	11/29/2023
Concrete Pad					
Excavation Of Existing Soil	460.000	75.0000	EA	34,500.00	11/29/2023
And Haul-Off From Site					
Provide Install And Compact In	270.000	87.0000	EA	23,490.00	11/29/2023

City of Lubbock TEXAS

PURCHASE ORDER

Date - 7/26/2023

Order Number 10026614 000 OP

Branch/Plant 5223

TO: KRAFTSMAN, LP DBA
KRAFTSMAN COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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 7/26/2023 Freight .

Requested 11/29/2023 Taken By D HEATH

Delivery PER M CHACON REQ 60563 BUYBOARD 679-22

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Place By Kraftsman					
Chain Link Temporary Fencing	1,000.000	14.0000	EA	14,000.00	11/29/2023
6" High By Kraftsman					
Obtain Necessary Building	1.000	3,667.0000	EA	3,667.00	11/29/2023
Permit For SplashPark					
Construction Documentation	1.000	13,334.0000	EA	13,334.00	11/29/2023
by Kraftsman					
Performance & Payment Surety	1.000	63,425.0000	EA	63,425.00	11/29/2023
Bond					
Contingency	1.000	72,452.0000	EA	72,452.00	11/29/2023
Shipping & Handling	1.000	42,485.7200	EA	42,485.72	11/29/2023
Discount	1.000	(223,706.8300)	EA	(223,706.83)	11/29/2023
Install	1.000	475,461.3600	EA	475,461.36	11/29/2023

Total Order

Terms NET DUE ON RECEIPT 2,089,383.50

City of Lubbock TEXAS

PURCHASE ORDER

Page -
Date - 7/26/2023
Order Number 10026614 000 OP
Branch/Plant 5223

TO: KRAFTSMANS, LP DBA
KRAFTSMAN COMMERCIAL
PLAYGROUNDS & WATER PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
LUB OCK TX 79403

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY:_____
Marta Alvarez, Director of Purchasing & Contract Management

INSURANCE REQUIRED:

Commercial General Liability: $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). **Automotive Liability:** $1M occurrence is needed.	**Workers Compensation and Employer Liability:** 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. **Additional Policies:** **Commercial General Liability Heavy Equipment Endorsement:** Heavy equipment endorsement is required
*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.	

This purchase order encumbers funds in the amount of $2,089,383.50 awarded to Kraftsman, LP Kraftsman Commercial Playgrounds & Water Parks of Spring, TX, on _____, 2023. The following is incorporated into and made part of this purchase order by reference: Quote dated July 25, 2023, from Kraftsman Commercial Playgrounds & Water Parks of Spring, TX, and BuyBoard Contract 679-22.

Resolution #_____

CITY OF LUBBOCK:

_____
Tray Payne, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

Kraftsman

COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q78103
Date: 07/25/2023
Project: 28326
Created By: Jeff Goodman
Quote Name: Option 6 (No Fence)

BILL TO

Lubbock, City of
Kalee Robinson
Mae Simmons Park
1314 Ave K, 3rd floor

Lubbock, TX 79401
806-775-2672

Terms:
Percentage Completed Draws

SHIP TO

Lubbock, City of
Kalee Robinson
Mae Simmons Park
1301 E 24th Street
Lubbock, TX 79404
806-775-2672

QTY	Code	Description	Size	Weight	Color	Unit Price	Ext. Price
		Drawing KPS-28326-6 Dated 7/25/23					
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #679-22					
		Spray Features					
1	MS14-2A1B	Massive Splash™ with Two Buckets, linear arrangement, by Water Odyssey	50			$151,800.00	$151,800.00
2	W355	Lotus Petal, By: Water Odyssey.	24			$43,693.33	$87,386.66
2	W056	Gravity Shooter™. By: Water Odyssey	40			$12,834.67	$25,669.34
1	W074	Water Wickets™, 4 Arch Assembly. By: Water Odyssey.	15			$48,901.33	$48,901.33
1	W373	Super Loop #1 By: Water Odyssey.	25-50			$25,549.33	$25,549.33
1	W022C	Weeping Water™, Water Conserving. By: Water Odyssey.	10-15			$34,805.33	$34,805.33
2	W097C-5	Over N' Under™, Water Conserving (five nozzles). By: Water Odyssey.	24		N/A	$9,400.00	$18,800.00
6	W036C	Baby Long Legs™, Water Conserving. By: Water Odyssey.	3			$2,056.00	$12,336.00
1	W012C	Water Cage™, Water Conserving. By: Water Odyssey.	18		N/A	$13,149.33	$13,149.33
1	W093	Water Weave™. By: Water Odyssey.	14			$8,061.33	$8,061.33
1	W016	Cloud 9™. By: Water Odyssey.	6			$5,698.67	$5,698.67
4	W058C-5	Water Fence™, Water Conserving, 5'0" Section. By: Water Odyssey.	30		n/a	$6,501.33	$26,005.32
6	W085	Splash-O-Lator™. By: Water Odyssey	7			$2,664.00	$15,984.00
2	W125C	Simple Spray™, water conserving. By: Water Odyssey	3		brass	$1,824.00	$3,648.00
7	W011C	Jet Way™, water conserving. By: Water Odyssey.	21			$1,976.00	$13,832.00
13	W280	Popp Dropp™ By: Water Odyssey.	39			$1,690.67	$21,978.71
1	FF3049	Fun Forms™ Allen Armadillo Aqua Spout by Water Odyssey	5			$8,898.67	$8,898.67
1	W010	Mushroom Maze™ (no Activator).36" Height By: Water Odyssey.	40			$6,093.33	$6,093.33
1	W010-48	Mushroom Maze™ (no Activator), 48" height, By: Water Odyssey.	40			$7,092.00	$7,092.00
1	W124	Pony Tail Spray by Water Odyssey - in ground	11		N/A	$1,768.00	$1,768.00
2	W071	Water Flower™. By: Water Odyssey.	10			$2,296.00	$4,592.00
2	W100C	Anywayspray™, Water Conserving. By: Water Odyssey.	2			$2,133.33	$4,266.66
1	W004C	Daddy Long Legs™, Water Conserving. By: Water Odyssey.	7			$4,621.33	$4,621.33
1	W057	Water Sprout™. By: Water Odyssey	4			$2,501.33	$2,501.33
		Max FLow Rate 544 GPM Operating Flow Rate 327 GPM					
		SplashPark Kontroller, Activator, and Distribution Manifold					
1	SPK-8-24	Custom SplashPark Kontroller with 8 hard-wired inputs and 24 outputs mounted in a NEMA4XX housing includes 5 years remote cellular access by Kraftsman				$25,000.00	$25,000.00

Kraftsman

COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q78103
Date: 07/25/2023
Project: 28326
Created By: Jeff Goodman
Quote Name: Option 6 (No Fence)

2	W009	Touch & Go™ Vibration Bollard, Wired, Hockey Puck Style with handprint by Water Odyssey			$5,717.33	$11,434.66
1	WMF-24P	Water distribution Manifold, Flanged 4" Stainless Steel Manifold with pressure gauge, drain valve, water hammer arrestor, (2) Full Flanged 4"S inlet connections; (24) discharge assemblies each w/(1) true union ball valve and (1) 24VAC glass filled plastic solenoid valve. NOTE: Water pressure to the manifold must not exceed 50 psi. The installer must ensure this requirement is met. By Water Odyssey			$63,502.52	$63,502.52
		Splash Deck and Drains				
3	SPLASHDRAIN	SplashPark Large capacity deck drain 24” square, 8” side outlet, with Fiberglass grate. By Kraftsman	350 GPM		$2,600.00	$7,800.00
4875	SPLASHDECK	Spray Play Pad, 5” thick concrete pad with slope to drains, rebar reinforced, light broom finished to help prevent the possibility of slippage (no coloring or top coat), By: Kraftsman	4875 Sq Ft		$17.00	$82,875.00
4875	KRAFTKOAT W/ DESIGN	KraftKoat Spray Play Deck coating, 1000 SF minimum, modified cementious top coating concrete overlay, Provides slip resistance, cool deck surface (when used with light colored sealers) & architectural appearance. Multi color design with choice of colors based on SW color numbers (Kraftsman to approve design, subject to price increase depending on intricacy of layout).	4875 Sq Ft	choose up to 4	$18.40	$89,700.00
		Filtration System & Mechanical Room				
1	AKWFS800	Aquakraft Water Filtration System with PIWF sign - 800 GPM			$124,586.00	$124,586.00
1	WRHT6	Water Reservoir Holding Tank, 6000 Gallon, Concrete with epoxy coated interior, with access lid and hatch; 1½” Automatic fill valve with wall penetration; overflow and all penetrations as required by project design, delivered by AquaKraft	6000 Gallon		$40,152.00	$40,152.00
1	UV-SPLASH-2	Medium Pressure UV system for secondary treatment of water in SplashParks. 6" flanged connections for flow rates 340-600 GPM. By Kraftsman			$31,000.00	$31,000.00
1	FOUND-CUST	Custom Concrete Foundation for Mechanical area			$8,000.00	$8,000.00
1	ENCLOSURE16X12X8	Mechanical Room enclosure with lockable walk gate and metal roof to protect and cover filtration equipment, pumps, and feature controllers.			$50,000.00	$50,000.00
		Splash Pad Utilities				
1	SPLASHPARK CONTROLS	SplashPark Electrical Control System. By: Kraftsman - Includes all electrical inside mechanical area - Does not include service panel			$29,762.00	$29,762.00
50	WLINE2	2” Water Line, By: Kraftsman			$24.25	$1,212.50
50	DRAINLINE8	Drain Line for SplashParks and other Park areas, 8”. By: Kraftsman	8”		$121.77	$6,088.50
		Playground				
1	KP5-27891-2	Custom 5-12 Age Group Playground, By Superior Playground 256180			$125,956.00	$125,956.00
1	TFR0684XX	4-Seat See-Saw by Superior Playgrounds			$5,751.00	$5,751.00
1	TFR0622XX	1 Bay, Single 5” post swing by Superior Playgrounds			$2,003.00	$2,003.00
1	90015108XX	Belt swing seats, molded belt seats with galvanized triangle hardware and high carbon steel spring inserts. Includes galvanized chain and hardware for 8 ft swing frame (sold as a set of two), by Superior Playgrounds		red, yellow, green, blue, black or tan	$262.00	$262.00
1	EFR0148XX	Cantilever Bucket Swing for ages 24 to 47 months, for 5” single post swing frame (without shade). Includes bucket seat, fittings and horizontal arm. Swing frame sold separately. By Superior Playgrounds			$1,460.00	$1,460.00

Initials _____

Kraftsman

COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q78103
Date: 07/25/2023
Project: 28326
Created By: Jeff Goodman
Quote Name: Option 6 (No Fence)

		Playground Safety Surface				
2	FABRIC	Polyspun Soil Separator, 1800 SF.	6'x300'	40	$437.50	$875.00
3198	BASE-4	Compacted Stabilized base, installed at a 4" depth. By: Kraftsman	3,198 Sq Ft		$8.25	$26,383.50
3198	BONDED RUBBER	Furnish and Install IPEMA Certified Bonded Rubber Safety Surfacing, minimum 3192 sq.ft.,3.75" depth for 8' critical fall height, Tri color with aromatic binder, includes security during drying time. 22-36876	3,198 Sq Ft		$31.68	$101,312.64
		Shade for Seating Area				
1	KSHSAILS	Custom Pinwheel Sail 30' with cables, clamps & quick tension / release mechanisms, 6 columns with lengths of 10' and 6" mounted on base plates 6" below surface, by Superior Shade 262483			$29,745.00	$29,745.00
6	PIERS36X060	Concrete piers pavilion & canopy columns, with anchor bolts set, and with steel rebar reinforcement, By: Kraftsman	36"x60"	7.06	$2,744.00	$16,464.00
1	ENG622	Engineer Sealed Drawings of Shade Canopy and Foundations by Superior Shade			$1,200.00	$1,200.00
787	CONC5RB	Concrete Pad(Shelter), 5" thick concrete pad with, rebar reinforced, broom finish, minimum 500 sq. ft.			$15.53	$12,222.11
		Tables for Seating Area Shade				
2	T6RC	Regal 6 Ft Rectangular Table, 2 Attached 6 ft Bench Seats, Rounded Corners, 3/4" #9 Expanded Metal, Two 2 3/8" Legs, Portable	6'		$1,439.85	$2,879.70
2	T8RCHDCP	Regal 8 Ft ADA Table, 2 Attached 6 Ft Seats, Rounded Corners, 3/4" #9 Expanded Metal, Two 2 3/8" Legs, Portable	8'		$1,477.54	$2,955.08
		Umbrella Shade				
5	HU161610SG	Hexagonal Umbrella 16' Diameter Shade Canopy, 10' Eave Height with glide elbows, one 10.5' column mounted on base plates 6" below surfacing, by Superior Shade	16x10		$6,191.23	$30,956.15
5	PIERS36X072	Concrete piers pavilion & canopy columns, with anchor bolts set, and with steel rebar reinforcement, By: Kraftsman	36"x72"		$3,012.00	$15,060.00
1	ENG622	Engineer Sealed Drawings of Shade Canopy and Foundations by Superior Shade			$1,075.00	$1,075.00
		Benches Under Umbrellas				
5	B6WBCLASSIC	Classic 6 ft Bench with Contoured Back and Arms, Ribbed Steel, Cast Aluminum Frames, Portable or Surface Mount	6'		$2,019.23	$10,096.15
		Liter Receptacles				
4	TR32CROWN	32 Gallon Trash Receptacle, Tapered with Flared Top Ribbed Steel, Crown Flattop with 16" Opening, liner included (mount directly to concrete)	32 Gal		$1,042.46	$4,169.84
		Site Work / Site Prep				
1	SITEPREP	Preparation of Site by Kraftsman Includes: Erosion Control			$10,000.00	$10,000.00
2891	CONC5RB	Concrete Sidewalks, 5" thick concrete pad with, rebar reinforced, broom finish,	2891 Sq Ft		$15.53	$44,897.23
460	EXCHAUL	Excavation of Existing Soil, and Haul-off from site. Per Cubic Yard	cubic yard		$75.00	$34,500.00
270	SELECTFILL	Provide, Install, and compact in place. For SplashParks. By: Kraftsman	Per Yard		$87.00	$23,490.00
1000	CLTEMPFENCE	Chain Link Temporary Fencing 6' high. By: Kraftsman	Per Foot		$14.00	$14,000.00
		Bonds, Additional Insured, Training, Construction Documentation, Permits				

Initials _____

1	TRAIN 2	Two days of technical support personnel on site to assist testing of WQMS equipment, system start up, with balancing features, and 4 hours of operational staff training. By: Kraftsman	$0.00	$0.00
1	PERMIT 2	Obtain Necessary Building Permit for SplashPark and General Park Construction. BUILDING PERMIT FEE TO BE PAID BY CUSTOMER OR CHANGE ORDER TO KRAFTSMAN.	$3,667.00	$3,667.00
1	CONSTDOCS	Construction documentation, plans & submittals by Kraftsman	$13,334.00	$13,334.00
1	BOND1	Performance & Payment Surety Bond, and processing of the bond documentation. **** ITEMS NOT INCLUDED **** **** AVAILABLE TO BE ADDED AT ADDITIONAL CHARGE UPON REQUEST **** · TDLR ADA review · Additional Insured · Utilities (See Utilities Note for electrical, water supply, back flow preventers, and sewer/drain requirements) · Storm Water Pollution Prevention Plans · Mechanical room enclosure	$63,425.00	$63,425.00
1	CONTINGENCY	Contingency amount for Project.	$72,452.00	$72,452.00

Item Subtotal:	$1,795,143.25
Shipping & Handling:	$42,485.72
Discount:	-$223,706.83
Equipment Subtotal:	$1,613,922.14
Tax:	$0.00
Install:	$475,461.36
Total:	**$2,089,383.50**

Special Terms and Conditions

Items not included:

These items are not included:
· Utility Connections - See Utilities Section below for specifics
· Site Prep and pad site unless specifically included, see site prep note for further details.
· Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
· Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
· Temporary security fence during construction.
· Storm Water Pollution Controls for project site.
· Safety wash station for chemical use area in filtration equipment enclosure if required.
· Removal of existing equipment.

Buy Board:

Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Initials _____

Insurance Terms:

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

Credit Card terms:

If paying by American Express, there is a 6% processing fee charge. If paying by Visa or Master Card, there is a 4% processing fee charge.

Monthly Progress Billings

All work completed and materials stored as of the last day of the month shall be billed on or before the 25th of said month. Payments to be received by the 15th of the following month.

Shipping Charges

Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

Bonding Included:

Performance and Payment bonds are included in this quote and will be provided after a signed quote or contract is returned to Kraftsman. Maintenance Bonds are not included.

Building Permits:

· Building permits are included or provided.
· Engineer stamped plans are included.
· Submittals and reviews for State of Texas ADA compliance and inspections are not included.

Delivery and Unloading:

If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.

Site Work:

· Site preparation, grading, and fill materials are included.
· Proper/Positive drainage of the area is to be included prior to start of construction by Kraftsman.
· Preparation and submittal of SWPPP (Storm Water Pollution Prevention Plan) is not included.

Locating for Underground Utilities:

· Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked prior to installation. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
· Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
· Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

Installation:

Installation quoted includes: Installation of SplashPark feature foundations, setting features, water supply piping to features from manifold (manifold is to be located within 50' of SplashDeck), connections between activators and controller, drain lines to edge of pad, per standard Kraftsman construction techniques. Installation price does not include concrete pad or surfacing.

Start Up & System Training:

Service includes one day of technical support personnel on site to assist with balancing of features, system start up, and 4 hours of staff operations training.

Project Completion:

Allow 4 to 8 weeks for preparation of plans, drawings, and submittals after acceptance of proposal. Shipping date of equipment from factory will be approximately 6 to 10 weeks after approval of submittal documentation, provided that the following has been completed and approved by the customer:·

Project product submittals reviewed, approved and returned.

· Completed Color selection sheet (signed and dated)
· Physical project address
· All contact names and phone numbers
· Exemption certificate
· Deposit per contract

Allow adequate time for processing and procuring construction permits if required.

Allow approximately 10 to 16 weeks for project completion upon equipment delivery from manufacturer, issuance of building permits if required, weather permitting.

Utilities:

Customer is to plan, permit, and provide installation and connection of utilities as follows (Kraftsman has not included costs for required improvements to utilities to support the SplashPark):

· Electrical service, panel, and connection of electrical service to filtration pump motor starters, chemical controller, and feature Dynamic Sequence Controller. Service is to be 240V, 3 Phase, 100 amp, for pumps and control systems, utility plugs and needed lighting if required. Kraftsman will complete all low voltage connections between control systems and valve manifolds.
· Electrical Bonding of all features, reinforcing steel, and filtration equipment per code requirements.
· City water meter with approved backflow preventer and water line connection to equipment area.

A 1.5" water line is to be provided (the minimum water supply to system is to be 75 GPM, with a minimum of 35 PSI). Kraftsman will supply automated water fill control system.

· Proper drain line to within 5' of edge of filtration equipment area for backwash discharge from filters and overflow from holding tank. Minimum of 8" size is to be provided.
· Storm drain line to within 5' of holding for overflow. Kraftsman will connect drain boxes from SplashDeck to holding tank.

Utility leads and required facility improvements are to be completed and ready for connection of new improvements prior to Kraftsman coming on site for construction of the SplashPark improvements.

Filtration Spec: High Rate Sand Filtration

Pumping, Filtration, and Water Treatment System, self-priming pump with integral large capacity clear top strainer; high rate sand filters with manual backwash valve, connected to Play Feature manifolds, pressure relief "dump" valve connected to holding tank. Chemtrol CH250 Chemical Controller with auto safety shutdown, Liquid Muriatic Acid pH treatment system and Liquid chlorine treatment system. Dynamic Sequencing Controller connected to feature valves, and motor starter.

Force Majeure:
Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives.

Lead Times:
Lead Times are after approval of all Initial submittals/colors, and begin once the order is placed with the manufacturer.

Superior Playground - lead time for items to ship is 14 weeks for steel playgrounds.

Site Amenities - lead time for items to ship is 16-18 weeks for Ultra Leisure items and standard items.

Shade Canopies with engineer sealed drawings - the lead time for the shade canopy to ship is 8-10 week.

Shade Sails - the lead time for the shade columns to ship is 8-10 weeks, and 6-8 weeks to manufacture sail fabrics once posts are installed and measurements sent to the factory.

Water Odyssey - the lead time for the embed portion to ship is 4 to 6 weeks and 8 to 12 weeks for the rest of features. Custom features are 18-20 weeks

Monthly Progress Billings
All work completed and materials stored as of the last day of the month shall be billed on or before the 25th of said month. Payments to be received by the 15th of the following month.

Surfacing:
Yearly Roll Coat Maintenance of Poured in Place is recommended every 18 months and is required to remain complaint with warranty. Estimated cost for Roll Coat: $3.50 to be requoted at time of service

NotePricing - Rubber Surfacing
Due to the current volatility of the surfacing raw materials market, shipping & labor –
Pricing good for 30 days. Expired proposals may be subject to a price increase of up to 3%
*Please contact your sales rep for current pricing of all expired proposals

Care, Maintenance, and Warranties of Canopies:
Fabric Shade Canopies are designed to withstand normal wind loads and weather conditions, and will provide years of sun, heat, hail & UV protection with minimal maintenance. Warranties shall be void if damage to or failure to the shade structure is caused by contact with chemical, misuse, vandalism, fireworks or acts of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. All fabric tops are warranted for sustained winds up to 76 mph and for gusts of up to 3 seconds duration up to 90 mph with no snow or ice accumulation. Damage caused by flying debris is not covered. Fabric is not warranted where it is installed on a structure that is not engineered or built by the manufacturer.

Acts of Nature:

Fabric Shade Canopy warranties do not cover natural disasters, such as earthquakes, shifts in terrain or tornados. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued. Structures are warranted for winds up to 145 mph, only if the shade canopy fabric has been removed as per requirements by the manufacturer. Care must be taken during removal of canopies so as not to damage the fabric or connection points and hardware. Contact Kraftsman or the manufacturer of the canopy if there are questions in regards to proper removal and reinstallation processes and procedures.

Kraftsman
COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q78103
Date: 07/25/2023
Project: 28326
Created By: Jeff Goodman
Quote Name: Option 6 (No Fence)

General Terms and Conditions

Bill To:
Lubbock, City of

Ship To:
Lubbock, City of

Terms:
Percentage Completed Draws

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warranties the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of $2 million in General Liability & Completed operations, $1 million in Automobile Liability, $1 million per occurrence/$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted _____ *Date* July 25, 2023
Jeff Goodman

Acceptance of Proposal:
The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature _____ *PO#:* _____

Printed Name & Title _____ *Date of Acceptance* _____

Authorized Signature _____

Printed Name & Title _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 7/27/2023
Order Number 10026616 000 OP
Branch/Plant 5223

TO: KRAFTSMANS, LP DBA
KRAFTSMAN COMMERCIAL
PLAYGROUNDS & WATER PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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 7/27/2023 Freight .
Requested 11/29/2023 Taken By D HEATH
Delivery PER M CHACON REQ 60569 BUYBOARD 679-22

If you have any questions please reach out to Mariana Chacon at MChacon@mylubbock.us or by phone at 806-775-2664

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Tidal Tank By Water Odyssey	1.000	150,304.0000	EA	150,304.00	11/29/2023
Custom Theme Painting Of Water	1.000	5,200.0000	EA	5,200.00	11/29/2023
Odyssey Feature					
Water Maypole By Water Odyssey	1.000	29,170.6700	EA	29,170.67	11/29/2023
Mission Hill Shower By Water	1.000	12,658.6700	EA	12,658.67	11/29/2023
Odyssey					
Mission Hill Spill By Water	1.000	13,725.3300	EA	13,725.33	11/29/2023
Odyssey					
Super Loop #1 By Water Odyssey	1.000	25,549.3300	EA	25,549.33	11/29/2023
Super Loop #2 By Water Odyssey	1.000	20,413.3300	EA	20,413.33	11/29/2023
Turn A Round By Water Odyssey	1.000	15,341.3300	EA	15,341.33	11/29/2023
Mushroom Maze (No Activator)	1.000	6,093.3300	EA	6,093.33	11/29/2023
36" Height By Water Odyssey					
Water Weave By Water Odyssey	1.000	8,061.3300	EA	8,061.33	11/29/2023
Water Cage Water Conserving By	1.000	13,149.3300	EA	13,149.33	11/29/2023
Water Odyssey					
Water Fence Water Conserving	1.000	7,330.6700	EA	7,330.67	11/29/2023
36" Arc By Water Odyssey					

City of Lubbock TEXAS

PURCHASE ORDER

Date - 7/27/2023

Order Number 10026616 000 OP

Branch/Plant 5223

TO: KRAFTSMANS, LP DBA
KRAFTSMAN COMMERCIAL
PLAYGROUNDS & WATER
PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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 7/27/2023 Freight .

Requested 11/29/2023 Taken By D HEATH

Delivery PER M CHACON REQ 60569 BUYBOARD 679-22

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Popp Dropp By Water Odyssey	5.000	1,690.6700	EA	8,453.35	11/29/2023
Directional Eyeball Jet By	5.000	1,352.0000	EA	6,760.00	11/29/2023
Water Odyssey					
Bug Buggle Water Feature By	2.000	3,397.3300	EA	6,794.66	11/29/2023
Water Odyssey					
Baby Long Legs By Water	1.000	2,056.0000	EA	2,056.00	11/29/2023
Odyssey					
Dandelion Dome By Water	3.000	2,232.0000	EA	6,696.00	11/29/2023
Odyssey					
Water Sprout	4.000	2,501.3300	EA	10,005.32	11/29/2023
By Water Odyssey					
Pony Tail Spray By Water	3.000	1,768.0000	EA	5,304.00	11/29/2023
Odyssey In Ground					
Custom SplashPark Kontroller	1.000	25,000.0000	EA	25,000.00	11/29/2023
By Kraftsman					
Touch & Go Vibration Bollard	1.000	5,717.3300	EA	5,717.33	11/29/2023

City of Lubbock TEXAS

PURCHASE ORDER

Date - 7/27/2023

Order Number 10026616 000 OP

Branch/Plant 5223

TO: KRAFTSMANS, LP DBA
KRAFTSMAN COMMERCIAL
PLAYGROUNDS & WATER
PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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 7/27/2023 Freight .

Requested 11/29/2023 Taken By D HEATH

Delivery PER M CHACON REQ 60569 BUYBOARD 679-22

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
By Water Odyssey Water Distribution Manifold	1.000	63,502.5200	EA	63,502.52	11/29/2023
By Water Odyssey SplashPark Large Capacity Deck	2.000	2,600.0000	EA	5,200.00	11/29/2023
Drain By Kraftsman Spray Play Pad 5" Thick	4,727.000	17.0000	EA	80,359.00	11/29/2023
Concrete Pad By Kraftsman KraftKoat Spray Play Deck	4,727.000	18.4000	EA	86,976.80	11/29/2023
Coating 1000 SF Minimum Aquakraft Water Filtration	1.000	124,586.0000	EA	124,586.00	11/29/2023
System With PIWF Sign 800 GPM Water Reservoir Holding Tank	1.000	40,152.0000	EA	40,152.00	11/29/2023
by AquaKraft Medium Pressure UV System	1.000	31,000.0000	EA	31,000.00	11/29/2023
By Kraftsman Louvered Enclosure With	1.000	50,000.0000	EA	50,000.00	11/29/2023

City of Lubbock TEXAS

PURCHASE ORDER

Date - 7/27/2023

Order Number 10026616 000 OP

Branch/Plant 5223

TO: KRAFTSMANS, LP DBA
KRAFTSMAN COMMERCIAL
PLAYGROUNDS & WATER
PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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 7/27/2023 Freight .

Requested 11/29/2023 Taken By D HEATH

Delivery PER M CHACON REQ 60569 BUYBOARD 679-22

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Lockable Walk Gate					
Custom Concrete Foundation	1.000	8,000.0000	EA	8,000.00	11/29/2023
16' Hypar Umbrella By Superior	4.000	6,876.1500	EA	27,504.60	11/29/2023
Shade					
Concrete Piers For Pavilion	4.000	3,012.0000	EA	12,048.00	11/29/2023
By Kraftsman					
Engineer Sealed Drawings Of	1.000	1,000.0000	EA	1,000.00	11/29/2023
Shade Canopy By Superior Shade					
Custom Sail Shades By	1.000	18,193.0000	EA	18,193.00	11/29/2023
Superior Shade					
Concrete Piers Pavilion Column	4.000	2,744.0000	EA	10,976.00	11/29/2023
By Kraftsman					
Engineer Sealed Drawings Of	1.000	1,200.0000	EA	1,200.00	11/29/2023
Shade Canopy By Superior Shade					
Concrete Seatwall By Kraftsman	28.000	425.0000	EA	11,900.00	11/29/2023
Classic 6 Ft. Bench	2.000	2,019.2300	EA	4,038.46	11/29/2023
Portable Or Surface Mount					

City of Lubbock TEXAS

PURCHASE ORDER

Date - 7/27/2023

Order Number 10026616 000 OP

Branch/Plant 5223

TO: KRAFTSMANS, LP DBA KRAFTSMAN
COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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 7/27/2023 Freight .

Requested 11/29/2023 Taken By D HEATH

Delivery PER M CHACON REQ 60569 BUYBOARD 679-22

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
32 Gallon Trash Receptacle	3.000	1,042.4600	EA	3,127.38	11/29/2023
Liner Included					
Classic Style 46" Square Table	2.000	2,584.6200	EA	5,169.24	11/29/2023
Portable Or Surface Mount					
Classic Style 46" x 57" Table	2.000	2,418.7700	EA	4,837.54	11/29/2023
Top Portable					
Surface Mount Clamp For	8.000	26.1700	EA	209.36	11/29/2023
Portable Tables					
Concrete Pad 5" Thick Concrete	841.000	15.5300	EA	13,060.73	11/29/2023
Pad For Gable Shelter					
Concrete Sidewalk (5')	305.000	15.5300	EA	4,736.65	11/29/2023
5" Thick Concrete Pad					
Preparation Of Site	1.000	5,000.0000	EA	5,000.00	11/29/2023
By Kraftsman					
Excavate And Stockpile Dirt	300.000	39.0000	EA	11,700.00	11/29/2023
On Site By Kraftsman					

City of Lubbock TEXAS

PURCHASE ORDER

Date - 7/27/2023

Order Number 10026616 000 OP

Branch/Plant 5223

TO:
KRAFTSMANS, LP DBA
KRAFTSMAN COMMERCIAL
PLAYGROUNDS & WATER
PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO:
CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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	7/27/2023	Freight	.
Requested	11/29/2023	Taken By	D HEATH
Delivery	PER M CHACON REQ 60569		BUYBOARD 679-22

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Provide Install And Compact	300.000	87.0000	EA	26,100.00	11/29/2023
In Place By Kraftsman					
Chain Link Temporary Fencing	1.000	15,000.0000	EA	15,000.00	11/29/2023
6' High By Kraftsman					
Obtain Necessary Building	1.000	3,667.0000	EA	3,667.00	11/29/2023
Permit For SplashPark					
Construction Documentation	1.000	13,334.0000	EA	13,334.00	11/29/2023
Name Customer As Additional	1.000	1,334.0000	EA	1,334.00	11/29/2023
Insured on General Liability					
Performance & Payment Surety	1.000	41,228.3000	EA	41,228.30	11/29/2023
Bond					
2" Water Line By Kraftsman	50.000	24.2500	EA	1,212.50	11/29/2023
SplashPark Electrical Control	1.000	29,762.0000	EA	29,762.00	11/29/2023
System By Kraftsman					
Drain Line for SplashParks And	50.000	121.7700	EA	6,088.50	11/29/2023
Other Park Areas By Kraftsman					
Contingency	1.000	72,452.0000	EA	72,452.00	11/29/2023

City of Lubbock TEXAS

PURCHASE ORDER

Date - 7/27/2023

Order Number 10026616 000 OP

Branch/Plant 5223

TO:
KRAFTSMANS, LP DBA
KRAFTSMAN COMMERCIAL
PLAYGROUNDS & WATER
PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO:
CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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 7/27/2023 Freight .

Requested 11/29/2023 Taken By D HEATH

Delivery PER M CHACON REQ 60569 BUYBOARD 679-22

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Shipping & Handling	1.000	17,056.0100	EA	17,056.01	11/29/2023
Discount	1.000	(156,832.7300)	EA	(156,832.73)	11/29/2023
Install	1.000	399,213.1600	EA	399,213.16	11/29/2023

Total Order

Terms NET DUE ON RECEIPT 1,477,876.00

This purchase order encumbers funds in the amount of $1,477,876.00 awarded to Kraftsman, LP dba Kraftsman Commercial Playgrounds & Water Parks of Spring, TX, on _____, 2023. The following is incorporated into and made part of this purchase order by reference: Quote dated July 25, 2023, from Kraftsman Commercial Playgrounds & Water Parks. of Spring, TX, and BuyBoard Contract 679-19.

Resolution #_____

CITY OF LUBBOCK:

_____
Tray Payne, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

City of Lubbock TEXAS

PURCHASE ORDER

Page - 8
Date - 7/27/2023
Order Number 10026616 000 OP
Branch/Plant 5223

TO:
KRAFTSMANS, LP DBA
KRAFTSMAN COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO:
CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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	7/27/2023	Freight	.
Requested	11/29/2023	Taken By	D HEATH
Delivery	PER M CHACON REQ 60569	BUYBOARD 679-22	

INSURANCE REQUIRED:

Commercial General Liability: $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). **Automotive Liability:** $1M occurrence is needed.	**Workers Compensation and Employer Liability:** 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. **Additional Policies:** **Commercial General Liability Heavy Equipment Endorsement:** Heavy equipment endorsement is required

*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.

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

Kraftsman

COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q78102
Date: 07/25/2023
Project: 28327
Created By: Jeff Goodman
Quote Name: Option 5 (No Fence)

BILL TO

Lubbock, City of
Kalee Robinson
Maxey Park
1314 Ave K, 3rd floor

SHIP TO

Lubbock, City of
Kalee Robinson
Maxey Park
4020 30th Street
Lubbock, TX 79410

Terms:
Percentage Completed Draws

QTY	Code	Description	Size	Weight	Color	Unit Price	Ext. Price
		Drawing KPS-28327-5, Dated 6/6/23					
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #679-22					
		Splash Features					
1	W144	Tidal Tank™. By: Water Odyssey.	100			$150,304.00	$150,304.00
1	CUSTOMTHEME	Custom Theme Painting of Water Odyssey Feature				$5,200.00	$5,200.00
1	W139	Water Maypole™. By: Water Odyssey.	40			$29,170.67	$29,170.67
1	W326-2	Mission Hill Shower by Water Odyssey	50			$12,658.67	$12,658.67
1	W326-3	Mission Hill Spill by Water Odyssey	40			$13,725.33	$13,725.33
1	W373	Super Loop #1 By: Water Odyssey.	50			$25,549.33	$25,549.33
1	W373-2	Super Loop #2 By: Water Odyssey.	25			$20,413.33	$20,413.33
1	W214	Turn A Round, by Water Odyssey	5			$15,341.33	$15,341.33
1	W010	Mushroom Maze™ (no Activator).36" Height By: Water Odyssey.	40			$6,093.33	$6,093.33
1	W093	Water Weave™. By: Water Odyssey.	14			$8,061.33	$8,061.33
1	W012C	Water Cage™, Water Conserving. By: Water Odyssey.	18		N/A	$13,149.33	$13,149.33
1	W058C-36	Water Fence™, Water Conserving, 36” Arc Section. By: Water Odyssey.	16		n/a	$7,330.67	$7,330.67
5	W280	Popp Dropp™ By: Water Odyssey.	15			$1,690.67	$8,453.35
5	W086	Directional Eyeball Jet, by Water Odyssey	25		N/A	$1,352.00	$6,760.00
2	W218	Bug Buggle water feature, by Water Odyssey	32			$3,397.33	$6,794.66
1	W036	Baby Long Legs™. By: Water Odyssey.	24			$2,056.00	$2,056.00
3	W043	Dandelion Dome™. By: Water Odyssey.	15			$2,232.00	$6,696.00
4	W057	Water Sprout™. By: Water Odyssey	4			$2,501.33	$10,005.32
3	W124	Pony Tail Spray by Water Odyssey - in ground	11		N/A	$1,768.00	$5,304.00
		546 Max GPM, 328 Operation GPM					
		Splashpark Kontroller, Activator and Manifold					
1	SPK-8-24	Custom SplashPark Kontroller with 8 hard-wired inputs and 24 outputs mounted in a NEMA4XX housing includes 5 years remote cellular access by Kraftsman				$25,000.00	$25,000.00
1	W009	Touch & Go™ Vibration Bollard, Wired, Hockey Puck Style with handprint by Water Odyssey				$5,717.33	$5,717.33

Initials _____

1	WMF-24P	Water distribution Manifold, Flanged 4" Stainless Steel Manifold with pressure gauge, drain valve, water hammer arrestor, (2) Full Flanged 4"S inlet connections; (24) discharge assemblies each w/(1) true union ball valve and (1) 24VAC glass filled plastic solenoid valve. NOTE: Water pressure to the manifold must not exceed 50 psi. The installer must ensure this requirement is met. By Water Odyssey				$63,502.52	$63,502.52
		Splash Deck and Drains					
2	SPLASHDRAIN	SplashPark Large capacity deck drain 24” square, 8” side outlet, with Fiberglass grate. By Kraftsman	350 GPM			$2,600.00	$5,200.00
4727	SPLASHDECK	Spray Play Pad, 5” thick concrete pad with slope to drains, rebar reinforced, light broom finished to help prevent the possibility of slippage (no coloring or top coat), By: Kraftsman	SF	3421		$17.00	$80,359.00
4727	KRAFTKOAT W/ DESIGN	KraftKoat Spray Play Deck coating, 1000 SF minimum, modified cementious top coating concrete overlay, Provides slip resistance, cool deck surface (when used with light colored sealers) & architectural appearance. Multi color design with choice of colors based on SW color numbers (Kraftsman to approve design, subject to price increase depending on intricacy of layout).	sf	3421	choose up to 4	$18.40	$86,976.80
		Filtration System & Mechanical Room					
1	AKWFS800	Aquakraft Water Filtration System with PIWF sign - 800 GPM				$124,586.00	$124,586.00
1	WRHT6	Water Reservoir Holding Tank, 6000 Gallon, Concrete with epoxy coated interior, with access lid and hatch; 1½” Automatic fill valve with wall penetration; overflow and all penetrations as required by project design, delivered by AquaKraft	6000 Gallon			$40,152.00	$40,152.00
1	UV-SPLASH-2	Medium Pressure UV system for secondary treatment of water in SplashParks. 6" flanged connections for flow rates 340-600 GPM. By Kraftsman				$31,000.00	$31,000.00
1	ENCLOSURE16X12X8	Louvered enclosure with lockable walk gate and metal roof to protect and cover filtration equipment, pumps, and feature controllers.	20'x20'			$50,000.00	$50,000.00
1	FOUND-CUST	Custom Concrete Foundation	20'x20'			$8,000.00	$8,000.00
		Shades					
4	HYU161610SG	16' Hypar Umbrella, 10' eave height with glide elbows, one 10.5' column mounted on base plates 6" below surfacing, by Superior Shade	16x16x10		TBD	$6,876.15	$27,504.60
4	PIERS36X072	Concrete piers for pavilion & canopy columns, with anchor bolts set if required, By: Kraftsman	36”x72”			$3,012.00	$12,048.00
1	ENG622	Engineer Sealed Drawings of Shade Canopy and Foundations by Superior Shade				$1,000.00	$1,000.00
1	KSHSAILS	Custom Sail Shades, 1 Hyperbolic sail approx. 25' x 25' with 10' and 16' connections with cables, clamps & quick tension / release mechanisms, 4 columns with lengths of 10.5 and 16.5 mounted on base plates 6" below surface, by Superior Shade 264692	25'x25'		TBD	$18,193.00	$18,193.00
4	PIERS36X060	Concrete piers pavilion & canopy columns, with anchor bolts set, and with steel rebar reinforcement, By: Kraftsman	36”x60”	7.06		$2,744.00	$10,976.00
1	ENG622	Engineer Sealed Drawings of Shade Canopy and Foundations by Superior Shade				$1,200.00	$1,200.00
28	SEATWALL	Concrete Seatwall, 18” H x 18” W, by Kraftsman	LF			$425.00	$11,900.00
		Site Furnishings					
2	B6WBCLASSIC	Classic 6 ft Bench with Contoured Back and Arms, Ribbed Steel, Cast Aluminum Frames, Portable or Surface Mount	6’			$2,019.23	$4,038.46
3	TR32CROWN	32 Gallon Trash Receptacle, Tapered with Flared Top Ribbed Steel, Crown Flattop with 16" Opening, liner included	32 Gal			$1,042.46	$3,127.38

Kraftsman

COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q78102
Date: 07/25/2023
Project: 28327
Created By: Jeff Goodman
Quote Name: Option 5 (No Fence)

2	T46CLASS	Classic Style 46" Square Table, 3/4" #9 Expanded Metal Top, Rolled Edges, 4 Attached Ribbed Steel Seats, 2" Legs, Portable	46”		$2,584.62	$5,169.24
2	T46CLASS -3ADA	Classic Style 46" x 57" Table Top, 3/4" #9 Expanded Metal Tops, Rolled Edges, 3 Attached Ribbed Steel Seats, 2" Legs, Portable	46" x 57"		$2,418.77	$4,837.54
8	CLAMP	Surface Mount Clamp for Portable Tables (set of 2) by Superior Site Amenities		n/a	$26.17	$209.36
		Construction, Sitework & Misc				
841	CONC5RB	Concrete Pad, 5” thick concrete pad with, rebar reinforced, broom finish, For the gable shelter			$15.53	$13,060.73
305	CONC5RB	Concrete sidewalk (5'), 5” thick concrete pad with, rebar reinforced, broom finish,			$15.53	$4,736.65
1	SITEPREP	Preparation of Site by Kraftsman			$5,000.00	$5,000.00
300	EXCAVATION	Excavate and stockpile dirt on site, for: SplashParks, Holding Tanks, Base material installation. By: Kraftsman	Per Yard		$39.00	$11,700.00
300	SELECTFILL	Provide, Install, and compact in place. For SplashParks, Plaza areas, and other park improvements By: Kraftsman	Per Yard		$87.00	$26,100.00
1	CLTEMPFENCE	Chain Link Temporary Fencing 6’ high. By: Kraftsman			$15,000.00	$15,000.00
		Bonds, Additional Insured, Training, Construction documents & Permits				
1	TRAIN 2	Two days of technical support personnel on site to assist testing of WQMS equipment, system start up, with balancing features, and 4 hours of operational staff training. By: Kraftsman			$0.00	$0.00
1	PERMIT 2	Obtain Necessary Building Permit for SplashPark and General Park Construction. BUILDING PERMIT FEE TO BE PAID BY CUSTOMER OR CHANGE ORDER TO KRAFTSMAN.			$3,667.00	$3,667.00
1	CONSTDOCS	Construction documentation, plans & submittals by Kraftsman			$13,334.00	$13,334.00
1	INSURANCE-AI	Name customer as additional insured on General Liability Policy and processing of coverage.			$1,334.00	$1,334.00
1	BOND1	Performance & Payment Surety Bond, and processing of the bond documentation.			$41,228.30	$41,228.30
		SplashPark Utilities				
50	WLINE2	2” Water Line, By: Kraftsman			$24.25	$1,212.50
1	SPLASHPARK CONTROLS	SplashPark Electrical Control System. By: Kraftsman			$29,762.00	$29,762.00
50	DRAINLINE8	Drain Line for SplashParks and other Park areas, 8”. By: Kraftsman	8”		$121.77	$6,088.50
		<u> ITEMS NOT INCLUDED **</u>** **<u>** AVAILABLE TO BE ADDED AT ADDITIONAL CHARGE UPON REQUEST **</u>** · TDLR ADA review · Utilities (See Utilities Note and Bid Drawings for electrical, water supply, back flow preventers, and sewer/drain requirements) · Mechanical room enclosure				
1	CONTINGENCY	Contingency amount for Project.			$72,452.00	$72,452.00

Initials _____

Kraftsman
COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q78102
Date: 07/25/2023
Project: 28327
Created By: Jeff Goodman
Quote Name: Option 5 (No Fence)

Item Subtotal:	$1,218,439.56
Shipping & Handling:	$17,056.01
Discount:	-$156,832.73
Equipment Subtotal:	$1,078,662.84
Tax:	$0.00
Install:	$399,213.16
Total:	**$1,477,876.00**

Special Terms and Conditions

Items not included:
These items are not included:
· Utility Connections - See Utilities Section below for specifics
· Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
· Temporary security fence during construction.
· Storm Water Pollution Controls for project site.
· Safety wash station for chemical use area in filtration equipment enclosure if required.
· Removal of existing equipment.

Buy Board:
Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

Sales Tax Exempt:
Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Insurance Terms:
Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

Credit Card terms:
If paying by American Express, there is a 6% processing fee charge. If paying by Visa or Master Card, there is a 4% processing fee charge.

Monthly Progress Billings
All work completed and materials stored as of the last day of the month shall be billed on or before the 25th of said month. Payments to be received by the 15th of the following month.

Shipping Charges
Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

Bonding Included:
Performance and Payment bonds are included in this quote and will be provided after a signed quote or contract is returned to Kraftsman. Maintenance Bonds are not included.

Building Permits:
· Building permits are included or provided.
· Engineer stamped plans are included.for canopies
· Submittals and reviews for State of Texas ADA compliance and inspections are included.

Initials _____

Delivery and Unloading:

If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.

Site Work:

· Site preparation, grading, and fill materials are not included. Site is to be within 1" of Sub-grade (approximately 8" below finish grade) by others.
· Proper/Positive drainage of the area is to be included prior to start of construction by Kraftsman.
· Preparation and submittal of SWPPP (Storm Water Pollution Prevention Plan) is not included.

Locating for Underground Utilities:

· Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked prior to installation. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
· Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
· Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

Installation:

Installation quoted includes: Installation of SplashPark feature foundations, setting features, water supply piping to features from manifold (manifold is to be located within 50' of SplashDeck), connections between activators and controller, drain lines to edge of pad, per standard Kraftsman construction techniques. Installation price does not include concrete pad or surfacing.

Start Up & System Training:

Service includes one day of technical support personnel on site to assist with balancing of features, system start up, and 4 hours of staff operations training.

Project Completion:

Allow 4 to 8 weeks for preparation of plans, drawings, and submittals after acceptance of proposal. Shipping date of equipment from factory will be approximately 6 to 10 weeks after approval of submittal documentation, provided that the following has been completed and approved by the customer:·
Project product submittals reviewed, approved and returned.
· Completed Color selection sheet (signed and dated)
· Physical project address
· All contact names and phone numbers
· Exemption certificate
· Deposit per contract
Allow adequate time for processing and procuring construction permits if required.
Allow approximately 10 to 16 weeks for project completion upon equipment delivery from manufacturer, issuance of building permits if required, weather permitting.

Utilities:

Customer is to plan, permit, and provide installation of utilities as follows (Kraftsman has not included costs for required improvements to utilities to support the SplashPark):

· Electrical service, panel, and connection of electrical service to filtration pump motor starters, chemical controller, and feature Dynamic Sequence Controller. Service is to be 240V, 3 Phase, 100 amp, for pumps and control systems, utility plugs and needed lighting if required. Kraftsman will complete all low voltage connections between control systems and valve manifolds.

· Electrical Bonding of all features, reinforcing steel, and filtration equipment per code requirements.

· City water meter with approved backflow preventer and water line connection to equipment area.

A 1.5” water line is to be provided (the minimum water supply to system is to be 75 GPM, with a minimum of 35 PSI). Kraftsman will supply automated water fill control system.

· Proper drain line to within 5’ of edge of filtration equipment area for backwash discharge from filters and overflow from holding tank. Minimum of 8” size is to be provided.

· Storm drain line to within 5’ of holding for overflow. Kraftsman will connect drain boxes from SplashDeck to holding tank.

Utility leads and required facility improvements are to be completed and ready for connection of new improvements prior to Kraftsman coming on site for construction of the SplashPark improvements.

Filtration Spec: High Rate Sand Filtration

Pumping, Filtration, and Water Treatment System, self-priming pump with integral large capacity clear top strainer; high rate sand filters with manual backwash valve, connected to Play Feature manifolds, pressure relief "dump" valve connected to holding tank. Chemtrol CH250 Chemical Controller with auto safety shutdown, Liquid Muriatic Acid pH treatment system and Liquid chlorine treatment system. Dynamic Sequencing Controller connected to feature valves, and motor starter.

Lead Times:

Lead Times are after approval of all Initial submittals/colors, and begin once the order is placed with the manufacturer.

Water Odyssey - the lead time for the embed portion to ship is 4 to 6 weeks and 8 to 12 weeks for the rest of features. Custom features are 18-20 weeks

Shade Canopies with engineer sealed drawings - the lead time for the shade canopy to ship is 8-10 weeks.

Site Amenities - lead time for items to ship is 16-18 weeks for Ultra Leisure items and standard items.

Shelters - the lead time for engineering/drafting is 8+ weeks, lead time for fabrication is 18-24+ weeks upon drawing approval.

Force Majeure:

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives.

Pier Sizes Quoted:

Pier sizes and prices quoted are subject to final engineering review and may change upon soils reports and engineering being completed. Any additional charges will be presented for approval prior to starting construction.

Care, Maintenance, and Warranties of Canopies:

Fabric Shade Canopies are designed to withstand normal wind loads and weather conditions, and will provide years of sun, heat, hail & UV protection with minimal maintenance. Warranties shall be void if damage to or failure to the shade structure is caused by contact with chemical, misuse, vandalism, fireworks or acts of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. All fabric tops are warranted for sustained winds up to 76 mph and for gusts of up to 3 seconds duration up to 90 mph with no snow or ice accumulation. Damage caused by flying debris is not covered. Fabric is not warranted where it is installed on a structure that is not engineered or built by the manufacturer.

Acts of Nature:

Fabric Shade Canopy warranties do not cover natural disasters, such as earthquakes, shifts in terrain or tornados. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued. Structures are warranted for winds up to 145 mph, only if the shade canopy fabric has been removed as per requirements by the manufacturer. Care must be taken during removal of canopies so as not to damage the fabric or connection points and hardware. Contact Kraftsman or the manufacturer of the canopy if there are questions in regards to proper removal and reinstallation processes and procedures.

Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Care, Maintenance, and Warranties:

Shelters are designed to withstand normal wind loads and weather conditions, and will provide years of sun, heat, hail & UV protection with minimal maintenance.Warranties shall be void if damage to or failure to the structure is caused by contact with chemical, misuse, vandalism, fireworks or acts of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. Shelters are engineered for 90 mph wind load and 20psf snow load. Any additional wind load or building code requirements must be engineered and quoted.

Shelter Specifications

Copy specs from last page of RCP quote and paste here (delete this sentence before quoting)

Kraftsman

COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q78102
Date: 07/25/2023
Project: 28327
Created By: Jeff Goodman
Quote Name: Option 5 (No Fence)

Initials _____

Kraftsman
COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q78102
Date: 07/25/2023
Project: 28327
Created By: Jeff Goodman
Quote Name: Option 5 (No Fence)

General Terms and Conditions

Bill To:
Lubbock, City of

Ship To:
Lubbock, City of

Terms:
Percentage Completed Draws

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warranties the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of $2 million in General Liability & Completed operations, $1 million in Automobile Liability, $1 million per occurrence/$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted _____ *Date* July 25, 2023
Jeff Goodman

Acceptance of Proposal:
The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature _____ *PO#:* _____

Printed Name & Title _____ *Date of Acceptance* _____

Authorized Signature _____

Printed Name & Title _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 7/27/2023
Order Number 10026617 000 OP
Branch/Plant 5223

TO: KRAFTSMAN, LP DBA KRAFTSMAN
COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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 7/27/2023 Freight .
Requested 11/29/2023 Taken By D HEATH
Delivery PER M CHACON REQ 60564 BUYBOARD 679-22

If you have any questions please reach out to Mariana Chacon at MChacon@mylubbock.us or by phone at 806-775-2664

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Massive Splash With Three	1.000	204,200.0000	EA	204,200.00	11/29/2023
Buckets By Water Odyssey					
ColorCast Crookett Water Play	1.000	14,237.3300	EA	14,237.33	11/29/2023
Feature By Water Odyssey					
ColorCast Twinkle Twist	1.000	19,221.3300	EA	19,221.33	11/29/2023
By Water Odyssey					
Solar Spinner By Water Odyssey	1.000	27,469.3300	EA	27,469.33	11/29/2023
Spin-A-Round By Water Odyssey	1.000	28,197.3300	EA	28,197.33	11/29/2023
Super Loop #1 By Water Odyssey	1.000	25,549.3300	EA	25,549.33	11/29/2023
ColorCast Filling Bucket	1.000	46,844.0000	EA	46,844.00	11/29/2023
By Water Odyssey					
Water Weave By Water Odyssey	1.000	8,061.3300	EA	8,061.33	11/29/2023
Cloud 9 By Water Odyssey	1.000	5,698.6700	EA	5,698.67	11/29/2023
Water Fence Water Conserving	2.000	6,501.3300	EA	13,002.66	11/29/2023
By Water Odyssey					
Simple Spray Water Conserving	2.000	1,824.0000	EA	3,648.00	11/29/2023
By Water Odyssey					
Jet Way Water Conserving	7.000	1,976.0000	EA	13,832.00	11/29/2023

City of Lubbock TEXAS

PURCHASE ORDER

Date - 7/27/2023

Order Number 10026617 000 OP

Branch/Plant 5223

TO:
KRAFTSMAN, LP DBA
KRAFTSMAN COMMERCIAL
PLAYGROUNDS & WATER
PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO:
CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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 7/27/2023 Freight .

Requested 11/29/2023 Taken By D HEATH

Delivery PER M CHACON REQ 60564 BUYBOARD 679-22

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
By Water Odyssey					
Popp Dropp By Water Odyssey	9.000	1,690.6700	EA	15,216.03	11/29/2023
Fun Forms Aqua Spout Jack	1.000	4,549.3300	EA	4,549.33	11/29/2023
Rabbit By Water Odyssey					
Mushroom Maze (No Activator)	1.000	6,093.3300	EA	6,093.33	11/29/2023
36" Height By Water Odyssey					
Mushroom Maze (No Activator)	1.000	7,092.0000	EA	7,092.00	11/29/2023
48" Height By Water Odyssey					
Pony Tail Spray By Water	1.000	1,768.0000	EA	1,768.00	11/29/2023
Odyssey					
Water Flower By Water Odyssey	2.000	2,296.0000	EA	4,592.00	11/29/2023
Anywayspray Water Conserving	2.000	2,133.3300	EA	4,266.66	11/29/2023
By Water Odyssey					
Daddy Long Legs Water	1.000	4,621.3300	EA	4,621.33	11/29/2023
Conserving By Water Odyssey					
Water Sprout By Water Odyssey	1.000	2,501.3300	EA	2,501.33	11/29/2023
Custom SplashPark Kontroller	1.000	25,000.0000	EA	25,000.00	11/29/2023

City of Lubbock TEXAS

PURCHASE ORDER

Date - 7/27/2023

Order Number 10026617 000 OP

Branch/Plant 5223

TO: KRAFTSMAN, LP DBA KRAFTSMAN
COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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 7/27/2023 Freight .

Requested 11/29/2023 Taken By D HEATH

Delivery PER M CHACON REQ 60564 BUYBOARD 679-22

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
By Kraftsman Touch & Go Vibration Bollard	2.000	5,717.3300	EA	11,434.66	11/29/2023
By Water Odyssey Water Distribution Manifold	1.000	63,502.5200	EA	63,502.52	11/29/2023
By Water Odyssey SplashPark Large Capacity	3.000	2,600.0000	EA	7,800.00	11/29/2023
Drain Deck By Kraftsman Concrete Seatwall	52.000	425.0000	EA	22,100.00	11/29/2023
By Kraftsman Spray Play Pad	4,813.000	17.0000	EA	81,821.00	11/29/2023
By Kraftsman KraftKoat Spray Play Deck	4,813.000	18.4000	EA	88,559.20	11/29/2023
Coating 1000 SF Minimum Aquakraft Water Filtration	1.000	124,586.0000	EA	124,586.00	11/29/2023
System With PIWF Sign 800 GPM Water Reservoir Holding Tank	1.000	40,152.0000	EA	40,152.00	11/29/2023

City of Lubbock TEXAS

PURCHASE ORDER

Date - 7/27/2023

Order Number 10026617 000 OP

Branch/Plant 5223

TO: KRAFTSMAN, LP DBA
KRAFTSMAN COMMERCIAL
PLAYGROUNDS & WATER PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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 7/27/2023 Freight .

Requested 11/29/2023 Taken By D HEATH

Delivery PER M CHACON REQ 60564 BUYBOARD 679-22

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
by AquaKraft					
Medium Pressure UV System	1.000	31,000.0000	EA	31,000.00	11/29/2023
By Kraftsman					
Custom Concrete Foundation	1.000	8,000.0000	EA	8,000.00	11/29/2023
For Mechanical Area					
Mechanical Room Enclosure	1.000	50,000.0000	EA	50,000.00	11/29/2023
With Lockable Walk Gate					
SplashPark Electrical Control	1.000	29,762.0000	EA	29,762.00	11/29/2023
System By Kraftsman					
2" Water Line By Kraftsman	50.000	24.2500	EA	1,212.50	11/29/2023
Drain Line For SplashParks And	50.000	121.7700	EA	6,088.50	11/29/2023
Other Park Areas By Kraftsman					
Playground With Shade By	1.000	158,904.4000	EA	158,904.40	11/29/2023
Superior Playground					
Inclusive Atom Spinner Merry	1.000	7,793.0000	EA	7,793.00	11/29/2023
Go Round By Superior Playgroun					
Polyspun Soil Separator	2.000	437.5000	EA	875.00	11/29/2023

City of Lubbock TEXAS

PURCHASE ORDER

Date - 7/27/2023

Order Number 10026617 000 OP

Branch/Plant 5223

TO: KRAFTSMAN, LP DBA
KRAFTSMAN COMMERCIAL
PLAYGROUNDS & WATER
PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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 7/27/2023 Freight .

Requested 11/29/2023 Taken By D HEATH

Delivery PER M CHACON REQ 60564 BUYBOARD 679-22

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
1800 SF					
Compacted Stabilized Base	3,201.000	8.2500	EA	26,408.25	11/29/2023
By Kraftsman					
Furnish And Install IPEMA	3,201.000	32.0700	EA	102,656.07	11/29/2023
Certified Bonded Rubber					
Square Cantilever Umbrella	5.000	8,434.4600	EA	42,172.30	11/29/2023
By Superior Shade					
Concrete Piers Pavilion	5.000	2,744.0000	EA	13,720.00	11/29/2023
Columns By Kraftsman					
Engineer Sealed Drawings	1.000	1,075.0000	EA	1,075.00	11/29/2023
By Superior Shade					
Square Umbrella Single Post	2.000	6,634.9200	EA	13,269.84	11/29/2023
By Superior Shade					
Concrete Piers Pavilion	2.000	2,744.0000	EA	5,488.00	11/29/2023
By Kraftsman					
Engineer Sealed Drawings	1.000	1,075.0000	EA	1,075.00	11/29/2023

City of Lubbock TEXAS

PURCHASE ORDER

Date - 7/27/2023

Order Number 10026617 000 OP

Branch/Plant 5223

TO: KRAFTSMAN, LP DBA KRAFTSMAN
COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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 7/27/2023 Freight .

Requested 11/29/2023 Taken By D HEATH

Delivery PER M CHACON REQ 60564 BUYBOARD 679-22

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
By Superior Shade					
Classic 6 Ft. Bench	6.000	2,019.2300	EA	12,115.38	11/29/2023
Portable Or Surface Mount					
Web Classic 46" Square Table	2.000	2,640.6200	EA	5,281.24	11/29/2023
With 3 Attached Seats					
Web Classic 46" Square Table	2.000	2,794.6200	EA	5,589.24	11/29/2023
With 4 Attached Seats					
32 Gallon Trash Receptacle	3.000	1,042.4600	EA	3,127.38	11/29/2023
Liner Included					
Preparation Of Site	1.000	10,000.0000	EA	10,000.00	11/29/2023
By Kraftsman					
Concrete Sidewalk And Bench	4,100.000	15.5300	EA	63,673.00	11/29/2023
Pad 5" Thick Concrete Pad					
Excavation Of Existing Soil	460.000	75.0000	EA	34,500.00	11/29/2023
And Haul-Off From Site					
Provide Install And Compact In	390.000	87.0000	EA	33,930.00	11/29/2023

City of Lubbock TEXAS

PURCHASE ORDER

Date - 7/27/2023

Order Number 10026617 000 OP

Branch/Plant 5223

TO: KRAFTSMAN, LP DBA KRAFTSMAN
COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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 7/27/2023 Freight .

Requested 11/29/2023 Taken By D HEATH

Delivery PER M CHACON REQ 60564 BUYBOARD 679-22

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Place By Kraftsman					
Chain Link Temporary Fencing	1,000.000	14.0000	EA	14,000.00	11/29/2023
6" High By Kraftsman					
Obtain Necessary Building	1.000	3,667.0000	EA	3,667.00	11/29/2023
Permit For SplashPark					
Construction Documentation	1.000	13,334.0000	EA	13,334.00	11/29/2023
Performance & Safety Surety	1.000	61,096.4800	EA	61,096.48	11/29/2023
Bond					
Contingency	1.000	72,453.0000	EA	72,453.00	11/29/2023
Shipping & Handling	1.000	45,222.1100	EA	45,222.11	11/29/2023
Discount	1.000	(226,808.5600)	EA	(226,808.56)	11/29/2023
Install	1.000	556,443.6700	EA	556,443.67	11/29/2023

Total Order

Terms NET DUE ON RECEIPT 2,132,740.50

This purchase order encumbers funds in the amount of $2,132,740.50 awarded to Kraftsman, LP Kraftsman Commercial Playgrounds & Water Parks of Spring, TX, on _____, 2023. The following is incorporated into and made part of this purchase order by reference: Quote dated July 25, 2025, from Kraftsman Commercial Playgrounds & Water Parks of Spring, TX,, and BuyBoard Contract 679-22.

Resolution #_____

CITY OF LUBBOCK: ATTEST:

_____ _____

Tray Payne, Mayor Courtney Paz, City Secretary

City of Lubbock TEXAS

PURCHASE ORDER

Date - 7/27/2023

Order Number 10026617 000 OP

Branch/Plant 5223

TO: KRAFTSMAN, LP DBA KRAFTSMAN
COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 HAUDE RD
SPRING TX 77388

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
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	7/27/2023	Freight	.
Requested	11/29/2023	Taken By	D HEATH
Delivery	PER M CHACON REQ 60564	BUYBOARD 679-22	

INSURANCE REQUIRED:

Commercial General Liability: $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). **Automotive Liability:** $1M occurrence is needed.	**Workers Compensation and Employer Liability:** 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. **Additional Policies:** **Commercial General Liability Heavy Equipment Endorsement:** Heavy equipment endorsement is required

*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.

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

Kraftsman

COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q78101
Date: 07/25/2023
Project: 28328
Created By: Jeff Goodman
Quote Name: Option 6 (No Fence)

BILL TO

Lubbock, City of
Kalee Robinson
Rodgers Park
1314 Ave K, 3rd floor

SHIP TO

Lubbock, City of
Kalee Robinson
Rodgers Park
3200 Bates St.
Lubbock, TX 79415

Terms:
Percentage Completed Draws

QTY	Code	Description	Size	Weight	Color	Unit Price	Ext. Price
		Drawing KPS-28328-6, Dated 7/25/23					
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #512-16					
		Spray Features					
1	MS14-2A2B	Massive Splash™ with Three Buckets, linear arrangement, by Water Odyssey	75			$204,200.00	$204,200.00
1	C029	ColorCast™ Crookett, water play feature, by Water Odyssey	18			$14,237.33	$14,237.33
1	C004	ColorCast™ Twinkle Twist by Water Odyssey	8			$19,221.33	$19,221.33
1	W391	Solar Spinner by Water Odyssey	15			$27,469.33	$27,469.33
1	W366	Spin-A-Round™ by Water Odyssey	3-5			$28,197.33	$28,197.33
1	W373	Super Loop #1 By: Water Odyssey.	25-50			$25,549.33	$25,549.33
1	C002	ColorCast™ Fling Bucket by Water Odyssey	10-20			$46,844.00	$46,844.00
1	W093	Water Weave™. By: Water Odyssey.	14			$8,061.33	$8,061.33
1	W016	Cloud 9™. By: Water Odyssey.	6			$5,698.67	$5,698.67
2	W058C-5	Water Fence™, Water Conserving, 5'0" Section. By: Water Odyssey.	30		n/a	$6,501.33	$13,002.66
2	W125C	Simple Spray™, water conserving. By: Water Odyssey	3		brass	$1,824.00	$3,648.00
7	W011C	Jet Way™, water conserving. By: Water Odyssey.`	9			$1,976.00	$13,832.00
9	W280	Popp Dropp™ By: Water Odyssey.	3			$1,690.67	$15,216.03
1	FF3053	Fun Forms™ Aqua Spout, Jimmy Jack Rabbit, by Water Odyssey	10			$4,549.33	$4,549.33
1	W010	Mushroom Maze™ (no Activator).36" Height By: Water Odyssey.	30-40			$6,093.33	$6,093.33
1	W010-48	Mushroom Maze™ (no Activator), 48" height, By: Water Odyssey.				$7,092.00	$7,092.00
1	W124	Pony Tail Spray by Water Odyssey - in ground	11		N/A	$1,768.00	$1,768.00
2	W071	Water Flower™. By: Water Odyssey.	10			$2,296.00	$4,592.00
2	W100C	Anywayspray™, Water Conserving. By: Water Odyssey.	2			$2,133.33	$4,266.66
1	W004C	Daddy Long Legs™, Water Conserving. By: Water Odyssey.	7			$4,621.33	$4,621.33
1	W057	Water Sprout™. By: Water Odyssey	4			$2,501.33	$2,501.33
		Total GPM 430, Operating GPM 238	`				
		SplashPark Kontroller, Activator, and Distribution Manifold					
1	SPK-8-24	Custom SplashPark Kontroller with 8 hard-wired inputs and 24 outputs mounted in a NEMA4XX housing includes 5 years remote cellular access by Kraftsman				$25,000.00	$25,000.00
2	W009	Touch & Go™ Vibration Bollard, Wired, Hockey Puck Style with handprint by Water Odyssey				$5,717.33	$11,434.66

Initials _____

Kraftsman

COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q78101
Date: 07/25/2023
Project: 28328
Created By: Jeff Goodman
Quote Name: Option 6 (No Fence)

1	WMF-24P	Water distribution Manifold, Flanged 4" Stainless Steel Manifold with pressure gauge, drain valve, water hammer arrestor, (2) Full Flanged 4"S inlet connections; (24) discharge assemblies each w/(1) true union ball valve and (1) 24VAC glass filled plastic solenoid valve. NOTE: Water pressure to the manifold must not exceed 50 psi. The installer must ensure this requirement is met. By Water Odyssey				$63,502.52	$63,502.52
		Splash Deck, Drains, and Seat Wall					
3	SPLASHDRAIN	SplashPark Large capacity deck drain 24” square, 8” side outlet, with Fiberglass grate. By Kraftsman	350 GPM			$2,600.00	$7,800.00
52	SEATWALL	Concrete Seatwall, 18” H x 18” W, by Kraftsman	LF			$425.00	$22,100.00
4813	SPLASHDECK	Spray Play Pad, 5” thick concrete pad with slope to drains, rebar reinforced, light broom finished to help prevent the possibility of slippage (no coloring or top coat), By: Kraftsman	4813 Sq Ft			$17.00	$81,821.00
4813	KRAFTKOAT W/ DESIGN	KraftKoat Spray Play Deck coating, 1000 SF minimum, modified cementious top coating concrete overlay, Provides slip resistance, cool deck surface (when used with light colored sealers) & architectural appearance. Multi color design with choice of colors based on SW color numbers (Kraftsman to approve design, subject to price increase depending on intricacy of layout).	4813 Sq Ft		choose up to 4	$18.40	$88,559.20
		Filtration System					
1	AKWFS800	Aquakraft Water Filtration System with PIWF sign - 800 GPM				$124,586.00	$124,586.00
1	WRHT6	Water Reservoir Holding Tank, 6000 Gallon, Concrete with epoxy coated interior, with access lid and hatch; 1½” Automatic fill valve with wall penetration; overflow and all penetrations as required by project design, delivered by AquaKraft	6000 Gallon			$40,152.00	$40,152.00
1	UV-SPLASH-2	Medium Pressure UV system for secondary treatment of water in SplashParks. 6" flanged connections for flow rates 340-600 GPM. By Kraftsman				$31,000.00	$31,000.00
1	FOUND-CUST	Custom Concrete Foundation for Mechanical area				$8,000.00	$8,000.00
1	ENCLOSURE16X12X8	Mechanical Room enclosure with lockable walk gate and metal roof to protect and cover filtration equipment, pumps, and feature controllers.				$50,000.00	$50,000.00
		Splash Pad Utilities					
1	SPLASHPARK CONTROLS	SplashPark Electrical Control System. By: Kraftsman				$29,762.00	$29,762.00
50	WLINE2	2” Water Line, By: Kraftsman				$24.25	$1,212.50
50	DRAINLINE8	Drain Line for SplashParks and other Park areas, 8”. By: Kraftsman	8”			$121.77	$6,088.50
		Playground					
1	KP5-28328-3	Playground 5-12 age ground with Shade By Superior Playground 253089 & 256411				$158,904.40	$158,904.40
1	TFR0659XX	Inclusive Atom Spinner Merry Go Round by Superior Playgrounds				$7,793.00	$7,793.00
		Playground Safety Surface					
2	FABRIC	Polyspun Soil Separator, 1800 SF.	6’x300’	40		$437.50	$875.00
3201	BASE-4	Compacted Stabilized base, installed at a 4” depth. By: Kraftsman	3201 sq ft			$8.25	$26,408.25
3201	BONDED RUBBER	Furnish and Install IPEMA Certified Bonded Rubber Safety Surfacing, minimum 3094 sq.ft., 3.75” depth for 8’ critical fall height, Tric color with aromatic binder, includes security during drying time. 23-37214	3201 sq ft			$32.07	$102,656.07
		Shades For Perimeter					

Initials _____

Kraftsman

COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q78101
Date: 07/25/2023
Project: 28328
Created By: Jeff Goodman
Quote Name: Option 6 (No Fence)

5	CU161610SG	Square Cantilever Umbrella, 16'x16', 10' Eave Height with Glide Elbows, one 10.5' column mounted on base plates 6" below surfacing, by Superior Shade	16x16x10		$8,434.46	$42,172.30
5	PIERS36X060	Concrete piers pavilion & canopy columns, with anchor bolts set, and with steel rebar reinforcement, By: Kraftsman	36”x60”	7.06	$2,744.00	$13,720.00
1	ENG622	Engineer Sealed Drawings of Shade Canopy and Foundations by Superior Shade			$1,075.00	$1,075.00
		Shades on Splash Pad				
2	SU161610SG	Square Umbrella 16'x16', single post, 10' Eave Height, with glide elbows, mounted on base plates below surfacing, by Superior Shade.	16x16		$6,634.92	$13,269.84
2	PIERS36X060	Concrete piers pavilion & canopy columns, with anchor bolts set, and with steel rebar reinforcement, By: Kraftsman	36”x60”	7.06	$2,744.00	$5,488.00
1	ENG622	Engineer Sealed Drawings of Shade Canopy and Foundations by Superior Shade			$1,075.00	$1,075.00
		Benches & Tables				
6	B6WBCLASSIC	Classic 6 ft Bench with Contoured Back and Arms, Ribbed Steel, Cast Aluminum Frames, Portable or Surface Mount	6’		$2,019.23	$12,115.38
2	T46WEBCLASSPSM	Web Classic 46" Square Table with 4 attached seats, Portable/Surface Mount	46”		$2,794.62	$5,589.24
2	T46WEBCLASS-3SMADA	Web Classic 46" Table with extended table and 3 attached seats, Surface Mount	46" x 57"		$2,640.62	$5,281.24
		Litter Receptacles				
3	TR32CROWN	32 Gallon Trash Receptacle, Tapered with Flared Top Ribbed Steel, Crown Flattop with 16" Opening, liner included (mount directly to concrete)	32 Gal		$1,042.46	$3,127.38
		Site Work / Site Prep				
1	SITEPREP	Preparation of Site by Kraftsman Includes: Erosion Control			$10,000.00	$10,000.00
4100	CONC5RB	Concrete sidewalk(6') and bench pad, 5” thick concrete pad with, rebar reinforced, broom finish	4090 sq ft		$15.53	$63,673.00
460	EXCHAUL	Excavation of Existing Soil, and Haul-off from site. Per Cubic Yard	cubic yard		$75.00	$34,500.00
390	SELECTFILL	Provide, Install, and compact in place. For SplashParks, Plaza areas, and other park improvements By: Kraftsman	Per Yard		$87.00	$33,930.00
1000	CLTEMPFENCE	Chain Link Temporary Fencing 6’ high. By: Kraftsman	Per Foot		$14.00	$14,000.00
		Bonds, Additional Insured, Training, Construction Documentation, Permits				
1	TRAIN 2	Two days of technical support personnel on site to assist testing of WQMS equipment, system start up, with balancing features, and 4 hours of operational staff training. By: Kraftsman				$0.00
1	PERMIT 2	Obtain Necessary Building Permit for SplashPark and General Park Construction. BUILDING PERMIT FEE TO BE PAID BY CUSTOMER OR CHANGE ORDER TO KRAFTSMAN.			$3,667.00	$3,667.00
1	CONSTDOCS	Construction documentation, plans & submittals by Kraftsman			$13,334.00	$13,334.00
1	BOND1	Performance & Payment Surety Bond, and processing of the bond documentation.			$61,096.48	$61,096.48

**** ITEMS NOT INCLUDED ****
**** AVAILABLE TO BE ADDED AT ADDITIONAL CHARGE UPON REQUEST ****

Initials _____

		· TDLR ADA review · Utilities (See Utilities Note and Bid Drawings for electrical, water supply, back flow preventers, and sewer/drain requirements) · Mechanical room enclosure		
1	CONTINGENCY	Contingency amount for Project.	$72,453.00	$72,453.00

Item Subtotal:	$1,757,883.28
Shipping & Handling:	$45,222.11
Discount:	-$226,808.56
Equipment Subtotal:	$1,576,296.83
Tax:	$0.00
Install:	$556,443.67
Total:	**$2,132,740.50**

Special Terms and Conditions

Buy Board:
Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

Sales Tax
Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Insurance Terms:
Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

Monthly Progress Billings
All work completed and materials stored as of the last day of the month shall be billed on or before the 25th of said month. Payments to be received by the 15th of the following month.

Shipping Charges
Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

Bonding Included:
Performance and Payment bonds are included in this quote and will be provided after a signed quote or contract is returned to Kraftsman. Maintenance Bonds are not included.

Building Permits:
· Building permits are included or provided.
· Engineer stamped plans are included.
· Submittals and reviews for State of Texas ADA compliance and inspections are not included.

Delivery and Unloading:
If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.

Initials _____

Site Work:

· Site preparation, erosion control, grading, and fill materials are included.
· Proper/Positive drainage of the area is to be included prior to start of construction by Kraftsman.
· Preparation and submittal of SWPPP (Storm Water Pollution Prevention Plan) is not included.

Locating for Underground Utilities:

· Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked prior to installation. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
· Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
· Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

Start Up & System Training:

Service includes two day of technical support personnel on site to assist with balancing of features, system start up, and 4 hours of staff operations training.

Project Completion:

Allow 4 to 8 weeks for preparation of plans, drawings, and submittals after acceptance of proposal. Shipping date of equipment from factory will be approximately 6 to 10 weeks after approval of submittal documentation, provided that the following has been completed and approved by the customer:·
Project product submittals reviewed, approved and returned.
· Completed Color selection sheet (signed and dated)
· Physical project address
· All contact names and phone numbers
· Exemption certificate
· Deposit per contract
Allow adequate time for processing and procuring construction permits if required.
Allow approximately 10 to 16 weeks for project completion upon equipment delivery from manufacturer, issuance of building permits if required, weather permitting.

Pier Sizes Quoted:

Pier sizes and prices quoted are subject to final engineering review and may change upon soils reports and engineering being completed. Any additional charges will be presented for approval prior to starting construction.

Care, Maintenance, and Warranties of Canopies:

Fabric Shade Canopies are designed to withstand normal wind loads and weather conditions, and will provide years of sun, heat, hail & UV protection with minimal maintenance. Warranties shall be void if damage to or failure to the shade structure is caused by contact with chemical, misuse, vandalism, fireworks or acts of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. All fabric tops are warranted for sustained winds up to 76 mph and for gusts of up to 3 seconds duration up to 90 mph with no snow or ice accumulation. Damage caused by flying debris is not covered. Fabric is not warranted where it is installed on a structure that is not engineered or built by the manufacturer.

Acts of Nature:

Fabric Shade Canopy warranties do not cover natural disasters, such as earthquakes, shifts in terrain or tornados. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued. Structures are warranted for winds up to 145 mph, only if the shade canopy fabric has been removed as per requirements by the manufacturer. Care must be taken during removal of canopies so as not to damage the fabric or connection points and hardware. Contact Kraftsman or the manufacturer of the canopy if there are questions in regards to proper removal and reinstallation processes and procedures.

Installation:

Canopies

Installation quoted includes: Haul off of soil and concrete spoils from project site; or distribution and leveling of any excess soils from excavation, if there is an area approved by customer for filling low areas on the facility. Assembly of all frame work, installation of fabric and cable system, and all equipment necessary for installation.

Playground

Installation quoted includes: Receiving and unloading of equipment, excavation of required footings, assembly of structure, concrete for footings, and all equipment necessary for installation.

Splashpark

Installation quoted includes: Installation of SplashPark feature foundations, setting features, water supply piping to features from manifold (manifold is to be located within 50’ of SplashDeck), connections between activators and controller, drain lines to edge of pad, per standard Kraftsman construction techniques. Installation price does not include concrete pad or surfacing.

Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Lead Times:

Lead Times are after approval of all Initial submittals/colors, and begin once the order is placed with the manufacturer.

Superior Playground - lead time for items to ship is 5-10 business days for Quick Ship playgrounds, 8-9 weeks for steel playgrounds,

Superior Site Amenities - lead time for items to ship is 5-7 weeks for standard items

Shade Canopies - lead time for the shade canopy to ship is 10-12 weeks once all drawings are approved.

Water Odyssey - the lead time for the embed portion to ship is 4 to 6 weeks and 10 to 12 weeks for the rest of features. Custom features are 18-20 weeks

Utilities:

For filtration systems with a flow rate of 401-800 GPM

Customer is to plan, permit, and provide installation and connection of utilities as follows (Kraftsman has not included costs for required improvements to utilities to support the SplashPark):

· Electrical service, panel, and connection of electrical service to filtration pump motor starters, chemical controller, and feature Dynamic Sequence Controller. Service is to be 230V, 3 Phase, 120 amp, for pumps and control systems, utility plugs and needed lighting if required. Kraftsman will complete all low voltage connections between control systems and valve manifolds.

· Electrical Bonding of all features, reinforcing steel, and filtration equipment per code requirements.

· City water meter with approved backflow preventer and water line connection to equipment area.

A 1.5” water line is to be provided (the minimum water supply to system is to be 75 GPM, with a minimum of 35 PSI). Kraftsman will supply automated water fill control system.

· Proper drain line to within 5’ of edge of filtration equipment area for backwash discharge from filters and overflow from holding tank. Minimum flow capacity of 536 GPM.

Utility leads and required facility improvements are to be completed and ready for connection of new improvements prior to Kraftsman coming on site for construction of the SplashPark improvements.

Filtration Spec: High Rate Sand Filtration

Pumping, Filtration, and Water Treatment System, self-priming pump with integral large capacity clear top strainer; high rate sand filters with manual backwash valve, connected to Play Feature manifolds, pressure relief "dump" valve connected to holding tank. Prominent DCM3-CLORP True PPM Controller package, Liquid Muriatic Acid pH treatment system and Liquid chlorine treatment system.

Kraftsman
COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q78101
Date: 07/25/2023
Project: 28328
Created By: Jeff Goodman
Quote Name: Option 6 (No Fence)

General Terms and Conditions

Bill To:
Lubbock, City of

Ship To:
Lubbock, City of

Terms:
Percentage Completed Draws

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warranties the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of $2 million in General Liability & Completed operations, $1 million in Automobile Liability, $1 million per occurrence/$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted _____ *Date* July 25, 2023
Jeff Goodman

Acceptance of Proposal:
The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature _____ *PO#:* _____

Printed Name & Title _____ *Date of Acceptance* _____

Authorized Signature _____

Printed Name & Title _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!

City of Lubbock, TX
Capital Project
Project Cost Detail
August 8, 2023

Capital Project Number:	92779
Capital Project Name:	Aquatic Facilities - ARPA

Encumbered/Expended	**Budget**
Matthew's Backhoe Demo - Mae Simmons Courts	$ 28,519
Agenda Item August 8, 2023	
Kraftsman Commerical Playgrounds & Water Parks	
Mae Simmons Park	2,089,384
Maxey Park	1,477,876
Rodgers Park	2,132,741
Encumbered/Expended To Date	5,728,520
Estimated Costs for Remaining Appropriation	
Demo/Site Work	531,381
Restrooms	450,000
Landscaping/Utilities	315,000
Contingency	297,413
Remaining Appropriation	1,593,794
Total Appropriation	$ 7,322,314

AI# 11777
Regular City Council Meeting
08/08/2023:

7. 2.

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2023-O0089, Amendment 27, amending the FY 2022-23 Budget for municipal purposes respecting the Streets Capital Projects Fund; providing for filing; and providing for a savings clause.

Item Summary

On July 25, 2023, the City Council approved the first reading of the ordinance.

I. Establish Capital Improvement Project 92828, Quaker Avenue, from 146th Street to Woodrow Road, and appropriate funding in the amount of $1,109,697. Funding will be from the fund balance of the General Fund.

This amendment is to establish a Capital Improvements Project for the construction of a portion of Quaker Avenue from 146th Street to Woodrow Road.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 27

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2022-23 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE STREETS CAPITAL PROJECTS 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 #27) for municipal purposes, as follows:

I. Establish Capital Improvement Project 92828, Quaker Ave. from 146th Street to Woodrow Road, and appropriate funding in the amount of $1,109,697. Funding will be from the General Fund fund balance.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on_____.

Passed by the City Council on second reading on_____.

_____
TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocsII/BudgetFY22-23.Amend27.ord
July 13, 2023

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2023-O0090, Amendment 28, amending the FY 2022-23 Budget for municipal purposes respecting the Operating Budget for Lubbock Economic Development Alliance, Market Lubbock, Inc., Visit Lubbock, and Lubbock Sports Authority; providing for filing; and providing for a savings clause.

Item Summary

On July 25, 2023, the City Council approved the first reading of the ordinance.

I. Amend the FY 2022-23 Lubbock Economic Development Alliance, Inc. Operating Budget as shown in Exhibit A.

II. Amend the FY 2022-23 MLI - Visit Lubbock and Sports Authority Operating Budget as shown in Exhibit B.

Budget Amendment 28 includes a revision to the operating budgets for Lubbock Economic Development Alliance, Inc. (LEDA) and Market Lubbock, Inc. (MLI) - Visit Lubbock and Lubbock Sports Authority. This essential procedure is conducted each year to ensure the effective allocation of resources and to support the growth and development of the City. Individual reasoning for operating budget revisions are included in both Exhibit A and Exhibit B.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 28
Exhibit A
Exhibit B

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2022-23 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE OPERATING BUDGET FOR LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE AND MARKET LUBBOCK INC. (MLI) – VISIT LUBBOCK AND SPORTS AUTHORITY; 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 #28) for municipal purposes, as follows:

I. Amend the FY 2022-23 Lubbock Economic Development Alliance, Inc. Operating Budget as shown in Exhibit A.

II. Amend the FY 2022-23 MLI – Visit Lubbock and Sports Authority Operating Budget as shows in Exhibit B.

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:

_____
Courtney Paz
City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

_____
Amy Sims
Deputy City Attorney

ccdocsII/BudgetFY22.23.Amend28.ord
July 17, 2023

Lubbock Economic Development Alliance, Inc.
Proposed Revised Budget
Fiscal Year 2022-23

.	Approved Budget FY 22-23	Proposed Revised Budget FY 22-23	
REVENUES			
Sales Tax Funding	$ 8,188,793	$ 8,188,793	
Investment Income	30,000	30,000	
Grant from Market Lubbock, Inc.	1,000,000	1,000,000	
Grant from Dept. of Commerce EDA	1,200,000	1,200,000	
Lease Income	42,000	42,000	
Lubbock Business Park TIF Reimbursement	600,000	954,274	1
Taxable Bond Proceeds		16,775,000	2
Non-Taxable Bond Proceeds		13,315,000	2
Other Income	154,500	154,500	
Total Revenue Sources	11,215,293	41,659,567	
Utilization of Non-Cash Assets - Land	107,479	3,191,177	3
Utilization of Net Assets	8,606,107	-	4
TOTAL REVENUES	$ 19,928,879	$ 44,850,744	
EXPENSES			
PERSONNEL			
Compensation	1,380,400	1,380,400	
Employee Benefits	339,400	339,400	
PERSONNEL SUBTOTAL	1,719,800	1,719,800	
ADMINISTRATIVE			
Bank Charges	300	300	
Pre-employment	3,000	3,000	
Repairs & Maintenance	7,500	7,500	
Repairs & Maintenance - Business Parks	199,800	229,800	5
Professional Services	184,800	458,400	6
Meeting Expense	17,500	17,500	
Insurance	46,300	46,300	
Miscellaneous	12,000	12,000	
Professional Memberships/Dues/Subscriptions/Licenses	149,800	149,800	
Travel/Training	99,100	99,100	
ADMINISTRATIVE SUBTOTAL	720,100	1,023,700	
OFFICE			
Office Supplies	20,000	20,000	
Office Equipment Rental	9,000	9,000	
Office Rent	119,800	119,800	
Telephone	26,000	26,000	
Postage	3,000	3,000	
OFFICE SUBTOTAL	177,800	177,800	
MARKETING AND SALES			
Promotions/Advertising	683,000	683,000	
Meeting Expense	36,000	36,000	
Travel	108,900	108,900	
MARKETING AND SALES SUBTOTAL	827,900	827,900	
BUSINESS INCENTIVES/SPECIAL PROJECTS			
Special Projects	1,008,500	1,008,500	
Non-Cash Incentives - Land	107,479	3,191,177	7
Direct Business Incentives	1,160,000	1,160,000	
BUSINESS INCENTIVES/SPECIAL PROJECTS SUBTO	2,275,979	5,359,677	
CAPITAL COSTS			
Furniture, Fixtures & Equipment	25,300	25,300	
Miscellaneous Land Purchases	500,000	14,510,000	8
Lubbock Business Park & Railport	13,682,000	13,682,000	
Debt Service	0	2,227,453	9
CAPITAL COSTS SUBTOTAL	14,207,300	30,444,753	
TOTAL EXPENSES	$ 19,928,879	$ 39,553,630	

Lubbock Economic Development Alliance, Inc.
Schedule of Explanation for Selected Accounts
Proposed Revised Budget
Fiscal Year 2022-23

		Approved 2021-22	Proposed 2022-23	Difference	Explanation
REVENUES					
1	Lubbock Business Park TIF Reimbursement	600,000	954,274	354,274	Reimbursement from LBP TIF for Lubbock Business Park median irrigation and landscaping infrastructure improvements based on actual contracts and construction schedule.
2	Bond Proceeds				
	Taxable	0	16,775,000	16,775,000	Taxable Bonds issued in February 2023
	Non-Taxable	0	13,315,000	13,315,000	NonTaxable Bonds issued in February 2023
3	Utilization of Non-Cash Assets - Land	107,479	3,191,177	3,083,698	Anticipated grant of approx 700 acres to Project 176. Exact offset of change in expense line item #7 below.
4	Utilization of Net Assets	8,606,107	0	(8,606,107)	Able to eliminate the use of net assets with the receipt of bond funds.
EXPENSES					
5	Repairs & Maintenance - Business Parks	199,800	229,800	30,000	Increase of land inventory requires additional budget for repairs and maintenance.
6	Professional Services	184,800	458,400	273,600	Cost of issuance of bonds
7	Non-Cash Incentives - Land	107,479	3,191,177	3,083,698	Anticipated grant of approx 700 acres to Project 176. Exact offset of change in revenue line item #3 above.
8	Miscellaneous Land Purchases	500,000	14,510,000	14,010,000	Purchase of 383 acres west of I-27 (Reimer) and potential expansion of Lubbock Business Park
9	Debt Service	0	2,227,453	2,227,453	Debt Service related to the bond issuance.
12	Lubbock Business Park & Railport	13,682,000	13,682,000	0	Infrastructure projects associated with winning the Leprino Foods and W.L. Plastics projects. Infrastructure projects include the construction of an effluent water line, the reconstruction of E. 19th Street and construction of utilities and roadway in Lubbock Railport.

Visit Lubbock
(Convention and Visitors Bureau and Lubbock Sports)
Proposed Revised Budget
Fiscal Year 2022-23

	Approved Budget 2022-23	Approved CVB 2022-23	Approved Sports 2022-23	Proposed Revised Budget 2022-23		Proposed Revised CVB 2022-23	Proposed Revised Sports 2022-23
REVENUES							
Hotel/Motel Tax Revenue	4,902,779	3,697,485	1,205,294	4,902,779		3,697,485	1,205,294
HOT True-Up - CVB/LSA				1,343,774	1	1,013,422	330,352
Investment Income	34,100	25,570	8,530	34,100		25,570	8,530
Sale of Promotional Items	1,500	1,500		1,500		1,500	
Advertising Income	-			-			
Events Trust Fund Reimbursement	235,000		235,000	235,000			235,000
Event Revenue	54,000		54,000	54,000			54,000
Rent Income	6,000	4,500	1,500	6,000		4,500	1,500
Total Revenue Sources	5,233,378	3,729,054	1,504,324	6,577,153		4,742,477	1,834,676
Utilization of Net Assets	337,822	253,366	84,456	-	2	-	-
Grant from CVB	-	(519,295)	519,295	-		(1,001,602)	1,001,602
TOTAL REVENUES	$ 5,571,200	$ 3,463,125	$ 2,108,075	$ 6,577,153		$ 3,740,875	$ 2,836,278
EXPENSES							
PERSONNEL							
Compensation	$ 1,187,600	906,800	280,800	1,187,600		906,800	280,800
Employee Benefits	$ 278,400	228,000	50,400	278,400		228,000	50,400
PERSONNEL SUBTOTAL	1,466,000	1,134,800	331,200	1,466,000		1,134,800	331,200
ADMINISTRATIVE							
Bank Charges	1,000	750	250	1,000		750	250
Automobile	8,000	6,000	2,000	8,000		6,000	2,000
Pre-Employment	1,000	750	250	1,000		750	250
Member Dues/Subscriptions	69,500	52,125	17,375	74,500	3	55,875	18,625
Miscellaneous Expense	5,000	3,750	1,250	5,000		3,750	1,250
Professional Services	222,000	166,500	55,500	222,000		166,500	55,500
Staff Development	10,000	7,500	2,500	10,000		7,500	2,500
Insurance/Workers Comp.	12,600	9,450	3,150	12,600		9,450	3,150
Repairs and Maintenance	3,000	2,250	750	3,000		2,250	750
Capital Asset Purchase	37,000	27,750	9,250	37,000		27,750	9,250
Business Meetings	2,500	1,875	625	2,500		1,875	625
ADMINISTRATIVE SUBTOTAL	371,600	278,700	92,900	376,600		282,450	94,150
OFFICE							
Postage and Shipping	5,000	3,750	1,250	5,000		3,750	1,250
Rent	107,600	80,700	26,900	107,600		80,700	26,900
Storage Fees	3,000	2,250	750	3,000		2,250	750
Supplies	25,000	18,750	6,250	25,000		18,750	6,250
Telephone	26,000	19,500	6,500	26,000		19,500	6,500
OFFICE SUBTOTAL	166,600	124,950	41,650	166,600		124,950	41,650
MARKETING/SALES							
Industry Conventions	104,500	78,375	26,125	114,500	4	85,875	28,625
Incentives	115,000	115,000	-	115,000		115,000	-
Convention and Sports Sales	825,000	382,500	442,500	1,095,000	5	472,500	622,500
Servicing Items	65,000	48,750	16,250	90,000	6	67,500	22,500
Site Tours	182,500	172,500	10,000	207,500	7	197,500	10,000
Marketing	1,399,900	1,049,950	349,950	1,576,900	8	1,182,700	394,200
Public Relations	92,600	77,600	15,000	92,600		77,600	15,000
Sports Servicing	782,500	-	782,500	852,500	9	-	852,500
MARKETING/SALES SUBTOTAL	3,567,000	1,924,675	1,642,325	4,144,000		2,198,675	1,945,325
TOURISM CAPITAL IMPROVEMENTS							
Tourism Capital Projects				423,953	10		423,953
TOURISM CAP IMPR SUBTOTAL				423,953		-	423,953
TOTAL OPERATING EXPENSE	$ 5,571,200	$ 3,463,125	$ 2,108,074	$ 6,577,153		$ 3,740,875	$ 2,836,278
	$ (0)	**$ 0**	**$ 0**	**$ -**		**$ -**	**$ (0)**

Visit Lubbock
Schedule of Explanation for Selected Accounts
Proposed Revised Budget
Fiscal Year 2022-23

		Approved 2022-23	Proposed Revised 2022-23	Difference	Explanation
REVENUES					
1	HOT True-Up - CVB/LSA	-	1,343,774	1,343,774	FY 2021-2022 Hotel Occupancy True-Up rec'd in Nov. 2022
2	Utilization of Net Assets	337,822	-	(337,822)	Able to eliminate use of net assets with true-up received.
EXPENSES					
3	Member Dues/Subscriptions	69,500	74,500	5,000	Slight increase for new licensing fees.
4	Industry Conventions	104,500	114,500	10,000	Additional training and networking for staff.
5	Convention and Sports Sales	825,000	1,095,000	270,000	Additional trade shows and sponsorship opportunities for existing shows and more international coop options
6	Servicing Items	65,000	90,000	25,000	Updating inventory to offer more traditional souvenir-type items
7	Site Tours	182,500	207,500	25,000	Funding to assist with possible UK FAM coming to Lubbock in the spring.
8	Marketing	1,399,900	1,576,900	177,000	The popularity of the Visitor Guide indicates that there may be a need for a significant reprint. Also, additional opportunities to target meeting planners have developed.
9	Sports Servicing	782,500	852,500	70,000	Funds for bid fees for 3 more events and servicing for TBT basketball to be held this summer.
10	Tourism Capital Projects	-	423,953	423,953	Future enhancing and upgrading of existing sports facilities or fields as related to TX Statute 351.101(a)(7) and funding the establishment of a visitor information center adjacent to or near the Downtown Park as related to TX Statute 351.101(a)(1)

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 29, amending the FY 2022-23 Budget for municipal purposes respecting the Grant Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Accept and appropriate $775,413.62 from the Health and Human Services Commission for the Substance Abuse Innovative Healing Centered Projects Grant.

This budget ordinance will permit appropriation for a grant received through the Federal Demonstration Partnership Cost Reimbursement Sub-award Agreement UTAUS-SUB00001039 with the University of Texas at Austin, under the Health and Human Services Commission's Substance Abuse Innovative Healing Centered Projects Grant Program.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 29

ORDINANCE NO. _____

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

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

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

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 #29) for municipal purposes, as follows:

I. Accept and appropriate $775,413.62 from the Health and Human Services Commission for the Substance Abuse Innovative Healing Centered Projects Grant.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocsII/BudgetFY22-23.Amend29.ord
July 19, 2023

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 30, 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

I. Amend the FY 2022-23 Comprehensive Energy Assistance Grant Budget in the Community Development Fund by increasing the appropriation by $402,457, from $1,997,006 to $2,399,463. Additional funding will come from the Texas Department of Housing and Community Affairs.

This ordinance will appropriate additional funding for the Comprehensive Energy Assistance Grant within the Community Development Fund. This is a pass through grant from the Texas Department of Housing and Community Affairs, to provide energy assistance by paying for energy bills as well as the repair and replacement of existing heating and cooling units for citizens of Lubbock County.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 30

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 #30) 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 $402,457, from $1,997,006 to $2,399,463. 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:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocsII/BudgetFY22-23.Amend30.ord
July 19, 2023

Information

Agenda Item

Resolution - Business Development: Consider a resolution 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 Section 5, Block A, Clerk File Number 2007001225, Lubbock County, owned by Market Lubbock, Inc.

Item Summary

This Purchase and Sale Agreement is for a 0.5859 acre tract of land located adjacent to Lubbock Power and Light's Northeast Substation, generally located at East Ursuline Street and North Guava Avenue. This parcel is currently owned by Market Lubbock, Inc. and is needed for LP&L's expansion of the substation.

This expansion will increase service capacity to better accommodate businesses that are locating or expanding in the area. Once the City purchases the property, it will be internally designated for LP&L's use. The project is scheduled to begin in the fall of 2023, following execution of this Purchase and Sale Agreement.

The Purchase Price for the property is $10.00.

Fiscal Impact

The purchase price for the property is $10.00, to be paid for by the City of Lubbock.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution
Agreement
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, an Agreement of Sale and Purchase regarding certain real property located in Section 5, Block A, Lubbock County, Texas, by and between the City of Lubbock and Market Lubbock Economic Development 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Contract-Market Lubbock Agreement of Sale and Purchase

AGREEMENT OF SALE AND PURCHASE

THIS AGREEMENT is made and entered into on the date set forth on the signature page hereof, by and between MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION., a Texas non-profit corporation, whose mailing address is 1500 Broadway, Suite 600, Lubbock, Texas 79401 ("Seller"), and THE CITY OF LUBBOCK, TEXAS, a Texas home-rule municipal corporation, whose mailing address is P O Box 2000, Lubbock, Texas 79457 ("Buyer").

1. Agreement to Sell. Upon and in consideration of the terms, conditions, covenants, representations, and warranties hereinafter set forth, Seller agrees to sell and Buyer agrees to buy the land described below, together with any improvements thereon and all rights, privileges and appurtenances pertaining thereto, situated in Lubbock County, Texas, and more particularly described as follows:

METES AND BOUNDS DESCRIPTION of a 0.5859 acre tract located in Section 5, Block A, Lubbock County, Texas, being a portion of that property previously described in County Clerk File Number (CCFN) 2007001225, Official Public Records of Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 5/8" iron rod with cap marked "HUGO REED & ASSOC." (N=7,288,667.89,' 963,299.60', NAD83 TXNC), found in the North line of said Section 5, at the Northwest corner of Tract 1, North-East Industrial Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1865, Page 424, Deed Records of Lubbock County, Texas (DRLCT), for the Northeast corner of this tract;

THENCE S. 01° 15' 16" W., along the West line of said Tract 1, a distance of 451.32 feet to a 5/8" iron rod found at the Southwest corner of said Tract 1 and the Southeast corner of this tract;

THENCE S. 66° 25' 19" W., along the North line of that tract described in CCFN 2021034659, OPRLCT, a distance of 60.60 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southwest corner of this tract;

THENCE N. 01° 15' 16" E., 55.00 feet West of and parallel to the West line of said Tract 1, a distance of 476.67 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set in the North line of said Section 5, for the Northwest corner of this tract;

THENCE S. 88° 51' 32" E., along the North line of said Section 5, a distance of 55.00 feet to the Point of Beginning,

hereinafter called the "Property."

2. Consideration. Purchaser agrees to pay to Seller at Closing the fair market value of the Property being the sum of TEN AND NO/100 DOLLARS ($ 10.00) (the "Purchase Price").

3. Title. Buyer, at its sole cost and expense, may obtain a commitment of Title Insurance (the "Commitment") issued by Service Title Co., Lubbock, Texas (the "Title Company"), which commitment shall obligate the Title Company to issue a title insurance policy naming Buyer as the insured and insuring the land and improvements for the amount of the Purchase Price. The cost of such title policy shall be at Buyer's sole cost and expense. Buyer will have thirty days from receipt of the Commitment to either accept same or advise Seller of any objections to title. If Buyer fails to notify Seller of any objections to title within said thirty day period, Buyer shall be deemed to have accepted all title matters, requirements and objections set forth in such commitment and survey except that the requirements in Schedule C of the Commitment are not waived. If objections are timely raised, Seller shall have the right (but not the obligation) to attempt to cure said objections. If Seller fails or is unable to cure said objections prior to the date set forth herein for closing, this Agreement may be terminated at Buyer's election, or Buyer, at Buyer's option, may elect either to waive the issuance of a policy of Title Insurance or to accept a Title Insurance policy subject to such outstanding title matters, requirements or objections and to proceed to closing.

4. Survey. Buyer, at its sole cost and expense, may have the Property surveyed.

5. Inspection. Buyer will have a period until Closing (as that term is defined below) to inspect the Property at its sole cost and expense including, without limitation, a Phase I environmental survey. Seller shall allow Buyer, its agents, employees, and representatives reasonable access to the Property in order to conduct such inspections. If Buyer determines, in Buyer's sole discretion, that such inspection is not acceptable to Buyer, Buyer may terminate this Agreement by delivering written notice to Seller on or before Closing, in which case this Agreement shall terminate.

6. Closing. The Closing of the transaction contemplated by this Agreement (the "Closing") shall occur at the offices of the Title Company at 10:00 o'clock a.m. on June 23, 2023, unless some other time and place of closing is mutually agreed upon by the parties. At the Closing, Seller shall deliver to Buyer a special warranty deed conveying the Property to Buyer in substantially the form set forth on Exhibit A, attached hereto and made a part hereof for all purposes, and any transfer documents required by the Title Company. At the Closing, Buyer shall deliver to Seller the Purchase Price. Possession of the Property shall be delivered to Buyer at Closing. Unless otherwise set forth in this Agreement, all closing costs shall be borne by Buyer.

7. Taxes. Seller shall be responsible for and pay all ad valorem taxes assessed against the Property for 2022 and all other years prior to Closing. Taxes for 2023 shall be prorated between the parties as of the date of Closing. Buyer and Seller each as a governmental unit may be exempt from payment of its share of ad valorem taxes. Nothing herein shall be construed to waive such exemption.

8. Representations and Authority of the Parties. Each party to this Agreement represents that such party is fully authorized and empowered to execute this Agreement and to close the transaction contemplated hereby pursuant to the terms and provisions hereof. Furthermore, Seller makes the following representations:

a. There is no tenant or other party in possession of the Property;

b. Seller has good and indefeasible title to the Property subject to all instruments of record except liens and conveyances.

All of these representations and warranties shall survive the Closing.

9. Notices. All notices, requests, demands, and other communications required or permitted by this Agreement shall be in writing and shall be deemed to have been delivered if delivered in person to the party entitled thereto, against receipt, or if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party entitled thereto at the address shown below. In the case of mailing, the time of receipt shall be deemed to be three days after depositing in the mail addressed to the addresses set forth on page one of this agreement.

10. Default. If all the conditions precedent to the Closing of the transaction contemplated herein are met in accordance with this Agreement, except that Seller refuses to go forward to the Closing or otherwise fails or refuses to consummate the sale, Buyer shall have the right to enforce specific performance or shall have the right to pursue any other legal or equitable remedies available to it. If all the conditions precedent to the Closing of the transaction contemplated hereby are met in accordance with this Agreement except that Buyer refuses to go forward to the Closing or otherwise fails or refuses to consummate the sale, Seller may enforce specific performance or pursue any other legal or equitable remedy available to them.

11. Risk of Loss. Seller assumes all risks of destruction, loss, or damage due to fire, hail, crop failure, or other casualty up to the Closing Date.

12. Law Governing. This Agreement shall be construed in accordance with the laws of the State of Texas.

13. Successors and Assigns. This Agreement shall inure to the benefit of the parties hereto and to their respective heirs, personal representatives, successors, and assigns.

14. Survival of Representations. All representations, covenants, and warranties contained herein shall survive the Closing of the transaction contemplated hereby.

15. Entirety. This Agreement contains the entire agreement of the parties with respect to the matters covered hereby and supersedes all prior and contemporaneous agreements by the parties. It may be amended or modified only in writing executed by both parties.

16. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable.

17. Nonwaiver. The failure of either party to insist upon the strict performance of any

term or condition of this Agreement shall not be deemed a waiver of any right or remedy that that party may have, and shall not be deemed a waiver of any subsequent breach of any such term or condition.

18. Attorney's Fees. If any action at law or in equity is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party, which fees may be set by the court at the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement is executed and effective as of the 28th day of April, 2023.

SELLER: MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION

By: _____
John Osborne, CEO and President

BUYER: CITY OF LUBBOCK, TEXAS

By: _____
Tray Payne, Mayor

EXHIBIT A
Form of Warranty Deed

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.

SPECIAL WARRANTY DEED

Date: _____, 2023

Grantor: MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION

Grantor's Mailing Address (including county):

1500 Broadway, Suite 600
Lubbock, Lubbock County, Texas 79401

Grantee: CITY OF LUBBOCK, TEXAS

Grantee's Mailing Address (including county):

P.O. Box 2000
Lubbock, Lubbock County, Texas 79457

Consideration:

Ten and No/100 Dollars ($10.00) and other good and valuable consideration to the undersigned paid by the Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

METES AND BOUNDS DESCRIPTION of a 0.5859 acre tract located in Section 5, Block A, Lubbock County, Texas, being a portion of that property previously described in County Clerk File Number (CCFN) 2007001225, Official Public Records of Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 5/8" iron rod with cap marked "HUGO REED & ASSOC." (N=7,288,667.89,' 963,299.60', NAD83 TXNC), found in the North line of said Section 5, at the Northwest corner of Tract 1, North-East Industrial Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1865, Page 424, Deed Records of Lubbock County, Texas (DRLCT), for the Northeast corner of this tract;

THENCE S. 01° 15' 16" W., along the West line of said Tract 1, a distance of 451.32 feet to a 5/8" iron rod found at the Southwest corner of said Tract 1 and the Southeast corner of this tract;

THENCE S. 66° 25' 19" W., along the North line of that tract described in CCFN 2021034659, OPRLCT, a distance of 60.60 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southwest corner of this tract;

THENCE N. 01° 15' 16" E., 55.00 feet West of and parallel to the West line of said Tract 1, a distance of 476.67 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set in the North line of said Section 5, for the Northwest corner of this tract;

THENCE S. 88° 51' 32" E., along the North line of said Section 5, a distance of 55.00 feet to the Point of Beginning,

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary, any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; taxes for 2023, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION

By: _____

John Osborne, CEO and President

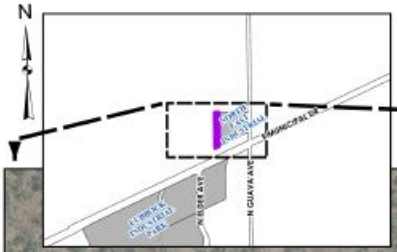
STATE OF TEXAS §
§
COUNTY OF _____ §

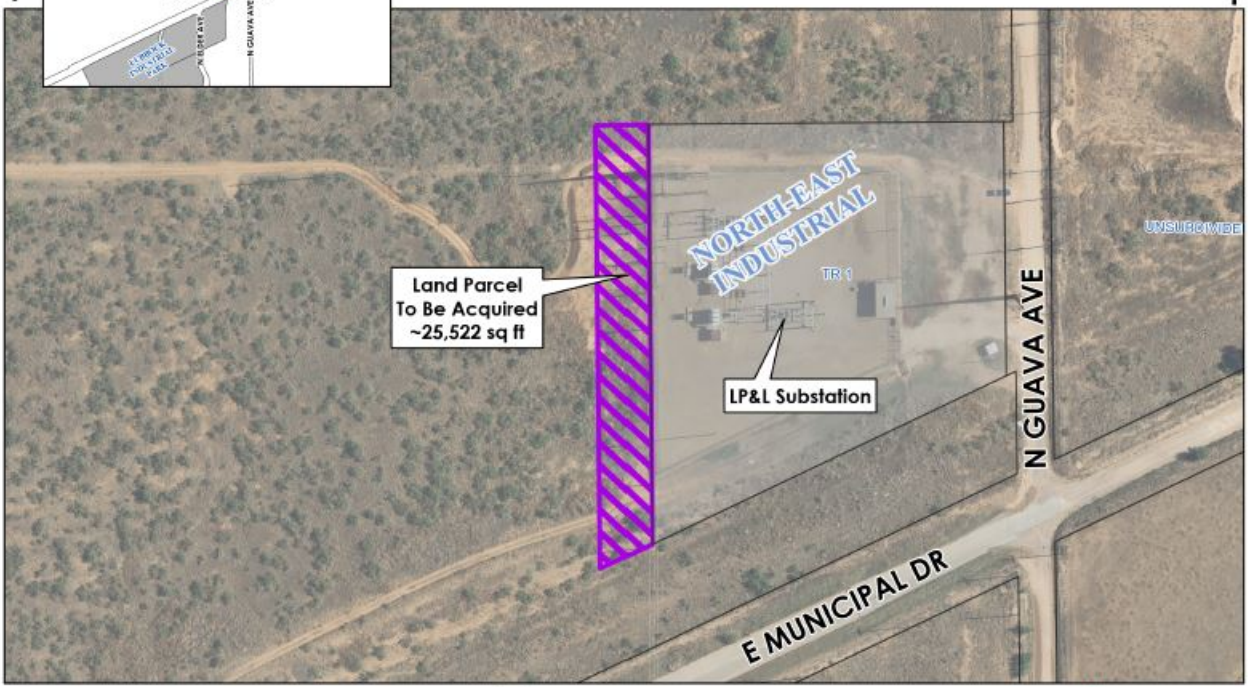
This instrument was acknowledged before me on the _____ day of _____, 2023, by John Osborne, CEO and President of Market Lubbock Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
City of Lubbock, Texas
1314 Avenue K, 10th Floor
Lubbock, Texas 79401

Proposed Acquisition of a 0.5859 Acre Parcel of Land Located West of Tract 1, North-East Industrial Addition





0 100 200 300 400 500 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 2022

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing portions of alley right-of-way abutting Lots 8 and 9, Terra Estates Addition to the City of Lubbock, Lubbock County, Texas.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close a portion of an alley located adjacent to the north property line of lots 8 and 9 east of Oakridge Avenue, between 18th and 19th Streets in the Terra Estates Addition to the City of Lubbock. A new easement will be granted with the re-plat as necessary for any utilities which will remain in place.

The closure fee due to the City of Lubbock is $22,800, for the alley closure. These closures will allow Carpet Tech to provide access driveways to 18th Street.

Staff is recommending denial of this request for the following reasons:

- The request only closes a portion of the alley.
- The request encourages commercial traffic onto a residential street (C-4 to adjacent R-1).
- The applicant has not submitted revised building plans that include the access drives being requested.

Fiscal Impact

$22,800 in revenue to the General Fund

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Attachments

Ordinance - Lots 8 & 9, Terra Estates Addition
Exhibit A - GIS Map

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF ALLEY RIGHT-OF-WAY ABUTTING LOTS 8 AND 9, TERRA ESTATES ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

SECTION 4. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2023.

Passed by the City Council on second reading this ____day of _____, 2023.

_____
TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

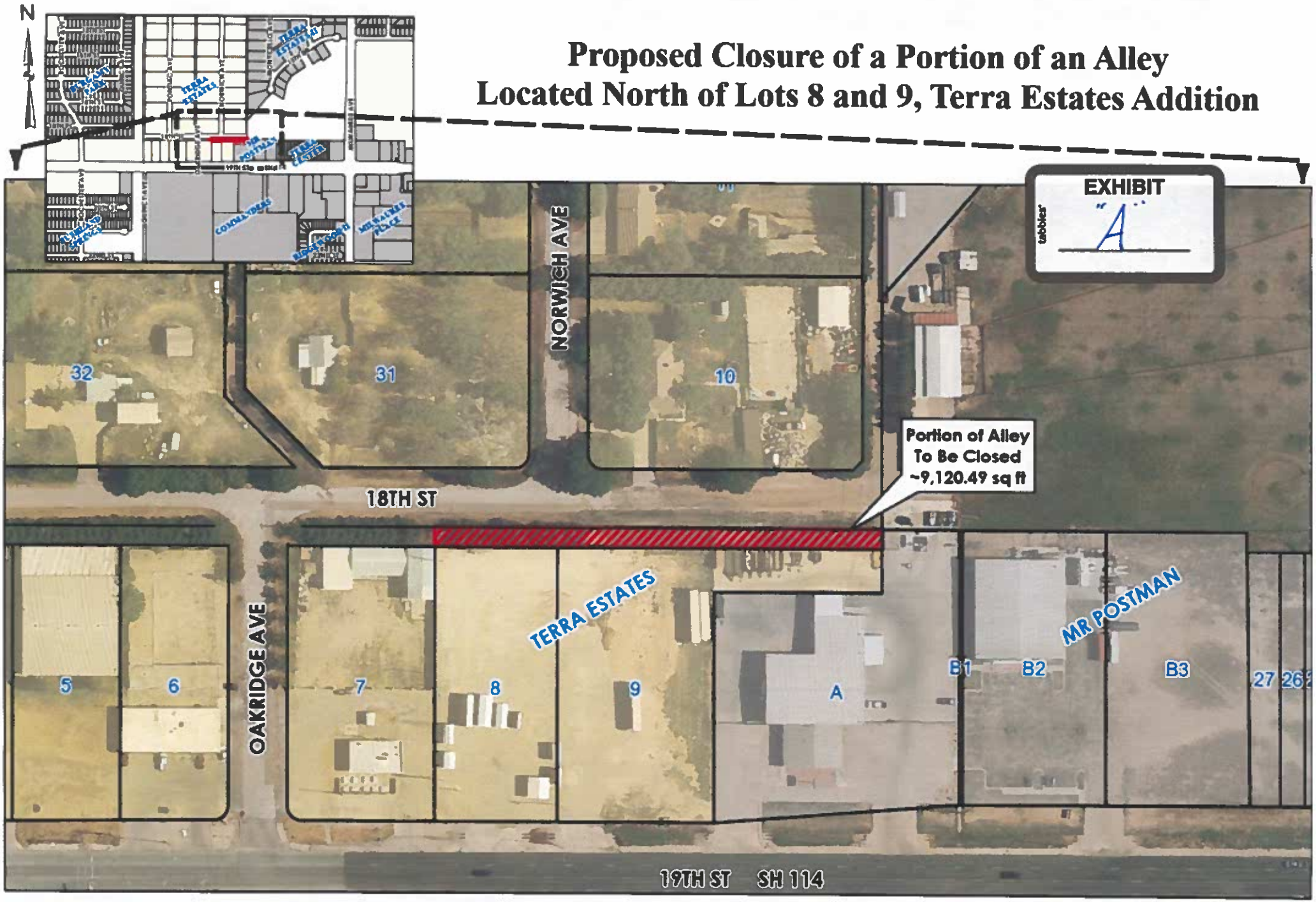
Michael Keenum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

Ord.Alley Right-of-Way, Lots 8 & 9 Terra Estates
6.27.23

Proposed Closure of a Portion of an Alley Located North of Lots 8 and 9, Terra Estates Addition



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

City of Lubbock TEXAS

Digital Orthophotography - May 2021

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock, a Street Use License Agreement by and between the City of Lubbock and Triple J Concepts, LLC.

Item Summary

Triple J Concepts, LLC, owners, on behalf of Triple J Chophouse & Brew are requesting a Street Use License for an outdoor dining area with tables on 500 sq. ft. in the right-of-way on the east side of Buddy Holly Avenue, south of 18th Street.

The term of the license is for 20 years, payable every 5 years in advance, and each successive 5-year term not to exceed 20 years, unless either party gives written notice of termination to the other party. The license fee for each 5-year period is $500, paid in advance, pursuant to current City policy.

Fiscal Impact

$500 of revenue to the General Fund

Staff/Board Recommending

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

Attachments

Triple J Resolution.063023
Triple J Street Use License.063023
Triple J Exhibit A 072123
Triple J GIS Map 072123

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 Street Use License Agreement by and between the City of Lubbock and Triple J Concepts, LLC, 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Street Use License Agreement-Triple J Concepts, LLC
6.30.23

STREET USE LICENSE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This License made this 7th day of July, 2023, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, and **TRIPLE J CONCEPTS, LLC**, hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions, and provisions herein, the **CITY OF LUBBOCK** does hereby grant to the LICENSEE, the right, privilege and License to use a portion of a dedicated street for an outdoor dining area with tables, and being further described as follows:

BEGINNING at a point in the east right-of-way line of said Buddy Holly Avenue, in the west line of Block 231 of said Original Town of Lubbock, and in the west face of an existing building for the northeast corner of this tract, said beginning point having coordinates of NORTHING: 7,273,494.30 and EASTING: 950,147.64, Texas Coordinate System, North Central Zone 4202, North American Datum of 1983, whence an existing building corner at the northwest corner of said Block 203 bears North 01 degrees 41 minutes 45 seconds East a distance of 77.13 feet, from said northwest corner of Block 231, an "X" cut on concrete found at the southwest corner of Block 215 of the Original Town of Lubbock bears North 01 degrees 41 minutes 45 seconds East a distance of 75.00 feet and an "X" cut on concrete found at the northwest corner of Block 228 of the Original Town of Lubbock bears North 88 degrees 19 minutes 49 seconds West a distance of 1084.65 feet;

(1) THENCE South 01 degrees 41 minutes 45 seconds West, along the east right-of-way line of said Buddy Holly Avenue, the west line of said Block 231 and the west face of said existing building, a distance of 52.32 feet to a point for the southeast corner of this tract, whence an existing building corner bears South 01 degrees 41 minutes 45 seconds West a distance of 0.3 feet and an "X" cut on concrete set in the west line of said Block 231 and the north right-of-way line of 19th Street as described in a right-of-way dedication recorded in Volume 439, Page 66 of the Deed Records of Lubbock County, Texas bears South 01 degrees 41 minutes 45 seconds West a distance of 180.84 feet;

(2) THENCE North 88 degrees 18 minutes 15 seconds West a distance of 9.56 feet to a point for the southwest corner of this tract;

(3) THENCE North 01 degrees 41 minutes 45 seconds East a distance of 52.32 feet to a point for the northwest corner of this tract;

(4) THENCE South 88 degrees 18 minutes 15 seconds East a distance of 9.56 feet to the POINT OF BEGINNING.

Said portion of a dedicated street being further described in the attached Exhibit "A".

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **PO Box 53237, Lubbock, Texas 79453,** or the last known address of LICENSEE.

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

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of FIVE HUNDRED AND 00/100 ($500.00) cash in advance either contemporaneously with, or prior to, the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

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

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

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

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

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

General Liability Insurance. Owner shall maintain general liability insurance with a combined single limit of a minimum of $100,000 per occurrence and such insurance shall include the following:

- Bodily Injury and Property Damage
- Broad Form Contractual Liability

Owner shall provide a Certificate of Insurance to the City of Lubbock as evidence of the required insurance coverage. The Certificate will provide 30 days notice of cancellation. Such Certificate of Insurance shall name the City of Lubbock as an additional insured and must include wording which states that the policy shall be primary with respect to any insurance carried by City of Lubbock and be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

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

8. LICENSEE, by the acceptance of the uses permitted herein, understands and agrees that no interest, title or rights of possession are intended or implied except those expressly

set forth herein, and LICENSEE waives any and all claims in and to the public way it is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation of this license. No interest for real property is conveyed or granted by this License.

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

AGREED TO AND ACCEPTED this 7th day of July, 2023.

CITY OF LUBBOCK:

_____
TRAY PAYNE, MAYOR

TRIPLE J CONCEPTS, LLC:

By: _____

Printed Name: Joseph Keller

Title: owner/operator

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Amy Sims, Deputy Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Tray Payne,** Mayor of the City of Lubbock, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF Lubbock §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Joseph Kellogg known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as an act and deed of said **Triple J Concepts, LLC**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of July, 2023.

LESLIE H. AULD
Notary Public, State of Texas
Comm. Expires 07-01-2027
Notary ID 130281201

Leslie Auld
Notary Public in and for the State of Texas
My Commission Expires: 07.01.2027

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
Six Desta Drive
Suite 5900
Midland TX 79705

CONTACT NAME: Kari Coleman
PHONE (A/C, No, Ext): 806 507 3982 **FAX (A/C, No):** 432-570-3450
E-MAIL ADDRESS: Kari_Coleman@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United Fire Lloyds	43559
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED TRIPJCO-01
Triple J Concepts LLC DBA: Triple J Chop House;
JB Que LLC
1807 Buddy Holly Blvd
Lubbock TX 79401

COVERAGES **CERTIFICATE NUMBER:** 320429083 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			85310125	8/25/2022	8/25/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Lubbock
1314 Avenue K
Lubbock TX 79401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

EXHIBIT "A"

SURVEYOR'S REPORT:

BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON THE TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD'83 (2012).

DISTANCES REPORTED HEREON ARE AT SURFACE.
AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE AT SURFACE DISTANCES.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

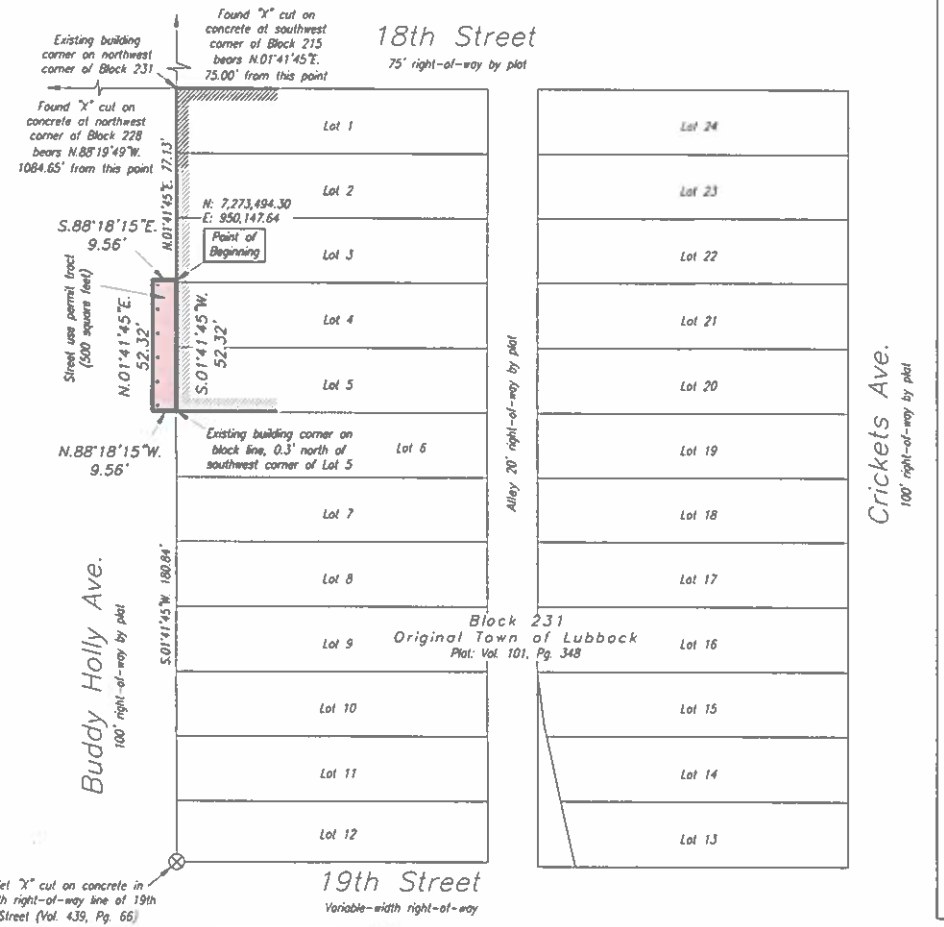
THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.

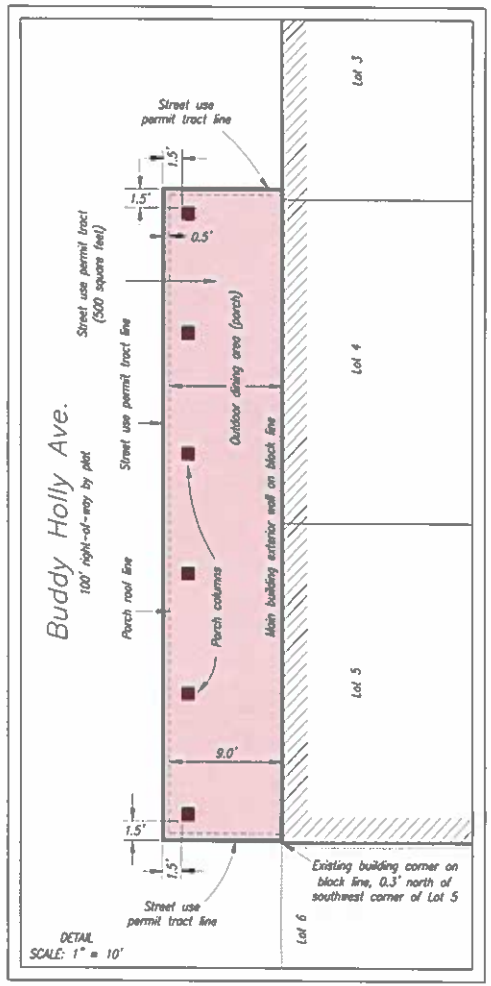
NORTH

0 50' 100' 150' 200' 250'

STREET USE PERMIT TRACT IN BUDDY HOLLY AVENUE, CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

RIGHT-OF-WAY DEDICATED WITH PLAT OF THE ORIGINAL TOWN OF LUBBOCK: VOLUME 101, PAGE 348, DEED RECORDS OF LUBBOCK COUNTY, TEXAS





LEGAL DESCRIPTION:

A 500-SQUARE FOOT STREET USE PERMIT TRACT IN BUDDY HOLLY AVENUE, AS DEDICATED WITH THE PLAT OF THE ORIGINAL TOWN OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 101, PAGE 348 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, SAID STREET USE PERMIT TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST RIGHT-OF-WAY LINE OF SAID BUDDY HOLLY AVENUE, IN THE WEST LINE OF BLOCK 231 OF SAID ORIGINAL TOWN OF LUBBOCK, AND IN THE WEST FACE OF AN EXISTING BUILDING FOR THE NORTHEAST CORNER OF THIS TRACT, SAID BEGINNING POINT HAVING COORDINATES OF NORTHING: 7,273,494.30 AND EASTING: 950,147.64, TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983, WHENCE AN EXISTING BUILDING CORNER AT THE NORTHWEST CORNER OF SAID BLOCK 203 BEARS NORTH 01 DEGREES 41 MINUTES 45 SECONDS EAST A DISTANCE OF 77.13 FEET, FROM SAID NORTHWEST CORNER OF BLOCK 231, AN "X" CUT ON CONCRETE FOUND AT THE SOUTHWEST CORNER OF BLOCK 215 OF THE ORIGINAL TOWN OF LUBBOCK BEARS NORTH 01 DEGREES 41 MINUTES 45 SECONDS EAST A DISTANCE OF 75.00 FEET AND AN "X" CUT ON CONCRETE FOUND AT THE NORTHWEST CORNER OF BLOCK 228 OF THE ORIGINAL TOWN OF LUBBOCK BEARS NORTH 88 DEGREES 19 MINUTES 49 SECONDS WEST A DISTANCE OF 1084.65 FEET;

(1) THENCE SOUTH 01 DEGREES 41 MINUTES 45 SECONDS WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID BUDDY HOLLY AVENUE, THE WEST LINE OF SAID BLOCK 231 AND THE WEST FACE OF SAID EXISTING BUILDING, A DISTANCE OF 52.32 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS TRACT, WHENCE AN EXISTING BUILDING CORNER BEARS SOUTH 01 DEGREES 41 MINUTES 45 SECONDS WEST A DISTANCE OF 0.3 FEET AND AN "X" CUT ON CONCRETE SET IN THE WEST LINE OF SAID BLOCK 231 AND THE NORTH RIGHT-OF-WAY LINE OF 19TH STREET AS DESCRIBED IN A RIGHT-OF-WAY DEDICATION RECORDED IN VOLUME 439, PAGE 66 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS BEARS SOUTH 01 DEGREES 41 MINUTES 45 SECONDS WEST A DISTANCE OF 180.84 FEET;

(2) THENCE NORTH 88 DEGREES 18 MINUTES 15 SECONDS WEST A DISTANCE OF 9.56 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THIS TRACT;

(3) THENCE NORTH 01 DEGREES 41 MINUTES 45 SECONDS EAST A DISTANCE OF 52.32 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT;

(4) THENCE SOUTH 88 DEGREES 18 MINUTES 15 SECONDS EAST A DISTANCE OF 9.56 FEET TO THE POINT OF BEGINNING.

THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

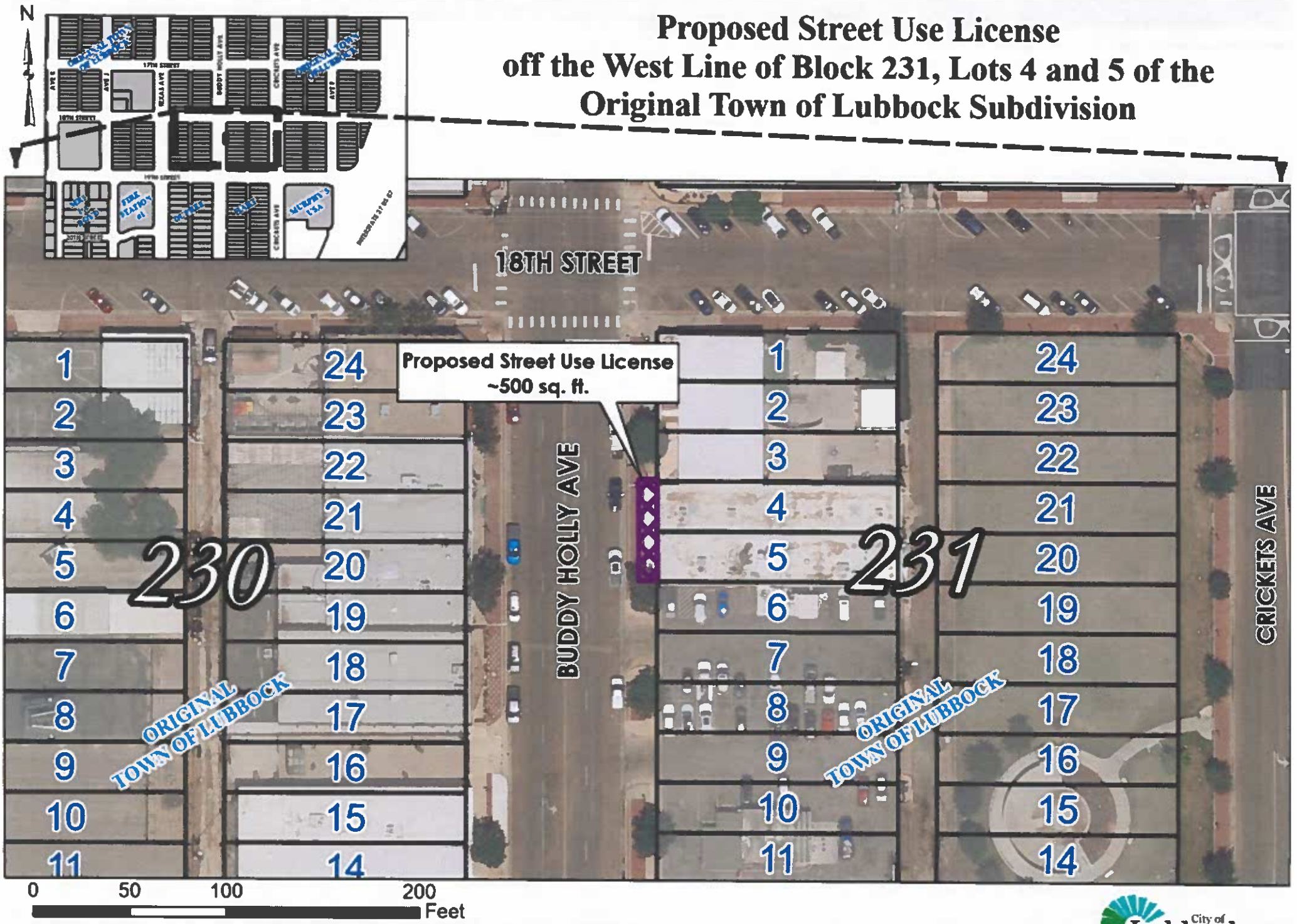
SURVEYED: MAY 08, 2023
SIGNED: MAY 09, 2023

STATE OF TEXAS
REGISTERED
SAMUEL WYATT
6453
PROFESSIONAL
LAND SURVEYOR

SAMUEL WYATT
R.P.L.S. 6453

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

Proposed Street Use License off the West Line of Block 231, Lots 4 and 5 of the Original Town of Lubbock Subdivision



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 2022

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Contract 14966, with Garver, LLC, for North Water Treatment Plant Ground Storage Construction Phase Services.

Item Summary

On March 24, 2020, Garver, LLC was awarded Contract 14966, to design the replacement tank at the North Water Treatment Plant.

On August 24, 2021, the City Council approved Amendment No. 1 to Contract 14966. This amendment authorized Garver, LLC, to provide Construction Phase Professional Engineering Services, including Engineer of Record (EOR) and Resident Project Representative (RPR) services. These services increased the base contract by $193,342 and provided an additional 515 days to complete the services.

Amendment No. 2 to this contract will extend their services an additional 8 months with no additional fee.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution
Amendment No.2
Original Contract
Amendment No.1
Time Extension
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 that certain Agreement Contract No. 14966 dated March 24, 2020, for services related to the North Water Treatment Plant Storage Design, by and between the City of Lubbock and Garner, LLC, 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Amend #2 Agrmt 14966 – Garver LLC
7.12.23

AMENDMENT NO. 2
TO AGREEMENT BETWEEN THE CITY OF LUBBOCK
AND
GARVER, LLC

THIS IS THE SECOND AMENDMENT TO THE AGREEMENT 14966 dated and entered into the 24th day of March, 2020 by and between the City of Lubbock ("City") and Garver, LLC ("Engineer").

The Engineer has entered into the Agreement with the City to perform professional services associated with the North Water Treatment Plant Ground Storage Design (the "Activities").

Amendment No. 1 was entered into by the Parties on August 24, 2021 via Resolution No. 2021-R0299 and increased the scope of services, compensation, and the initial term. Additionally, the term was extended for six (6) months by a modification entered into on January 25, 2023.

Due to unforeseen delays in the construction of the North Water Treatment Plant, it is now necessary to extend the term of this agreement in order for the Engineer to have adequate time to complete the Activities herein.

NOW, THEREFORE, the City and Engineer agree to the terms of this SECOND AMENDMENT:

The term of the agreement is hereby extended an additional eight (8) months.

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

IN WITNESS HEREOF, the parties have executed this Amendment as of this ___ day of _____, 2023.

CITY OF LUBBOCK

_____
Tray Payne, Mayor

GARVER, LLC.

_____
Jeffery L. Sober, P.E. Vice President

ATTEST:

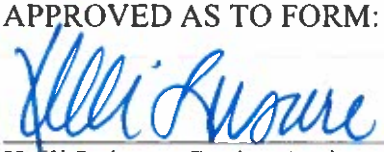
_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Michael G. Keenum, P.E., CFM, City Engineer

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

Resolution No. 2020-R0099

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 14966 is entered into this 24th day of March, 2020, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Garver, LLC, (the" Engineer"), a Texas limited liability company.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for the North Water Treatment Plant Ground Storage Design, (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 18 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 $768,672.00 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. 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:

GARVER, LLC

JEFFREY L. SOBER, P.E.
500 WEST 7TH ST, STE 1729
FORT WORTH, TX 76102
Telephone: 817-740-9575
Fax: 972-377-8380

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

JOSH KRISTINEK
City of Lubbock Engineering
P.O. Box 2000
1625 13th Street, Ste 107
Lubbock, Texas 79457
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

John Turpin, P.E.
Assistant Division Director of Public Works

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Firm

GARVER, LLC

By: _____
Jeffrey L. Sober, P.E.,
Vice President

EXHIBIT A

Scope of Services

North Water Treatment Plant 8 Million Gallon Ground Storage Tank Improvements

Generally, the scope of services includes surveying, modeling, design, bidding services, and construction support services for improvements associated with the new ground storage tanks (GST) at the North Water Treatment Plant (NWTP) for the City of Lubbock (the City). Improvements will consist primarily of the design and construction of two new 4 MG GSTs, yard piping and connections to the existing WTP piping and distribution system.

1. Task 1.0 Design Management

GARVER shall ensure efficient and effective use of GARVER's and City's time and resources. GARVER shall 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.

1.1. Project Management

This Task will consist of the following:

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Task and allocate team resources

1.2. Communication and Reporting

This Task will consist of the following:

- Prepare invoices and submit monthly in the format requested by the City.
- Prepare and submit baseline Project Schedule
- Conduct weekly internal design update meetings
- Prepare and update decision log

Assumptions:

- 12 monthly progress reports will be prepared

1.3. Deliverables

This task will consist of the following deliverables:

- Meeting summaries with action items
- Monthly invoices
- Monthly progress reports
- Monthly decision log
- Baseline design schedule

2. Task 2.0 Planning Phase

This task will include gathering of data from the City, and appropriate utilities to preliminarily review. Then Garver will investigate existing conditions of the facilities, efficiency testing and hydraulic

modeling as defined below, review and analysis of alternatives for efficiency improvements and GST configuration and coordination of these items with the City.

2.1. Pump Station Data Collection

Garver will monitor and collect pumping data for both Clearwell Transfer Pump Station and the HSPS #11 pumps using line side electrical data and hydraulic data from tested pumps to determine the actual efficiency of the existing pump stations. As a part of the testing, field system curve will be developed that will be used to help calibrate the hydraulic model. Energy Efficiency Measures (EEMs) will be recommended that may result in improved efficiencies, reduced energy intensities and electrical cost savings. A 5-year ROI estimate will be calculated from the anticipated energy savings for each shortlisted EEM over a 5-yr time frame. The following items are included as part of this task:

1. Confirm if appropriate instrumentation, valves and equipment are in place to perform testing.
2. Perform field testing on the 480 V HSPS #11 (4 vertical turbine, 300 HP pumps)
3. Perform field testing on the 480 V Clearwell Transfer Pump Station (3 vertical turbine pumps)
4. Provide recommendations summary as part of Alternatives Analysis Technical Memorandum.
5. Determine existing efficiencies for hydraulic model calibration.
6. Recommend EEMs for potential efficiency improvements and costs savings potential.

Design of instantaneous metering of pumps may be added by amendment. Any additional design required resulting from recommendations made in the pump efficiency testing may be added by amendment.

Assumptions:

1. City will provide background information on existing pump conditions, improvements, as-builts, operational procedures and historical data.
2. Any potential determined savings are approximate.
3. The Engineer will subcontract with an electrician to monitor and determine the actual kW consumed by the pumps and motors as well as line-to-line voltage, phase amperage and phase power factor. The electrician shall have portable power quality analyzer equivalent to an AEMC Instruments PowerPad® III Model 8336 three-phase power quality analyzer.
4. If magnetic flow monitoring for each pump and suction pressure gauges are not available, City will provide or add to scope by amendment.
5. Any laboratory fees necessary for evaluation of an EEM are excluded from this scope and are considered extra work.

2.2. Hydraulic Modeling Analysis

Garver will develop a hydraulic model of the NWTP (starting at the end of the final treatment process) and including HSPS #11 and the gravity lines feeding BPS #4 and BPS #8. Garver will coordinate with the City to identify hydraulic constraints that may impact GST level requirements, such as delivery of water to Canadian River Municipal Water Authority (CRMWA). Garver will utilize projected maximum flows for each facility provided by the City.

1. Maximum Day Flow to BPS #4
2. Maximum Day Flow to BPS #8
3. Peak Flow for HSPS #11
4. Peak Hour Demands for Connections to Gravity Line

Garver will utilize the hydraulic model to identify the minimum operating level of the new GST based on gravity delivery at peak demands. Garver will assess historical data and determine C values in the hydraulic model for the gravity piping based on available information.

Garver will evaluate the new HSPS #11 location and elevation. Garver will base elevation requirements on net positive suction head requirements determined in conjunction with City staff and consistent with industry standards to maximize flexibility in future alternatives for HSPS #11.

Garver will identify the optimum GST operating range based on the current transfer pumps and the minimum level for gravity delivery. Garver will evaluate up to three (3) tank configuration alternatives utilizing two (2) GSTs, each with a capacity of 4.0 MG. Evaluations will include the following components:

1. Capital costs
2. Impacts to the transfer pump station, including potential pump replacement or potential for increased maintenance requirements
3. Energy efficiency and energy costs
4. Impacts to HSPS #11

The results of the hydraulic analysis will be documented in a Hydraulic Modeling TM.

Assumptions:

1. Garver will receive GIS data, demand data, and record drawings necessary to construct a hydraulic model of the facilities impacting this project.
2. The City will provide maximum flow rates required for each facility (BPS #4, BPS #8, HSPS #11) and customers along the gravity line to BPS #4 and #8.
3. Garver will evaluate pre-stressed concrete GSTs only.

2.3. Tank Mixing Evaluation

Garver will identify mixing system types and coordinate with manufacturers for information based on conceptual design and sizing for up to three (3) alternatives. It is assumed that one (1) passive and two (2) active mixer types will be evaluated. The proposed mixing technology will be summarized in the preliminary engineering report, and will include capital costs and descriptions of proposed equipment.

2.4. Deliverables

This task will consist of the following deliverables:

- Alternatives Analysis Technical Memorandum (TM)
- Pump Efficiency Recommendations
- Alternatives Workshop

3. Task 3.0 Surveys

Garver will subcontract with a land surveying consultant to provide field survey data for designing the project. The survey work will include the following:

3.1. Design Surveys

Garver's Subconsultant will provide field survey data for designing the project, and this survey will be tied to the City's control network. Extents of the survey area are shown in Attachment A.

Garver's Subconsultant will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver's Subconsultant will locate buildings and other

structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owner's and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. Garver's Subconsultant will contact Texas811 and survey all utilities within the survey area as marked. Garver's Subconsultant will establish control points for use during construction using the Texas State Plane coordinate system and NAD 83 (2011).

3.2. Property Surveys

Garver's Subconsultant will locate and tie existing monumentation representing rights of way, property lines and/or easements based on record data which will be provided by a surveyor under a subconsultant agreement with Garver. Easements will be based on the City's GIS.

4. Task 4.0 Geotechnical Services

As a part of this project, Garver will subcontract a subconsultant geotechnical firm to complete the following tasks:

1. Coordinate field activities and utility location with City.
2. Stake proposed boring locations.
3. Contact Texas One Call and locate buried public utilities new borings.
4. Mobilize a truck-mounted drilling rig to drill and sample up to ten (10) borings at a depth of 50 to 100 feet at the center and 50 feet at the perimeter. One boring to be drilled at the center and the remaining four around the perimeter.
5. Obtain relatively undisturbed thin-walled tube samples and standard penetration test samples as appropriate for the soils encountered. Soils in each boring will be continuously sampled for the first 10 feet and at approximate 5-foot intervals thereafter.
6. Evaluate the bedrock with the Texas Department of Transportation's (TxDOT's) Cone Penetrometer test.
7. Sample the bedrock with a NX size rock barrel, if necessary.
8. Observe for groundwater seepage during drilling and at completion of drilling.
9. Backfill boreholes with cuttings upon completion.
10. Select laboratory testing will be conducted on representative samples obtained during the field exploration. The tests will be used to evaluate and classify the soils, identify subsurface site characteristics, and provide data for analysis. These tests may include:
    a. Atterberg limits (liquid and plastic limits);
    b. Percent passing No. 200 sieve;
    c. Gradation;
    d. One Dimensional Consolidation
    e. Dry Unit weight and moisture content;
    f. Unconfined compressive strength;
    g. Absorption-pressure swell
    h. pH, soluble sulfate, chloride, and resistivity.

11. An engineering analysis and evaluation of the field and laboratory data will be performed for the project, based on available project concepts. Information to be provided in the report includes:
    a. Plan of borings illustrating the approximate location of each boring.
    b. A log of each boring indicating the boring number, depth of each stratum, soil classification and description, laboratory test results, and groundwater information.
    c. Description of the field exploration and laboratory testing.
    d. Summary of laboratory test results.
    e. Discussion of subsurface soil and groundwater conditions.
    f. General discussion of the site geology.

g. Calculate potential vertical rise (PVR) from expansive clays.
h. Recommendations for drilled shaft foundation, including depth, side resistance, uplift, allowable bearing pressure, and L-Pile parameters.
i. Foundation recommendations for the proposed tank, including depth of subsurface treatment to reduce the potential vertical movement to less than 1 inch;
j. Earthwork recommendations.
k. Recommended International Building Code soil site class and seismic site coefficients for use in structural analysis.
l. Construction considerations including a discussion of anticipated excavatibility of on-site soils and preparation of subgrade.

5. **Task 5.0 Preliminary Design (30 Percent)**

Garver will produce a Draft Preliminary Design TM detailing the general design criteria for the tank, hydraulic requirements and an overall layout of the site with future pump station and future GSTs. Garver will deliver a preliminary set of design drawings representing 30% design and conduct a Preliminary Design Workshop. Garver will address any comments and provide a final Preliminary Design TM and finalize hydraulics.

5.1. Preliminary Design Technical Memorandum

The preliminary design will consist of the following items:

1. Design criteria for two prestressed concrete GSTs as agreed upon from Alternatives Analysis TM.
2. Tank sizing and initial design configuration per Alternatives Analysis TM.
3. Develop preliminary structural and mechanical details for the structure and preliminary drawings.
4. Electrical and instrumentation will be designed to integrate with City's SCADA system. Integration and programming may be added to the work by amendment.
5. Incorporate tank painting requirements and logo requirements, if needed.
6. Incorporate tank lighting requirements and site security, including security fencing around the proposed site.
7. Incorporate site driveway and sidewalk access improvements.
8. Document tank mixing recommendations and required hardware.
9. Attend one coordination meeting with the City.
10. Attend one workshop with the City to receive comments from the City. Incorporate comments from workshop into final report.
11. Provide a site layout evaluation to confirm the proposed future High Service Pump Station location.
12. Develop preliminary opinion of probable cost (OPCC) at 30% level.

5.2. Environmental Coordination

Garver will submit initial coordination letters to Texas Parks and Wildlife and US Fish and Wildlife as necessary regarding any protected species on site and incorporate special considerations into design. Any study required by governing agencies or additional coordination is Extra Work.

5.3. Deliverables

This task will consist of the following deliverables:

- Draft Preliminary Design TM with 30% preliminary drawings. TM will include:
  - Executive Summary
  - GST Design Criteria

    - 30% OPCC
    - Equipment Data Sheets and Manufacturer Information
    - Appendix - Alternatives Analysis Technical Memorandum (TM)
    - Appendix – Pump Station Efficiency Recommendations
- One site visit/review meeting with City
- One workshop with City
- Final Preliminary Design TM
- Geotechnical Report
- Survey Data

6. **Task 6.0 Detailed Design**

6.1. FAA Permitting

Garver will coordinate with the Federal Aviation Administration (FAA) to obtain necessary permits for construction and final occupation of the GST facilities.

6.2. 60% Design

Upon receipt of written approval from City on Preliminary Design TM, Garver will proceed to develop design drawings and specifications representing 60% completion. Garver will conduct a 60% Design workshop with the City. Garver will generate minutes from the workshop that will include review comments from the City. Garver will incorporate comments from the City into the 90% documents.

6.3. 90% Design

Upon receipt of written approval from City on 60% Design Workshop minutes, Garver will proceed to develop design drawings and specifications representing 90% completion. Garver will conduct a 90% Design workshop with the City. Garver will generate minutes from the workshop that will include review comments from the City. Garver will incorporate comments from the City into the final documents.

6.4. Deliverable Progress Meetings

GARVER will conduct a 60% workshop and 90% workshop in Lubbock with up to two (2) GARVER staff at the meeting. The purpose of the meetings is to discuss any significant changes to the design and OPCC, and receive City comments. GARVER will produce meeting minutes from each Workshop for approval by the City.

Upon completion of the 90% workshop, GARVER will proceed with regulatory review and coordination (described in the following subtask). City comments are anticipated within two weeks of each progress meeting.

After completion of the 90% workshop with City, Garver will update the contract documents and provide sealed construction contract documents.

6.5. Regulatory Review and Coordination:

This task will consist of the following:

- GARVER will coordinate submittal of the 90% complete documents to TCEQ for regulatory compliance review and comments.
- GARVER will coordinate and develop responses to regulatory review comments as directed by City.

6.6. Contract Documents:

GARVER will develop the Final Drawings and Specifications as a part of the Final Design for two construction contracts. GARVER will utilize the City's standard front-end documents and coordinate technical specifications with the documents. The front end documents shall include proposal forms, notice to bidders, bid forms, bond forms, and other information as required by the City to competitively bid the work. Jointly agreed-to requirements of the City's standard front end documents will be incorporated in the Supplementary Conditions as necessary. Multiple design scenarios and/or pre-purchased equipment packages are not included as part of the level of effort provided with this Agreement.

6.7. Deliverables:

This task will consist of the following deliverables:

- Draft 60% half-size plans, specifications: Three (3) hard copies and one PDF to the City
- 60% OPCC
- Draft 90% half-size plans, specifications: Three (3) hard copies and one PDF to the City.
- 90% OPCC.
- Final sealed plans. Three (3) hard copies, one (1) full size, two (2) half size, and one electronic copy to the City.
- One 60% progress meeting with the City
- One 90% review workshop with the City

7. **Task 7.0 Bidding Services**

This task will accomplish the following:

7.1. Bidding Assistance

Garver anticipates one bid package for the construction of the project.

The bidding period is anticipated to extend for a 45-day duration. For the bidding period phase of the project, Garverwill:

1. Work with the City's Purchasing Department as needed to advertise and receive bids.
2. Use the City's standard documents in the construction documents and subsequent addenda.
3. Provide digital construction documents for the City's Purchasing Department to advertise through the City's eProcurement system. The Purchasing Department will prepare and submit Advertisement for Bids to newspaper(s) for publication. City will pay advertising costs outside of this contract.
4. Support the contract documents by preparing addenda as appropriate and providing to the City's Purchasing Department.
5. Participate in a pre-bid meeting.
6. Prepare a pre-bid meeting memorandum.
7. Evaluate bids and recommend award.
8. Prepare conformed documents (three half size sets).

If each bid phase extends beyond the anticipated 45 days, an additional Amendment will be necessary to extend these services.

7.2. Deliverables:

This task will consist of the following deliverables:

- Half-size (11"x17") plans, specifications of conformed documents: Three (3) hard copies and one PDF to the City.

8. **Task 8.0 Construction Administration Services**

Construction Phase services are not included, but may be added by amendment.

9. **Extra Work**

The following items are not included under this agreement but will be considered as extra work:

A. Redesign for the City's convenience or due to changed conditions after previous alternate direction and/or approval.
B. Design of Energy Efficiency Measures (EEM) recommended from a wire-to-water efficiency study.
C. Improvements to existing pump facilities for pump efficiency investigation.
D. SCADA integration and programming.
E. Submittals or deliverables in addition to those listed herein.
F. Pavement Design beyond that furnished in the Geotechnical Report.
G. Design of any utilities relocation other than water and sewer.
H. Retaining walls or other significant structural design beyond that required for the GST structure.
I. Street lighting or other electrical design beyond that required for GST improvements.
J. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to TCEQ.
K. Pre-qualification services for evaluating contractors to develop a pre-qualified list of eligible contractors prior to bidding the project.
L. Preparation of and bidding more than one bid package, or extension of bidding period.
M. Construction materials testing.
N. Additional protected species documentation and coordination with Texas Parks and Wildlife for protected species beyond one letter to TPWD outlines in Task 5.2.
O. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
P. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
Q. Services after construction, such as warranty follow-up, operations support, etc.
R. Construction staking for survey.
S. Construction administration and/ or observation.
T. Startup and commissioning.
U. Classroom training.
V. Operations and Maintenance Manual updates.
W. Funding assistance.
X. Easement or property acquisition documents or property acquisition work necessary for the project.
Y. Title report to identify easements.

Extra Work will be as directed by the City in writing for an addition fee as agreed upon by the City and Garver.

10. **Schedule**

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Draft Alternatives Analysis TM	60 days from Notice to Proceed
Alternatives Workshop	7 days from Alternatives Analysis TM
Draft 30% Design TM	60 days from Alternatives Workshop/Comments
30% Workshop	7 days form 30% Design TM

60% Design Submittal	60 days from receipt of Geotech and Survey
60% Workshop	7 days from 60% Design Submittal
90% Design Submittal	45 days from 60% Design Workshop/ Comments
90% Workshop	7 days from 90% Design Submittal
Bidding Services	45 days

Exhibit B
Fee Schedule
North Water Treatment Plant 8 Million Gallon Ground Storage Tank Improvements

For the work described under EXHIBIT A - SCOPE OF SERVICES , the CITY will pay ENGINEER on a monthly basis, based upon statements submitted by the ENGINEER to the CITY indicating the estimated proportion of the work accomplished per task.

The table below presents a summary of the lump sum fee amounts for this contract.

Work Description	Fee Amount	Fee Type
Task 1: Design Management	$60,752.00	Lump Sum
Task 2: Planning Phase	$108,256.00	
Task 3: Surveys	$18,928.00	
Task 4: Geotechnical Services	$51,096.00	
Task 5: Preliminary Design	$139,078.00	
Task 6: Detailed Design	$359,360.00	
Task 7: Bidding Services	$31,202.00	
Total	**$768,672.00**	

EXHIBIT B

City of Lubbock
NWTP 8 MG GST

DESIGN

WORK TASK DESCRIPTION	TH, HWE, Chong, Dole	EMT	JAP	CDG, Tsai	Bauer, Kain, Ty	CKA, Elec, Cat	OCC (CADD)	Elvis	Environ.	Technical			MANHOUR SUBTOTALS	FEE SUBTOTALS
	E-6	E-5	E-4	E-3	E-2	E-1	D-1	T-3	P-2	X-2	Expenses	Sub-Consultant		
	$272.00	$217.00	$178.00	$152.00	$126.00	$108.00	$101.00	$122.00	$164.00	$84.00	$ 1.00	$ 1.00		
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr				
1. Task 1: Design Management														
Subcontracting	32									32				
Kick-Off Meeting	12			12	12						$ 1,200.00			
Monthly Progress Reports (Assume 12 for design phase)	24			8	12					24	$ 300.00			
Internal Design Team Coordination (weekly coordination calls)	60			48	30	24								
Subtotal - Design Management	**128**	**0**	**0**	**68**	**54**	**24**	**0**	**0**		**56**	**$ 1,500.00**	**$ -**	**330**	**$ 60,752.00**
2. Task 2: Planning Phase														
Coordinate/ Data Gathering	12			8	16								36	
Site Visit	24			12	12						$ 2,000.00			
Investigate existing instrumentation for wire-to-water study	8				8						$ 1,000.00		16	
Electrician	4				4						$ 2,000.00			
Perform Water-to-Wire Testing HSPS 11	4				12								16	
Perform Water-to-Wire Testing Clearwell Transfer PS	4				12								16	
Determine and recommend EEMs	12				12								24	
Evaluate cost savings	8				12								20	
Wire-to-Water Summary	24				20					8	$ 250.00		52	
Develop hydraulic model based on NWTP improvements and GIS data	4	24			60									
Identify the minimum operating level of the GST based on gravity delivery at peak demand (includes historical data analysis and model calibration, as necessary)	2	4			24									
Identify the optimum GST operating range based on current transfer pumps and minimum level for gravity delivery	2	4			16									
Evaluate up to three tank configuration alternatives (capital costs, life-cycle costs, impacts to transfer pump station)	2	8			32									
Evaluate new HSPS #11 location and elevation (including NPSHA)	2	4			24									
Tank Mixing Analysis (evaluate up to 3 alternatives including one passive and two active)	2	16			40									
Hydraulic Modeling TM	2	8			24					8	$ 250.00			
Alternatives Workshop	12		12	12	12						$ 2,000.00			
Subtotal - Planning Phase	**128**	**68**	**12**	**32**	**340**	**0**	**0**	**0**	**0**	**16**	**$ 7,500.00**	**$ -**	**596**	**$ 108,256.00**
3. Task 3: Surveys														
Topographic Survey of GST Site/ Coordination	2			4	2	2	8				$ 500.00	$ 16,000.00		
Subtotal - Survey	**2**	**0**	**0**	**4**	**2**	**2**	**8**	**0**	**0**	**0**	**$ 500.00**	**$ 16,000.00**	**18**	**$ 18,928.00**
4. Task 4: Geotechnical Services														
Geotechnical Investigation (Assume 10)/ Coordination	16			12	2					2	$ 500.00	$ 44,000.00		
Subtotal - Geotechnical Services	**16**	**0**	**0**	**12**	**2**	**0**	**0**	**0**	**0**	**2**	**$ 500.00**	**$ 44,000.00**	**32**	**$ 51,096.00**
5. Task 5: Preliminary Design														
Site Visit	12			12	12						$ 1,200.00			
Environmental Coordination	2			4					8					
Cover and General Sheets			4	12		12	6	6						
Site Layout	8	4		20	4	12	20							
Foundation and site preparation write-up	8			16										
Preliminary Details			8	40	20	30	20	40						
Tank manufacturer coordination	12			20	32	8								
Electrical & Instrumentation Write-up	16				12									
Yard Piping	4		4	16		12	16	4						
Develop PER	12	4	8	40							$ 1,000.00			
OPCC	8		8	30		20								
Site Improvements (security, roadway, etc)		8	8	30		20	16							
QA/QC	12		16	40		40								
Review Meeting with City	12			16	12						$ 1,200.00			
Final Report	8			8	8						$ 500.00			
Subtotal - Preliminary Design	**114**	**16**	**56**	**304**	**100**	**154**	**78**	**50**	**8**	**0**	**$ 3,900.00**	**$ -**	**880**	**$ 139,078.00**
6A Task 6: Detailed Design (60%)														
FAA Permitting			2		8		4							
Cover and General Sheets	2		2	4		4	2	4						
Standard & Misc. Details			4	12	12	8	4	16						
Survey Control Plan				8		2	4							
GST Site Plan	8			32		24	60							
Yard Piping Plan			4	16		12	24	4						
Electrical & Instrumentation & Control Plans	4			30		12		40						
Mechanical Plans			20			20		40						
Structural Plans	16			30				40						
Construction Sequencing Plan	2	2	4	8	24	8		24						
Overflow Drainage Plan			2	8		4	20							
OPCC	4		8	20	16	20								
Front End Documents	8			16	8					12				
Technical Specifications	16		16	20	24	28				40	$ 500.00			
Review Meetings with Owner (two, one for each bid package)	24			32	24						$ 2,400.00			
Subtotal - Detailed Design (60%)	**84**	**2**	**52**	**238**	**116**	**142**	**118**	**168**	**0**	**52**	**$ 2,900.00**	**$ -**	**980**	**$ 139,824.00**
6B Task 6: Final Design (90% & 100%)														
Prepare 90% Drawings	40		24	80	20	40	100	100			$ 1,500.00			
Prepare 90% Specifications	24		20	80	20	80				50	$ 1,500.00			
Updated OPCC	8		8	20	4	20								
Quality Control Review	24	12	24	40		20	20	20		40				
Review Meetings with Owner	24			32		24					$ 2,400.00			
Prepare 100% Drawings	16		20	60		20	30	30			$ 2,000.00			
Prepare 100% Specifications	16		16	40		20				30	$ 2,000.00			
Quality Control Review	24		30	30										
Submittal to TCEQ	4			8							$ 750.00			
Subtotal - Final Design (90% & 100%)	**180**	**12**	**142**	**390**	**44**	**224**	**150**	**150**	**0**	**120**	**$ 10,150.00**	**$ -**	**1412**	**$ 219,536.00**
7 Task 7: Bidding														
Attend Pre-Bid Meeting	6			10	6						$ 1,200.00			
Prepare Addenda (Assumes 4)	8			10	12	4	8	8						
Answer Contractor Questions	6			30	18	8								
Recommendation of Award	2			6	4									
Conformed Documents	2			6	10	4	10	10		12	$ 1,000.00			
Subtotal - Bidding	**24**	**0**	**0**	**62**	**50**	**16**	**18**	**18**	**0**	**12**	**$ 2,200.00**	**$ -**	**200**	**$ 31,202.00**
Hours	**676**	**98**	**272**	**1198**	**708**	**562**	**372**	**386**	**8**	**258**	**$ 29,150.00**	**$ 60,000.00**	**0** 4,448	
Salary Costs	$183,872.00	$21,266.00	$48,416.00	$168,416.00	$89,208.00	$60,696.00	$37,572.00	$47,092.00	$1,312.00	$21,672.00	$ 29,150.00	$ 60,000.00	$768,672.00	$768,672.00
														$ 768,672.00

Resolution No. 2021-R0299
Item No. 7.13
August 24, 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 Agreement Contract No. 14966 for the North Water Treatment Plant Ground Storage Design, by and between the City of Lubbock and Garver, LLC, of Fort Worth, Texas, 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 August 24, 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 to 14966 – North Water Treatment Plant ground Storage Design
August 9, 2021

AMENDMENT NO. 1

TO AGREEMENT BETWEEN THE CITY OF LUBBOCK

AND

GARVER, LLC

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT 14966 dated and entered into the 24th day of March, 2020 by and between the City of Lubbock ("City") and Garver, LLC ("Engineer").

The Consultant has entered into the Agreement with the City for performing professional services associated with the North Water Treatment Plant Ground Storage Design (the "Activities"). City desires Engineer, and Engineer agrees to perform additional services as the engineer of record for construction phase services for the plant ground storage project, as set forth in Exhibit "A", attached to and incorporated herein.

This Amendment No. 1 increases the original Agreement an additional amount not to exceed one hundred ninety-four thousand three hundred forty-two and NO/100 dollars ($194,342.00) as set forth in Exhibit "B-1" attached hereto and incorporated herein, and grants a term extension of five hundred fifteen (515) days 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 24th day of August, 2021.

CITY OF LUBBOCK

Daniel M. Pope, Mayor

GARVER, LLC.

Jeffrey L. Sober, P.E. Vice President

ATTEST:

for

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

For Mike Keenum

Michael G. Keenum, P.E., CFM, City Engineer

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

EXHIBIT A

Scope of Services

North Water Treatment Plant 8 Million Gallon Ground Storage Tank Improvements

Construction Phase Engineering Services

Generally, this scope of services includes construction support services for improvements associated with the new ground storage tank (GST) at the North Water Treatment Plant (NWTP) for the City of Lubbock (the City). Improvements will consist primarily of the design and construction of one new 8 MG GST, yard piping and connections to the existing WTP piping and distribution system.

8. Task 8.0 - Project Management

ENGINEER shall ensure efficient and effective use of ENGINEER's and City's time and resources. ENGINEER shall 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.

8.1. Project Management

This Task will consist of the following:

- Lead, manage and direct team activities.
- Ensure quality control is practiced in performance of the work.
- Communicate internally among team members.
- Task and allocate team resources.

8.2. Communication and Reporting

This Task will consist of the following:

Prepare invoices and submit monthly in the format requested by the City.

8.3. Deliverables

This task will consist of the following deliverables:

- Monthly invoices

9. Task 9.0 - Engineer of Record Services

During the construction phase of work, Engineer will accomplish the following:

9.1. Shop Drawing and Submittals

Engineer will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by ENGINEER on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. ENGINEER's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or

equipment is required by the Contract Documents, either directly or implied for a complete and workable system, ENGINEER shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents. This task includes up to thirty (30) submittals In excess of 30 submittals will be extra work.

9.2. Request for Information

Engineer will issue instructions to the Contractor on behalf of City and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. This project includes up to five (5) RFIs In excess of five (5) RFIs will be extra work.

9.3. Monthly Progress Payment Requests

Engineer will review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the City regarding payment. Garver will rely on City's on-site resident project representative's progress reports to determine construction progress. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

9.4. Change Orders

When authorized by the City, Engineer will prepare change orders for changes in the work from that originally provided for in the construction contract documents. This task assumes up to four change orders. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the City will pay Garver an additional fee to be agreed upon by the City and Garver.

9.5. Periodic Observation

Engineer will observe construction during key points of construction (eight one-day trips are allocated for this effort in addition to task 9.3). Upon completion of the construction, submit a sealed Engineer's completion notice to TCEQ that:

9.5.1. certifies that the completed work complies with TCEQ design criteria, the approved plans and specifications, any approved variances, any approved substantial design changes; and

9.5.2. TCEQ requires the City to disclose in a completion notice any deviation from the approved plans and specifications that is incorporated into a project after construction began or from an approved substantial design change.

9.6. Record Drawings

Engineer will prepare and furnish record drawings based on Contractor's "red-lines"/working drawings.

9.7. Final Punch List and Contract Close-Out

Engineer will participate on a one-day final project inspection, assist in preparing a punch list, review final project closing documents, and submit recommendation for final payment.

10. Extra Work

The following items are not included under this agreement but will be considered as extra work:

A. Submittal review in excess of 30 submittals.
B. Response to RFIs in excess of 5 RFIs.
C. Progress Payment Requests in excess of 17.
D. Work beyond 17 months.
E. Redesign for the City's convenience or due to changed conditions after previous alternate direction and/or approval.
F. Design of Energy Efficiency Measures (EEM) recommended from a wire-to-water efficiency study.
G. Improvements to existing pump facilities for pump efficiency investigation.
H. SCADA integration and programming.
I. Submittals or deliverables in addition to those listed herein.
J. Pavement Design beyond that furnished in the Geotechnical Report.
K. Design of any utility's relocation other than water and sewer.
L. Retaining walls or other significant structural design beyond that required for the GST structure.
M. Street lighting or other electrical design beyond that required for GST improvements.
N. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
O. Pre-qualification services for evaluating contractors to develop a pre-qualified list of eligible contractors prior to bidding the project.
P. Preparation of and bidding more than one bid package, or extension of bidding period.
Q. Construction materials testing.
R. Additional protected species documentation and coordination with Texas Parks and Wildlife for protected species beyond one letter to TPWD outlines in Task 5.2.
S. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
T. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
U. Services after construction, such as warranty follow-up, operations support, etc.
V. Construction staking for survey.
W. Startup and commissioning.
X. Classroom training.
Y. Operations and Maintenance Manual updates.
Z. Funding assistance.
AA. Easement or property acquisition documents or property acquisition work necessary for the project.
BB. Title report to identify easements.

Extra Work will be as directed by the City in writing for an addition fee as agreed upon by the City and Engineer.

11. Schedule

Engineer shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in 515 calendar days from contractor's Notice to Proceed.

Exhibit B-1
Fee Schedule
North Water Treatment Plant 8 Million Gallon Ground Storage Tank Improvements

Construction Phase Engineering Services

For the work described under EXHIBIT A-1 - SCOPE OF SERVICES , the CITY will pay ENGINEER on a monthly basis, based upon statements submitted by the ENGINEER to the CITY indicating the estimated proportion of the lump sum work accomplished per task. The Owner will pay ENGINEER for Service rendered at the agreed upon rates for each classification of ENGINEER's personnel (may include contract staff classified at ENGINEER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. For informational purposes, a breakdown of ENGINEER's estimated cost per Task is included in this Exhibit B with current hourly rates for each employee classification. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2022.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost-plus ten percent (10%) for subcontract/subconsultant fees, travel, long distance and wireless communications, reproduction and presentation material preparation, and mail/courier expenses.
2. The amount allowed by the federal government for mileage with an additional $0.05 for survey trucks/vans.

The table below presents a summary of the agreed upon not to exceed fee amounts and fee type for this contract.

Task	Work Description	Fee Amount	Fee Type
Task 8.0	Project Management	$16,613.00	Time and Expenses
Task 9.0	Engineer of Record Services	$177,729.00	Time and Expenses
Total		**$194,342.00**	

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any task may be used to offset overruns in another task as long as the overall fee amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.

Classification	Agreed Upon Rates
Engineers / Architects	
E-1	$ 111.00
E-2	$ 155.00
E-3	$ 165.00
E-4	$ 181.00
E-5	$ 240.00
E-6	$ 295.00
E-7	$ 361.00
Planners / Environmental Specialist	
P-1	$ 133.00
P-2	$ 167.00
P-3	$ 198.00
P-4	$ 232.00
P-5	$ 268.00
P-6	$ 306.00
P-7	$ 370.00
Designers	
D-1	$ 103.00
D-2	$ 121.00
D-3	$ 144.00
D-4	$ 167.00
Technicians	
T-1	$ 81.00
T-2	$ 102.00
T-3	$ 125.00
Construction Observation	
C-1	$ 98.00
C-2	$ 125.00
C-3	$ 153.00
C-4	$ 188.00
Management/Administration	
M-1	$ 370.00
X-1	$ 64.00
X-2	$ 86.00
X-3	$ 120.00
X-4	$ 153.00
X-5	$ 187.00
X-6	$ 231.00
X-7	$ 279.00

Exhibit B-1
Fee Schedule
North Water Treatment Plant 8 Million Gallon Ground Storage Tank Improvements

Construction Phase Engineering Services

For the work described under EXHIBIT A-1 - SCOPE OF SERVICES , the CITY will pay ENGINEER on a monthly basis, based upon statements submitted by the ENGINEER to the CITY indicating the estimated proportion of the lump sum work accomplished per task. The Owner will pay ENGINEER for Service rendered at the agreed upon rates for each classification of ENGINEER's personnel (may include contract staff classified at ENGINEER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. For informational purposes, a breakdown of ENGINEER's estimated cost per Task is included in this Exhibit B with current hourly rates for each employee classification. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2022.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost-plus ten percent (10%) for subcontract/subconsultant fees, travel, long distance and wireless communications, reproduction and presentation material preparation, and mail/courier expenses.
2. The amount allowed by the federal government for mileage with an additional $0.05 for survey trucks/vans.

The table below presents a summary of the agreed upon not to exceed fee amounts and fee type for this contract.

Task	Work Description	Fee Amount	Fee Type
Task 8.0	Project Management	$16,613.00	Time and Expenses
Task 9.0	Engineer of Record Services	$177,729.00	Time and Expenses
Total		**$194,342.00**	

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any task may be used to offset overruns in another task as long as the overall fee amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.

Classification	Agreed Upon Rates
Engineers / Architects	
E-1	$ 111.00
E-2	$ 155.00
E-3	$ 165.00
E-4	$ 181.00
E-5	$ 240.00
E-6	$ 295.00
E-7	$ 361.00
Planners / Environmental Specialist	
P-1	$ 133.00
P-2	$ 167.00
P-3	$ 198.00
P-4	$ 232.00
P-5	$ 268.00
P-6	$ 306.00
P-7	$ 370.00
Designers	
D-1	$ 103.00
D-2	$ 121.00
D-3	$ 144.00
D-4	$ 167.00
Technicians	
T-1	$ 81.00
T-2	$ 102.00
T-3	$ 125.00
Construction Observation	
C-1	$ 98.00
C-2	$ 125.00
C-3	$ 153.00
C-4	$ 188.00
Management/Administration	
M-1	$ 370.00
X-1	$ 64.00
X-2	$ 86.00
X-3	$ 120.00
X-4	$ 153.00
X-5	$ 187.00
X-6	$ 231.00
X-7	$ 279.00

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:
2021-793198

Date Filed:
08/20/2021

Date Acknowledged:
08/27/2021

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

GARVER LLC
FORT WORTH, 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.

14966A
NORTH WATER TREATMENT PLANT GROUND STORAGE DESIGN - CONSTRUCTION PHASE SERVICES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
MCILLWAIN, FRANK	FORT WORTH, TX United States	X	
SOBER, JEFFREY	FORT WORTH, TX United States	X	
SCHNIERS, BRENT	FORT WORTH, TX United States	X	
HOLDER, JR, JERRY	FORT WORTH, TX United States	X	
GRAVES, MICHAEL	FORT WORTH, TX United States	X	
GRIFFIN, MICHAEL	FORT WORTH, TX United States	X	
HOSKINS, BROCK	FORT WORTH, TX United States	X	

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)

MODIFICATION FOR TIME EXTENSION ON PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This modification to Professional Service Agreement ("Agreement") Contract No. 14966, is entered into this 26th day of January, 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Garver, LLC, (the" Engineer"), a Texas limited liability corporation.

In accordance with "Article I. Term" of this Agreement, the City Engineer, by this modification, grants an additional six (6) months of time to complete services of the Agreement so long as the amount of consideration does not increase. This modification does not grant any additional consideration. The City acting through its governing body must approve an amendment for an increase of compensation.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

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

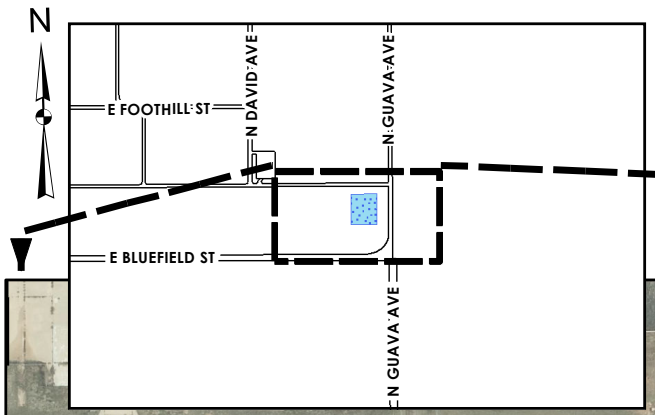
Firm

Garver, LLC

By: _____

Jeffrey L. Sober, P.E.,
Vice President

Proposed 8 MG Water Tank at the North Water Treatment Plant



E DUBUQUE ST

N GUAVA AVE

E BLUEFIELD ST

0 50 100 200 300 Feet

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

Legend

Proposed 8 MG Tank

City of Lubbock TEXAS

Digital Orthophotography - April 2020

City of Lubbock, TX
Capital Project
Project Cost Detail
August 8, 2023

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

Encumbered/Expended

CIP Numbers	**92660**
City of Lubbock Staff	27,903
Advertisement	137
Contract 14966 with Garver for Design Phase Professional Services	768,672
Contract 15819 with DN Tanks	8,326,400
Amendment 1 to Contract 14966 with Garver	194,342
Change Order 1 to Contract 15819 with DN Tanks	390,976
Contract 16727 with Plummer for Construction Phase Services	140,564
Change Order 2 to Contract 15819 with DN Tanks	574,236
Amendment 1 to Contract 16727 with Plummer	31,284
Agenda Items August 8th, 2023	
Amendment 2 to Contract 14966 with Garver - Time Only	-
Encumbered/Expended to Date	10,454,514
Estimated Costs for Remaining Appropriation	
Ground Storage Tank Construction	15,486
Remaining Appropriation	15,486
Total Appropriation To Date	$10,470,000

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock, an Advanced Funding Agreement, Contract No.17514, by and between the City of Lubbock and the State of Texas acting through the Texas Department of Transportation, for a surface transportation program project for Upland Avenue from 66th Street to 82nd Street.

Item Summary

The Lubbock Metropolitan Planning Organization approved the use of Category 10 Funds to assist in the construction of Upland Avenue from 66th Street to 82nd Street. This is an Advanced Funding Agreement between the City of Lubbock and Texas Department of Transportation (TxDOT), which will allocate federal funds for that purpose. The costs will be allocated based on 80% federal funding with the remaining 20% City funding.

Total cost of this portion of the project is estimated at $1,894,422.52, with the City's portion being $417,299.53.

Fiscal Impact

This Advanced Funding Agreement in the amount of $417,299.53, is funded in Capital Improvements Project, 92510, Upland Avenue from 66th Street to 82nd Street.

Staff/Board Recommending

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

Attachments

Resolution
AFA Contract
Location Exhibit
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Advance Funding Agreement, Contract No. 17514, by and between the City of Lubbock and the State of Texas acting through the Texas Department of Transportation (TxDOT) for a surface transportation program project for Upland Avenue from 66th Street to 82nd Street. 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.AFA Upland 66th to 82nd
7.25.23

TxDOT:					Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID	Z00006465		CFDA No.	20.205
AFA CSJs	0905-06-105				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name	Upland Avenue 66th – 82nd CST				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Surface Transportation Program – Metropolitan Mobility
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Lubbock**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Upland Avenue from 66th Street to 82nd Street, Lubbock, TX, located in Lubbock County.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **August 8, 2023**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:					Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID	Z00006465		CFDA No.	20.205
AFA CSJs	0905-06-105				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name	Upland Avenue 66th – 82nd CST				*AFA Not Used For Research & Development*	

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

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**N/A**	Utilities	Article 8
2.	**N/A**	Environmental Assessment and Mitigation	Article 9
3.	**N/A**	Architectural and Engineering Services	Article 11
4.	**State**	Construction Responsibilities	Article 12
5.	**N/A**	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of Upland Avenue, from 66th Street to 82nd Street, widening of a non-freeway from 2 lanes to 5 lanes, in Lubbock, Texas as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for

the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. 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.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be

acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with

a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

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

Local Government:	**State:**
City of Lubbock ATTN: City Engineer P.O. Box 2000 Lubbock, TX 79457	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

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

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

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

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

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

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local

Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. 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).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. 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.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the 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).

H. Titles II and III of the Americans with Disabilities Act, which 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 entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State'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://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE

program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, 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 Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government 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 DOT-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.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS 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 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.

TxDOT:					Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID	Z00006465		CFDA No.	20.205
AFA CSJs	0905-06-105				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name	Upland Avenue 66th – 82nd CST				*AFA Not Used For Research & Development*	

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ 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 Local Government 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.

32. Signatory Warranty

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

{Signature page follows}

TxDOT:					Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID	Z00006465		CFDA No.	20.205
AFA CSJs	0905-06-105				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name	Upland Avenue 66th – 82nd CST				*AFA Not Used For Research & Development*	

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

Signature

Kenneth Stewart, Director of Contract Services

Date

THE LOCAL GOVERNMENT

Signature

Tray Payne, Mayor

Date

ATTEST:

Signature

Courtney Paz, City Secretary

Date

APPROVED AS TO CONTENT:

Signature

Michael G. Keenum, P.E., City Engineer

8/1/23

Date

APPROVED AS TO FORM:

Signature

Kellie Leisure, Senior Assistant City Attorney

8-2-23

Date

TxDOT:					Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID	Z00006465		CFDA No.	20.205
AFA CSJs	0905-06-105				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name	Upland Avenue 66th – 82nd CST				*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID	Z00006465		CFDA No.	20.205
AFA CSJs	0905-06-105				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name	Upland Avenue 66th – 82nd CST				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (by State)	$1,655,820.00	80.00%	$1,324,656.00	0.00%	$0	20.00%	$331,164.00
Subtotal	$1,655,820.00	80.00%	$1,324,656.00	0.00%	$0	20.00%	$331,164.00
Environmental Direct State Costs	$14,902.00	80.00%	$11,921.60	0.00%	$0	20.00%	$2,980.40
Engineering Direct State Costs	$22,353.00	80.00%	$17,882.40	0.00%	$0	20.00%	$4,470.60
Utility Direct State Costs	$7,451.00	80.00%	$5,960.80	0.00%	$0	20.00%	$1,490.20
Construction Direct State Costs	$145,877.74	80.00%	$116,702.19	0.00%	$0	20.00%	$29,175.55
Indirect State Costs	$48,018.78	0.00%	$0.00	0.00%	$0	100.00%	$48,018.78
Subtotal	$238,602.52	80.00%	$152,466.99	0.00%	$0	20.00%	$86,135.53
TOTAL	$1,894,422.52	80.00%	$1,477,122.99	0.00%	$0	20.00%	$417,299.53

Payment by the Local Government to the State before construction: $417,299.53
Estimated total payment by the Local Government to the State $417,299.53. This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:					Federal Highway Administration:	
CCSJ #	0905-06-095	AFA ID	Z00006465		CFDA No.	20.205
AFA CSJs	0905-06-105				CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650			
Project Name	Upland Avenue 66th – 82nd CST				*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

Upland Avenue Street Project

- Phase 1
- Phase 2
- Phase 3
- Lubbock City Limits

50TH ST

SLIDE

50TH ST

QUAKI

SPUR 327

66TH ST

Phase 1

82ND ST

Phase 2

98TH ST

Phase 3

114TH ST

FRANKFORD AV

MILWAUKEE AV

UPLAND AV

SLIDE RD

130TH ST

R AV

N

0 0.25 0.5 1 1.5 Miles

City of Lubbock TEXAS

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, TX
Capital Project
August 8, 2023

Capital Project Number:	92510
Capital Project Name:	Upland Avenue 66th Street to 82nd Street

	Budget
Encumbered/Expended	
Engineering Operations	$36,103
Kimley Horn Contract No. 14034	1,180,000
TxDOT Construction AFA	821,115
TxDOT Design AFA	3,760
Kimley Horn Contract 14034 Amendment 1	1,347,300
Kimley Horn Contract 14034 Amendment 4	351,200
ROW Acqusition Segment 1	953,366
Utility Relocations	5,315
Agenda Item August 8, 2023	
Kimley Horn Contract 14034 Amendment 5	542,300
TxDOT Construction AFA	417,300
Encumbered/Expended to Date	5,657,759
Estimated Costs for Remaining Appropriation	
Construction	702,552
Remaining Appropriation	702,552
Total Appropriation To Date	$6,360,311

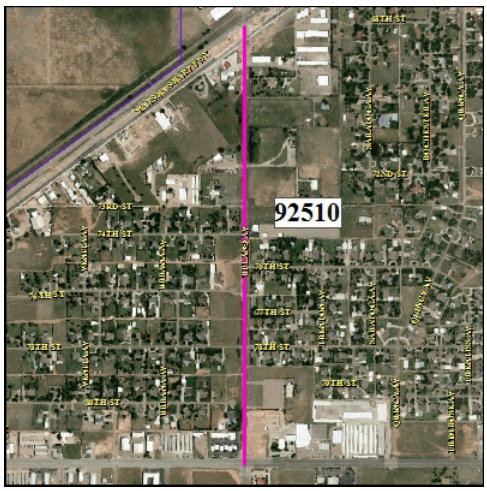
Project Name **Upland Avenue - 66th Street to 82nd Street** *Project Number* **92510**

Managing Department **Engineering**

Project Manager **Josh Kristinek**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

This roadway is designated in the 2018 Master Thoroughfare Plan to become a modified principal arterial. This roadway is currently two lane strip paved. Development and growth in this area has resulted in this roadway exceeding the current capacity of the two lane structure. The first year of this project will fund the Environmental Study and Engineering Schematics for the Upland Avenue Corridor between 66th Street and 114th Street. The proposed second year will fund the Right-of-Way acquisition ahead of the improvements between 66th Street and 82nd Street. The proposed third year will fund the Engineering Design and Construction of a 5-lane roadway section that will include pedestrian elements, drainage, street lighting, and ADA compliance between 66th Street and 82nd Street.

Bid Date - Design:7/4/2018
Award Date for Bid - Design:8/23/2018
Project Start Date - Design: 8/23/2018
Project End Date - Design:4/24/2023
Bid Date - Construction:10/2022
Award Date for Bid - Construction: 1/2023
Project Start Date - Construction: 3/2023
Project End Date - Construction: 10/2024

Project Justification

The City of Lubbock continues to strive to meet the transportation needs of the Citizens of Lubbock. The City must continue to anticipate the infrastructure needs for a growing population in order to provide a safe and efficient transportation system. Due to continued development in the area of Upland Avenue, this roadway has become congested and the road structure is requiring constant maintenance in order to safely serve the traveling public. The current construction of the Marsha Sharp Freeway and Upland Avenue intersection by the Texas Department of Transportation will only increase the need for these proposed improvements.

This project has MPO participation.

Project History

$2,470,000 was appropriated in the FY 2017-18 Budget, Ord. No. 2017-O0111, October 1, 2017.
$448,687 was appropriated in the FY 2018-19 Budget, Ord. No. 2018-O0109, October 1, 2018.
$3.6 million was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.
$841,624 was appropriated in FY 2019-20 Budget Amendment No. 2, Ord. No. 2019-O0146, October 22,2019.
Reduced appropriation by $1,000,000 in FY 2019-20, Budget Amendment No. 22, Ord. No. 2020-O0059, May 12, 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
Land Acquisition	448,687	0	0	0	0	0	0	448,687
Construction	3,441,624	0	0	0	0	0	0	3,441,624
Design and Engineering	1,700,000	0	0	0	0	0	0	1,700,000
Right of Way Acquisition	770,000	0	0	0	0	0	0	770,000
Total Project Appropriation	6,360,311	0	0	0	0	0	0	6,360,311

Project Name **Upland Avenue - 66th Street to 82nd Street** *Project Number* **92510**

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 2010 Gateway Streets Revenue CO's	448,687	0	0	0	0	0	0	448,687
FY 2018 Gateway Streets CO's	2,470,000	0	0	0	0	0	0	2,470,000
FY 2020 Gateway Streets Revenue CO's	2,600,000	0	0	0	0	0	0	2,600,000
TxDOT Participation	841,624	0	0	0	0	0	0	841,624
Total Funding Sources	6,360,311	0	0	0	0	0	0	6,360,311

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 - Engineering: Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock, Amendment No. 5 to Professional Service Agreement Contract 14034, for engineering services for the design of Upland Avenue Paving Improvements between 66th Street and 114th Street, by and between the City of Lubbock and Kimley-Horn and Associates, Inc.

Item Summary

On August 23, 2018, the City Council awarded contract 14034 to Kimley-Horn and Associates, Inc. for providing environmental assessment and schematic roadway design of Upland Avenue between 66th Street to 114th Street.

On December 3, 2019, the City Council approved Amendment No. 1 to this contract to amend the scope of work to include the following:

- Right-of-way acquisition services for the Upland Avenue Corridor from 66th Street to 114th Street;
- Final design of Upland Avenue from 66th Street to 98th Street; and
- Drainage improvements design for 66th Street and Upland Avenue area.

On February 23, 2021, the City Council awarded Amendment No. 2 to this contract, to amend the scope of work to include services for an archeological survey, in compliance with the Texas Natural Resources Code, Chapter 191, the Antiquities Code of Texas (ACT).

On February 8, 2022, the City Council awarded Amendment No. 3 to this contract to amend the scope of work to include final design services for Upland Avenue paving improvements between 98th Street and 114th Street, which included drainage design, traffic control and signal plans, utility coordination, bid phase services, and construction phase services.

On November 16, 2022, the City Council awarded Amendment No. 4 to this contract to amend the scope of work to include additional right-of-way acquisition services for the Upland Avenue Paving Improvements Project between 98th Street and 114th Street.

Amendment No. 5 to this contract will amend the scope of work to include additional engineering services and right-of-way acquisition services for the Upland Avenue Paving Improvements Project between 98th Street and 114th Street. The term of the agreement will be extended to May 28, 2026. Contract negotiations were conducted with Kimley-Horn and Associates, Inc., and fair and reasonable hourly rates were determined for a total amount not to exceed $542,300.

Fiscal Impact

Contract Amendment No. 5 in the amount of $542,300, is funded in Capital Improvements Project 92510, Upland Avenue 66th to 82nd Street.

Staff/Board Recommending

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

---

Attachments

Resolution
Amendment No.5
Amendment No.4
Amendment No.3
Amendment No.2
Amendment No.1
Original Contract
Location Exhibit
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 5 to the Professional Services Agreement Contract No. 14034 for engineering services for the design of Upland Avenue Paving Improvements between 66th Street and 114th Street, by and between the City of Lubbock and Kimley-Horn and Associates, Inc., 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Amend #5 to PSA 14034 KHA Upland design 66th to 114th
7.24.23

Amendment 5
To Agreement Between
The City of Lubbock, TX
and
Kimley-Horn and Associates, Inc.

THIS IS THE FIFTH AMENDMENT TO THE AGREEMENT dated and entered into on the 23rd day of August 2018, Contract No. 14034, by and between the City of Lubbock ("City") and Kimley-Horn and Associates, Inc. ("Engineer"), collectively referred to as ("Parties").

WITNESSETH:

WHEREAS, Engineer is providing professional design services for the design of Upland Avenue Paving Improvements between 66th Street and 114th Street; and

WHEREAS, Amendment No. 1 was entered into on December 3, 2019 through Resolution No. 2019-R0444, which Amendment added services to be performed by the Engineer including right-of-way mapping and acquisition, utility coordination, and plans, specifications and estimates; and

WHEREAS, on February 23, 2021, via Resolution No. 2021-R0057, the Parties entered into Amendment No. 2 for additional engineering services for an archeological survey; and

WHEREAS, on February 8, 2022, via Resolution No. 2022-R0065, the Parties entered in to Amendment No. 3 for additional services including: drainage design, traffic control and sign plans, utility coordination, bid and construction phase services; and

WHEREAS, on November 16, 2022, via Resolution No. 2022-R0465, the Parties entered into Amendment No. 4 for project management and right-of-way acquisition services; and

WHEREAS, the Parties now desire to enter into this Amendment No. 5 to further expand the Engineer's scope of services.

NOW, THEREFORE, the City and Engineer agree to the terms of this FIFTH AMENDMENT:

The Parties now agree the Engineer shall provide ongoing project management, right-of-way acquisition, and engineering design services as set forth in "Exhibit A", attached hereto and incorporated herein. Additionally, the City shall compensate the Engineer for the additional services herein at an amount not to exceed five hundred forty-two thousand three hundred dollars and 00/100 ($542,300.00). The term of the Agreement shall be extended to May 28, 2026 for the Engineer to complete the services herein.

All other terms 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

Kimley-Horn and Associates, Inc.

_____
Kevin Hoppers, P.E., Senior Vice President

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

EXHIBIT A
Engineering Scope of Services
UPLAND AVENUE RECONSTRUCTION
From 66th Street to 98th Street and
66th Street Drainage Improvements
City of Lubbock

PROJECT UNDERSTANDING

Proposed Plans, Specifications and Estimate (PS&E) have been prepared and finalized for Upland Avenue Segment 1, between 66th Street and 82nd Street, and Upland Segment 2, between 82nd and 98th Street. The PS&E improvements consist of:

1. 5-lane proposed roadway with concrete curb and gutter.
2. Concrete drainage channel and storm drain improvements.
3. 10-foot shared use path and pedestrian ramp improvements.
4. Signalized intersections.
5. Corridor illumination.

For Upland Segment 1, per the Texas Department of Transportation (TxDOT), additional Category 10 CR funding has been added to the project. This has prompted an additional Control-Section-Job (CSJ) number to be added to the PS&E set, for the purpose of separating payments related to pedestrian related and LED item quantities.

Upland Avenue Segment 2 has or is currently experiencing three (3) unplanned corridor improvements that require design coordination with third parties and PS&E revisions accordingly. Up to two (2) additional unplanned corridor improvements are anticipated.

Parcel 74. Additional efforts are required for creation of alternative design exhibits and revised parcel surveys related to negotiations along 66th Street.

Parcel 115-115A. Additional effort required for legal, appraisal and support services in preparation for and during the jury trial/bench trial of the condemnation appeal.

SCOPE OF SERVICES

1. **Project Management**
   A. Continued project coordination with the City, TxDOT, project team and subcontractors to attend progress meetings, complete PS&E and TxDOT CONNECT revisions, land acquisition and appellate jury trial services.

2. **Upland Avenue Segment 1**
   A. Engineering Design Services
      1. Revise and update PS&E to incorporate new CSJ

2. Internal PS&E QC/QA and Address Comments
   A.2.1 Consultant shall perform an internal QC/QA review of the plan set and coordinate with design team to address comments and finalize the plan set prior to submittal to TxDOT for further review
3. TxDOT Review Coordination
   A.3.1 Consultant shall submit the revised plan set to the TxDOT District Design Engineer and Director of Construction for review. Consultant shall coordinate and address comments and submit a final plan set to the district engineer for submittal to the TxDOT division office in Austin.
4. TxDOT CONNECT Coordination
   A.4.1 Consultant shall coordinate with the TxDOT District Design Engineer to update TxDOT project forms for submittal to TxDOT CONNECT web portal.

B. Bid Phase Support
   1. Consultant will support TxDOT during the bid phase to address and respond to questions from prospective bidders.
   2. Consultant will prepare and submit addenda changes that are necessitated by questions during the bid phase.
   3. Consultant will incorporate addenda changes into the Final Plan Set.

3. Upland Segment 2

A. Engineering Design Services
   1. Revise and update PS&E to incorporate up to five (5) unplanned corridor development improvements.
      A.1.1 Evaluate impacts of newly constructed improvements in Segment 2 on roadway design and storm water drainage.
      A.1.2 Update roadway and drainage models to include new improvements/cross sections
      A.1.3 Update roadway and drainage models for new driveways constructed in the drainage channel along west ROW
      A.1.4 Develop details for reconstruction of driveways in the drainage channel along west ROW
      A.1.5 Update plan sheets to incorporate new survey data and evaluate impacts to design
      A.1.6 Prepare revised final PS&E for QC/QA
   2. Internal PS&E QC/QA and Address Comments *(Same as Segment 1)*
   3. TxDOT review coordination *(Same as Segment 1)*
   4. TxDOT CONNECT coordination *(Same as Segment 1)*

B. Bid Phase Support *(Same as Segment 1)*

4. Land Acquisition

A. Parcel 74
   1. Alternative design exhibits and revised parcel surveys related to negotiations.

B. Parcel 115-115A
   1. Legal, appraisal and support services in preparation for and during the jury trial/bench trial of the condemnation appeal.

Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:

- Construction phase services.
- Construction staking.
- Design of any offsite drainage improvements beyond the improvements identified in the scope.
- Existing water or sanitary sewer relocations.
- Proposed water or sanitary sewer installations.
- Landscape design.
- Irrigation design.
- Design of structural retaining walls.
- Preparation for and attendance at public meetings.
- Segment 2 unplanned corridor improvements exceeding the number provided in the above scope of services.
- Redesign to reflect project scope changes requested by the City or TxDOT, required to address changed conditions or change in direction previously approved by the City or TxDOT, mandated by changing governmental laws, or necessitated by the City or TxDOT's acceptance of substitutions proposed by the contractor.

TIME OF COMPLETION

Consultant is authorized to commence work on the Project upon execution of a mutually acceptable contract and agrees to complete the Upland Segment 1 services as expeditiously as possible to prepare the revised segment 1 PS&E for a November 2023 letting. A time extension to May 28, 2026 shall be implemented for the remainder of the services.

FEE

TASK	DESCRIPTION	KH	HRA	FNI	SUBTOTAL
1	Project Management	$51,150			$51,150
2	Upland Segment 1	$46,950			$46,950
3	Upland Segment 2	$74,550	$95,000		$169,550
4	Land Acquisition	$19,650	$245,000	$10,000	$274,650
	TOTAL	$192,300	$340,000	$10,000	$542,300

Resolution No. 2022-R0465
Item No. 7.13
November 16, 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. 4 to Contract No. 14034 between the City of Lubbock and Kimley-Horn and Associates, Inc. for professional services for the design of Upland Avenue Paving Improvements between 66th Street and 114th Street. 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 November 16, 2022.

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 #4 Agrmt-14034-KHA-Upland Paving
11.7.22

Amendment 4
To Agreement Between
The City of Lubbock, TX
and
Kimley-Horn and Associates, Inc.

THIS IS THE FOURTH AMENDMENT TO THE AGREEMENT dated and entered into on the 23rd day of August 2018, Contract No. 14034, by and between the City of Lubbock ("City") and Kimley-Horn and Associates, Inc. ("Engineer"), collectively referred to as ("Parties").

WITNESSETH:

WHEREAS, Engineer is providing professional design services for the design of Upland Avenue Paving Improvements between 66th Street and 114th Street; and

WHEREAS, Amendment No. 1 was entered into on December 3, 2019 through Resolution No. 2019-R0444, which Amendment added services to be performed by the Engineer including right-of-way mapping and acquisition, utility coordination, and plans, specifications and estimates; and

WHEREAS, on February 23, 2021, via Resolution No. 2021-R0057, the Parties entered into Amendment No. 2 for additional engineering services for an archeological survey; and

WHEREAS, on February 8, 2022, via Resolution No. 2022-R0065, the Parties entered in to Amendment No. 3 for additional services including: drainage design, traffic control and sign plans, utility coordination, bid and construction phase services; and

WHEREAS, the Parties now desire to enter into this Amendment No. 4 to further expand the Engineer's scope of services.

NOW, THEREFORE, the City and Engineer agree to the terms of this FOURTH AMENDMENT:

The Parties now agree the Engineer shall provide additional project management and right-of-way acquisition services as set forth in "Exhibit A", attached hereto and incorporated herein. Additionally, the City shall compensate the Engineer for the additional services herein at an amount not to exceed three hundred fifty-one thousand two hundred dollars and 00/100 ($351,200.00). The term of the Agreement shall be extended twelve (12) months for the Engineer to complete the services herein.

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

IN WITNESS HEREOF, the parties have executed this Agreement as of this 16th day of November 2022.

CITY OF LUBBOCK

Tray Payne, Mayor

Kimley-Horn and Associates, Inc.

Kevin Hoppers, P.E., Senior Vice President

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

Resolution No. 2022-R0065
Item No. 7.7
February 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, Amendment No. 3 to Contract No. 14034 between the City of Lubbock and Kimley-Horn and Associates, Inc. for professional services for the design of Upland Avenue Paving Improvements between 66th Street and 114th Street. 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 February 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.Amend #3 Agrmt-14034-KHA-Upland Paving
02.08.21

Resolution No. 2022-R0065

Amendment 3
To Agreement Between
The City of Lubbock, TX
and
Kimley-Horn and Associates, Inc.

THIS IS THE THIRD AMENDMENT TO THE AGREEMENT dated and entered into on the 23rd day of August 2018, Contract No. 14034, by and between the City of Lubbock ("City") and Kimley-Horn and Associates, Inc. ("Engineer"), collectively referred to as ("Parties").

WITNESSETH:

WHEREAS, Engineer is providing professional design services for the design of Upland Avenue Paving Improvements between 66th Street and 114th Street; and

WHEREAS, Amendment No. 1 was entered into on December 3, 2019 through Resolution No. 2019-R0444, which Amendment added services to be performed by the Engineer including right-of-way mapping and acquisition, utility coordination, and plans, specifications and estimates; and

WHEREAS, on February 23, 2021, via Resolution No. 2021-R0057, the Parties entered into Amendment No. 2 for additional engineering services for an archeological survey; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to further expand the Engineer's scope of services.

NOW, THEREFORE, the City and Engineer agree to the terms of this THIRD AMENDMENT:

The Parties now agree the Engineer shall provide additional services to consist of final design services of Upland Avenue paving improvements between 98th Street and 114th Street, which shall include drainage design, traffic control and signal plans, utility coordination, bid phase services, and construction phase services as set forth in "Exhibit A", attached hereto and incorporated herein. Additionally, the City shall compensate the Engineer for the additional services herein at an amount not to exceed six hundred thirty thousand dollars and 00/100 ($630,000.00). The term of the Agreement shall be extended fourteen (14) months for the Engineer to complete the services herein.

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

IN WITNESS HEREOF, the parties have executed this Agreement as of this 8th day of February 2022.

CITY OF LUBBOCK

DANIEL M. POPE, Mayor

Kimley-Horn and Associates, Inc.

Kevin Hoppers, P.E., Senior Vice President

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

EXHIBIT A
Engineering Scope of Services
UPLAND AVENUE RECONSTRUCTION
From 98th Street to 114th Street
City of Lubbock

PROJECT UNDERSTANDING

1. Existing Corridor:
    a. Existing 2-lane HMAC pavement (from 103rd Street to 114th Street).
    b. Existing 3-lane HMAC pavement (from 98th Street to 103rd Street).
    c. Project limits will tie into the 98th Street intersection improvements from Upland Segment 2.
    d. 114th Street intersection is currently offset.
2. Proposed Improvements consist of:
    a. 5-lane HMAC proposed roadway (concrete pavement as a bid alternate).
    b. 7-lane approaches at 114th Street (concrete approach).
3. Special Considerations for this project:
    a. Design to follow previously developed and approved Upland Avenue schematic.
    b. Right of way acquisition currently taking place through another contract.

The professional services will generally consist of:

- Roadway design; consisting of two bid alternatives for use of HMAC or concrete pavement.
- Drainage design.
- Minor water and sanitary sewer adjustments.
- Traffic signal plans at Upland & 114th intersection.
- Traffic control plans.
- Utility coordination.
- Bidding phase services.
- Construction phase Engineer of Record support services.

1. Supplemental Survey

1.1. Survey Data – Engineer will develop an existing boundary survey and existing topographic data within the limits of this project to prepare the preliminary schematic and preliminary roadway design.

1.1.1 Data Collection and Property Research – Engineer will collect available data to determine the boundary locations and owner information for all adjacent properties within the project limits.

1.1.2 Design Survey

- The limits of the survey along Upland Avenue will extend from north of the 98th Street intersection to south of the 114th Street intersection. The survey will consist of the proposed right-of-way width of 110' and where subdivisions and structures are encountered adjacent to Upland Avenue, data will be collected a minimum of 20-feet beyond the ROW.
- The following areas shall also be surveyed:
  - Major and Minor Cross Streets - 200-feet east and west of the Upland Avenue centerline at every minor and major cross street.
  - Finished floor elevations of existing structures adjacent to the right-of-way as needed.
  - Flowline and dimensions for channels and culverts constructed to convey runoff.
- Place control monuments with aluminum caps in concrete. Establish horizontal state plane coordinates (NAD 83) using GPS. Establish vertical control coordinates on NAVD 88. Monuments will be set to accommodate the limits of construction where possible.
- Locate and establish coordinates for adjacent TxDOT and City control monumentation.
- Perform a field survey to identify and locate existing topographic elements within the roadway corridor consisting of the following:
  - Evidence of property boundary locations adjacent to the corridor.
  - Existing pavement, curbs, sidewalks, and barrier free ramps.
  - Roadway and lane striping along Upland and intersecting streets.
  - Driveways (including material).
  - Parking lots within 50-ft of proposed ROW, including parking stall configuration.
  - Alleys (including material).
  - Existing culvert sizes and invert elevations, including cross sections approaching culvert crossings and headwalls/wingwalls.
  - Existing driveways and swales.
  - Visible utilities including: manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, water well features, other public utilities, and franchise utilities.
  - Traffic signal poles, cabinets, and other signal equipment.
  - Signs (excluding temporary signs).
  - Trees, larger than 6" caliper.
  - Buildings and permanent structures.
  - Retaining walls.
  - Fence/Wall limits and material types (excluding temporary fences).

- Other applicable physical features that could impact design.
- Prepare a final topographic drawing in digital format (including contours and break lines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.
- Locate and stake-out Geotechnical bore holes.
- Survey franchise utility coordination.

2. Franchise Utility Coordination/Relocations

2.1. Final Design Coordination:

2.1.1 At the inception of PS&E development, send project notice to all Franchise Utilities via registered certified mail to provide project limits and schedule for construction.

2.1.2 Data Collection and Research:

- Update and maintain database of existing franchise utility representatives, including representative contact information (email, mailing address, phone, etc.).
- Prepare PS&E exhibit that indicates franchise utility locations based upon SUE.
- Identify potential utility conflicts with the proposed roadway and drainage improvements and document in a utility conflict matrix.
- Survey pot holes of located utilities and incorporate data into the design files to determine actual location and depth of utilities.
- Coordinate with utility companies on proposed locations (offset and/or depth) for relocated lines that would be clear of proposed roadway and drainage improvements.

2.1.3 Coordinate utility relocation assignments and schedule

- Schedule six (6) monthly coordination meetings with franchise utility companies. These meetings will be held for engaging franchise utility companies, to identify potential utility conflicts, and to coordinate the scheduling of relocating conflicting utilities.
- Engineer will work with franchise utilities and review relocation plans to be prepared by the utility companies and initiated prior to letting.

3. Final Design (98th to 114th)

3.1. Design (PS&E) Project Management

3.1.1 Progress and Review Meetings:

- Schedule, prepare for, attend, and document one (1) PS&E kickoff meeting, four (4) progress meetings and two (2) review meetings to monitor the development of the project.
  - PS&E Kickoff Meeting – Engineer will use the Final Approved Schematic as the 30% PS&E design to be discussed at kickoff.

- Progress meetings will be held to discuss design issues and progress of plan production.
- Review meetings will be conducted (one (1) at 60% and one (1) at 95% PS&E Submittal).

3.1.2 Site Visits - Attend up to ten (10) site visits during the final design phase to take photos, field measurements, and a plans-in-hand walk-through.

3.1.3 Coordinate with subconsultants.

3.1.4 Prepare and e-mail monthly progress reports to City.

3.1.5 QA/QC

- Engineer will perform an internal review prior to all submittals (60% and 95%) in accordance with quality assurance standards established for this project. QA/QC comments will be collected from each internal reviewer, documented, and comments addressed prior to each plan submittal to the City.
- City review comments will be documented and addressed after each review meeting. Engineer will create a "Comment Log" in spreadsheet format, documenting the comment and the action taken to resolve the comment.

3.1.6 Project Administration

- Prepare project correspondence and invoicing documents.

3.2. Roadway Design (PS&E)

3.2.1 Start with approved schematic.

3.2.2 Prepare plan / profile sheets on 11" x 17" plan sheets at a scale of 1" = 100' horizontal, and 1" = 10' vertical.

- The following items will be added to the work completed during the preliminary design submittal:
  - Proposed easement locations (if any).
  - Proposed sidewalk locations.
  - Proposed residential and commercial driveways.
  - Horizontal alignment data.
  - Traffic control phasing layouts.
  - Pavement marking layouts.
  - Erosion control plans.
  - Barrier free ramps.
  - Demolition plan.
  - Intersection layouts.
  - Small sign summary.
  - Standard design details.
  - TxDOT standards.

3.2.3 Analyze all driveways within the project limits and develop driveway profiles. Driveways will typically be defined vertically by spot elevations.

3.2.4 For side street reconstruction more than 100-ft beyond the main street right-of-way, prepare a plan / profile of the side street improvements. Otherwise, the side street improvements will be defined vertically by spot elevations.

3.2.5 Develop design cross-sections.

- Develop on 50-ft station intervals and at driveway centerlines.
- Show pavement and subgrade, right-of-way limits, side slopes, pavement cross slopes, curbs, and sidewalks.
- Cross-sections will not be provided in the bid documents but will be made available to prospective bidders.

3.2.6 Prepare roadway details to clarify intent of design.

3.2.7 Compile applicable City standard details. Modify standard details as needed.

3.2.8 Pavement Markers, Marking Plans, and Signing Layout.

- Prepare pavement markers and marking layouts in accordance with City design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD).
- Prepare details to clarify intent of design.
- Compile applicable City standard details. Modify standard details as needed.
- List the signs on the TxDOT standard summary sheets together with totals for each mount type.
- Signing layouts to be included with marking layout sheets.
- Special sign designs will not be provided.

3.3. Drainage (PS&E)

3.3.1 Modeling

- Verify hydrologic and hydraulic modeling from Schematic phase.
- Update hydraulic model to account for changes since schematic phase.
- Existing conditions hydrologic and hydraulic modeling.
- Update hydraulic model to reflect design profile, recommendations for profile modifications to accommodate drainage needs, model iterations.
- Evaluate parallel and off-corridor channel needs and finalize size/shape for design.

3.3.2 Plan Production

- Provide drainage area map showing time of concentration routes, curve numbers calculated as per the Drainage Criteria Manual (DCM) for each drainage area, drainage area denoted in acres, and all necessary points of interest labeled.
- Provide hydrologic and hydraulic data sheets showing the necessary calculations and assumptions.
- Provide a drainage easement/channel grading plan for each drainage easement/channel proposed.
- Provide culvert layout plans, profiles, and supporting details.
- Provide erosion control plans, details, and SWPPP.
- Provide depth of flow indications for the 100-year design storm within ROW and any corresponding finished floor elevations.
- Provide cut-fill plan where roadway embankment is placed within the limits of a playa lake.

- Provide drainage technical specifications for erosion control methods and any off-site earthwork.
- Coordinate drainage needs such as the required curb and gutter profiles, parallel channel profiles, low-water crossings, and culvert crossings.
- Evaluate impact of the TCP phasing on corridor drainage and provide phased plan to address interim drainage issues, if needed.

3.4. Utilities - Public

3.4.1 Water and Sewer

- Adjustments to existing water valves, fire hydrants and manholes will be specified in the plans. Engineer will prepare special utility details to clarify intent of design (if needed).

3.4.2 Compile applicable standard City details.

3.5. Traffic

3.5.1 Traffic Signals

- Engineer will design a full traffic signal system at the intersection of Upland Avenue and 114th Street, consisting of signal poles, mast arms, pedestrian poles, controller boxes, conduit and ground boxes.
- All signal design is to be coordinated with the City Traffic Engineering Department.

3.6. ITS

3.6.1 Engineer will design and install conduit, cable, and ground boxes for ITS connections of traffic signals.

3.7. Traffic Control Plans

3.7.1 Engineer will develop construction sequence plan showing:

- Travel lanes and construction area for each phase of construction.
- Temporary signing and striping, barricades, and other channelization devices.
- Narrative of the sequence of work.
- Public utilities construction phasing (if needed).
- Adjacent property access during construction.

3.7.2 Develop typical TCP typical sections showing lane widths, edge conditions, channelization and proposed construction area.

3.7.3 Develop TCP typical intersection staging plans for similar intersections. Develop custom intersection staging layouts for special conditions.

3.7.4 Develop TCP typical driveway staging plans for similar driveways. Develop custom driveway staging layouts for special conditions.

3.7.5 Prepare traffic control details to clarify intent of design.

3.7.6 Compile applicable TxDOT standard details. Modify standard details as needed.

3.8. Illumination

3.8.1 Design of pavement illumination systems to provide lighting levels in accordance with applicable local codes and Illuminating Engineering Society of North America (IESNA) recommended practices.

3.8.2 Prepare a photometric layout and perform one iteration of the photometric layout based on the City's review.

3.8.3 Prepare illumination construction plans for inclusion in the civil construction documents. The illumination plans will consist of light pole location data, foundation details, conduit routing, conductor sizing, and electrical service locations.

3.8.4 Provide supporting calculations.

3.8.5 Provide technical specifications for the light poles and fixtures.

3.8.6 Coordinate with local electric service providers for electrical service locations.

3.8.7 Schedule and conduct two (2) meetings with LP&L and/or SPEC and the City to discuss design of the illumination system. Engineer will work to locate overhead utilities such that standard 30, 40' or 50' illumination poles can be installed without conflict with overhead utilities.

3.9. Interim Design Submittal (60%) Deliverables.

3.9.1 Submit up to six (6) 11" x 17" paper copies of the 60% PS&E (with PDF file) to the City and TxDOT for review and comment.

3.9.2 This submittal will provide assurance that project scope is addressing project issues and will allow for design changes with sufficient lead time for minor revisions. Deliverables to be provided with this submittal consist of:

- Typical Sections (100%)
- Title Sheet (100%)
- Index of Sheets (75%)
- Construction Phasing (100%)
- Traffic Control Plan (75%)
- Plan & Profile Sheets (90%)
- Intersection Layouts (75%)
- Hydraulic Analysis (100%)
- Storm Water Routing Map sheets (75%)
- Culvert Layouts (75%)
- Drainage Channel Grading Plans (75%)
- Drainage Details (90%)
- SW3P (75%)
- EPIC Sheet (100%)
- Utility Details (95%)
- Signing and Striping Layouts (75%)
- Illumination, ITS and Signal Layouts (75%)
- Quantities and Summary Sheets (60%)
- Updated Estimate

3.10. Final Design Submittal (95%) Deliverables.

3.10.1 Submit up to six (6) 11" x 17" paper copies of the 95% PS&E (with PDF file) to the City and TxDOT for review and comment.

3.10.2 This submittal should be essentially complete except for revisions found during review. Deliverables to be provided with this submittal consist of:

- All deliverables required in the 60% submittal completed with review comments addressed.
- General Notes (limit discussion to issues of importance, not spelling errors, etc.).
- TxDOT Connect Estimate.
- Specification List.
- Triple Zero for utility adjustments.
- Form 1002 PS&E Submission.
- Form 2229 Significant Project Procedures.
- Construction Timeline.
- Speed Zone Request.

3.11. Final Design Submittal (Bid Set) Deliverables

3.11.1 Submit up to six (6) 11" x 17" paper copies of the Final PS&E (with PDF file) to the City and TxDOT.

3.11.2 Submittal will be complete except for addressing final comments, if any.

3.11.3 Engineer will submit an electronic PS&E file submission as required by TxDOT, consisting of electronically sealed plan sheets and all supporting documents required for bidding.

3.12. Post Bid Submittal Deliverables

3.12.1 Engineer will submit up to ten (10) 11" x 17" sets of plans after the project's bid opening.

3.12.2 Submit one (1) PDF electronic copy of the plan set, specifications, and any addenda after the project's bid opening.

4. Bid Phase Support

4.1. Engineer will support TxDOT during the bid phase to address and respond to questions from prospective bidders.

4.2. Engineer will prepare and submit addenda changes that are necessitated by questions during the bid phase.

4.3. Engineer will incorporate addenda changes into the Final Plan Set.

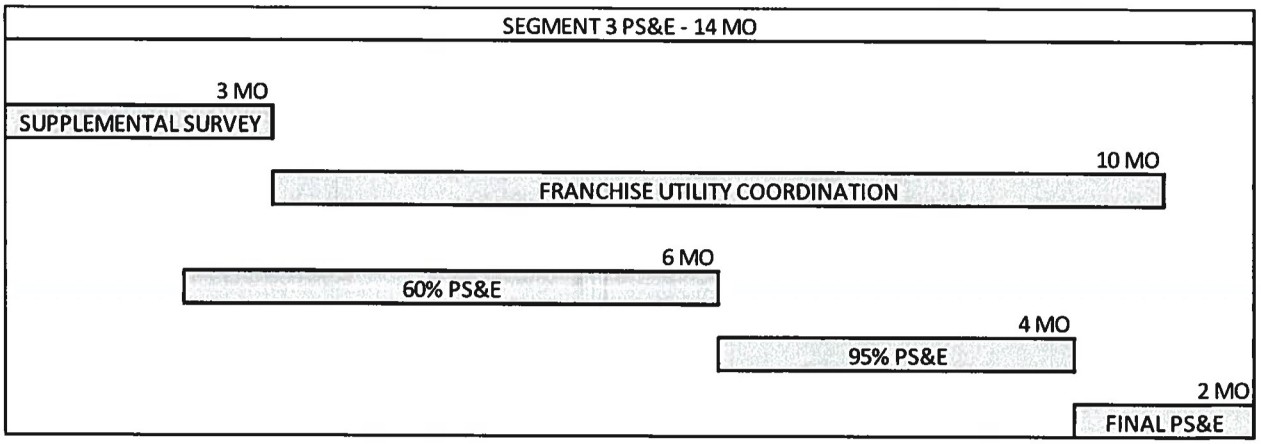
5. **Additional Services**

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:

- Construction phase services.
- Construction staking.
- Design of any offsite drainage improvements beyond the improvements identified in the scope.
- Existing water or sanitary sewer relocations.
- Proposed water or sanitary sewer installations.
- Landscape design.
- Irrigation design.
- Design of structural retaining walls.
- Preparation for and attendance at public meetings.
- Assist the City as an expert witness in litigation about the project or in hearings before approving and regulatory agencies.
- Redesign to reflect project scope changes requested by the City or TxDOT, required to address changed conditions or change in direction previously approved by the City or TxDOT, mandated by changing governmental laws, or necessitated by the City or TxDOT's acceptance of substitutions proposed by the contractor.

TIME OF COMPLETION

Engineer is authorized to commence work on the Project upon execution of a mutually acceptable contract and agrees to complete the services according to the following schedule beginning at the date of notice to proceed.



Upland Avenue Amendment #3
Fee Proposal Summary

SEGMENT 3

Final Design (PS&E) for Segment 3 - 98th Street to 114th Street (1 mile) - STATE AND LOCAL PARTICIPATION				
Task	Task Description	KHA	HRA	Subtotal
1	Supplemental Survey	$ 3,800.00	$ 15,000.00	$ 18,800.00
2	Franchise Utility Coordination	$ 69,600.00	$ 10,000.00	$ 79,600.00
3	Final Roadway and H&H Design	$ 445,135.00	$ 77,365.00	$ 522,500.00
4	Bid Phase Support	$ 6,300.00	$ 2,800.00	$ 9,100.00
	Subtotals	$ 524,835.00	$ 105,165.00	
	PHASE 3 TOTAL			$ 630,000.00

Amendment #3 Total **$ 630,000.00**

The Engineer will not exceed the total maximum labor fee shown above without authorization from the City. Individual task amounts are provided for budgeting purposes only. The Engineer reserves the right to reallocate amounts among tasks as necessary. Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, travel, and other direct expenses will be billed at 1.15 times cost. A percentage of Engineer labor fee (4.6%) will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage.

Resolution No. 2021-R0057
Item No. 7.6
February 23, 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. 2 to Contract No. 14034 between the City of Lubbock and Kimley-Horn and Associates, Inc. for professional services for the design of Upland Avenue Paving Improvements between 66th Street and 114th Street. 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 February 23, 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 #2 Agrmt-14034-KHA-Upland Paving
02.08.21

Amendment 2
To Agreement Between
The City of Lubbock, TX
and
Kimley-Horn and Associates, Inc.

THIS IS THE SECOND AMENDMENT TO THE AGREEMENT dated and entered into on the 23rd day of August 2018, Contract No. 14034, by and between the City of Lubbock ("City") and Kimley-Horn and Associates, Inc. ("Engineer").

Engineer is providing professional construction phase services for the design of Upland Avenue Paving Improvements between 66th Street and 114th Street.

The City and Engineer now desire to enlarge the scope of services in this Agreement to provide for an archeological survey in compliance with the Texas Natural Resources Code, Chapter 191, the Antiquities Code of Texas (ACT). The scope of services for the additional survey are as set forth in Exhibit "A" and incorporated herein. The cost of said services shall not exceed fifteen thousand two hundred dollars and NO/100 ($15,200.00). The contract shall be extended for, and Engineer shall complete the services in Exhibit "A" within, sixty (60) days.

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

IN WITNESS HEREOF, the parties have executed this Agreement as of this 23rd day of February 2021.

CITY OF LUBBOCK

DANIEL M. POPE, Mayor

Kimley-Horn and Associates, Inc.

Eric Z. Smith, Assistant Secretary

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Michael G. Keenum, P.E., 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

EXHIBIT A
SERVICES TO BE PROVIDED BY SUBCONSULTANT
FOR 66th DRAINAGE IMPROVEMENTS
From Playa Lake 100 to Playa Lake 039A
For CITY OF LUBBOCK (CITY)

Project Description

This proposal is to conduct an archeological resource survey in advance of the City of Lubbock's channel and drainage improvements along US 62/82 and 66th Street in Lubbock, Texas. The proposed project is intended to drain overflow surface water from roadways and surrounding neighborhoods. Construction will entail excavation and expansion within two natural playa lakes, connected by a lined drainage channel running for a distance of approximately 6,500 feet along US 62/82. A new approximately 19-acre detention basin will be constructed around the playa lake located at 66th Street. The total Area of Potential Effect (APE) comprises 29.6 acres. However, at least 9 acres of the APE will occur along previously disturbed lots and along US 62/82. The project is being sponsored by the City of Lubbock and will take place on city-owned easements. Therefore, it is subject to the Antiquities Code of Texas (ACT).

Scope of Services

Prior to survey, Subconsultant will coordinate with the Texas Historical Commission to develop a scope and permit application for the field survey. The work plan will include the results of desktop research that may be relevant to assessing previous landscape modifications, and potential for significant archeological resources in the project area.

Once the THC issues a permit, Subconsultant will conduct an archeological field survey for all portions within the project area with potential to contain intact archeological resources. Soil and geologic maps suggest that the project area generally has low potential for deeply buried intact archeological deposits. Therefore, the survey will involve visual inspection and shovel testing but no backhoe trenching. Shovel testing will conform to the minimum standards outlined by the Council of Texas Archeologists' (CTA) and will involve two shovel tests per acre within the project area. Although the APE is 29.6 acres, it is estimated that shovel testing is warranted on only 20 acres of the APE, at the location of the two natural playa lakes. Subconsultant anticipates excavating up to 40 shovel tests in support of the project.

Previously disturbed areas will be photographed, and investigators will make notes about them. Additional shovel tests would be excavated to further characterize and delineate sites within project area should any be encountered. Shovel test locations will be recorded with a hand-held GPS, all soil from tests will be screened for artifacts, and all tests will be backfilled upon completion. Archeologists will photograph conditions, make notes, and photograph any artifacts within the shovel tests. No artifacts will be collected.

Archeological sites will be defined at the PI's discretion, and site recording will involve up to six additional shovel tests to assess them for eligibility as State Antiquities Landmarks (SAL). For a project in this location and of this size, Subconsultant estimates recording not more than two archeological sites. Following field survey, site forms, if any, will be submitted to TARL for trinomials. Artifacts found in the field will not be collected, but will be photographed and inventoried, then returned to their original location.

Subconsultant will prepare a draft archeological survey report that will summarize cultural background data, previous investigations, current investigation findings, and regulatory recommendations. This report will be submitted electronically for review to the City of Lubbock, revised according to that review. Following draft final revision, Subconsultant will submit the report to the THC for regulatory review and concurrence with findings. Once a final draft has been approved, Subconsultant will prepare and submit final reports, notes, and photographs for curation at a federally recognized facility.

- Subconsultant estimates survey of the APE will require up to 40 shovel tests.
- Formal SAL-eligibility testing or mitigation is not included in this scope of work.
- Rights of Entry to private properties will be obtained by others prior to commencement of the survey.
- This project would not involve any federal permits, easements, or notifications that would trigger Section 106 consultation and review.

Schedule

Subconsultant can begin working on developing the permit within five days of receiving written notice-to-proceed (NTP), along with shape files or projects plans depicting limits of proposed ROW and anticipates a duration of up to 60 days to complete field work and finalize report.

Compensation

Task	Task Description	KHA	FNI	Subtotal
1	Project Management		$3,255	$3,255
2	Archeological Resource Survey		$11,945	$11,945
	Subtotals		$15,200	$15,200
	Upland Ave Amendment 2 Total			**$15,200**

Resolution No. 2019-R0444
Item No. 7.9
December 3, 2019

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 Agreement No. 14034 for professional construction phase services for the design of Upland Avenue Paving Improvements between 66th Street and 114th Street, by and between the City of Lubbock and Kimley-Horn and Associates, Inc., 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 December 3, 2019.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

for JM

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES.Amendment 1 to Agreement 14034
November 13, 2019

Resolution No. 2019-R0444

Amendment 1
To Agreement Between
The City of Lubbock, TX
and
Kimley-Horn and Associates, Inc.

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT dated and entered into on the 23rd day of August 2018, Contract No. 14034, by and between the City of Lubbock ("City") and Kimley-Horn and Associates, Inc. ("Engineer").

Engineer is providing professional construction phase services for the design of Upland Avenue Paving Improvements between 66th Street and 114th Street.

The City and Engineer now desire to enlarge the scope of services in this Agreement to provide for the final design services of Upland Avenue Paving from 66th Street to 98th Street, as set forth in Exhibit "A" and incorporated herein. The cost of said services shall not exceed two million one hundred ninety-seven thousand one hundred and eighty five dollars and NO/100 ($2,197,185.00). The contract shall be extended for, and Engineer shall complete the services in Exhibit "A" within, thirty (30) months.

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

IN WITNESS HEREOF, the parties have executed this Agreement as of this 3rd day of December 2019.

CITY OF LUBBOCK

DANIEL M. POPE, Mayor

Kimley-Horn and Associates, Inc.

Eric Z. Smith, Assistant Secretary

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

John Turpin, P.E.,
Assistant City Engineer/Capital Projects and Design

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

EXHIBIT A
SERVICES TO BE PROVIDED BY THE ENGINEER
FOR UPLAND AVENUE
Phase 2 - From 66th Street to 82nd Street
CITY OF LUBBOCK

PROJECT DESCRIPTION

The proposed project is on Upland Avenue (Upland) and consists of reconstructing and widening the existing 2-lane roadway to 5-lanes within the proposed limits. The intersection of Upland at US 62-82 and the Lubbock & Western Railroad (L&WRR) has recently been reconstructed by the Texas Department of Transportation (TxDOT). This intersection is excluded from the contract, except for changes that are necessary to tie the intersection to the improved section of Upland Avenue. The excluded portion of Upland extends from just north of the L&WRR to the south edge of the US 62-82 Eastbound Frontage Road.

The project will include right-of-way (ROW) and easement mapping, ROW appraisal and acquisition services, utility coordination and utility conflict resolution, and plans, specifications and estimates (PS&E). All aspects of this scope, including PS&E, ROW mapping, and ROW acquisition will be developed according to standards established by TxDOT and the Federal Highway Administration (FHWA) to meet eligibility requirements for state and federal funding.

The project will be designed and billed in such a way as to separate elements that are eligible to receive both State and Local Participation from elements that are only eligible for Local Participation.

1. **Right of Way Mapping and Acquisition**
   - 1.1. Proposed Right-of-Way and Easements – all Right-of-way (ROW) documents will be prepared to comply with the Texas Department of Transportation (TxDOT) ROW Manual. Acquisition procedure will comply with TxDOT and Federal Highway Administration guidelines and policies.
     - 1.1.1 The ENGINEER will prepare proposed right-of-way / easement base map. Maps shall be contained on standard size plan sheets (22"x34") at a scale not smaller than 1" = 30', shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
       - Summary sheet listing all parcels to be acquired, property owners, gross area of property, square footage and type of easements, net area of property after acquisition, a column for volume and page of filing, and current volume and page
       - Corners of all parcels tied to the centerline
       - Location of property pins
       - Parcel number
       - Area required

- Area remaining
- Current owner
- Any existing platted easements or easements filed by separate instrument including easements provided by utility companies

1.2 Right of Way Services

1.2.1 The ENGINEER shall perform the following ROW services in support of the City of Lubbock and TxDOT to acquire the needed property to construct the proposed roadway improvements. These services will be performed to comply with TxDOT and Federal Highway Administration rules and procedures for ROW acquisition.

- Schedule and coordinate property appraisals.
- Obtain Title Reports for each parcel to determine proper owner for negotiations.
- Conduct appraisals on up to 53 parcels to determine fair market value of properties to establish fair market value for either fee title acquisition of roadway right-of-way or for the purchase of a roadway and/or drainage easement.
- Negotiate with property owners on behalf of City of Lubbock and TxDOT for purchase of roadway and/or drainage easements on up to 26 parcels.
- Obtain final approval from City of Lubbock and TxDOT prior to making offers and prior to making final agreement in negotiations.
- Deliver properly executed documents to the City of Lubbock.

1.2.2 Prepare right of way and easement instruments (Up to 53 parcels anticipated)

1.2.3 Individual parcel exhibits shall be on 8 ½"x11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:

- Parcel number
- Area required
- Area remaining
- Legal description
- Current owner
- Easements locatable in the public record.
- All physical features
- Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.

2. Franchise Utility Coordination/Relocations

2.1. Final Design Coordination:

2.1.1 At PS&E start up, send project notice to all Franchise Utilities via registered certified mail to provide project limits and schedule for construction.

2.1.2 Data Collection and Research

- Update and maintain database of existing franchise utility representatives, including representative contact information (email, mailing address, phone, etc.)

- Prepare PS&E exhibit that indicates franchise utility locations based upon SUE

2.1.3 Coordinate utility relocation assignments and schedule

- Schedule six (6) monthly coordination meetings with franchise utility companies. These meetings will be held for engaging franchise utility companies, to identify potential utility conflicts, and to coordinate the scheduling of relocating conflicting utilities.
- ENGINEER will work with franchise utilities to develop relocation plans to be prepared by the utility companies and initiated prior to letting.
- ENGINEER will monitor and verify relocations. ENGINEER will survey locations and depths of relocated utilities to verify utilities are placed in the recommended locations. Anticipate up to twelve (12) site visits for confirmation.

3. Final Roadway and H&H Design (66th to 82nd)

3.1. Design (PS&E) Project Management

3.1.1 Progress and Review Meetings:

- Schedule, prepare for, attend, and document one (1) PS&E Kickoff Meeting, four (4) Progress Meetings and two (2) Review Meetings to monitor the development of the project.
  - PS&E Kickoff Meeting – ENGINEER will use the Final Approved Schematic as the 30% PS&E design to be discussed at Kickoff.
  - Progress Meetings will be held to discuss design issues and progress of plan production.
  - Review Meetings will be conducted (one (1) at 60% and one (1) at 95% PS&E Submittal).

3.1.2 Site Visits - Attend up to ten (10) site visits during the final design phase to take photos, field measurements, and a plans-in-hand walk-through

3.1.3 Coordinate with subconsultants

3.1.4 Prepare and e-mail monthly progress reports to City.

3.1.5 QA/QC

- ENGINEER will perform an internal review prior to all submittals (60% and 95%) in accordance with quality assurance standards established for this project. QA/QC comments will be collected from each internal reviewer, documented, and comments addressed prior to each plan submittal to the City
- City review comments will be documented and addressed after each review meeting. ENGINEER will create a "Comment Log" in spreadsheet format, documenting the comment and the action taken to resolve the comment.

3.1.6 Project Administration

- Prepare project correspondence and invoicing documents

3.2. Roadway Design (PS&E)

3.2.1 Start with approved schematic

3.2.2 Prepare plan / profile sheets on 11" x 17" plan sheets at a scale of 1" = 100' horizontal, and 1" = 10' vertical.

- Include the following items in addition to those included in the preliminary design submittal:
  - Proposed easement locations (if any)
  - Proposed sidewalk locations
  - Proposed residential and commercial driveways
  - Horizontal Alignment Data
  - Traffic Control Phasing layouts
  - Pavement marking layouts
  - Erosion control plans
  - Barrier free ramps
  - Demolition plan
  - Intersection layouts
  - Small sign summary
  - Standard design details
  - TxDOT standards

3.2.3 Analyze all driveways within the project and develop driveway profiles as needed. Driveways will typically be defined vertically by spot elevations.

3.2.4 For side street reconstruction more than 100-ft beyond the main street right-of-way, prepare a plan / profile of the side street improvements. Otherwise, the side street improvements will be defined vertically by spot elevations.

3.2.5 Develop design cross-sections

- Develop on 50-ft station intervals and at driveway centerlines
- Show pavement and subgrade, right-of-way limits, side slopes, pavement cross slopes, curbs, and sidewalks
- Cross-sections will not be provided in the bid documents but will be made available to prospective bidders

3.2.6 Prepare roadway details to clarify intent of design

3.2.7 Compile applicable City standard details. Modify standard details as needed.

3.2.8 Pavement Markers and Marking Plans

- Prepare pavement markers and marking layouts in accordance with City design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)
- Prepare details to clarify intent of design
- Compile applicable City standard details. Modify standard details as needed.
- Signing layout and design will not be provided
- List the signs on the TxDOT standard summary sheets together with totals for each mount type.

3.3. Drainage (PS&E)

3.3.1 Plan Production

- Provide Drainage Area Map complete with time of concentration routes, curve numbers calculated as per the Drainage Criteria Manual (DCM) for each drainage area, drainage area denoted in acres, and all necessary points of interest labeled
- Provide hydrologic and hydraulic data sheets showing the necessary calculations and assumptions
- Provide a drainage easement/channel grading plan for each drainage easement/channel proposed
- Provide erosion control plans, details, and SWPPP
- Provide depth of flow indications for the 100-year design storm within ROW and any corresponding finished floor elevations
- Provide cut-fill plan where roadway embankment is placed within the limits of a playa lake
- Prepare a Floodplain Development Permit
- Provide drainage technical specifications for erosion control methods and any off-site earthwork
- Evaluate impact of the TCP on surrounding drainage and provide interim drainage plan, if needed.

3.4. Utilities - Public

3.4.1 Water and Sewer

- Adjustments to existing water valves and manholes will be specified in the plans. ENGINEER will prepare special utility details to clarify intent of design (if needed)

3.4.2 Compile applicable standard details. Modify standard details as needed.

3.5. Traffic

3.5.1 Traffic Signals

- ENGINEER will design adjustments to existing traffic signals that are determined to conflict with proposed roadway improvements. This could include relocation of signal pole(s), ground box(es), controller cabinet, ped pole(s), and/or conduits and cables.
- ENGINEER will design a full traffic signal system at the intersection of Upland and 66th Street, a full HAWK signal near the intersection of Upland Ave and 73rd Street, both including signal poles, mast arms, pedestrian poles, controller boxes, conduit and ground boxes.
- ENGINEER will install Pedestrian Poles for existing traffic signals which are not in compliance with current TDLR requirements.
- All signal design is to be coordinated with the City of Lubbock Traffic Engineering Department.

3.6. ITS

3.6.1 ENGINEER will design and install conduit, cable and ground boxes for ITS connections of traffic signals

3.7. Traffic Control Plans

3.7.1 ENGINEER will develop construction sequence plan showing:

- Travel lanes and construction area for each phase of construction
- Temporary signing and striping, barricades, and other channelization devices
- Narrative of the sequence of work
- Public utilities construction phasing (if needed)
- Adjacent property access during construction

3.7.2 Develop typical TCP cross sections showing lane widths, edge conditions, channelization and proposed construction area

3.7.3 Develop TCP typical intersection staging plans for similar intersections. Develop custom intersection staging layouts for special conditions.

3.7.4 Develop TCP typical driveway staging plans for similar driveways. Develop custom driveway staging layouts for special conditions.

3.7.5 Prepare traffic control details to clarify intent of design

3.7.6 Compile applicable City standard details. Modify standard details as needed.

3.8. Illumination

3.8.1 Design of pavement illumination systems to provide lighting levels in accordance with applicable local codes and Illuminating Engineering Society of North America (IESNA) recommended practices.

3.8.2 Prepare a photometric layout and perform one iteration of the photometric layout based on the City's review.

3.8.3 Prepare illumination construction plans as needed for inclusion in the civil construction documents. The illumination plans will include light pole location data, foundation details, conduit routing, conductor sizing, and electrical service locations.

3.8.4 Provide supporting calculations

3.8.5 Provide technical specifications for the light poles and fixtures.

3.8.6 Coordinate with local electric service providers for electrical service locations

3.8.7 Schedule and conduct two (2) meetings with LP&L and/or SPEC and the City to discuss design of the illumination system. ENGINEER will work to locate overhead utilities such that standard 30, 40' or 50' illumination poles can be installed without conflict with overhead utilities.

3.9. Interim Design Submittal (60%) Deliverables

3.9.1 Submit six (6) 11" x 17" paper copies of the 60% PS&E (with PDF file) to the City and TxDOT for review and comment.

3.9.2 This submittal will provide assurance that project scope is addressing project issues, and will allow for design changes with sufficient lead time for minor revisions. Deliverables to be provided with this submittal include:

- Typical Sections (100%)
- Title Sheet (100%)
- Index of Sheets (75%)
- Construction Phasing (100%)
- Traffic Control Plan (75%)
- Plan & Profile Sheets (90%)

- Intersection Layouts (75%)
- Hydraulic Analysis (100%)
- Drainage Details (90%)
- SW3P (75%)
- EPIC Sheet (100%)
- Utility Layouts (95%)
- Signing and Striping Layouts (75%)
- Illumination, ITS and Signal Layouts (75%)
- Quantities and Summary Sheets (60%)
- Updated Estimate

3.10. Final Design Submittal (95%) Deliverables

3.10.1 Submit six (6) 11" x 17" paper copies of the 95% PS&E (with PDF file) to the City and TxDOT for review and comment.

3.10.2 This submittal should be essentially complete except for revisions found during review. Deliverables to be provided with this submittal include:

- All deliverables required in the 60% submittal completed
- General Notes (limit discussion to issues of importance, not spelling errors, etc.)
- DCIS Estimate
- Specification List
- Triple Zero for utility adjustments
- Form 1002 PS&E Submission
- Form 2229 Significant Project Procedures
- Construction Timeline
- Speed Zone Request

3.11. Final Design Submittal (Bid Set) Deliverables

3.11.1 ENGINEER will submit an electronic PS&E file submission as required by TxDOT, to include electronically sealed plan sheets and all supporting documents required for bidding.

3.12. Post Bid Submittal Deliverables

3.12.1 ENGINEER will submit ten (10) 11" x 17" sets of plans after the project's bid opening.

3.12.2 Submit one (1) PDF electronic copy of the plan set and specifications, including addenda, on DVD after the project's bid opening.

4. Bid Phase Support

4.1. ENGINEER will support TxDOT during the bid phase to address and respond to questions from prospective bidders.

4.2. ENGINEER will prepare and submit addenda changes that are necessitated by questions during the bid phase.

4.3. ENGINEER will incorporate addenda changes into the Final Plan Set.

5. Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:

5.1. Construction staking
5.2. Design of any offsite drainage improvements beyond the improvements identified in the scope
5.3. Existing water or sanitary sewer relocations
5.4. Proposed water or sanitary sewer installations
5.5. Landscape design
5.6. Irrigation design
5.7. Construction Contract Administration
5.8. Design of structural retaining walls
5.9. Preparation for and attendance at public meetings beyond what was identified in the scope
5.10. Furnish additional copies of review documents and/or bid documents more than the number of the same identified above
5.11. Assist the City as an expert witness in litigation about the project or in hearings before approving and regulatory agencies
5.12. Redesign to reflect project scope changes requested by the City or TxDOT, required to address changed conditions or change in direction previously approved by the City or TxDOT, mandated by changing governmental laws, or necessitated by the City or TxDOT's acceptance of substitutions proposed by the contractor

TIME OF COMPLETION

Consultant and Subconsultants are authorized to commence work on the Project upon execution of a mutually acceptable contract and agrees to complete the services according to the following schedule and based on TxDOT Letting date of January 2022:

ROW Mapping and Acquisition	19 months
Franchise Utility Coordination and Relocation Verification	19 months
Final Roadway and H&H Design (66th to 82nd)	22 months
Bid Phase Support	2 months

COMPENSATION

PHASE 2

Right of Way Acquistion - 66th to 114th Street (3 miles) - 100% LOCAL PARTICIPATION						
Task	Task Description	KHA	FNI	HRA	Rios Group	Subtotal
1	Right of Way Acquistion (53 parcels approx)			$ 687,600.00		$ 687,600.00
Final Design (PS&E) for Segment 1 - 66th Street to 82nd Street (1 mile) - STATE AND LOCAL PARTICIPATION						
2	Franchise Utility Coordination/Relocations	$ 61,800.00		$ 15,000.00		$ 76,800.00
3	Final Roadway and H&H Design (66th to 82nd)	$ 391,400.00	$ 180,000.00			$ 571,400.00
4	Bid Phase Support	$ 6,500.00	$ 5,000.00			$ 11,500.00
	Subtotals	$ 459,700.00	$ 185,000.00	$ 15,000.00	$ -	$ 659,700.00
	PHASE 2 TOTAL					**$ 1,347,300.00**

EXHIBIT A
SERVICES TO BE PROVIDED BY KIMLEY-HORN (CONSULTANT) AND SUBCONSULTANT
FOR 66th DRAINAGE IMPROVEMENTS
From Playa Lake 100 to Playa Lake 039A
For CITY OF LUBBOCK (CITY)

Project Description

This proposal is for design of playa excavation to Playa 100 and channel improvements for Playa 100 overflow near 66th Street, from Playa 100 west of Upland east along Marsha Sharp Freeway to Playa 039A. The Federal Emergency Management Agency (FEMA) floodplain map shows that the subject area has a defined floodplain noted as Zone AE on the FIRM. These improvements are needed to reduce playa overflow within allowable flow depths at the 66th & Upland intersection and provide conveyance to Playa 039A. Subconsultant will use the ICPR model from the Upland Avenue project as the basis for our existing conditions model.

Subconsultant will model and design excavation to Playa 100 to reduce overflow, a proposed channel section, culvert crossings, and prepare design plans, specifications, and a cost opinion for the proposed improvements. Subconsultant will prepare and submit a LOMR, provide basic FEMA coordination, upon request by the City.

The work to be performed by Consultant and Subconsultants shall consist of providing project management and engineering services for the development of Plans, Specifications, Estimate (PS&E), hydrologic and hydraulic (H&H) analysis, utility coordination, drainage easement mapping (Survey) and public involvement, via Meeting with Affected Property Owners (MAPO).

SCOPE OF SERVICES

1. ***Project Management***

Project Kickoff, Review Meetings and Pre-Bid Meeting:

- Schedule, prepare for, attend, and document a Project Kickoff Meeting and Review Meetings for the project.
  - Project Kickoff Meeting (one (1) meeting)
  - Review Meetings (two (2) review meetings at 30% and 90% PS&E Submittal)
  - City review comments will be documented and addressed after each review meeting. Subconsultant will create a "Comment Log" in spreadsheet format, documenting the comment and the action taken to resolve the comment.
  - Pre-Bid Meeting (one (1) meeting)

Site Visits - Attend up to two (2) site visits to take photos, video, field measurements, and a plans-in-hand walk through.

Subconsultant and External Coordination

- Survey, SUE (QL-B)
- Franchise Utilities
  - Subconsultant will provide Utility Conflict Matrix and coordinate with the franchise utilities if any relocations are required.
  - Notify the City if any relocations will be required and coordinate with franchise utilities on their relocation plans.
  - Perform utility relocation verification (up to two (2) site visits)

QA/QC

- QA/QC reviews at 30%, 90% and 100% submittals
- Respond to comments after 30% and 90% review periods

Project Administration

- Prepare project correspondence
- Prepare invoicing documents
- Prepare and email monthly progress reports to Project Team (City and Consultant Team)

2. *Data Collection*

Subconsultant will obtain all available data from the Lubbock Master Drainage Plan and FEMA, including the current effective model for this watershed.

Subconsultant will assemble and review data such as aerial photographs, USGS topographic maps, National Wetlands Inventory (NWI) maps, the USGS National Hydrography Dataset (NHD), and soils data within the area of the proposed project areas. Subconsultant will review project plans that identify the proposed construction area and other relevant documents that will help develop an understanding of the proposed project activities.

3. *Subsurface Utility Engineering*

The scope will include Quality Level (QL) B Subsurface Utility Engineering (SUE) Investigation, which is inclusive of (QL)C & D. (QL) A will be conducted if authorized by the City as an additional service to be negotiated separately. The Subconsultant shall obtain information on existing utilities from utility owners and shall identify and evaluate known existing and proposed public and private utilities. The Subconsultant shall identify potential conflicts and attempt to minimize the potential adverse utility impacts in the preparation of the plans. The subconsultant shall prepare a base map depicting the utility locations.

- Utility investigations, both subsurface and above ground, will be prepared in accordance with ASCE C-1 38-02 and according to the Utility Quality Levels as described below:
  - Utility Quality Levels are defined in cumulative order (least to greatest) as follows:
  - Quality Level D - Existing Records: Utilities are plotted from review of available existing records. Level D is included in this scope of work.
  - Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D, a new schematic or plan layout shall be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along existing intersecting roadways. Level C is included in this scope of work.
  - Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to

produce Quality Level B. If there are variances in the designated work area of Level D, a new schematic or plan layout shall be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along existing intersecting roadways. Level B is included in this scope of work.

- Quality Level A – is not included in this scope but can be added as an additional service if authorized by the City.

- The Subconsultant shall compile "As Built" information from plans, plats and other location data as provided by the utility owners. A color-coded composite utility facility plan with utility owner names, quality levels and line sizes shall be prepared and delivered. It is understood by the Consultant and Subconsultants that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". Above ground appurtenance locations collected as part of the topographic survey will be included in the deliverable to the City. This information shall be provided in the latest version of Micro Station or GeoPak used by the City or the State.
- Deliverables:
  - The electronic file will be delivered on CD or DVD.
  - A hard copy will be signed, sealed, and dated by the Subconsultant.

4. ***Survey***

Existing Boundary Survey

- Subconsultant will develop an existing boundary survey and existing topographic data within the limits of this project to develop an engineering design for the drainage from Playa Lake 0100 to 59th Street.

  - Data Collection and Property Research – Subconsultant will collect available data to determine the boundary locations and owner information for all adjacent properties within the project limits.
  - Design Survey
    - The limits of the survey along 66th Street will extend from the railroad property to no more than 1800' west of Upland Avenue. The limits of the survey in Pine Grove Estates will be limited to the 120' drainage easement on the southeast side of the subdivision abutting the railroad property. The survey will include the right-of-way or easement width.
    - The following areas shall also be surveyed:
      - Sufficient cross sections north of 59th Street to get to Playa Lake 0039A.
      - Topographic survey in and around Playa Lake 0100 to determine overflow and approximate cross sections.
    - Use existing Upland Avenue control monuments with horizontal state plane coordinates (NAD 83) and vertical control coordinates on NAVD 88.

- Perform a field survey to identify and locate existing topographic elements within the roadway corridor including, but not limited to the following:
    - Evidence of property boundary locations adjacent to the corridor.
    - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
    - Driveways (including material)
    - Alleys (including material)
    - Existing culvert sizes and invert elevations
    - Existing driveways and swales
    - Visible utilities including; manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, water well features, other public utilities, and franchise utilities
    - Traffic signal poles, cabinets, and other signal equipment
    - Signs (excluding temporary signs)
    - Trees, larger than 6" caliper
    - Buildings and permanent structures
    - Retaining walls
    - Fence/Wall limits and material types (excluding temporary fences)
    - Other applicable physical features that could impact design
- Prepare a final topographic drawing in digital format (including contours and break lines) showing the features located in the field, an ASCII coordinate file of the points
  located in the field, and a hard copy of the coordinates and feature descriptions

Existing Right of Way Data

- Provide ROW Base Map
    - The right of way base map will be incorporated into the plans, and will include the following information:
        - Parcels and easements with current recording information
        - Current property owner
        - Any existing platted easements or easements filed by separate instrument including easements provided by utility companies
        - Corners of adjacent parcels tied to the section line

5. *Public Involvement*

Subconsultant will conduct a meeting with affected and/or adjacent property owners to explain the scope of the project. Project specifics will be presented to property owners at the meeting. Consultant will retain a record of the meeting, including summary of the meeting, who conducted the meeting, attendees, and correspondence. Records will be forwarded to the City's delegate when requested.

6. *Environmental Coordination*

Subconsultant's environmental scientists will conduct a site visit to make observations within the proposed project area to document existing environmental conditions and assess potential project impacts. During the site visit, Subconsultant will document the site conditions and assess the potential habitat for T/E species at the project site, which will allow us to assess the potential effect of the project

on T/E species. The presence and locations of potential waters of the U.S., including wetlands, and vegetation cover types will be identified within the proposed project area.

- Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advanced consultation with the Texas Historical Commission (THC) according to Section 191.0525(d) of the Antiquities Code of Texas. Furthermore, the U.S. Army Corps of Engineers (USACE) requires cultural resources consideration if a project with impacts to waters of the U.S. has the potential to affect historic properties. If the proposed project would trigger either of these conditions, then Subconsultant will draft a consultation letter to the THC for City's review and comment. Subconsultant will incorporate City's comments and submit the consultation letter to the THC. Any follow up studies requested by the THC are not included in this scope of services but can be provided upon written authorization.

- Subconsultant will prepare a memorandum documenting the site visit findings and provide an opinion on the potential project effects on T/E species and potential Section 404 permitting requirements. Other Federal and State environmental regulations applicable to the proposed project will also be summarized. Subconsultant will recommend what, if any, additional studies or coordination with resource agencies is required or recommended.

7. *Drainage Analysis and Design*

- *ICPR Analysis*

    - Subconsultant will consult previously-completed hydrologic analyses from the Lubbock Master Drainage Plan, effective FEMA model, and Upland Avenue Schematic Phase design model.
    - Subconsultant will utilize City of Lubbock GIS data and Future Land Use Plan to obtain existing and fully developed conditions hydrology through the study limits. The as-built conditions hydrology will be submitted to FEMA as part of the LOMR.

        - *Duplicate Effective model and Corrective Effective Model*

            - Subconsultant will execute effective floodplain models on in-house computers to duplicate results published in the FIS.
            - Subconsultant will evaluate the model for errors within the project limits. These errors will be corrected if possible and the resulting corrected effective floodplain models will be compared to the FIS to ensure the project models tie into the effective models.
            - Based on the above data, Subconsultant will complete duplicate effective and corrective effective models and include:
                - Water Surface Profile Plots
                - Cross Section Plots
                - Floodplain Delineation
                - ICPR Computer Models

        - *Proposed Condition Hydraulic Analysis*

            - Subconsultant will modify existing condition cross-sections and add new ones as necessary to develop a proposed hydraulic model of the revised conditions through the project limits. Subconsultant will modify bridge and culvert information where

necessary through the study limits.

- Subconsultant will develop a proposed condition hydraulic computer analysis of the above conditions and compare the results to the existing condition flood levels and velocities to determine if there are any increases in 100-year flood levels or erosive velocities. Subconsultant will insure the project ties into the effective profile.
- Based on the above data Subconsultant will complete:
  - Water Surface Profile Plots
  - Cross Section Plots
  - Floodplain Delineation
  - Computer printouts of hydraulic models

Playa and Channel Design

Design of Playa 100 excavation and the 66th Street channel, from Playa 100 to the channel discharge into Playa 039A. Design of a natural channel will tie to proposed culvert at 66th Street and Upland Avenue. Design will evaluate existing culverts at 66th Street & MSF and near 50th Street & MSF for potential to remain in place and will include design of replacement structures, if required by proposed channel.

Preliminary Design Phase (30%)

- Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- Based on the information contained in the preliminary design documents, submit an opinion of probable construction cost.
- Provide design submittal at 30% design milestone. The Conceptual Design Package shall include the following:
  - Cover Sheet
  - Horizontal Control and Project Layout
  - Drainage Area Map (*based on watershed study*)
  - Drainage Calculations
  - Channel Plan and Profile
  - Channel Typical Sections
- Furnish two (2) 11"x17" printed copies and one (1) electronic copy (.pdf format) of the above preliminary design documents and present and review them with City.
- Meet with City to review submittal.

Final Design (90%)

- Receive and incorporate City's comments. Upon approval of the Preliminary plans, prepare construction plans as follows:
  - Cover sheet
  - General notes, legend, key plan
  - Horizontal control sheet with any required easements or rights-of-way shown
  - Demolition Sheet
  - Drainage Area Map
  - Drainage calculations
  - Channel Plan and Profile
  - Culvert Layouts
  - Grading plan, including approximate quantities of earthmoving

- Channel Cross Sections
- Drainage details or typical sections
- Channel Details
- Utility Conflict Matrix
- Final Design of the four Water and one Sewer crossing adjustments
- Erosion Control Sheet

- Provide cut-fill plan for proposed Playa 100 excavation and where roadway embankment is placed within the limits of a playa lake
- Prepare a Floodplain Development Permit
- Submit a final design opinion of probable construction cost.
- 90% design package will consist of four (4) copies of half size (11"x17"), one (1) copy of the 90% estimate of probable construction cost, and PDF copy of the above items.
- Meet with City to review submittal.

Final Construction Documents (100%)

- Following a 90% construction plan review meeting with the City, Subconsultant shall submit Final Plans (100%) to the City per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the Engineer registered in State of Texas.
- Final design package will consist of four (4) copies of half size (11"x17"), one (1) copy of the 100% estimate of probable construction cost, and PDF copy of the above items.

Utility Adjustment/Modification Design

- Perform initial review of water and wastewater utility potential conflicts and fatal flaw analysis. Document results in technical memo.
- Provide Utility Adjustment Modification sheets and details for water and wastewater crossing at both the 30 and 90% submittals with conflicts identified through coordination with Water Utilities Department. The Scope includes the following:
  - One Total waterline crossings; unknown sizes and depths,
  - One Total Sewer crossing and associated manhole adjustment of up 300 LF
  - Associated City Standard Detail Sheets,
  - Review of City Project/Material Technical Specification for Water and Sewer related items.

8. ***Bid Phase Support***

- Provide technical assistance with questions and plan revisions as needed.
- Attend the pre-bid conference in support of the City. Assumes the project will be bid only once.

ADDITIONAL SERVICES

The following services are beyond the scope of basic services described in the tasks above. However, Consultant and/or Subconsultants can provide these services, if needed, upon the City's request. Such services will require an additional fee and adjustment to the project schedule to be negotiated with the City.

A. Report and FEMA Forms Preparation

- Complete necessary FEMA MT-2 forms for inclusion in LOMR submittal. Subconsultant will submit to the City for review and concurrence.
- Prepare two (2) draft copies of the report for City review explaining the methodologies and results of the study and containing appropriate charts, graphs, plots, exhibits and printouts to describe the study. Subconsultant will receive City comments and incorporate into the final submittal.
- Prepare four (4) copies of the final report (FEMA, Community, two (2) for City explaining the methodologies and results of the study and containing appropriate charts, graphs, plots, exhibits and printouts to describe the study.

B. *FEMA Coordination*

Provide up to forty (40) hours coordination with FEMA and the Community to provide technical information in support of the report.

C. Survey

Out of scope services include setting/surveying control monumentation, collecting additional finished floor elevations, topo of playa lake 0039A and land acquisition services.

D. Environmental Permitting and Coordination

1. Identify the area of impact to waters of the U.S. based on the extent of the proposed project; and a list of potential USACE 404 permit options.
2. Detailed delineation of complex wetland boundaries.
3. Preparation of a 404-permit application, including pre-construction notification for a Nationwide Permit, request for authorization under regional general permit or letter of permission procedure, or preparation of an individual permit application form, such as USACE ENG FORM 4345.
4. Consultation in writing, by telephone, or in person with the USACE or other regulatory agencies.
5. Surveying of the project area or water body by a Registered Public Land Surveyor or using Geographic Positioning System technology.
6. Preparation of a compensatory mitigation plan.

E. Construction Phase Services

Consultant and/or Subconsultants can provide construction assistance service at the request of the City. Such service may include, but not limited to field visits, change orders, review of shop drawings, and plan revisions and will be negotiated separate from this Agreement.

BASIS OF PROPOSAL

Stipulations

The following stipulations apply to the scope of services of this proposal:

1. This contract is specific to the floodplain analyses across the subject property, non-floodplain analyses or design of on-site flows. Closed pipe systems and detention systems are not included unless specifically stated in the contract.
2. Texas Commission on Environmental Quality Approvals or Water Impoundment Permits are not included.
3. Additional services relating to unpermitted fill, hazardous waste, and any other environmental consideration are not included.
4. Review fees of any kind from city, state, federal or other sources will be paid by the City and are not included in this proposal.
5. Environmental Protection Agency or other agency approvals or submittals not specified in the above scope of services are not included.
6. Additional designs not specifically addressed in this scope of services are not included.
7. As-Built survey or certification for FEMA submittals is not included.
8. Court appearance, deposition or any other involvement in litigation is not included.
9. The existing floodplain analysis is based on existing watershed conditions. As the watershed develops the runoff increases and the floodplain widths and depths will also increase. Even ultimate land use studies may have future floodplain widths wider than determined due to a change of land use of the watershed, loss of valley storage, and other development. The City understands and agrees that Consultant and Subconsultant are not responsible for future floodplain expansions that may require the property to purchase flood insurance or the resulting flood damages.
10. Preparation of special exhibits or public meeting materials on behalf of the City.

TIME OF COMPLETION

Consultant and Subconsultants are authorized to commence work on the Project upon execution of a mutually acceptable contract and agrees to complete the services according to the following schedule:

Watershed Analysis and H&H Modeling	2 months
Channel Design and Bid Phase	8 months
Report, Construction Alignment, and LOMR Preparation	8 weeks
Project Management and Regulatory Agency Coordination	18 months

COMPENSATION

66th STREET DRAINAGE

Final Design (PS&E) - 66th Street Drainage - 100% LOCAL PARTICIPATION						
Task	Task Description	KHA	FNI	HRA	Rios Group	Subtotal
1	Project Management	$ 18,000.00	$ 12,000.00			$ 30,000.00
2	Data Collection		$ 4,000.00			$ 4,000.00
3	Subsurface Utility Engineering				$ 14,100.00	$ 14,100.00
4	Survey			$ 47,500.00		$ 47,500.00
5	Public Involvement		$ 10,000.00			$ 10,000.00
6	Environmental Coordination		$ 14,000.00			$ 14,000.00
7	Drainage Analysis and Design		$ 197,800.00			$ 197,800.00
8	Bid Phase Support		$ 8,700.00			$ 8,700.00
	Subtotals	$ 18,000.00	$ 246,500.00	$ 47,500.00	$ 14,100.00	$ 326,100.00
	66th STREET DRAINAGE TOTAL					$ 326,100.00

EXHIBIT A
SERVICES TO BE PROVIDED BY THE ENGINEER
FOR UPLAND AVENUE
Phase 3 - From 82nd Street to 98th Street
CITY OF LUBBOCK

PROJECT DESCRIPTION

The proposed project is on Upland Avenue (Upland) and work will consist of preparation of construction Plans, Specifications and Estimates (PS&E) for the reconstruction and widening from 2-lane to 5-lanes within the proposed limits including all associated drainage improvements. The project will include utility coordination and utility conflict resolution, roadway and drainage design and development of construction plans, specifications and estimates (PS&E). All aspects of this scope, will be developed according to the process and standards established by TxDOT for State letting and construction oversight.

1. **Franchise Utility Coordination/Relocations**
   - 1.1. Final Design Coordination:
     - 1.1.1 At PS&E start up, send project notice to all Franchise Utilities via registered certified mail to provide project limits and schedule for construction.
     - 1.1.2 Data Collection and Research
       - Update and maintain database of existing franchise utility representatives contacts (email, mailing address, phone, etc.)
       - Prepare exhibit that indicates existing franchise utility locations based upon SUE
     - 1.1.3 Coordinate with utility companies on required relocations
       - Schedule four (4) coordination meetings with franchise utility companies. These meetings will be held for engaging franchise utility companies, to identify potential utility conflicts and keep them apprised of the relocation deadline (to be completed prior to letting).
       - ENGINEER will coordinate with franchise utilities to review relocation plans prepared by the utility companies.
       - ENGINEER will monitor and verify relocations.
       - ENGINEER will survey locations and depths of relocated utilities to verify utilities are placed in the recommended locations. Anticipate up to four (4) site visits for confirmation.

2. **Final Roadway and H&H Design (82nd to 98th)**
   - 2.1. Design (PS&E) Project Management
     - 2.1.1 Progress and Review Meetings:
       - Schedule, prepare for, attend, and document one (1) PS&E Kickoff Meeting, four (4) Progress Meetings and two (2) Review Meetings to monitor the development of the project.

- PS&E Kickoff Meeting – ENGINEER will use the Final Approved Schematic as the 30% PS&E design to be discussed at Kickoff.
- Progress Meetings will be held to discuss design issues and progress of plan production.
- Review Meetings will be conducted (one (1) at 60% and one (1) at 95% PS&E Submittal).

2.1.2 Site Visits - Attend up to five (5) site visits during the final design phase to take photos, field measurements, and a plans-in-hand walk-through

2.1.3 Coordinate with subconsultants

2.1.4 QA/QC

- ENGINEER will perform an internal review prior to all submittals (60% and 95%) in accordance with quality assurance standards established for this project. QA/QC comments will be collected from each internal reviewer, documented, and comments addressed prior to each plan submittal to the City
- City review comments will be documented and addressed after each review meeting. ENGINEER will create a "Comment Log" in spreadsheet format, documenting the comment and the action taken to resolve the comment.

2.1.5 Project Administration

- Prepare and send monthly invoices and project progress reports

2.2. Roadway Design (PS&E)

2.2.1 Start with approved schematic

2.2.2 Prepare plan / profile sheets on 11" x 17" plan sheets at a scale of 1" = 100' horizontal, and 1" = 10' vertical.

- Include the following items in addition to those included in the preliminary design submittal:
  - Demolition plan
  - Existing ROW and Easements
  - Horizontal Alignment Data
  - Proposed pavement, curb and gutter including horizontal and vertical alignments and superelevation detail
  - Proposed sidewalk and ADA ramps
  - Intersection layouts
  - Proposed residential and commercial driveway details
  - Culvert layout
  - Parallel channel grading detail
  - Pavement marking layouts
  - Erosion control plans
  - Traffic Control Phasing layouts
  - Small sign summary
  - Applicable standard City design details
  - Applicable TxDOT standard details

2.2.3 Analyze all driveways within the project and develop driveway profiles as needed. Driveways will typically be defined vertically by spot elevations on intersection layouts.

2.2.4 For side street reconstruction more than 100-ft beyond the main street right-of-way, prepare a plan / profile sheet of the side street improvements. Otherwise, the side street improvements will be defined vertically by spot elevations.

2.2.5 Develop design cross-sections

- Develop on 50-ft station intervals and at driveway centerlines
- Show pavement and subgrade, right-of-way limits, side slopes, pavement cross slopes, curbs, and sidewalks
- Cross-sections will not be provided in the bid documents but will be made available to prospective bidders for their information only.

2.2.6 Prepare roadway details to clarify intent of design

2.2.7 Compile applicable City standard details. Modify standard details as needed.

2.2.8 Pavement Markers and Marking Plans

- Prepare signing and pavement marking layouts in accordance with City design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)
- Prepare details to clarify intent of design
- Modify standard details as needed.
- List the signs on the TxDOT standard summary sheets together with totals for each mount type.
- Provide erosion control plans with appropriate BMP's locations and details

2.3. Drainage (PS&E)

2.3.1 Modeling

- Verify hydrologic and hydraulic modeling from Schematic phase
- Evaluate parallel channel needs and finalize size/shape for design
- Evaluate crossing culverts at 98th Street intersection

2.3.2 Plan Production

- Provide Drainage Area Map complete with time of concentration routes, curve numbers calculated as per the Drainage Criteria Manual (DCM) for each drainage area, drainage area denoted in acres, and all necessary points of interest labeled
- Provide hydrologic and hydraulic data sheets showing the necessary calculations and assumptions
- Provide depth of flow indications for the 100-year design storm within ROW and any corresponding finished floor elevations
- Coordinate drainage needs such as the required curb and gutter profiles, parallel channel profiles, low-water crossings, and culvert crossings
- Evaluate impact of the TCP phasing on corridor drainage and provide phased plan to address interim drainage issues, if needed.
- Provide a drainage easement/channel grading plan for drainage channels
- Provide Culvert Layout sheet for proposed cross culvert at intersection of 98th Street and Upland Avenue

- Provide culvert details for proposed driveway culverts

2.4. Utilities - Public

2.4.1 Water and Sewer

- Adjustments to existing water valves and manholes will be specified in the plans. ENGINEER will prepare special utility details to clarify intent of design (if needed)

2.5. Traffic

2.5.1 Traffic Signals

- ENGINEER will design a full traffic signal system at the intersection of Upland and 98th Street including signal poles, mast arms, pedestrian poles, controller boxes, conduit and ground boxes.
- All signal design is to be coordinated with the City of Lubbock Traffic Engineering Department.

2.6. ITS

2.6.1 ENGINEER will design and install conduit, cable and ground boxes for ITS connections of traffic signals

2.7. Illumination

2.7.1 Design of pavement illumination systems to provide lighting levels in accordance with applicable local codes and Illuminating Engineering Society of North America (IESNA) recommended practices.

2.7.2 Prepare a photometric layout and perform one iteration of the photometric layout based on the City's review.

2.7.3 Prepare illumination construction plans for inclusion in the construction documents. The illumination plans will include light pole location, foundation details, conduit routing, conductor sizing, and electrical service locations.

2.7.4 Provide supporting calculations

2.7.5 Coordinate with local electric service providers for electrical service locations

2.7.6 Schedule and conduct two (2) meetings with South Plains Electric Coop and the City to discuss design of the roadway illumination system. ENGINEER will work to locate overhead utilities such that standard 30, 40' or 50' height illumination poles can be installed without conflicting with overhead utilities.

2.7.7 Provide standard TxDOT/City Standard details as applicable.

2.8. Traffic Control Plans

2.8.1 ENGINEER will develop construction sequence plan showing:

- Narrative of the sequence of work
- Travel lanes and construction area for each phase of construction
- Temporary signing and striping, barricades, and other channelization devices
- Detour layouts if necessary
- Adjacent property access during construction

2.8.2 Develop TCP typical intersection staging plans for similar intersections. Develop custom intersection staging layouts for special conditions.

2.8.3 Develop TCP typical driveway staging plans for similar driveways. Develop custom driveway staging layouts for special conditions.

2.8.4 Prepare traffic control details to clarify intent of design

2.8.5 Provide standard TxDOT TCP details. Modify standard details as needed.

2.9. Interim Design Submittal (60%) Deliverables

2.9.1 Submit six (6) 11" x 17" paper copies of the 60% PS&E (with PDF file) to the City and TxDOT for review and comment.

2.9.2 This submittal will provide assurance that project scope is addressing project issues, and will allow for design changes with sufficient lead time for minor revisions. Deliverables to be provided with this submittal include:

- Typical Sections (100%)
- Title Sheet (100%)
- Index of Sheets (75%)
- Construction Phasing (75%)
- Traffic Control Plan (75%)
- Plan & Profile Sheets (90%)
- Intersection Layouts (75%)
- Hydraulic Analysis (100%)
- Drainage Details (90%)
- Erosion Control Layouts (75%)
- EPIC Sheet (100%)
- Signing and Striping Layouts (75%)
- Illumination, ITS and Signal Layouts (75%)
- Quantities and Summary Sheets (60%)
- Updated Estimate (60%)

2.10. Final Design Submittal (95%) Deliverables

2.10.1 Submit six (6) 11" x 17" paper copies of the 95% PS&E (with PDF file) to the City and TxDOT for review and comment.

2.10.2 This submittal should be essentially complete except for revisions found during review. Deliverables to be provided with this submittal include:

- All deliverables required in the 60% submittal completed
- General Notes (limit discussion to issues of importance, not spelling errors, etc.)
- DCIS Estimate
- Specification List
- Triple Zero for utility adjustments
- Form 1002 PS&E Submission
- Form 2229 Significant Project Procedures
- Construction Timeline

2.11. Final Design Submittal (Bid Set) Deliverables

2.11.1 ENGINEER will submit an electronic PS&E file submission as required by TxDOT, to include electronically sealed plan sheets and all supporting documents required for bidding.

2.12. Post Bid Submittal Deliverables

2.12.1 ENGINEER will submit ten (10) 11" x 17" sets of plans after the project's bid opening.

2.12.2 Submit one (1) PDF electronic copy of the plan set and specifications, including addenda, on DVD after the project's bid opening.

3. Bid Phase Support

3.1. ENGINEER will support TxDOT during the bid phase to address and respond to questions from prospective bidders.

3.2. ENGINEER will prepare and submit addenda changes that are necessitated by questions during the bid phase.

3.3. ENGINEER will incorporate addenda changes into the Final Plan Set and resubmit

4. Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:

4.1. Construction staking

4.2. Design of any offsite drainage improvements beyond the improvements identified herein

4.3. Existing water or sanitary sewer relocation design/coordination

4.4. Proposed water or sanitary sewer design

4.5. Landscape design

4.6. Irrigation design

4.7. Construction Contract Administration

4.8. Design of structural retaining walls

4.9. Preparation for and attendance at public meetings

4.10. Furnish additional hard copies of bid documents more than the number of the same identified above

4.11. Assist the City as an expert witness in litigation about the project or in hearings before approving and regulatory agencies

4.12. Redesign to reflect project scope changes requested by the City or TxDOT, required to address changed conditions or change in direction previously approved by the City or TxDOT, mandated by changing governmental laws, or necessitated by the City or TxDOT's acceptance of substitutions proposed by the contractor

TIME OF COMPLETION

Consultant and Subconsultants are authorized to commence work on the Project upon execution of a mutually acceptable contract and agrees to complete the services according to the following schedule and based on TxDOT Letting date of January 2023:

Franchise Utility Coordination and Relocation Verification	31 months
Final Roadway and H&H Design (82nd to 98th)	34 months
Bid Phase Support	2 months

COMPENSATION

PHASE 3

Final Design (PS&E) for Segment 2 - 82nd Street to 98th Street (1 mile) - STATE AND LOCAL PARTICIPATION						
Task	Task Description	KHA	FNI	HRA	Rios Group	Subtotal
1	Franchise Utility Coordination	$ 54,400.00		$ 15,000.00		$ 69,400.00
2	Final Roadway and H&H Design (82nd to 98th)	$ 357,300.00		$ 88,865.00		$ 446,165.00
3	Bid Phase Support	$ 5,900.00		$ 2,320.00		$ 8,220.00
	Subtotals	$ 417,600.00	$ -	$ 106,185.00	$ -	$ 523,785.00
	PHASE 3 TOTAL					$ 523,785.00

Upland Avenue Amendment #1
Fee Proposal Summary

PHASE 2

Right of Way Acquistion - 66th to 114th Street (3 miles) - 100% LOCAL PARTICIPATION						
Task	Task Description	KHA	FNI	HRA	Rios Group	Subtotal
1	Right of Way Acquistion (53 parcels approx)			$ 687,600.00		$ 687,600.00
Final Design (PS&E) for Segment 1 - 66th Street to 82nd Street (1 mile) - STATE AND LOCAL PARTICIPATION						
2	Franchise Utility Coordination/Relocations	$ 61,800.00		$ 15,000.00		$ 76,800.00
3	Final Roadway and H&H Design (66th to 82nd)	$ 391,400.00	$ 180,000.00			$ 571,400.00
4	Bid Phase Support	$ 6,500.00	$ 5,000.00			$ 11,500.00
	Subtotals	$ 459,700.00	$ 185,000.00	$ 15,000.00	$ -	$ 659,700.00
	PHASE 2 TOTAL					**$ 1,347,300.00**

66th STREET DRAINAGE

Final Design (PS&E) - 66th Street Drainage - 100% LOCAL PARTICIPATION						
Task	Task Description	KHA	FNI	HRA	Rios Group	Subtotal
1	Project Management	$ 18,000.00	$ 12,000.00			$ 30,000.00
2	Data Collection		$ 4,000.00			$ 4,000.00
3	Subsurface Utility Engineering				$ 14,100.00	$ 14,100.00
4	Survey			$ 47,500.00		$ 47,500.00
5	Public Involvement		$ 10,000.00			$ 10,000.00
6	Environmental Coordination		$ 14,000.00			$ 14,000.00
7	Drainage Analysis and Design		$ 197,800.00			$ 197,800.00
8	Bid Phase Support		$ 8,700.00			$ 8,700.00
	Subtotals	$ 18,000.00	$ 246,500.00	$ 47,500.00	$ 14,100.00	$ 326,100.00
	66th STREET DRAINAGE TOTAL					**$ 326,100.00**

PHASE 3

Final Design (PS&E) for Segment 2 - 82nd Street to 98th Street (1 mile) - STATE AND LOCAL PARTICIPATION						
Task	Task Description	KHA	FNI	HRA	Rios Group	Subtotal
1	Franchise Utility Coordination	$ 54,400.00		$ 15,000.00		$ 69,400.00
2	Final Roadway and H&H Design (82nd to 98th)	$ 357,300.00		$ 88,865.00		$ 446,165.00
3	Bid Phase Support	$ 5,900.00		$ 2,320.00		$ 8,220.00
	Subtotals	$ 417,600.00	$ -	$ 106,185.00	$ -	$ 523,785.00
	PHASE 3 TOTAL					**$ 523,785.00**

Amendment #1 Total	$2,197,185.00

Resolution No. 2018-R0262
Item No. 6.11
August 23, 2018

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 Contract No. 14034 for Engineering Services for the design of Upland Avenue paving improvements between 66th Street and 114th Street, by and between the City of Lubbock and Kimley-Horn and Associates, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on August 23, 2018.

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.PSC-14034 Kimley-Horn
8.03.18

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 14034 is entered into this ___ day of August, 2018, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Kimley-Horn and Associates Inc., (the" Engineer"), a North Carolina corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for the design of Upland Avenue Paving Improvements between 66th Street and 114th Street, (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 $1,180,00.00, 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. 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: $1,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

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:

Kimley-Horn and Associates, Inc.

Kerry Miller, P.E.
4411 98th Street, Suite 300
Lubbock, Texas 79424
Telephone: (806) 686-1086
Facsimile: (972) 239-3820

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

John Turpin, P.E.
City of Lubbock
P.O. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: (806) 775-2342

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. No Boycott of Israel. The Engineer warrants that it complies with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that:

(1) The Engineer does not boycott Israel; and

(2) The Engineer will not boycott Israel during the term of the Agreement.

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

APPROVED AS TO CONTENT:

John Turpin, P.E., Assistant City Engineer/Capital Projects and Design

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Firm

Kimley-Horn and Associates, Inc.

By: _____

Eric Z. Smith, Assistant Secretary

EXHIBIT A
SERVICES TO BE PROVIDED BY THE ENGINEER
FOR UPLAND AVENUE
From 66th Street to 114th Street
CITY OF LUBBOCK

PROJECT DESCRIPTION

The work to be performed by the ENGINEER shall consist of providing preliminary engineering services for the development of a schematic, environmental studies and technical reports in support of the schematic work, and public involvement for the project. After the project receives environmental and schematic approval from the Texas Department of Transportation, the ENGINEER will provide engineering services for the development of plans, specifications, estimate, utility relocation, right of way mapping and acquisition services.

The proposed project is on Upland Avenue (Upland) and consists of reconstructing and widening the existing 2-lane roadway to 5-lanes within the proposed limits. The intersection of Upland at US 62-82 and the Lubbock & Western Railroad (L&WRR) has recently been reconstructed by the Texas Department of Transportation (TxDOT). This intersection is excluded from the contract, except for changes that are necessary to tie the intersection to the improved section of Upland Avenue. The excluded portion of Upland extends from just north of the L&WRR to the south edge of the US 62-82 Eastbound Frontage Road.

The project will include field survey, geotechnical investigation, pavement design, subsurface utility engineering (SUE), schematic, preliminary and final drainage design, environmental documentation, public involvement, utility coordination and utility conflict resolution, right-of-way (ROW) and easement determination, ROW and easement mapping, ROW appraisal and acquisition services, and plans, specifications and estimates (PS&E). All aspects of this scope, including the environmental documentation, schematic, PS&E, ROW mapping, and ROW acquisition will be developed according to standards established by TxDOT and the Federal Highway Administration (FHWA) to meet eligibility requirements for state and federal funding.

The project will be designed and billed in such a way as to separate elements that are eligible to receive both State and Local Participation from elements that are only eligible for Local Participation.

1. **Environmental Documentation**
   - 1.1 Anticipated Document Type and General Scope Requirements
     Since the project scope anticipates the acquisition of less than five (5) acres of ROW **per mile** of roadway and no commercial or residential displacements, this scope of services is based upon the intended goal of pursuing and receiving an **Environmental Assessment** developed to TxDOT/FHWA standards. For this project, the ENGINEER shall:
     - 1.1.1 Provide services in accordance with the State's latest practices, criteria, specifications, policies, procedures and Environmental Compliance Toolkits.

Documents shall be sufficient to satisfy the current Environmental Compliance Toolkits available from the State as of the Notice to Proceed date of this contract. Any TxDOT/FHWA modifications to the Environmental Compliance Toolkits guidance subsequent to the Notice to Proceed may require a request for Additional Services to address the new Environmental Compliance Toolkit guidance.

1.1.2 Incorporate environmental data into identification of alternatives.

1.1.3 Notify the City and State of its schedule, in advance, for field activities.

1.1.4 When specified, seek right of entry from public or private land owners to perform environmental services. Right of entry permission shall be written and signed by the land owner. Develop letters or other materials for seeking right of entry. Letters or other materials seeking right of entry shall not be distributed without prior approval of the City. Letters or other materials seeking right of entry shall contain explicit reference to the kinds of activities for which right of entry is requested and an indication of the impacts (if any) that will result from performance of environmental services.

1.1.5 Notify the City and State as soon as practical, by phone and in writing, if performance of environmental services discloses the presence or likely presence of significant impacts (in accord with 40 Code of Federal Regulations (CFR) 1500-1508). Inform the City and the State of the basis for concluding that there are significant impacts and the basis for concluding that the impacts may require mitigation.

1.1.6 Notify the City and the State as soon as practical, by phone and in writing, if performance of environmental services results in identification of impacts or a level of controversy that may elevate the Transportation Activity's status from an environmental assessment, and the State will reassess the appropriate level of documentation.

1.2 Environmental Documentation Requirements

1.2.1 Each environmental service provided by the ENGINEER shall have a deliverable. Deliverables shall summarize the methods used for the environmental services, and shall summarize the results achieved. The summary of results shall be sufficiently detailed to provide satisfactory basis for thorough review by the City, State, FHWA, and (where applicable) agencies with regulatory oversight. Deliverables shall meet regulatory requirements for legal sufficiency.

1.2.2 Quality Assurance/Quality Control Review - For each deliverable, the ENGINEER shall perform quality assurance/quality control (QA/QC) reviews of environmental documents and on other supporting environmental documentation to determine whether documents conform with:

- Current Environmental Compliance Toolkits guidance published by the State's Environmental Affairs Division (ENV) and in effect as of the date of receipt of the documents or documentation to be reviewed;
- Current state and federal laws, regulations, policies, guidance, and agreements between the State and other state or federal agencies; and FHWA/American Association of State Highway and Transportation Officials (AASHTO) guidelines contained in "Improving the Quality of Environmental Documents, A Report of the Joint AASHTO/American

Council of Engineering Companies (ACEC) Committee in Cooperation with the Federal Highway Administration" (May 2006) for readability, and use of evidence and data in documents to support conclusions.

- Upon request by the City or the State, the ENGINEER shall provide documentation that the QA/QC reviews were performed by qualified staff.

1.2.3 Deliverables shall contain data acquired during the environmental service. Deliverables shall be written to be understood by the public and must be in accordance with the State's On-Line *Environmental Manual* (August 2004), current Environmental Compliance Toolkits guidance, current guidelines, policies and procedures.

1.2.4 Electronic versions of each deliverable must be written in software which is compatible to the State and must be provided in a changeable format for future use by the State. The ENGINEER shall supplement hard copy deliverables with electronic copies in searchable Adobe Acrobat™ (.pdf) format, unless another format is specified. Each deliverable shall be a single, searchable .pdf file that mirrors the layout and appearance of the physical deliverable. The ENGINEER shall deliver the electronic files on CD-R or CD-RW media in Microsoft Windows format.

1.2.5 Submission of Deliverables:

- Deliverables shall consist of reports of environmental services performed in addition to an Environmental Assessment (EA) document, when applicable.
- The deliverables shall go through an internal quality review before being sent to the City and the State.
- Deliverables must comply with applicable state and federal environmental laws, regulations and procedures.

1.2.6 The ENGINEER will address review comments provided by the City, State, FHWA, and other agencies, and shall revise the deliverable:

- to include any State commitments, findings, agreements, or determinations (e.g., wetlands, endangered species consultation, Section 106, Section 4(f)) required for the Transportation Activity as specified by the State;
- to incorporate the results of public involvement and agency coordination;
- to reflect mitigation measures resulting from comments received or changes in the Transportation Activity;
- include with the revised document a comment response form (matrix) in the format provided by the State.

1.3 Technical Reports:

1.3.1 Definition of technical report for environmental services: a report detailing resource-specific studies identified during the process of gathering data to prepare an environmental document.

1.3.2 Technical reports shall be produced before an environmental document (EA) is prepared to identify issues early in the process. The State will determine which

reports will be necessary for any given project. Technical reports must be provided to the State with sufficient detail and clarity to support environmental determination(s). The environmental document shall reference the technical reports.

1.3.3 Environmental technical reports shall include appropriate National Environmental Policy Act (NEPA) or federal regulatory language in addition to the purpose and methodology used in delivering the service. Technical reports will include sufficient information to determine the significance of impacts. Technical reports are listed below:

- Water Resources Technical Report
  - Water Quality
  - Wetlands (USACE permitting not included in scope)
  - Jurisdictional Waters Determination
- Biological Evaluation Form and Tier I
  - Endangered Species (presence/absence surveys not included in scope)
  - Vegetation and Habitat Survey
- Historic Resources Project Coordination Request and Archeological Background Study
  - Historic (historic resources survey not included in scope)
  - Archeology (archeological survey not included in scope)
- Community Impacts Assessment
  - Air Quality (assumption that no modeling is required)
  - Noise
  - Socioeconomics/Relocations if needed
  - Public Involvement—prepare environmental constraints map for and attend public meeting and public hearing; prepare public involvement summary and response draft document
- Other
  - Hazardous Materials Impact Studies—initial site assessment

1.3.4 Deliverables:

- Draft Technical Reports
- Final Technical Reports

1.4 Public Involvement

1.4.1 A Public Involvement Plan will be developed and submitted to the City for review and approval. The Public Involvement Plan will meet state and federal requirements.

1.4.2 Newsletters

- ENGINEER will prepare four (4) newsletters to provide information to adjacent property owners along the corridor. The newsletters will consist of 8.5" x 11" (bi-fold) or 11" x 17" (tri-fold) mailers and will be developed, printed, folded and mailed by the ENGINEER. One of the newsletters may be used as a Public Meeting notice.

1.4.3 Public Meeting

- Schedule and attend one (1) meeting with the City and State to plan and schedule a Public Meeting.
- ENGINEER will coordinate and reserve the meeting location for one (1) Public Meeting which will be held at a public facility within proximity to the project site, preferably a local school.
- ENGINEER will prepare an official meeting notice for one (1) Public Meeting according to state and federal requirements.
- ENGINEER will coordinate and prepare a mailing list for one (1) Public Meeting. Mailing list will include City and State staff members, elected officials, Frenship ISD officials, and the public. The public mailing list will be developed using the City of Lubbock's GIS database.
- ENGINEER will print and mail notices to addresses within the project area at least two weeks prior to the Public Meeting.
- ENGINEER will prepare and display meeting exhibits, sign-in sheets, handouts, and a Power Point presentation. Displays, handouts, and the PowerPoint presentation will be provided to City and State prior to meeting for review and comment.
- ENGINEER will make a technical presentation and will assist the City in facilitating the Question and Answer segment of the public meeting.
- ENGINEER will take notes of questions and comments made by the public for use in documenting the meeting, and for use in addressing public concerns. A verbatim transcript will not be taken of the public meeting.
- ENGINEER will prepare a Public Meeting Summary Report and submit this report to TxDOT for review and approval.

1.4.4 Public Hearing

- ENGINEER will coordinate with City and State in determining whether to afford the opportunity for a Public Hearing, or to proceed directly to a Public Hearing.
- Schedule and attend one (1) meeting with the City and State to plan and schedule a Public Hearing.
- ENGINEER will coordinate and reserve the Hearing location for one (1) Public Hearing, which will be held at a public facility within proximity to the project site, preferably a local school.
- ENGINEER will prepare an official hearing notice according to state and federal requirements. Once the notice is approved by the State, the ENGINEER will be responsible for publishing the notice in the "Legal Notices" section of the "Lubbock Avalanche Journal" twice prior to the meeting (30-days and 10-days prior to the meeting).
- Using the mailing list developed for use during the Public Meeting, the ENGINEER will update the list and mail notices to announce the Public Hearing.

- ENGINEER will print and mail notices to addresses within the project area at least two weeks prior to the Public Hearing.
- ENGINEER will develop and display Public Hearing exhibits, and will provide sign in sheets, handouts, and a Power Point presentation. Displays, handouts, and PowerPoint presentation will be provided to City and State prior to meeting for review and comment.
- ENGINEER will make a technical presentation at the Public Hearing and will assist the City and State in facilitating the public comment period.
- ENGINEER will coordinate the Court Reporter to attend and take a verbatim transcript of the Public Hearing.
- Public Hearing will be documented and public comments addressed in the environmental documentation.
- ENGINEER will prepare a Public Hearing Summary Report and submit this report to TxDOT for review and approval.

1.4.5 Deliverables

- Public Involvement Plan (Memorandum)
- Draft and Final newsletters
- Public Meeting notice, sign-in sheets, agenda, signs, displays, name tags, comment forms, PowerPoint Presentation, summary.
- Public Hearing notice, sign-in sheets, agenda, signs, displays, name tags, comment forms, Verbatim Transcript, Power Point Presentation, summary.

1.5 Environmental Assessment (EA) Content and Format.

1.5.1 The EA shall meet the requirements of 23 CFR 771.117, and Texas Administrative Code (TAC), Title 43, Part 1, Chapter 2. The EA content shall be in sufficient detail to meet regulatory requirements for legal sufficiency.

1.5.2 The format shall follow the format specified in the SOUs.

1.5.3 The EA shall be a concise document and shall incorporate by reference the detailed environmental studies.

1.5.4 Exhibits to be included in reports or EA shall not exceed 11" by 17," and shall be in color. Text pages shall be 8.5" by 11". Exhibits and text shall be neat and reproducible via photocopying without loss of legibility. The EA document shall be reproduced on plain white paper unless otherwise approved in advance in writing by the State.

1.5.5 Submit to the City and State the number of copies specified of the EA. The review and final copies of the EA shall be delivered to the City and State on computer disk or via e-mail in a searchable PDF format compatible with the State's software. The ENGINEER shall consult with the City and State to identify electronic formats acceptable to each. The ENGINEER understands the State reserves the unlimited right to revise the electronic copy of the EA. The ENGINEER understands the City and the State reserves the unlimited right to produce paper copies of the EA. The following contents are to be provided in the EA:

- A cover sheet which includes the project and project limits, CSJ numbers, county, date (month/year), "Federal Highway Administration and Texas Department of Transportation," "Table of Contents and Appendices," and the title: "Environmental Assessment"
- A detailed statement of need and purpose
- A detailed discussion of the scope of the Transportation Activity (Existing and Proposed Facility, Right of Way, Utilities and Transportation Improvement Program date)
- The EA shall summarize any social, economic, environmental impacts, appropriate mitigation measures, commitments, and incorporate known and foreseeable public and agency concerns
- Public Involvement
- A conclusion with justification that the Transportation Activity qualifies as an EA
- A project location map and typical cross-section
- Correspondence with regulatory agencies
- Pages of any approved applicable transportation plans to demonstrate project consistency with the plans. Transportation plans include: metropolitan planning organization (MPO) long-range metropolitan transportation plan (LRTP or MTP) and Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) for areas not within an MPO jurisdiction.

1.5.6 Deliverables:

- Electronic copy of Preliminary Draft EA for district review
- Eight (8) copies of Draft EA for State review (Prime - 1, City - 2, State - 5)
- Eight (8) copies of Draft EA for FHWA review (Prime - 1, City - 2, State - 5)
- Eight (8) copies of Final EA (Prime - 1, City - 2, State - 5)
- Electronic copy to be provided for each deliverable (PDF and Word)

2. Geotechnical

2.1. Subsurface Exploration

2.1.1 Roadway

- Six (6) roadway cores or test pits adjacent to the roadway (two (2) cores per mile) will be taken to determine the existing typical pavement section. See attached proposed plan of borings for locations.
- Twelve (12) bores will be taken within ditches inside the right-of-way to determine soil type and quality in low spots and playa lakes. Take five (5) bores between 66th and 82nd Streets, three (3) bores between 82nd and 98th Streets, and four (4) bores between 98th and 114th Streets.
- Soil samples will be identified according to test boring number and depth, and a representative portion of each sample will be sealed in a plastic bag to protect against moisture loss. See attached proposed plan of borings for locations.

- Atterberg limits will be performed to determine the engineering properties of the soil.

2.2. Laboratory Services

Samples will be transported to the ENGINEER's laboratory where they will be examined and visually classified by a Geotechnical Engineer using the AASHTO and Unified Soil Classification System (USCS) in general accordance with ASTM D 2488. To aid in classification of the soils and determination of their selected engineering characteristics, a testing program will be conducted on selected samples in general accordance with the following standards:

Laboratory Test	Test Standard
Moisture Content	ASTM D 2216
Atterberg Limits	ASTM D 4318
Percent Passing No. 200 Sieve	ASTM D 1140
California Bearing Ratio (CBR)	ASTM D 1883

2.3. Engineering Services

2.3.1 Laboratory test results will be used to classify the soils according to the AASHTO and Unified Soil Classification System. ENGINEER will perform CBR's on selected samples to aid in the determination of the modulus of subgrade reaction or k-value used in rigid pavement design and the subgrade resilient modulus used on flexible pavement design.

2.3.2 Pavement Design: ENGINEER will analyze the results of the field exploration to provide pavement structure recommendations along with construction guidelines based on the results from the field and laboratory testing and provided traffic data. ENGINEER will prepare one (1) pavement design option for rigid pavement and one (1) pavement design option for flexible pavement.

3. Franchise Utility Coordination

3.1. Preliminary Design Coordination:

3.1.1 At project start up, send project notice to all Franchise Utilities via registered certified mail to provide project limits and schedule for construction.

3.1.2 Data Collection and Research

- Create database of existing franchise utility representatives, including representative contact information (email, mailing address, phone, etc.)
- Prepare exhibit that indicates franchise utility locations based upon SUE
- Coordination with Surveyor regarding topographic information to be collected on utility locations
- Coordinate possible utility conflicts with roadway design team

3.1.3 Franchise Conflicts Evaluation

- Coordinate possible conflicts due to vertical alignment of roadway with SUE for Level "A" data acquisition
- Prepare exhibit indicating franchise utility information based upon vertical information obtained from the Level "A" SUE survey
- Coordinate utility relocation assignments and schedule

3.1.4 Schedule, prepare for, attend and document up to four (4) Franchise Utility Coordination Meetings (one coordination meeting to be held at each of the following milestone submittals: project start-up, 30%, 60% and 100% schematic submittals). Meeting will address known potential conflicts and any future plans to extend franchise utility lines prior to roadway construction

4. Survey

4.1 Survey Data – ENGINEER will develop an existing boundary survey and existing topographic data within the limits of this project to prepare the preliminary schematic and preliminary roadway design.

4.1.1 Data Collection and Property Research – ENGINEER will collect available data to determine the boundary locations and owner information for all adjacent properties within the project limits.

4.1.2 Design Survey

- The limits of the survey along Upland Avenue will extend from north of the 66th Street intersection to south of the 114th Street intersection. The survey will include the proposed right-of-way width of 110' and where subdivisions and structures are encountered adjacent to Upland Avenue, data will be collected a minimum of 20-feet beyond the ROW.
- The following areas shall also be surveyed:
  - Limits of newly constructed intersection at US 62-82 and the L&WRR.
  - Major and Minor Cross Streets - 200-feet east and west of the Upland Avenue centerline at every minor and major cross street, including the US 62-82 westbound and eastbound frontage roads.
  - Finished floor elevations of existing structures adjacent to the right-of-way as needed
  - Flowline and dimensions for channels and culverts constructed to convey runoff across Marsha Sharp Freeway between Playa 100 and Playa 099
- Place control monuments with aluminum caps in concrete. Establish horizontal state plane coordinates (NAD 83) using GPS. Establish vertical control coordinates on NAVD 88. Monuments will be set to accommodate the limits of construction where possible.
- Locate and establish coordinates for adjacent TxDOT and City of Lubbock control monumentation.
- Perform a field survey to identify and locate existing topographic elements within the roadway corridor including, but not limited to the following:
  - Evidence of property boundary locations adjacent to the corridor.
  - Existing pavement, curbs, sidewalks, barrier free ramps, etc.

- Roadway and lane striping along Upland and intersecting streets
- Driveways (including material)
- Parking lots within 50-ft of proposed ROW, including parking stall configuration
- Alleys (including material)
- Existing culvert sizes and invert elevations, including cross sections approaching culvert crossings and headwalls/wingwalls
- Existing driveways and swales
- Visible utilities including: manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, water well features, other public utilities, and franchise utilities
- Traffic signal poles, cabinets, and other signal equipment
- Signs (excluding temporary signs)
- Trees, larger than 6" caliper
- Buildings and permanent structures
- Retaining walls
- Fence/Wall limits and material types (excluding temporary fences)
- Other applicable physical features that could impact design

• Prepare a final topographic drawing in digital format (including contours and break lines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions

• Locate and stake-out Geotechnical bore holes

4.2 Existing Right of Way Data

4.2.1 Provide ROW Base Map

• The right of way base map will be incorporated into the schematic document, and will include the following information:
  - Parcels and easements with current recording information
  - Current property owner
  - Parcel number
  - Any existing platted easements or easements filed by separate instrument including easements provided by utility companies
  - Corners of adjacent parcels tied to the section line
  - Relate ROW to Roadway center line if Section Line differs

5. Subsurface Utility Engineering (SUE) (QL) B

5.1 Utility Data – Franchise Utilities

• The scope will include Quality Level (QL) B Subsurface Utility Engineering (SUE) Investigation, which is inclusive of (QL) D and C. (QL) A will be conducted in the PS&E Phase of Project Development if authorized by the City. The ENGINEER

shall obtain information on existing utilities from utility owners and shall identify and evaluate known existing and proposed public and private utilities. The ENGINEER shall identify potential conflicts and attempt to minimize the potential adverse utility impacts in the preparation of the schematic design. The ENGINEER shall prepare a base map depicting the utility locations.

- Utility investigations, both subsurface and above ground, will be prepared in accordance with ASCE C-1 38-02 and according to the Utility Quality Levels as described below:
  - Utility Quality Levels are defined in cumulative order (least to greatest) as follows:
  - Quality Level D - Existing Records: Utilities are plotted from review of available existing records. Level D is included in this scope of work.
  - Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D, a new schematic or plan layout shall be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along existing intersecting roadways. Level C is included in this scope of work.
  - Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D, a new schematic or plan layout shall be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along existing intersecting roadways. Level B is included in this scope of work.
  - Quality Level A – will be performed during the PS&E Final Design Phase when authorized by the City.
- The ENGINEER shall compile "As Built" information from plans, plats and other location data as provided by the utility owners. A color-coded composite utility facility plan with utility owner names, quality levels and line sizes shall be prepared and delivered. It is understood by the ENGINEER that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test

hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". Above ground appurtenance locations collected as part of the topographic survey will be included in the deliverable to the City. This information shall be provided in the latest version of Micro Station or GeoPak used by the City or the State.

- Deliverables:
  - The electronic file will be delivered on CD or DVD.
  - A hard copy will be signed, sealed, and dated by the ENGINEER.

6. Preliminary Design (Schematic)

6.1 Project Management

6.1.1 Develop project communication plan

- Conduct progress and design review meetings to monitor the development of the project. During this phase of the project, conduct up to:
  - Six (6) meetings with the City and/or TxDOT regarding project status and coordination issues. The first meeting will be a preliminary design concept conference (DCC).
  - Four (4) design review meetings, one each at the following milestone submittals: 30%, 60%, 90% and 100% schematic submittals.
  - Prepare meeting agendas and distribute minutes
- Coordinate with subconsultants (environmental, drainage, survey, and SUE)
- Prepare and e-mail monthly progress reports to the project team (City and KHA Staff). Note: during periods of ENGINEER inactivity because of submittal reviews, etc., the reports may be suspended.

6.1.2 Develop project production plan

- Develop work plan (identify tasks and subtasks)
- Develop roles and assignments
- Develop schedule and interim milestones

6.1.3 Prepare Design Summary Report (DSR) and update throughout schematic design

6.1.4 Project Administration

- Prepare project correspondence, and invoicing documents.

6.2 Data Collection (City to provide hard copy and electronic format if available)

6.2.1 Roadway Data

- Electronic design files from TxDOT for the US 62-82 interchange.

6.2.2 Drainage Data

- Aerial and LiDAR information
- Existing storm drainage facilities / record drawings
- Existing hydraulic models

6.2.3 Utility Data – Public Utilities – Coordination with SUE subconsultant and collection of the following:

- Existing water line locations / record drawings

- Water master plan requirements
- Existing storm sewer line locations / record drawings
- Storm sewer master plan requirements
- City utility relocation requirements (if applicable)

6.2.4 Traffic

- TxDOT approved traffic counts
  - Obtain current year and 20-year projected ADT volumes from TxDOT Transportation Planning and Programming Division
- ENGINEER will prepare a line diagram and letter of request for the City to submit to TxDOT to request traffic projections.

6.3 Roadway (Schematic)

6.3.1 Prepare Schematic roadway design for the ultimate Type T-1 Thoroughfare (5-lane arterial)

- Prepare typical sections
  - Existing and Proposed
  - Depict subgrade and pavement (use existing City/TxDOT pavement design)
- Prepare preliminary plan and profile (roll plot format). Items to be included:
  - Plan View
    - Control data
    - Existing / proposed right-of-way
    - Existing topography
    - Existing pavement
    - Proposed centerline alignment and horizontal curve data
    - Proposed face of curb
    - Proposed medians (if applicable)
    - Proposed transition pavement tie-ins to existing pavement
    - Proposed storm sewer and culvert alignments and sizes
    - Existing/Proposed traffic signal poles
    - Existing trees to remain (if possible)
    - Existing trees to be removed
    - Existing driveway locations
    - Proposed commercial driveways (proposed residential driveways will be included in the final design)
    - Existing culvert and/or storm drain locations
    - Existing water line locations
    - Existing sanitary sewer line locations

- Existing franchise utility locations (relying upon information provided by franchise utilities and the data collected as part of the SUE)

– Profile View
  - Existing Ground Profile
  - Proposed vertical alignment at proposed center line
  - Proposed vertical alignment at gutter flow line
  - Proposed cross drainage culverts (none anticipated)
  - Superelevation Data

- Prepare Design Cross Sections on 11" x 17" sheets

6.4 Drainage

6.4.1 Compile the hydrological and hydraulic data. Use data from as-built plans and FEMA maps to locate drainage outfall(s) and to determine existing storm sewer and culvert sizes, design flows, and water surface elevations for use in the design of roadway geometry.

6.4.2 Develop the project drainage area map

- Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients as required to calculate design-year flows.
- Subdivide the overall drainage areas into sub-areas and calculate the discharge at each discharge location.
- Determine if storm sewer is required for complex drainage areas.

6.4.3 Develop ICPR Existing and Proposed H&H Model and analyze results

6.4.4 Develop Proposed Roadway Profile to accommodate drainage needs

6.4.5 Analyze drainage improvements required to accommodate the new roadway

6.4.6 Evaluate the adequacy of the ROW needed to accommodate the proposed roadway and drainage system

- Identify the need for and preliminary size of any necessary drainage easements to accommodate the proposed offsite drainage improvements.

6.4.7 Deliverables:

- Draft Technical Memo for Hydraulic Analysis. Identify the impacts to abutting properties and the 100-year floodplain due to proposed roadway improvements, identify the water surface elevations for the 2, 5, 10, 25, 50 and 100-year storm events, identify and locate outfalls, drainage outfall descriptions, provide overall drainage area map, sub-drainage area map, storm water detention facilities, and provide a drainage study report identifying the results of the study. The drainage report, signed and sealed by a professional engineer, shall include applicable hydrologic and hydraulic models such as HEC-RAS, HEC-HMS, ICPR, and other applicable models.

- Final Technical Memo for Hydraulic Analysis. If requested, the Engineer shall prepare a Final Drainage Study in accordance with the State's Hydraulic Design Manual, District criteria, and any specific guidance provided by the State. The Engineer shall not evaluate the adequacy of the existing drainage structures as part of the Basic Services.

6.5 Utilities

6.5.1 Public and Franchise Utilities

- Graphically designate on the schematic the location of existing utilities based upon information provided by the City and SUE survey information.
- Identify public utility conflicts with proposed roadway

6.5.2 Public Utilities Design

- Establish the location of existing public utilities based upon information provided by the City and field survey information

6.6 Traffic

6.6.1 Indicate existing and proposed traffic volumes on the schematic document.

6.6.2 Traffic Signals – indicate on the schematic the intersections which warrant existing or future traffic signals.

6.6.3 Traffic Control Plan – ENGINEER will develop a conceptual traffic control plan to determine how the project will be phased and constructed to provide access to adjacent properties during construction.

6.7 Design Exceptions and Waivers

6.7.1 We do not anticipate the need for any design exception or waivers. If any are required, we will provide them as Additional Services if authorized by the City of Lubbock.

6.8 Construction Cost Projection (Or Opinion of Probable Cost)

6.8.1 Perform quantity takeoff and develop construction cost projection

6.8.2 Evaluate both municipal and TxDOT bid tabulations for current trends in unit prices

6.9 QA/QC milestone review for all deliverables in the Preliminary Design Phase

6.10 Schematic Deliverables (roll plot) – The final (100% complete) schematic will be finished to a level of detail that is equivalent to a 30% complete PS&E plan set – but in roll plot format.

6.10.1 Submit a PDF copy of the schematic to the City and TxDOT for review and comment at 30% schematic completion

6.10.2 Address City and TxDOT comments from 30% review and submit a "Comment and Response Matrix" with submittal of 60% schematic.

6.10.3 Submit a PDF copy of the schematic to the City and TxDOT for review and comment at 60% schematic completion

6.10.4 Address City and TxDOT comments from 60% review and submit a "Comment and Response Matrix" with submittal of 95% schematic.

6.10.5 Submit a PDF copy of the schematic to the City and TxDOT for review and comment at 95% schematic completion

6.10.6 Address City and TxDOT comments from 95% submittal and submit a "Comment and Response Matrix" with submittal of the 100% schematic.

6.10.7 Submit a PDF copy and two (2) paper roll plots of the City-approved 100% schematic to the TxDOT Lubbock District for final review and approval.

6.10.8 Conduct 100% schematic review meeting with City and TxDOT to solicit review comments and discuss approach to addressing comments

6.10.9 Address City and TxDOT comments and re-submit FINAL Schematic for approval (if necessary).

6.10.10 City Submittals (30%, 60% and 95%) shall include the following:

- Preliminary roadway alignment (plan and profile)
- Preliminary hydraulic report
- Preliminary design cross sections
- Preliminary opinion of probable construction cost

6.10.11 TxDOT Submittal (100%) shall include the following:

- Schematic Roll Plot document
- Design cross sections
- Preliminary opinion of probable construction cost
- Updated Design Summary Report
- Form 1002, Page 3

UPON RECEIVING WRITTEN APPROVAL OF THE SCHEMATIC DOCUMENT BY THE CITY AND TxDOT, THE ENGINEER WILL PREPARE A LEVEL OF EFFORT TO PERFORM TASK 7 THROUGH TASK 11. THIS LEVEL OF EFFORT WILL BE NEGOTIATED AND AUTHORIZED UNDER A FUTURE AMENDMENT BY COUNCIL ACTION.

The following tasks are necessary to take the approved schematic to full plans, specifications and estimate ready for bidding and construction. Tasks include ROW Mapping and Acquisition, Franchise Utility Coordination and Relocation, Subsurface Utility Coordination (QL A), Final Plans Design (PS&E) and Bid Phase Services.

The level of effort negotiated will include tasks necessary to develop PS&E for a one-mile segment of Upland Avenue from 66th to 82nd Street. The segment will be developed as one package at a time as authorized by Council, as funding becomes available. ROW mapping and Acquisition could include individual one-mile segments or the entire three-mile corridor, depending on available funding and Council direction.

7. Right of Way Mapping and Acquisition

7.1. Proposed Right-of-Way and Easements – all Right-of-way (ROW) documents will be prepared to comply with the Texas Department of Transportation (TxDOT) ROW Manual. Acquisition procedure will comply with TxDOT and Federal Highway Administration guidelines and policies.

7.1.1 The ENGINEER will prepare proposed right-of-way / easement base map. Maps shall be contained on standard size plan sheets (22"x34") at a scale not smaller than 1" = 30', shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:

- Summary sheet listing all parcels to be acquired, property owners, gross area of property, square footage and type of easements, net area of property after acquisition, a column for volume and page of filing, and current volume and page
- Corners of all parcels tied to the centerline
- Location of property pins
- Parcel number
- Area required
- Area remaining
- Current owner
- Any existing platted easements or easements filed by separate instrument including easements provided by utility companies

7.2 Right of Way Services

7.2.1 The ENGINEER shall perform the following ROW services in support of the City of Lubbock and TxDOT to acquire the needed property to construct the proposed roadway improvements. These services will be performed to comply with TxDOT and Federal Highway Administration rules and procedures for ROW acquisition.

- Schedule and coordinate property appraisals.

- Obtain Title Reports for each parcel to determine proper owner for negotiations.
- Conduct appraisals on up to 43 parcels to determine fair market value of properties to establish fair market value for either fee title acquisition of roadway right-of-way or for the purchase of a roadway and/or drainage easement.
- Negotiate with property owners on behalf of City of Lubbock and TxDOT for purchase of roadway and/or drainage easements on up to 43 parcels.
- Obtain final approval from City of Lubbock and TxDOT prior to making offers and prior to making final agreement in negotiations.
- Deliver properly executed documents to the City of Lubbock.

7.2.2 Prepare right of way and easement instruments (Up to 43 parcels anticipated)

7.2.3 Individual parcel exhibits shall be on 8 ½"x11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:

- Parcel number
- Area required
- Area remaining
- Legal description
- Current owner
- Easements locatable in the public record.
- All physical features
- Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.

8. Franchise Utility Coordination

8.1. Final Design Coordination:

8.1.1 At PS&E start up, send project notice to all Franchise Utilities via registered certified mail to provide project limits and schedule for construction.

8.1.2 Data Collection and Research

- Update and maintain database of existing franchise utility representatives, including representative contact information (email, mailing address, phone, etc.)
- Prepare PS&E exhibit that indicates franchise utility locations based upon SUE

8.1.3 Franchise Conflicts Evaluation

- Coordinate possible conflicts due to vertical alignment of roadway with SUE for Level "A" data acquisition
- Prepare exhibit indicating franchise utility information based upon vertical information obtained from the Level "A" SUE survey

8.1.4 Coordinate utility relocation assignments and schedule

- Schedule six (6) monthly coordination meetings with franchise utility companies. These meetings will be held for engaging franchise utility

companies, to identify potential utility conflicts, and to coordinate the scheduling of relocating conflicting utilities.

- ENGINEER will work with franchise utilities to develop relocation plans to be prepared by the utility companies and initiated prior to letting.
- ENGINEER will monitor and verify relocations. ENGINEER will survey locations and depths of relocated utilities to verify utilities are placed in the recommended locations. Anticipate up to twenty-four (24) site visits for confirmation.

9. Subsurface Utility Engineering (SUE) – (QL) A

9.1. Utility Data – Franchise Utilities.

- The scope of this project will include Quality Level (QL) A Subsurface Utility Engineering (SUE) Investigation. The ENGINEER shall obtain information on existing utilities from utility owners and shall identify and evaluate known existing and proposed public and private utilities. The ENGINEER shall identify potential conflicts and attempt to minimize the potential adverse utility impacts in the preparation of the schematic design. The ENGINEER shall prepare a base map depicting the utility locations.
- Utility investigations, both subsurface and above ground, will be prepared in accordance with ASCE C-1 38-02 and according to the Utility Quality Levels as described below:
  - Utility Quality Levels are defined in cumulative order (least to greatest) as follows:
  - Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A. Level A is included in this scope of work. The ENGINEER will perform Level A at up to twenty (20) locations within the project site. Locations will be coordinated with City of Lubbock.
- This information shall be provided in the latest version of Micro Station or GeoPak used by the City or the State.
- Deliverables:
  - The electronic file will be delivered on CD or DVD.
  - A hard copy will be signed, sealed, and dated by the ENGINEER.

10. Final Design – PS&E (This section applies to each One-Mile Package of Upland. The first PS&E Package includes Upland between 66th Street and 82nd Street.)

10.1. Final Design (PS&E) Project Management

10.1.1 Progress and Review Meetings:

- Schedule, prepare for, attend, and document one (1) PS&E Kickoff Meeting, four (4) Progress Meetings and two (2) Review Meetings to monitor the development of the project.
  - PS&E Kickoff Meeting – ENGINEER will use the Final Approved Schematic as the 30% PS&E design to be discussed at Kickoff.
  - Progress Meetings will be held to discuss design issues and progress of plan production.
  - Review Meetings will be conducted (one (1) at 60% and one (1) at 95% PS&E Submittal).

10.1.2 Site Visits - Attend up to ten (10) site visits during the final design phase to take photos, field measurements, and a plans-in-hand walk-through

10.1.3 Coordinate with subconsultants

10.1.4 Prepare and e-mail monthly progress reports to City.

10.1.5 QA/QC

- ENGINEER will perform an internal review prior to all submittals (60% and 95%) in accordance with quality assurance standards established for this project. QA/QC comments will be collected from each internal reviewer, documented, and comments addressed prior to each plan submittal to the City
- City review comments will be documented and addressed after each review meeting. ENGINEER will create a "Comment Log" in spreadsheet format, documenting the comment and the action taken to resolve the comment.

10.1.6 Project Administration

- Prepare project correspondence and invoicing documents

10.2. Final Roadway Design (PS&E)

10.2.1 Start with approved schematic

10.2.2 Prepare plan / profile sheets on 11" x 17" plan sheets at a scale of 1" = 100' horizontal, and 1" = 10' vertical.

- Include the following items in addition to those included in the preliminary design submittal:
  - Proposed easement locations (if any)
  - Proposed sidewalk locations
  - Proposed residential and commercial driveways
  - Horizontal Alignment Data
  - Traffic Control Phasing layouts
  - Pavement marking layouts
  - Erosion control plans
  - Barrier free ramps
  - Demolition plan
  - Intersection layouts
  - Small sign summary
  - Standard design details
  - TxDOT standards

10.2.3 Analyze all driveways within the project and develop driveway profiles as needed. Driveways will typically be defined vertically by spot elevations.

10.2.4 For side street reconstruction more than 100-ft beyond the main street right-of-way, prepare a plan / profile of the side street improvements. Otherwise, the side street improvements will be defined vertically by spot elevations.

10.2.5 Develop design cross-sections

- Develop on 50-ft station intervals and at driveway centerlines
- Show pavement and subgrade, right-of-way limits, side slopes, pavement cross slopes, curbs, and sidewalks
- Cross-sections will not be provided in the bid documents but will be made available to prospective bidders

10.2.6 Prepare roadway details to clarify intent of design

10.2.7 Compile applicable City standard details. Modify standard details as needed.

10.2.8 Pavement Markers and Marking Plans

- Prepare pavement markers and marking layouts in accordance with City design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)
- Prepare details to clarify intent of design
- Compile applicable City standard details. Modify standard details as needed.
- Signing layout and design will not be provided
- List the signs on the TxDOT standard summary sheets together with totals for each mount type.

10.3. Drainage (Final PS&E)

10.3.1 Plan Production

- Provide Drainage Area Map complete with time of concentration routes, curve numbers calculated as per the Drainage Criteria Manual (DCM) for each drainage area, drainage area denoted in acres, and all necessary points of interest labeled
- Provide hydrologic and hydraulic data sheets showing the necessary calculations and assumptions
- Provide a drainage easement/channel grading plan for each drainage easement/channel proposed
- Provide erosion control plans, details, and SWPPP
- Provide depth of flow indications for the 100-year design storm within ROW and any corresponding finished floor elevations
- Provide cut-fill plan where roadway embankment is placed within the limits of a playa lake
- Prepare a Floodplain Development Permit
- Provide drainage technical specifications for erosion control methods and any off-site earthwork
- Evaluate impact of the TCP on surrounding drainage and provide interim drainage plan, if needed.

10.4. Utilities - Public

10.4.1 Water and Sewer

- Adjustments to existing water valves and manholes will be specified in the plans. ENGINEER will prepare special utility details to clarify intent of design (if needed)

10.4.2 Compile applicable standard details. Modify standard details as needed.

10.5. Traffic

10.5.1 Traffic Signals

- ENGINEER will design adjustments to existing traffic signals that are determined to conflict with proposed roadway improvements. This could include relocation of signal pole(s), ground box(es), controller cabinet, ped pole(s), and/or conduits and cables.
- For intersections that do not currently warrant a traffic signal, but which are likely to be warranted at a future date, the ENGINEER will identify the locations for future signal poles and controller boxes, and then design conduit and ground boxes to be installed with the roadway construction.
- ENGINEER will install Pedestrian Poles for existing traffic signals which are not in compliance with current TDLR requirements.
- All signal design is to be coordinated with the City of Lubbock Traffic Engineering Department.

10.6. ITS

10.6.1 ENGINEER will design and install conduit, cable and ground boxes for ITS connections of traffic signals

10.7. Traffic Control Plans

10.7.1 ENGINEER will develop construction sequence plan showing:

- Travel lanes and construction area for each phase of construction
- Temporary signing and striping, barricades, and other channelization devices
- Narrative of the sequence of work
- Public utilities construction phasing (if needed)
- Adjacent property access during construction

10.7.2 Develop typical TCP cross sections showing lane widths, edge conditions, channelization and proposed construction area

10.7.3 Develop TCP typical intersection staging plans for similar intersections. Develop custom intersection staging layouts for special conditions.

10.7.4 Develop TCP typical driveway staging plans for similar driveways. Develop custom driveway staging layouts for special conditions.

10.7.5 Prepare traffic control details to clarify intent of design

10.7.6 Compile applicable City standard details. Modify standard details as needed.

10.8. Illumination

10.8.1 Design of pavement illumination systems to provide lighting levels in accordance with applicable local codes and IESNA recommended practices.

10.8.2 Prepare a photometric layout and perform one iteration of the photometric layout based on the City's review.

10.8.3 Prepare illumination construction plans as needed for inclusion in the civil construction documents. The illumination plans will include light pole location

data, foundation details, conduit routing, conductor sizing, and electrical service locations.

10.8.4 Provide supporting calculations

10.8.5 Provide technical specifications for the light poles and fixtures.

10.8.6 Coordinate with local electric service providers for electrical service locations

10.8.7 Schedule and conduct two (2) meetings with LP&L and/or SPEC and the City to discuss design of the illumination system. ENGINEER will work to locate overhead utilities such that standard 30, 40' or 50' illumination poles can be installed without conflict with overhead utilities.

10.9. Interim Design Submittal (60%) Deliverables

10.9.1 Submit six (6) 11" x 17" paper copies of the 60% PS&E (with PDF file) to the City and TxDOT for review and comment.

10.9.2 This submittal will provide assurance that project scope is addressing project issues, and will allow for design changes with sufficient lead time for minor revisions. Deliverables to be provided with this submittal include:

- Typical Sections (100%)
- Title Sheet (100%)
- Index of Sheets (75%)
- Construction Phasing (100%)
- Traffic Control Plan (75%)
- Plan & Profile Sheets (90%)
- Intersection Layouts (75%)
- Hydraulic Analysis (100%)
- Drainage Details (90%)
- SW3P (75%)
- EPIC Sheet (100%)
- Utility Layouts (95%)
- Signing and Striping Layouts (75%)
- Illumination, ITS and Signal Layouts (75%)
- Quantities and Summary Sheets (60%)
- Updated Estimate

10.10. Final Design Submittal (95%) Deliverables

10.10.1 Submit six (6) 11" x 17" paper copies of the 95% PS&E (with PDF file) to the City and TxDOT for review and comment.

10.10.2 This submittal should be essentially complete except for revisions found during review. Deliverables to be provided with this submittal include:

- All deliverables required in the 60% submittal completed
- General Notes (limit discussion to issues of importance, not spelling errors, etc.)
- DCIS Estimate
- Specification List
- Triple Zero for utility adjustments
- Form 1002 PS&E Submission

- Form 2229 Significant Project Procedures
- Construction Timeline
- Speed Zone Request

10.11. Final Design Submittal (Bid Set) Deliverables

10.11.1 ENGINEER will submit an electronic PS&E file submission as required by TxDOT, to include electronically sealed plan sheets and all supporting documents required for bidding.

10.12. Post Bid Submittal Deliverables

10.12.1 ENGINEER will submit ten (10) 11" x 17" sets of plans after the project's bid opening.

10.12.2 Submit one (1) PDF electronic copy of the plan set and specifications, including addenda, on DVD after the project's bid opening.

11. Bidding Phase

11.1. ENGINEER will support TxDOT during the bid phase to address and respond to questions from prospective bidders.

11.2. ENGINEER will prepare and submit addenda changes that are necessitated by questions during the bid phase.

11.3. ENGINEER will incorporate addenda changes into the Final Plan Set.

12. Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:

12.1. Construction staking

12.2. Design of any offsite drainage improvements beyond the improvements identified in the scope

12.3. Existing water or sanitary sewer relocations

12.4. Proposed water or sanitary sewer installations

12.5. Landscape design

12.6. Irrigation design

12.7. Construction Contract Administration

12.8. Design of structural retaining walls

12.9. Preparation for and attendance at public meetings beyond what was identified in the scope

12.10. Furnish additional copies of review documents and/or bid documents more than the number of the same identified above

12.11. Assist the City as an expert witness in litigation about the project or in hearings before approving and regulatory agencies

12.12. Redesign to reflect project scope changes requested by the City or TxDOT, required to address changed conditions or change in direction previously approved by the City or TxDOT, mandated by changing governmental laws, or necessitated by the City or TxDOT's acceptance of substitutions proposed by the contractor

- End of Scope of Services -

EXHIBIT B

City of Lubbock

Upland Avenue - Fee Proposal Summary

Revised July 26, 2018

Environmental and Schematic Phase - 66th Street to 114th Street (3 miles)
State and Local Participation

Task	Task Description	KHA	CMEC	FNI	HRA	PaveTex	Rios Group	Subtotal
1	Environmental Document and Public Involvement	$ 34,200.00	$ 149,000.00					$ 183,200.00
2	Geotechnical Investigation	$ 2,100.00				$ 12,600.00		$ 14,700.00
3	Franchise Utility Coordination	$ 11,300.00						$ 11,300.00
4	Surveying	$ 11,200.00			$ 220,800.00			$ 232,000.00
5	Subsurface Utility Engineering (QL - B) (3 miles)	$ 2,600.00					$ 140,800.00	$ 143,400.00
6	Schematic Design, H&H, and Meetings	$ 317,600.00		$ 170,500.00	$ 107,300.00			$ 595,400.00
Subtotals		$ 379,000.00	$ 149,000.00	$ 170,500.00	$ 328,100.00	$ 12,600.00	$ 140,800.00	$ 1,180,000.00

Final Design (PS&E) - 66th Street to 82nd Street (1 mile)
State and Local Participation

Task	Task Description	KHA	CMEC	FNI	HRA	PaveTex	Rios Group	Subtotal
8	Franchise Utility Coordination							$ -
9	Subsurface Utility Engineering (QL - A) (3 miles)							$ -
10	Final Roadway and H&H Design (66th to 82nd)							$ -
11	Bid Phase Support							$ -
Subtotals		$ -	$ -	$ -	$ -	$ -	$ -	$ -

Right of Way Acquistion - 66th to 114th Street (3 miles)
Local Participation Only

Task	Task Description	KHA	CMEC	FNI	HRA	PaveTex	Rios Group	Subtotal
7	Right of Way Acquistion							$ -
Subtotals		$ -	$ -	$ -	$ -	$ -	$ -	$ -

Fee Breakdown by Firm: Environmental and Schematic Phase Only:

Firm	Sub-Total	% of Contract
Kimley-Horn	$ 452,055.00	38.3%
Cox-McLain Environmental Consulting	$ 135,428.00	11.5%
Freese and Nichols	$ 155,000.00	13.1%
Hugo Reed and Associates	$ 298,180.00	25.3%
PaveTex Engineering	$ 11,387.00	1.0%
The Rios Group	$ 127,950.00	10.8%
Subtotal	$ 1,180,000.00	100.0%

Fee As A Percentage of Construction:

Upland ENV & SCHEM: 66th - 114th (3 miles)	
Estimated Construction Cost:	$ 15,000,000
Environmental & Schematic:	$ 1,180,000
Percent of Construction:	7.87%

Upland Avenue Street Project

- Phase 1
- Phase 2
- Phase 3
- Lubbock City Limits

50TH ST

SLIDE

50TH ST

QUAKI

SPUR 327

66TH ST

Phase 1

82ND ST

Phase 2

98TH ST

Phase 3

114TH ST

FRANKFORD AV

MILWAUKEE AV

UPLAND AV

SLIDE RD

130TH ST

R AV

N

0 0.25 0.5 1 1.5 Miles

City of Lubbock TEXAS

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, TX
Capital Project
August 8, 2023

Capital Project Number:	92510
Capital Project Name:	Upland Avenue 66th Street to 82nd Street

	Budget
Encumbered/Expended	
Engineering Operations	$36,103
Kimley Horn Contract No. 14034	1,180,000
TxDOT Construction AFA	821,115
TxDOT Design AFA	3,760
Kimley Horn Contract 14034 Amendment 1	1,347,300
Kimley Horn Contract 14034 Amendment 4	351,200
ROW Acqusition Segment 1	953,366
Utility Relocations	5,315
Agenda Item August 8, 2023	
Kimley Horn Contract 14034 Amendment 5	542,300
TxDOT Construction AFA	417,300
Encumbered/Expended to Date	5,657,759
Estimated Costs for Remaining Appropriation	
Construction	702,552
Remaining Appropriation	702,552
Total Appropriation To Date	$6,360,311

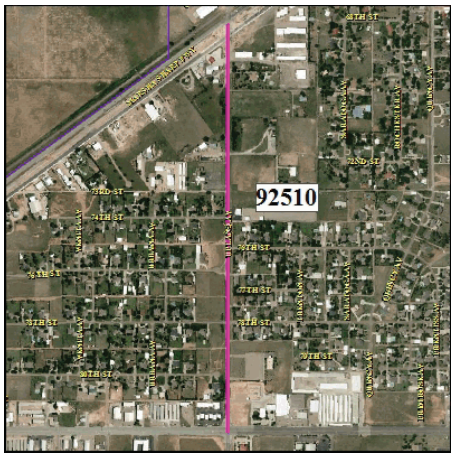
Project Name **Upland Avenue - 66th Street to 82nd Street** *Project Number* **92510**

Managing Department **Engineering**

Project Manager **Josh Kristinek**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

This roadway is designated in the 2018 Master Thoroughfare Plan to become a modified principal arterial. This roadway is currently two lane strip paved. Development and growth in this area has resulted in this roadway exceeding the current capacity of the two lane structure. The first year of this project will fund the Environmental Study and Engineering Schematics for the Upland Avenue Corridor between 66th Street and 114th Street. The proposed second year will fund the Right-of-Way acquisition ahead of the improvements between 66th Street and 82nd Street. The proposed third year will fund the Engineering Design and Construction of a 5-lane roadway section that will include pedestrian elements, drainage, street lighting, and ADA compliance between 66th Street and 82nd Street.

Bid Date - Design:7/4/2018
Award Date for Bid - Design:8/23/2018
Project Start Date - Design: 8/23/2018
Project End Date - Design:4/24/2023
Bid Date - Construction:10/2022
Award Date for Bid - Construction: 1/2023
Project Start Date - Construction: 3/2023
Project End Date - Construction: 10/2024

Project Justification

The City of Lubbock continues to strive to meet the transportation needs of the Citizens of Lubbock. The City must continue to anticipate the infrastructure needs for a growing population in order to provide a safe and efficient transportation system. Due to continued development in the area of Upland Avenue, this roadway has become congested and the road structure is requiring constant maintenance in order to safely serve the traveling public. The current construction of the Marsha Sharp Freeway and Upland Avenue intersection by the Texas Department of Transportation will only increase the need for these proposed improvements.

This project has MPO participation.

Project History

$2,470,000 was appropriated in the FY 2017-18 Budget, Ord. No. 2017-O0111, October 1, 2017.
$448,687 was appropriated in the FY 2018-19 Budget, Ord. No. 2018-O0109, October 1, 2018.
$3.6 million was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.
$841,624 was appropriated in FY 2019-20 Budget Amendment No. 2, Ord. No. 2019-O0146, October 22,2019.
Reduced appropriation by $1,000,000 in FY 2019-20, Budget Amendment No. 22, Ord. No. 2020-O0059, May 12, 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
Land Acquisition	448,687	0	0	0	0	0	0	448,687
Construction	3,441,624	0	0	0	0	0	0	3,441,624
Design and Engineering	1,700,000	0	0	0	0	0	0	1,700,000
Right of Way Acquisition	770,000	0	0	0	0	0	0	770,000
Total Project Appropriation	6,360,311	0	0	0	0	0	0	6,360,311

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 2010 Gateway Streets Revenue CO's	448,687	0	0	0	0	0	0	448,687
FY 2018 Gateway Streets CO's	2,470,000	0	0	0	0	0	0	2,470,000
FY 2020 Gateway Streets Revenue CO's	2,600,000	0	0	0	0	0	0	2,600,000
TxDOT Participation	841,624	0	0	0	0	0	0	841,624
Total Funding Sources	6,360,311	0	0	0	0	0	0	6,360,311

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# 11776
Regular City Council Meeting
08/08/2023:

7. 12.

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute a No-Cost Extension Amendment, and all related documents, related to Federal Award Number 6 NU58DP007289-01-03, "A Collaborative Approach to Addressing the Social Determinants of Health in West Texas," by and between the City of Lubbock and the United States Department of Health and Human Services, acting by and through the Center for Disease Control and Prevention.

Item Summary

This Amendment is a no cost extension of contract terms on an existing grant. The contract will now end on January 30, 2024.

Fiscal Impact

None

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Katherine Wells, Director of Public Health

Attachments

Resolution
Agreement

RESOLUTION

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

THAT the acts of the Mayor of the City of Lubbock in executing, on behalf of the City of Lubbock, a No-Cost Extension Amendment related to Federal Award Number 6 NU58DP007289-01-03, "A Collaborative Approach to Addressing the Social Determinants of Health in West Texas," by and between the City of Lubbock and the United States Department of Health and Human Services acting by and through the Center for Disease Control and Prevention, and all related documents are hereby ratified in full. Said Award 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

RES.USDHHS-CDC Award No. 6 NU58DP007289-01-03
7.11.23

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 6 NU58DP007289-01-03
FAIN# NU58DP007289
Federal Award Date: 06/22/2023

Recipient Information

1. Recipient Name
Lubbock, City of
1314 Avenue K
Lubbock, TX 79401-4051
[No Phone Record]

2. Congressional District of Recipient
19

3. Payment System Identifier (ID)
1756000590A1

4. Employer Identification Number (EIN)
756000590

5. Data Universal Numbering System (DUNS)
058213893

6. Recipient's Unique Entity Identifier (UEI)
LXDNEKWRVKJ6

7. Project Director or Principal Investigator
Madeline Geeslin
mmcclure@mylubbock.us
8067753091

8. Authorized Official
Amber Aguilar
Grant Accountant
aaguilar@mail.ci.lubbock.tx.us
806-544-8787

Federal Agency Information
CDC Office of Financial Resources

9. Awarding Agency Contact Information
Reginald Simpson
Grants Management Specialist
sqv8@cdc.gov
678-475-4971

10.Program Official Contact Information
Ms. Candice Floyd
Program Officer
nhl6@cdc.gov
404-718-7290

Federal Award Information

11. Award Number
6 NU58DP007289-01-03

12. Unique Federal Award Identification Number (FAIN)
NU58DP007289

13. Statutory Authority
Public Health Service Act, as amended, Section 301(a) and Section 317K, 42 U.S.C. 241(a); 42 U.S.C. 247b-12

14. Federal Award Project Title
A collaborative approach to addressing the social determinants of health in west Texas

15. Assistance Listing Number
93.945

16. Assistance Listing Program Title
Assistance Programs for Chronic Disease Prevention and Control

17. Award Action Type
No Cost Extension

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19.	**Budget Period Start Date** 09/30/2022 **- End Date** 01/30/2024	
20.	**Total Amount of Federal Funds Obligated by this Action**	$0.00
	20a. Direct Cost Amount	$0.00
	20b. Indirect Cost Amount	$0.00
21.	Authorized Carryover	$0.00
22.	Offset	$0.00
23.	Total Amount of Federal Funds Obligated this budget period	$125,000.00
24.	**Total Approved Cost Sharing or Matching, where applicable**	$0.00
25.	**Total Federal and Non-Federal Approved this Budget Period**	$125,000.00
26.	**Period of Perfomance Start Date** 09/30/2022 **- End Date** 01/30/2024	
27.	Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	$125,000.00

28. Authorized Treatment of Program Income
ADDITIONAL COSTS

29. Grants Management Officer – Signature
Ms. Pamela Render
Grants Management Officer

30. Remarks

Recipient Information

Recipient Name
Lubbock, City of
1314 Avenue K
Lubbock, TX 79401-4051
[No Phone Record]

Congressional District of Recipient
19

Payment Account Number and Type
1756000590A1

Employer Identification Number (EIN) Data
756000590

Universal Numbering System (DUNS)
058213893

Recipient's Unique Entity Identifier (UEI)
LXDNEKWRVKJ6

31. Assistance Type
Project Grant

32. Type of Award
Other

33. Approved Budget
(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	$30,000.00
b. Fringe Benefits	$0.00
c. Total Personnel Costs	$30,000.00
d. Equipment	$0.00
e. Supplies	$10,000.00
f. Travel	$17,000.00
g. Construction	$0.00
h. Other	$18,000.00
i. Contractual	$50,000.00
j. TOTAL DIRECT COSTS	$125,000.00
k. INDIRECT COSTS	$0.00
l. TOTAL APPROVED BUDGET	$125,000.00
m. Federal Share	$125,000.00
n. Non-Federal Share	$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
2-9390JWG	22NU58DP007289	DP	41.51	93.945	$0.00	75-22-0948

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual	$0.00	$0.00	$0.00
Construction	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00
Total	$0.00	$0.00	$0.00

AWARD ATTACHMENTS

Lubbock, City of 6 NU58DP007289-01-03

1. Terms and Conditions

No Cost Extension: The purpose of this amendment is to approve a 4 month No Cost Extension per the request submitted by your organization dated May 31, 2023. The budget and project period end dates have been extended from **September 29, 2023** to January 30, 2024.

Recipients must submit all closeout reports identified in this section within 90 days of the period of performance end date. The reporting timeframe is the full period of performance. Failure to submit timely and accurate final reports may affect future funding to the organization or awards under the direction of the same Project Director/Principal Investigator (PD/PI).

Final Performance Progress and Evaluation Report (PPER): This report should include the information specified in the NOFO. At a minimum, the report will include the following:

- Statement of progress made toward the achievement of originally stated aims.
- Description of results (positive or negative) considered significant.
- List of publications resulting from the project, with plans, if any, for further publication.

All manuscripts published as a result of the work supported in part or whole by the cooperative grant must be submitted with the performance progress reports.

Final Federal Financial Report (FFR, SF-425): The FFR should only include those funds authorized and actually expended during the timeframe covered by the report. The Final FFR, SF-425 is required and must be submitted no later than 90 days after the period of performance end date.

The final report must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. Should the amount not match with the final expenditures reported to the Department of Health and Human Services' PMS, you will be required to update your reports to PMS accordingly. Remaining unobligated funds will be de-obligated and returned to the U.S. Treasury.

Electronic versions of the FFR SF-425 can be downloaded at:
https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1

Equipment and Supplies - Tangible Personal Property Report (SF-428): A completed Tangible Personal Property Report SF-428 and Final Report SF-428B addendum must be submitted, along with any Supplemental Sheet SF-428S detailing all major equipment acquired or furnished under this project with a unit acquisition cost of $5,000 or more. Electronic versions of the forms can be downloaded by visiting:
https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1

If no equipment was acquired under an award, a negative report is required.

The recipient must identify each item of equipment that it wishes to retain for continued use in accordance with 45 CFR Part 75. The awarding agency may exercise its rights to require the transfer of equipment purchased under the assistance award. CDC will notify the recipient if transfer to title will be required and provide disposition instruction on all major equipment.

Equipment with a unit acquisition cost of less than $5,000 that is no longer to be used in

projects or programs currently or previously sponsored by the Federal Government may be retained, sold, or otherwise disposed of, with no further obligation to the Federal Government.

Final Invention Statement: A Final Invention Statement must be submitted. Electronic versions of the form can be downloaded by visiting http://grants1.nih.gov/grants/hhs568.pdf.

If no inventions were conceived under an assistance award, a negative report is required. This statement may be included in a cover letter.

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute Contract 17360, a Revenue Cycle Management Consulting Services Agreement, and all related documents, by and between the City of Lubbock and Moxie Healthcare Solutions LTD.

Item Summary

This agreement will allow the consultant to provide revenue cycle management services to the City of Lubbock Public Health Department. The consultant will advise the department on how to maximize reimbursement from third-party payers for clinical services performed by department staff. In addition to advising the Department on maximizing reimbursement, the consultant will also assist the department in obtaining contracts with third-party insurance payers, including Texas Medicaid, Managed Care Organizations (MCOs), and private insurance. They will also develop and administer a revenue cycle management program for the department.

The City issued a Request for Proposals (RFP) to provide Revenue Cycle Management Consulting Services for the City of Lubbock Public Health Department.

In response to RFP 23-17360-YB, the following responses were received.

Contractor	Amount
Mitchell & McCormick, Inc., Decatur, Georgia	$17,965
Moxie Healthcare Solutions, LTD, Lubbock, Texas	$33,000
McBee, a Division of Netsmart Technologies, Inc., Wayne, Pennsylvania	$261,580
GeBBS Healthcare Solutions, Culver City, California	$424,800
Accounts Receivables & Revenue Cycle Consulting, LLC, Whitehouse, Texas	$1,721,732

The Evaluation Committee used the following criteria in ranking the consultants: Medical Coding and Billing Services - 25 points, Rates and Expenses - 25 points, References - 25 points, and Proposal Demonstration Requirements - 25 points. The committee arrived at the following ranking.

Contractor	Points
Moxie Healthcare Solutions, LTD, Lubbock, Texas	89.33
Mitchell & McCormick, Inc., Decatur, Georgia	73.00
McBee, a Division of Netsmart Technologies, Inc., Wayne, Pennsylvania	69.33
Accounts Receivables & Revenue Cycle Consulting, LLC, Whitehouse, Texas	54.67
GeBBS Healthcare Solutions, Culver City, California	50.00

Staff and the Evaluation Committee recommend Contract 17360 be awarded to Moxie Healthcare Solutions, LTD, of Lubbock, Texas for $33,000.

Fiscal Impact

$33,000 will be paid out of Workforce Grant HHS001083000001

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Katherine Wells, Director of Public Health

Attachments

Resolution

Contract

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. 17360, as per RFP 23-17360-YB, Revenue Cycle Management Consulting Services Agreement, by and between the City of Lubbock and Moxie Healthcare Solutions LTD, 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Senior Assistant City Attorney

RES.Contract No. 17360, Moxie Healthcare Solutions LTD
7.12.23

Contract 17360

City of Lubbock
Revenue Cycle Management Consulting Services
Agreement

This Service Agreement (this "Agreement") is entered into as of the ___day of _____**2023** ("Effective Date") by and between Moxie Healthcare Solutions LTD **(**the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 23-17360-YB, Revenue Cycle Management Consulting 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 Revenue Cycle Management Consulting 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.

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 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.

1.5 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.

-----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:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Katherine Wells, Director of Public Health

APPROVED AS TO FORM

Ryan Brooke, Senior Assistant City Attorney

CONTRACTOR

BY: Bryan Williams

Authorized Representative

Bryan Williams

Print Name

PO Box 64454 ~~Lubbock, Tx 794~~

Address

Lubbock, TX 79464

City, State, Zip Code

City of Lubbock
RFP 23-17360-YB
Revenue Cycle Management Consulting Services

GENERAL REQUIREMENTS

1. INTENT

A. The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "Proposer") to provide Revenue Cycle Management Consulting Services for City of Lubbock Public Health Department.

B. Offerors are invited to submit demonstrated competence and qualifications of their firm for providing these services.

C. The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2. SCOPE OF WORK

Consultant will provide revenue cycle management services to the City of Lubbock Public Health Department. The consultant will advise the department on how to maximize reimbursement from third party payers for clinical services performed by department staff and contractors. Assist the department in obtaining contracts with third party insurance payers including Texas Medicaid, Managed Care Organizations (MCO's) and private insurance. Develop and administer a revenue cycle management program for the department.

The proposal should contain strategies to ensure proper setup, review current processes and establish new processes for the City of Lubbock Public Health Department's immunization clinic, Sexually Transmitted Infection clinic, and Transitional Care Management clinic.

3. Proposal should demonstrate the followings:

REQUIREMENTS FOR POTENTIAL VENDOR

a. Ensure proper setup of Carriers and the Group NPI.

b. Proficient in creating templates and billing workflow.

c. Proficient in Medicare and Medicaid enrollment and billing procedures.

d. Proficient in CPT codes and reviewing fee schedules.

e. Proficient in maintaining payer enrollments and performing full revenue cycle management (RCM) services.

f. Proficient in working rejected, denied and unpaid claims and billing patients for remaining balances.

g. Be able to assist staff in forming policies and procedures related to billing Medicare, Medicaid and insurance companies for services performed by providers.

h. Retrieve information to create claims from electronic medical record system and submit claims for billing.

i. Refile rejected claims.

City of Lubbock
RFP 23-17360-YB
Revenue Cycle Management Consulting Services
Price Proposal Sheet
BAFO

Exhibit B

				Moxie Healthcare Solutions LTD	
			Location	**Lubbock, TX**	
			Total Cost	**$33,000.00**	
#	Items	Quantity Required (+/-)	UOM	Unit Price	Total Cost
0					
#0-1	Fees for Full Revenue Cycle Management Services - Per Specs.	12	Monthly	$2,500.00	$30,000.00
#0-2	Fee for in Person Training - Per Specs.	10	Monthly	$150.00	$1,500.00
#0-3	Consulting Costs for Policy Development, Advising on Fee Schedules, Creating Billing Workflows - Per Specs.	10	Monthly	$150.00	$1,500.00

32. INSURANCE REQUIREMENTS

32.1. 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.

32.2. 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.

32.3. 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):

Auto Liability Requirements: $1M occurrence is needed.

Commercial General Liability Requirements: $1M occurrence/$2M aggregate (can be combined with an Excess Liability to meet requirement). 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).

Professional Liability Requirements: $1M occurrence/$2M aggregate.

Workers Compensation 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
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.

Purchasing and Contract Management

Project Summary

RFP 23-17360-YB
Revenue Cycle Management Consulting Services

Notice was published in the Lubbock Avalanche Journal on May 28 & June 04, 2023.
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 May 26 to June 14, 2023.
27 vendors downloaded the documents using Bonfire.com.
2 vendors were notified separately.
5 vendors submitted proposal.

Information

Agenda Item

Resolution - Aviation: Consider a resolution approving and ratifying the acts of the Deputy City Manager, in executing Airport Infrastructure Grant Project No. 3-49-0138-056-2023, and all related documents, by and between the City of Lubbock and the United States of America, acting through the Federal Aviation Administration (FAA) for the Taxiway Lima Extension, Taxi Lane Addition, and Apron Expansion Project at Lubbock Preston Smith International Airport.

Item Summary

Lubbock Preston Smith International Airport is eligible to receive funds from the Federal Aviation Administration (FAA) under the Bipartisan Infrastructure Law (BIL). This grant is for preliminary engineering services related to the Taxiway Lima Extension, Taxi Lane Addition, and Apron Expansion Project at Lubbock Preston Smith International Airport.

The grant award is $1,002,470, and will fund 90% of the project cost.

Fiscal Impact

The grant will fund 90% of eligible expenses in Capital Improvement Project 92772.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution BIL FAA Grant Agreement
BIL Federal Grant Agreement

RESOLUTION

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

THAT the acts of the Deputy City Manager in executing, on behalf of the City of Lubbock, Airport Infrastructure Grant Project No. 3-48-0138-056-2023 at the Lubbock Preston Smith International Airport, with the United States Department of Transportation, by and through the Federal Aviation Administration, and all related documents, is hereby ratified in full. Said Grant is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocsII/RES.Ratify-FAA 3-48-0138-056-2023
July 20, 2023

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southwest Region
Texas

Texas Airports District Office:
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

July 18, 2023

Mayor Tray Payne
City of Lubbock
1314 Avenue K
ex: Suite 100
Lubbock, TX 79457

Dear Mayor Payne:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-48-0138-056-2023 at Lubbock Preston Smith International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 4, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Jillian M. Thackston, (817) 222-5126, Jillian.M.Thackston@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Kim Brockman (Jul 18, 2023 10:42 CDT)

Kim Brockman
Acting Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FY 2023 AIRPORT INFRASTRUCTURE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 18, 2023
Airport/Planning Area	Lubbock Preston Smith International Airport
Airport Infrastructure Grant Number	3-48-0138-056-2023
Unique Entity Identifier	LXDNEKWRVKJ6

TO: City of Lubbock
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 26, 2023, for a grant of Federal funds for a project at or associated with the Lubbock Preston Smith International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Lubbock Preston Smith International Airport (herein called the "Project") consisting of the following:

Preliminary engineering report for Taxiway L extension

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $1,002,470.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 0 for planning
   $ 1,002,470 airport development or noise program implementation; and,
   $ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the Grant only allowable costs incurred up to the end of the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 4, 2023, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

a. May not be increased for a planning project;

b. May be increased by not more than 15 percent for development projects if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or

2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.

2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or

ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –

a) Associated with performance under this Grant; or

b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on

Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity*. We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    i. Associated with performance under this Grant; or
    ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient*.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions*. For purposes of this Grant Condition:

1. "Employee" means either:
    i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.

ii. Includes:

a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 12/21/2017, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;
ii. Gross waste of Federal funds;
iii. An abuse of authority relating to implementation or use of Federal funds;
iv. A substantial and specific danger to public health or safety; or
v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
v. A court or grand jury;
vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications.** Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

SPECIAL CONDITIONS

27. **Mothers' Rooms.** As a small, medium or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).

28. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Kim Brockman (Jul 18, 2023 10:42 CDT)

(Signature)

Kim Brockman

(Typed Name)

Acting Manager, Texas ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

City of Lubbock
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Texas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. 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);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

   It has legal authority to apply for this Grant, and to finance and carry out the proposed project; 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 therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

   It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

   b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

   Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or
   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Lubbock**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Infrastructure Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIG projects as of April 26, 2023.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

e-Signature Grant Sponsor Request Form

FAA Airports Division (ARP) is offering e-signature for all FY 2020 grants via Adobe e-Signature. This will expedite the process so that airport Sponsors receive grants as quickly as possible. If you would like to receive your FY 2020 grant via email for e-signature, please complete this form.

Sponsors do not need any special software to sign grants electronically.

Documents are emailed in the order specified below, and only one signature is required for each step (known as a signature block) in the process. The request for signature is sent by email, sequentially after the signature from the previous block is complete.

For each signature block, a Sponsor may submit more than one individual to have an equal right to sign, however only one signature is applied. For example, two Sponsor names can be entered under the Sponsor signature block, a primary and back-up, however only one will be able to sign.

If an airport has co-sponsors, the airport co-sponsors will need to fill out the Sponsor, Attorney, Co-Sponsor and Co-Sponsor Attorney signature blocks.

If an airport has more than two sponsors, the sponsors need to indicate this in the space provided at the end of the form.

When the e-signature process is complete, everyone, including the individuals listed below that did not sign, will receive an email copy of the signed document.

Airport Name	City	State
Lubbock Preston Smith International Airport	Lubbock	TX

Sponsor Signature Block:

Full Name	Title	Email Address	Phone Number
Bill Howerton	Deputy City Manager	bhowerton@mylubbock.us	806-775-2300

Attorney Signature Block:

Full Name	Title	Email Address	Phone Number
Mitch Satterwhite	First Assistant City Attorney	msatterwhite@mylubbock.us	806-775-2214

Co-Sponsor Signature Block:

Full Name	Title	Email Address	Phone Number

Co-Sponsor Attorney Signature Block:

Full Name	Title	Email Address	Phone Number

CC Recipient – (Read-only access to grant – will receive email and copy of grant when grant submitted and completed)

Full Name	Title	Email Address	Phone Number
Kelly Campbell	Airport Manager	KCampbell@mail.ci.lubbock.tx.us	
Kelly Campbell	Airport Manager	kcampbell@mylubbock.us	

Please note, if you need multiple Sponsor signatures, or other exceptions, please explain below:

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Amendment No. 7 to Contract 15310, with Parkhill, for professional architectural/engineering services for the Taxiway Lima Extension, Taxi Lane Addition, and Apron Expansion Project, at Lubbock Preston Smith International Airport.

Item Summary

The City of Lubbock has requested Parkhill, under the on-call professional architectural/engineering agreement, to provide a scope and fee for preliminary engineering services related to the Taxiway Lima Extension, Taxi Lane Addition, and Apron Expansion Project at the Lubbock Preston Smith International Airport. Proposed Amendment No. 7 services are summarized as follows:

Task	Fee Amount
1PER – Preliminary Engineering Report	$322,000
8SSD – Subconsultant Services for Design	$768,476
Total	**$1,090,476**

Airport Staff and the Airport Advisory Board recommend Amendment No. 7 to Contract 15310, with Parkhill, for $1,090,476, for the professional architectural/engineering services for the LBB Taxiway Lima Extension, Taxi Lane Addition, and Apron Expansion Fee Project at Lubbock Preston Smith International.

Fiscal Impact

Amendment No. 7 to Contract 15310 with Parkhill, is for $1,090,476, and is funded in Capital Improvement Project 92772.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution Amendment 7 Parkhill
Amendment 7 Parkhill
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, Amendment No. 7 to that certain Professional Services Agreement for a preliminary engineering report in connection with the TWY L Extension, Taxilane Addition, and Apron Expansion Project at the Lubbock Preston Smith International Airport, 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocsII/RES.Amend7-Parkhill
July 20, 2023

Parkhill

April 18, 2023

Ms. Kelly Campbell, A.A.E.; Executive Director of Aviation
Lubbock Preston Smith International Airport
Administration Office, 2nd Floor
5401 North Martin Luther King Jr. Blvd Unit 389
Lubbock Texas 79403

Re: LBB TWY L Extension, Taxilane Addition, and Apron Expansion
Fee Proposal for Preliminary Engineering Report (Amendment 7)-REV1

Dear Ms. Campbell:

Parkhill is thrilled about the opportunity to assist Lubbock Preston Smith International Airport (LBB) with a Preliminary Engineering Report (PER) for the TWY L Extension, Taxilane Addition, and Apron Expansion Project. This revision addresses comments received during the IFE process. Project scope includes:

- Extending TWY L to the north end of RWY 17R-35L, including two taxiway connections aligning with TWY M and TWY T on the east side of the RWY.
- Adding a new taxilane along the east edge of the Cargo Ramp.
- Realigning TWYs S and V between TWY L and the Cargo Ramp to remove direct access points to the RWY.
- Expanding the Cargo Ramp to the north to accommodate additional aircraft parking.
- Evaluating reconstruction or rehabilitation of TWYs M and T on the east side of the RWY within the Runway Safety Area.

This letter serves as Amendment 7 to the Parkhill Agreement for Professional Services. Parkhill and RS&H, Inc. will co-lead a PER to explore existing conditions, drainage requirements, pavement geometry alternatives, pavement section alternatives, existing and proposed airfield lighting requirements, impact to FAA-owned NAVAIDS and utility infrastructure, and other factors that might influence the Project. The PER will also include a recommendation of improvements including associated phasing, construction duration, and an Opinion of Probable Cost. Refer to attached exhibit for anticipated Project footprint. Based on aforementioned information, Parkhill proposes the following scope of work:

1. **TASK 1, Preliminary Engineering Report (PER) Services (by Parkhill). Parkhill will undertake a PER in accordance with FAA AC 150/5100-14E Section 1.4.2.1 to fully evaluate Project conditions and scope. Parkhill will:**
    i. Task 1.1: Perform all Project Management tasks as needed to coordinate the effort of the entire team. Refer to specific tasks included in detailed fee sheet.
    ii. Task 1.2: Conduct all Project meetings, including kickoff, design development/coordination, DRAFT PER review, and FINAL PER review. Parkhill will prepare agenda and issue meeting minutes. This task also includes a visual site inspection. Refer to specific tasks included in detailed fee sheet.
    iii. Task 1.3: Coordinate with all subconsultants to ensure combined effort meets intended objectives, while also managing the effort according to master Project schedule. Refer to specific tasks included in detailed fee sheet.
    iv. Task 1.4: Share/compare technical investigation/analysis responsibilities with RS&H. Parkhill will gather record drawings for review, compile key design criteria, perform 3D modeling of proposed pavement surfaces, perform a drainage analysis for the site and recommend drainage improvements, and develop alternatives for addressing utilities impacted by pavement expansion. Refer to specific tasks included in detailed fee sheet.

v. Task 1.5: Compile PER document, incorporating narrative and exhibits from entire design team. Refer to specific tasks included in detailed fee sheet.
vi. Task 1.6: Prepare exhibits for inclusion in the PER. Exhibits will address, at minimum, pavement geometry, conceptual grading, drainage, and utility adjustments. Refer to specific tasks included in detailed fee sheet.
vii. Task 1.7: Prepare and maintain a master design schedule. Refer to specific tasks included in detailed fee sheet.
viii. Task 1.8: Assist with internal quality control, including PER document review. Refer to specific tasks included in detailed fee sheet.

2. **TASK 2, Preliminary Design Services.** To be included in future amendment once Project scope is fully defined.

3. **TASK 3, Final Design Services.** To be included in future amendment once Project scope is fully defined.

4. **TASK 4, Bidding Phase Services.** To be included in future amendment once Project scope is fully defined.

5. **TASK 5, Construction Administration Services.** To be included in future amendment once Project scope is fully defined.

6. **TASK 6, Resident Project Representative Services.** To be included in future amendment once Project scope is fully defined.

7. **TASK 7, Closeout Phase Services.** To be included in future amendment once Project scope is fully defined.

8. **TASK 8, Subconsultant Services for Design (by subconsultants).** Services include all work by Parkhill subconsultants. Refer to fee sheet and scope/fee documentation from each subconsultant included herein for specifics.

9. **TASK 9, Bidding Phase Services.** To be included in future amendment once Project scope is fully defined.

Parkhill and team will undertake PER in accordance with the following applicable Advisory Circulars (AC):

- 150/5300-13B Airport Design
- 150/5320-5D Airport Drainage Design
- 150/5320-6G Airport Pavement Design and Evaluation
- 150/5340-1M Standards for Airport Markings
- 150/5340-18G Standards for Airport Sign Systems
- 150/5345-3G Panels for the Control of Airport Lighting
- 150/5345-7F Underground Electrical Cable for Airport Lighting Circuits
- 150/5345-10H Specification for Constant Current Regulators and Regulator Monitors
- 150/5345-44K Specification for Runway and Taxiway Signs
- 150/5345-46E Specification for Runway and Taxiway Light Fixtures
- 150/5370-2G Operational Safety on Airports During Construction
- 150/5370-10H Standard Specifications for Construction of Airports

Project deliverables will include PER documenting analysis, test results, observations, and other findings. PER will include a list of alternatives and Parkhill recommendation(s) supported by photos, cost data, and other key exhibits. Parkhill will provide 10 printed copies of the PER at DRAFT submittal and another 10 printed copies of the PER at FINAL submittal. Unless otherwise requested by LBB, Parkhill will develop a master design schedule that targets PER completion within 20 weeks following notice to proceed.

Exclusions to the Parkhill contract include but are not limited to:

- Per- and poly-fluoroalkyl substances (PFAS) analysis and mitigation
- Trench safety plan
- Confined space plan
- Site-specific Construction Safety Phasing Plan (CSPP)
- Site-specific Construction Management Plan (CMP)
- Updates to Airport Layout Plan
- ADIP/AGIS services
- Design Phase Services beyond PER phase
- Bidding Phase Services
- Construction Phase Services
- Closeout Phase Services
- RPR Services
- Construction materials acceptance testing
- Construction staking
- Other construction-related services
- Construction verification surveys
- As-built survey
- Land Acquisition services

Assumptions related to Parkhill contract include:

- Client (LBB) will provide current operational data (type of aircraft and number of operations) for pavement design purposes.
- Client (LBB) will engage cargo carriers and other key stakeholders in discussions to help guide specific needs related to Project.
- Client's staff (or another Consultant) is expected to complete National Environmental Policy Act (NEPA) documentation under separate contract. No NEPA documentation is included in this scope of work.
- Consultant will not perform services/work related in any way to PFAS chemicals or substances possibly containing PFAS chemicals.

Parkhill fee proposal for services defined herein and attached fee sheets includes:

Task	Fee Amount	Fee Type
1PER – Preliminary Engineering Report	$322,000	Lump Sum
8SSD – Subconsultant Services for Design	$768,476	Lump Sum
TOTAL	**$1,090,476**	**Lump Sum**

We propose to modify the May 12, 2020 agreement (Contract No. 15310) between the City of Lubbock and Parkhill and provide approved Task 1PER and Task 8SSD services under provisions of Exhibit B - Payments to the Engineer, Paragraph B4.01 (Lump Sum Method) of Contract. Any necessary additional services will be provided in accordance with Exhibit B - Payments to the Engineer, Paragraph B4.02. Compensation for Task 1PER and Task 8SSD services shall not exceed total noted without Owner's written approval.

If terms are agreeable, please sign and return one copy of this amendment. Receipt of this signed proposal letter will serve as our Notice to Proceed with these services. Please review the fee proposal and contact me directly at mhaberer@parkhill.com or 806 473 3600 with questions or concerns.

Thank you again for this opportunity to provide Professional Engineering Services on this important LBB Project. We look forward to applying the Parkhill mission with you on this exciting Project by ***"creating inventive, relevant built environments together."***

Sincerely:

PARKHILL

By _____
Mark D. Haberer, PE, CM
Principal/Project Manager

Accepted by:

CITY OF LUBBOCK

By _____
Tray Payne
Mayor

Attest:

By _____
Courtney Paz
City Secretary

Approved as to Content:

By _____ for Kelly Campbell
Kelly Campbell, A A E.
Executive Director of Aviation

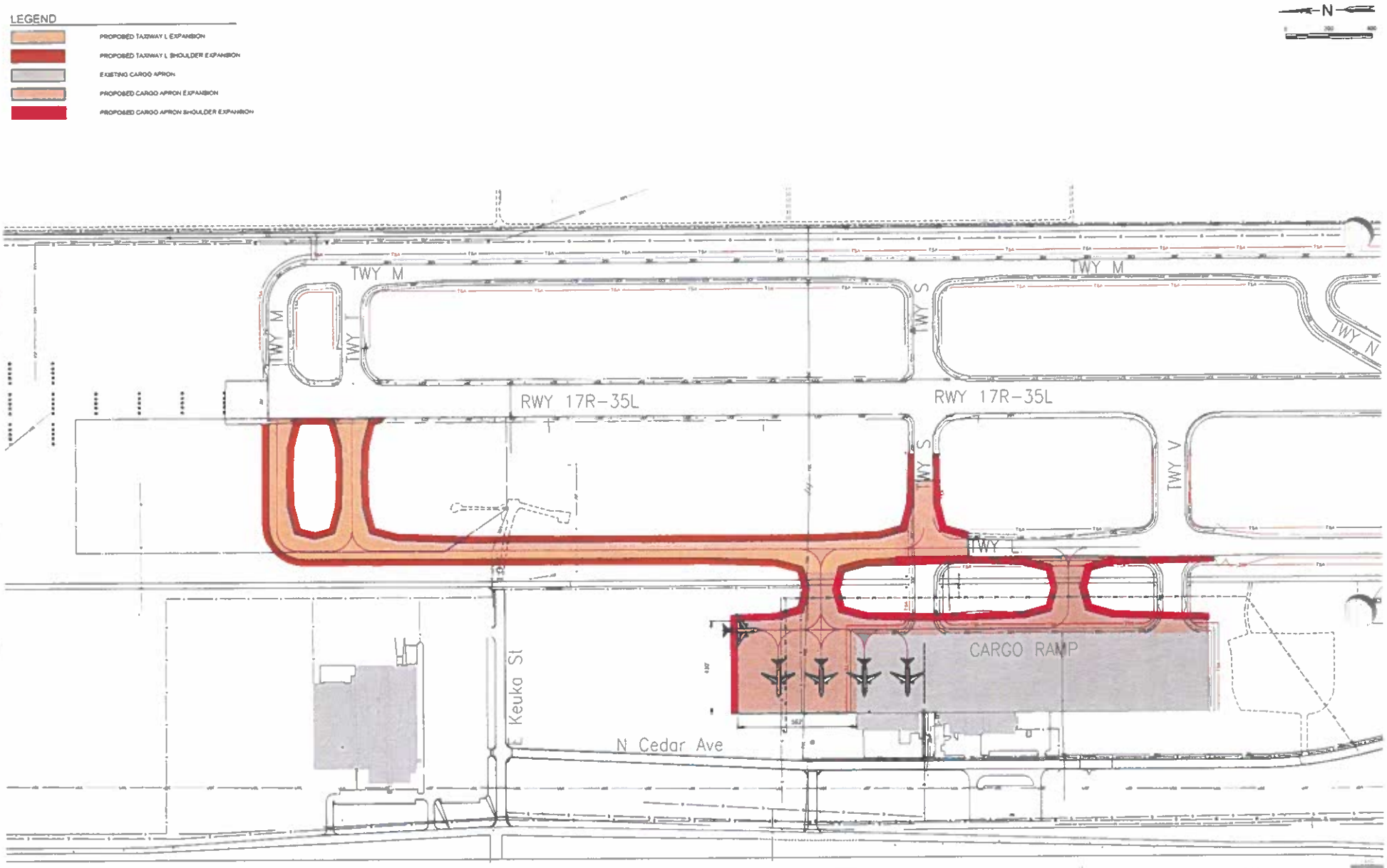
Approved as to Form:

By _____
Mitch Satterwhite
First Assistant City Attorney

MDH/dg
Encl

A:\2022\40522.22\00 ADMIN\00_CONTR\01 FINAL FEE REV1 KCampbell-Twy L PER-Proposal amendment

cc: Charles Fanna, AAE, Deputy Director Safety & Operations



TAXIWAY L & CARGO APRON EXPANSION | CONCEPTUAL DESIGN | Parkhill | A1

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: April 18, 2023

Prepared By: Haberer
Principal: Haberer
Project Manager: Haberer

Project Name: TWY L Ext, TL Add and Apron Exp
Project Number: 40522.22
Task/Discipline: 1PER
Projected Start Date: June 1, 2023

Fee (Revenue) Type: Lump Sum
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:	$314,094		
Direct Consultants:		Labor:	$314,094
Direct Expenses:	$6,928	Directs:	$7,967
Markup on Direct Expenses:	$1,039		
Reimbursable Consultants:		Subtotal:	$322,061
Reimbursable Expenses:		Reimbursables:	
Total Fee:	**$322,061**	**Total Fee:**	**$322,061**

$322,000

Labor Costs	Project:	TWY L Ext, TL Add and Apron Exp		Project Number:	40522.22	Task/Discipline:	LPER	Current Fee:	$322,061	
		1	2	3	4	5	6	7	8	
	Category	CivilEngineers	CivilEngineers	CivilEngineers	CivilEngineers	SupportEmployees				
	Staff Title - Level	Senior Project Manager Civil-PL7	Senior Civil Engineer-PL6	Professional Civil Engineer-PL4	Civil Engineer-PL2	Support Staff-SS4				
	Hourly/Billing Rate	$307.00	$257.00	$198.00	$137.00	$100.00				
	Resource (Employee) Name (Blank if not known)									
Task/Discipline / Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total
PRELIMINARY ENGINEERING REPORT										
TASK 1.1 - Project Management										
1.1.1 - Initial coordination with LBB and FAA		40			12	12				
1.1.2 - General Project Administration (6 months)		40				40				
1.1.3 - Initial Scoping Meeting (WebEx) with Parkhill Project Team/Partners		2	2	2	2	2				
1.1.4 - Develop Survey Scope of Work		4				2				
1.1.5 - Develop Geotechnical Scope of Work		4				2				
1.1.6 - Develop SUE Scope of Work		2				2				
1.1.7 - Develop Scope of Work for RS&H		2				2				
1.1.8 - Develop Scope of Work for Mead & Hunt		2				2				
1.1.9 - PER Schedule Development		2	2							
1.1.10 - Prepare and Manage Staff Work Plan		14								
1.1.11 - Staff Badging and associated training	2		8		8					
1.1.12 - Monthly FAA Grant Reporting		6				6				
1.1.13 - Project Invoicing (anticipate 6 invoices for PER phase)		10				12				
TASK 1.2 - Project Meetings										
1.2.1 - Predesign Meeting at LBB										
Meeting Preparation		2				2				
Meeting Travel (1 Hours Total)	3	1	1	16	1					
Meeting Attendance		1	1	1	1	1				
Meeting Minutes (Prepare and Issue)		1				1				
Visual inspection of project site		6	6	6	6					
1.2.2 - Design Development/Coordination Mtg (10 @ 1 hour ea)		10	10	10	10	10				
1.2.3 - DRAFT PER Review meeting w/ LBB and FAA										
Meeting Preparation		2				2				
Meeting Travel (1 Hour Total)	3	1	1		1					
Meeting Attendance		2	2	2	2					
Meeting Minutes (Prepare and Issue)		1				1				
1.2.4 - FINAL PER Review meeting w/ LBB and FAA										
Meeting Preparation		2				2				
Meeting Travel (1 Hour Total)	3	1	1		1					
Meeting Attendance		2	2	2	2					
Meeting Minutes (Prepare and Issue)		1				1				
TASK 1.3 - Subconsultant Coordination										
1.3.1 - Coordination with RS&H		20	40	10						
1.3.2 - Coordination with Parkhill Surveying		6	12	6						
1.3.3 - Coordination with Terra Engineers		6	12	4						
1.3.4 - Coordination with Rios Group		6	12	8	12					
1.3.5 - Coordination with Mead & Hunt		4	4							
1.3.6 - Coordination of NEPA with Coffman		7								
TASK 1.4 - Technical Investigation/Analysis										
1.4.1 - Gather/Review Record Drawing Information		2	12	12						
Gather/Review Airport Ops and Fleet Mix (by RS&H)										
1.4.2 - Review Airport Layout Plan		1	2							
1.4.3 - Review applicable FAA AC's		2	12	8						
1.4.4 - Develop Design Criteria		6	24	24	12					
1.4.5 - Review Topographic Survey		1	8	16						

1.4.6 - Create 3D Model with Topographic Survey			6	24	60	24					
1.4.7 - Perform Drainage Analysis and related			8	80	52		24				
1.4.8 - Explore Drainage Improvements			4	64	52						
1.4.9 - Review SUE Report			4	8							
1.4.10 - Explore utility adjustment alternatives			4	14	20	24					
Review Electrical Systems including lights, signs, electrical vault and FAA Navaids (by RS&H)											
1.4.11 - Review Geotechnical Investigation			2	8							10
Analyze Pavement Options (by RS&H)											
Perform FAARFIELD Analysis (by RS&H)											
Prepare Phasing Alternatives (by RS&H)											
Perform NEPA Environmental (by Coffman)											
Perform AGIS Obstruction Survey (Excluded from scope)											
TASK 1.5 - Report Preparation											
1.5.1 - Prepare Draft Narrative											
Introduction			1	2			2				5
General Airport Description			1	2			2				5
Existing Airfield Facilities			1	4			2				7
Geotechnical Investigation			1	4			2				7
Airfield Design			1	8			2				11
Design of Pavement Section			1				2				3
Lighting/Signage/NAVAID			1				2				3
Const. Sequencing, Scheduling, Phasing			1				2				3
Other Design Consideration			1	2			2				5
Recommendations			4	8			2				14
Engineer's Opinion of Probable Cost			1				2				3
1.5.2 - Make Revisions & Submit Final Version			4	16			4				24
TASK 1.6 - Exhibit Preparation											
1.6.1 - Prepare Schematic Layouts/Plans			4	20	30	40					94
1.6.2 - Prepare Preliminary Phasing Layouts (by											
TASK 1.7 - Opinion of Probable Cost and Schedule Preparation											
Prepare Preliminary OPC (by RS&H)											
1.7.1 - Prepare/update design schedule			4								4
Prepare DRAFT construction schedule (by RS&H)											
TASK 1.8 - Parkhill SQ 1 QA/QC											
1.8.1 - Perform independent quantity takeoff			4	8	10						22
1.8.2 - Administer PM QC checklist			4								4
1.8.3 - Administer PE QC checklist				4							4
1.8.4 - Independent document review			16								
Labor Subtotals	Hours	Trip Count	11	300	450	351	158	152			141
	Salary			$92,100	$115,650	$69,498	$21,646	$15,200			$314,0

Direct Expenses Project: Project No: Task: Current Fee:

Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs	Amount
611 Structural Consultant	
612 Mech/Elec Consultant	
613 Environ/Civil Consultant	
614 Architectural Consultant	
615 Testing Consultant (Geotech, CMT, TAB, etc.)	
616 Surveying Consultant	
617 Interior Design Consultant	
618 Other Consultant - Kitchen / Food Consultant	
618 Other Consultant - Acoustical Consultant	
618 Other Consultant - AV/ IT Consultant	
618 Other Consultant	
Total Direct Consultants	

Direct Expense Costs								
621 Travel								
Motel	1 Days @	1	Men @	$150.00 /Man-day	=	$150.00		
Air Travel	4 Air Fare @	1	Men @	$600.00 /Man	=	$2,400.00		
Parking	4 Days @	$20.00	/Day		=	$80.00		
Car Rental	4 Days @	$150.00	/Day		=	$600.00		
Mileage	35 Miles @	$0.655	@	11 Trips	=	$252.18		
						Subtotal		$3,482
622 Reproductions								
Blackline Prints								
34" x 22"		Shts @	$2.50 /Sht	@	Sets =			
36" x 24"		Shts @	$2.75 /Sht	@	Sets =			
42" x 30		Shts @	$3.25 /Sht	@	Sets =			
Other		sf @	$0.55 /sf	@	Sets =			
Mounting Foam Board		Boards @	$10.00 /ea	@				
Printing:								
Set Up Fee	750	Originals @	$0.15 /Sht	@	2 Submittals =	$225.00		
8-1/2" x 11" B&W	500	Originals @	$0.09 /Sht	@	14 Sets =	$630.00		
8-1/2" x 11" Color	200	Originals @	$0.55 /Sht	@	14 Sets =	$1,540.00		
11" x 17" B&W	25	Originals @	$0.18 /Sht	@	14 Sets =	$63.00		
11" x 17" Color	25	Originals @	$1.05 /Sht	@	14 Sets =	$367.50		
Binding Cost	20	Sets @	$2.00 /Set		=	$40.00		
Laminating		Shts @	$2.00 /Sht		=			
Scan to file								
Burn to CD/DVD		CD/DVD @	$13.50 /each		=			
Scan Specs		Originals @	$0.15 /Sht		=			
Scan Drawings		Originals @	$1.50 /Sht		=			
						Subtotal		$2,866
623 Models/Renderings/Photos		Shots @	/Shot					
624 Telephone	100 Calls @	$2.00	/Call					$200
625 Meals	2 Days @	5	Men @	$20.00 /Man-day				$200
626 Field Supplies								
628 Postage	20 Mailings @	$1.00	/Mailing	(Standard)				$20
628 Postage	4 Mailings @	$40.00	/Mailing	(Overnight)				$160
629 Publications								
630 Misc Reimbursable Exp								
632 Temporary Personnel								
634 Office Supplies								
635 CADD								
636 Field Equip Rental								
639 License & Regulation Fee								
643 NM Gross Receipt Tax								
647 Computer Supplies								
						Total Direct Expenses		$6,928

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: April 18, 2023

Prepared By: Haberer
Principal: Haberer
Project Manager: Haberer

Project Name: TWY L Ext, TL Add and Apron Exp
Project Number: 40522.22
Task/Discipline: 8SSD
Projected Start Date: June 1, 2023

Fee (Revenue) Type: Lump Sum
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:			
Direct Consultants:	$689,240	Labor:	
Markup on Directs	$79,236		
Direct Expenses:		Directs:	$768,476
Reimbursable Consultants:		Subtotal:	$768,476
Reimbursable Expenses:		Reimbursables:	
Total Fee:	$768,476	**Total Fee:**	$768,476

*** Excludes markup on survey services**

$768,476

Direct Expenses Project: Project No: Task: Current Fee:

Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs			Amount
611 2/1/2023			
612 Mech/Elec Consultant			
613 Civil Consultant	RS&H		$321,300
614 Civil Consultant	Mead & Hunt		$18,155
615 Testing Consultant (Geotech, CMT, TAB, etc.)	Terra Engineers		$78,985
616 Surveying Consultant	Parkhill		$161,000
617 Interior Design Consultant			
618 Other Consultant - Kitchen / Food Consultant			
618 Other Consultant - Acoustical Consultant			
618 Other Consultant - AV/ IT Consultant			
618 Other Consultant - SUE Services	Rios Group		$109,800
		Total Direct Consultants	$689,240

Direct Expense Costs						
621 Travel						
Motel	Days @		Men @	/Man-day	=	
Air Travel	Air Fare @		Men @	/Man	=	
Parking	Days @		/Day		=	
Car Rental	Days @		/Day		=	
Mileage	Miles @	$0.655	@	Trips	=	
					Subtotal	
622 Reproductions						
Blackline Prints						
34" x 22"	Shts @		$2.50 /Sht	@	Sets =	
36" x 24"	Shts @		$2.75 /Sht	@	Sets =	
42" x 30	Shts @		$3.25 /Sht	@	Sets =	
Other	sf @		$0.55 /sf	@	Sets =	
Mounting Foam Board	Boards @		$10.00 /ea	@		
Printing:						
Set Up Fee	Originals @		$0.15 /Sht	@	Submittals =	
8-1/2" x 11" B&W	Originals @		$0.09 /Sht	@	Sets =	
8-1/2" x 11" Color	Originals @		$0.55 /Sht	@	Sets =	
11" x 17" B&W	Originals @		$0.18 /Sht	@	Sets =	
11" x 17" Color	Originals @		$1.05 /Sht	@	Sets =	
Binding Cost	Sets @		$2.00 /Set		=	
Laminating	Shts @		$2.00 /Sht		=	
Scan to file						
Burn to CD/DVD	CD/DVD @		$13.50 /each		=	
Scan Specs	Originals @		$0.15 /Sht		=	
Scan Drawings	Originals @		$1.50 /Sht		=	
					Subtotal	
623 Models/Renderings/Photos			Shots @	/Shot		
624 Telephone	Calls @		/Call			
625 Meals	Days @		Men @	/Man-day		
626 Field Supplies						
628 Postage	Mailings @		/Mailing	(Standard)		
628 Postage	Mailings @		/Mailing	(Overnight)		
629 Publications						
630 Misc Reimbursable Exp						
632 Temporary Personnel						
634 Office Supplies						
635 CADD						
636 Field Equip Rental						
639 License & Regulation Fee						
643 NM Gross Receipt Tax						
647 Computer Supplies						
					Total Direct Expenses	

Parkhill
Hourly Rate Schedule
January 1, 2023 through December 31, 2023

Client: City of Lubbock Aviation **Project:** LBB TWY L Extension, Taxilane Addition, and Apron Expansion

Agreement Date: _____ **Location:** Lubbock, Texas

CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	$61.00
SUPPORT STAFF II	$72.00
SUPPORT STAFF III	$99.00
SUPPORT STAFF IV	$105.00
SUPPORT STAFF V	$117.00
SUPPORT STAFF VI	$126.00
PROFESSIONAL LEVEL I	
Architect	$124.00
Civil Engineer	$135.00
Electrical Engineer	$138.00
Interior Designer	$118.00
Landscape Architect	$118.00
Mechanical Engineer	$129.00
Structural Engineer	$129.00
Survey Tech	$110.00
Other Professional	$116.00
PROFESSIONAL LEVEL II	
Architect	$134.00
Civil Engineer	$151.00
Electrical Engineer	$156.00
Interior Designer	$124.00
Landscape Architect	$124.00
Mechanical Engineer	$149.00
Structural Engineer	$147.00
Survey Tech	$120.00
Other Professional	$122.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL III	
Architect	$152.00
Civil Engineer	$187.00
Electrical Engineer	$182.00
Interior Designer	$136.00
Landscape Architect	$147.00
Mechanical Engineer	$174.00
Structural Engineer	$180.00
Survey Tech	$140.00
Other Professional	$134.00
PROFESSIONAL LEVEL IV	
Architect	$186.00
Civil Engineer	$218.00
Electrical Engineer	$214.00
Interior Designer	$149.00
Landscape Architect	$159.00
Mechanical Engineer	$204.00
Structural Engineer	$208.00
Survey Tech	$170.00
Other Professional	$158.00
PROFESSIONAL LEVEL V	
Architect	$226.00
Civil Engineer	$263.00
Electrical Engineer	$261.00
Interior Designer	$179.00
Landscape Architect	$194.00
Mechanical Engineer	$249.00
Structural Engineer	$251.00
Professional Land Surveyor	$198.00
Other Professional	$176.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL VI	
Architect	$251.00
Civil Engineer	$283.00
Electrical Engineer	$295.00
Interior Designer	$217.00
Landscape Architect	$234.00
Mechanical Engineer	$282.00
Structural Engineer	$271.00
Professional Land Surveyor	$219.00
Other Professional	$213.00
PROFESSIONAL LEVEL VII	
Architect	$323.00
Civil Engineer	$338.00
Electrical Engineer	$338.00
Interior Designer	$243.00
Landscape Architect	$323.00
Mechanical Engineer	$323.00
Structural Engineer	$338.00
Professional Land Surveyor	$263.00
Other Professional	$323.00

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2023 through December 31, 2023. After December 31, 2023, invoices will reflect the Schedule of Charges currently in effect.

LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT

LBB TWY L Extension, Taxilane Addition, and Apron Expansion Project

Preliminary Engineering Report (PER) Phase Services

PROJECT PROPOSAL / SCOPE OF WORK

RS&H

RS&H, Inc.
4835 LBJ Freeway, Suite 800
Dallas, Texas 75244
469.857.7721

TBPE Registration No. F-3401

March 27, 2023

PROJECT PROPOSAL / SCOPE OF WORK

This proposal describes the scope of work and services to be provided by RS&H, Inc. (herein "Consultant") to Parkhill (herein "Engineer") for a Preliminary Engineering Report ("PER") for the TWY L Extension, Taxilane Addition, and Apron Expansion Project (herein "Project") at the Lubbock Preston Smith International Airport (herein "LBB" or "Client") in the City of Lubbock, Texas (herein "City"), including project schedule and project fees. This proposal is based on the Scope of Services and Fee Proposal Request provided by the Engineer to the Consultant on December 29, 2022, as included in Attachment A. The proposed fee for this Project is as shown in Attachment B and will completed in its entirety on a lump sum basis.

1. Project Description

The project generally consists of the scope elements listed below. The project scope elements and project area are as depicted in Attachment A.

- Extension of TWY L to the north end of RWY 17R-35L, including two taxiway connections aligning with TWY M and TWY T on the east side of the RWY.
- Addition of a new taxilane along the east edge of the Cargo Ramp.
- Realignment of TWY S and TWY V between TWY L and the Cargo Ramp to remove direct access points to the RWY.
- Expansion of the Cargo Ramp to the north to accommodate additional aircraft parking.
- Evaluation of the reconstruction or rehabilitation of TWY M and TWY T on the east side of the RWY within the Runway Safety Area.

The following professional disciplines/services/specialties are expected to be provided by the Consultant in the development of the Project:

- Project Management
- Civil Engineering
  - Pavement Design
  - Fencing Modifications (including TSA coordination)
  - Pavement Markings
  - Erosion control and Best Management Practices ("BMPs")
- Electrical Engineering
  - Airfield Lighting and Signage Modifications
  - Vault Improvements
  - ALCMS improvements
  - Evaluation of FAA-owned Navaids (including FAA coordination)
- Structural Engineering for Consultant's related scope of work as listed herein
- Consultant's (Engineer's) Opinion of Probable Construction Cost ("EOPC") for entire scope of work
- Phasing
  - Construction Duration Estimating
  - Safety and Security

- Airspace Impact Evaluations
  - FAA Form 7460-1, Notice of Proposed Construction or Alteration
  - FAA Form 7480-1, Notice for Construction, Alteration and Deactivation of Airports
- Quality Control Reviews for entire scope of work
- Project details and element descriptions, as necessary

The Consultant design team does not include any subconsultants. Any subconsultants necessary for this Project are expected to be contracted directly to the Engineer.

It is assumed for this scope of work that coordination with the City will be performed by Client or Engineer staff and resulting direction will be provided to the Consultant. The Consultant will not directly contact the City without the Client or Engineer present.

The Consultant's design is intended to comply with local, state, and federal codes. If standards conflict, the most stringent standard will govern. The Project components will be evaluated and designed to the following publications and standards, latest published edition at time of contract execution, as applicable, including (but not limited to):

- *FAA AC 150/5300-13, Airport Design*
- *FAA AC 150/5320-6, Airport Pavement Design and Evaluation*
- *FAA AC 150/5340-1, Standards for Airport Markings*
- *FAA AC 150/5340-18, Standards for Airport Sign Systems*
- *FAA AC 150/5340-30, Design and Installation Details for Airport Visual Aids*
- *FAA AC 150/5345-56, Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)*
- *FAA AC 150/5370-2, Operation Safety on Airports During Construction*
- *FAA AC 150/5370-10, Standards for Specifying Construction of Airports*
- *FAA STD-19F, Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment*
- *FAA Order 6750.16E, Siting Criteria for Instrument Landing Systems*
- *FAA Order 6850.2C Visual Guidance Lighting Systems*
- *FAA FAARFIELD*
- *National Electrical Code (NFPA-70)*
- *PARAS Recommended Security Guidelines for Airport Planning, Design, and Construction (2021)*
- OSHA – Occupational Safety and Health Administration

Project drawings and exhibits as necessary to graphically portray the intent of the PER analysis will be prepared in in AutoCAD 2020 format. It is assumed existing conditions will be provided to the Consultant by the Engineer in a compatible format.

This scope of work assumes that all proposed project elements will be constructed in one (1) project. There is significant overlap between items in each task, and the fee proposal reflects that. Any deviations from these assumptions once notice has been given to the Consultant to begin the work of this contract may require a change to the Project scope and additional fees.

Deletion of a task(s) or the requirement for additional work not specifically included herein will require re-evaluation of the proposed fee.

2. Project Elements

The following is a listing of elements of the Project anticipated to be provided by the Consultant:

- Data Collection and Site Inspection
  - The Consultant will obtain and review record drawings associated with the project site, as may be available from the Client.
  - The Consultant will obtain and review applicable design standards related to the Consultant's scope of work. For this project, FAA and City standards are anticipated to be the governing documents.
  - The Consultant will visually inspect the project area and document overall visible conditions within the project area as part of the PER analysis.
- Geometrics and Site Design
  - The Consultant will provide analysis and direction for the anticipated pavement markings required for the site in accordance with *FAA AC 150/5340-1, Standards for Airport Markings*, latest published edition at time of contract execution.
- Pavement Design
  - The Consultant will provide taxiway pavement strength and material design recommendations in accordance with the FAA's *FAARFIELD* standard thickness design software and *FAA AC 150/5320-6, Airport Pavement Design and Evaluation,* design guidelines, latest published edition at time of contract execution.
  - The Consultant will coordinate with the Client's staff, FAA control tower personnel, and tenants, as necessary, to determine the appropriate aircraft fleet mix to be used in the taxiway pavement design. It is anticipated the Client will provide final approval of the aircraft fleet mix to be used.
- Fencing Modifications Design
  - Security fence alignment changes may be required to allow for the placement of the new facilities. The Consultant will provide fencing modification design recommendations in accordance with *FAA AC 150/5370-10, Standards for Specifying Construction of Airports, Part 10 – Fencing*, latest published edition at time of contract execution.
  - The Consultant will provide exhibits as required to convey the proposed modifications to the Transportation Security Administration (TSA). It is assumed the Client will be responsible for direct coordination with the TSA, though the Consultant will participate in meetings as necessary to coordinate the approval or revision to the proposed modifications. It is assumed any meetings for this coordination will be held via teleconference ad will not require travel by the Consultant.
- Airfield Electrical Improvements
  - The Consultant will provide analysis and direction for the anticipated airfield lighting and signage modifications to accommodate the new airfield geometry resulting from this Project, in accordance with applicable FAA design guidelines.
  - The Consultant will provide analysis and direction for the anticipated updates to the Airfield Lighting Control and Monitoring System ("ALCMS").

- The Consultant will provide analysis and direction for the anticipated updates to the airfield electrical vault, as required. This includes the review of regulator capacities and conditions for affected circuits.
- The Consultant will review impacts to the adjacent glide slope and other FAA-owned Navaids impacted by the scope of this Project. The Consultant will recommend solutions and assist with coordination of FAA Reimbursable Agreement. It is assumed any meetings for this coordination will be held via teleconference ad will not require travel by the Consultant.
- The Consultant will coordinate with the FAA SSC Manager regarding impact to FAA-owned facilities.

→ SWPPP / Erosion Controls

- The Consultant will provide analysis and direction for the anticipated Erosion Control Best Management Practices ("BMPs") related to the scope of work of this Project.

→ Phasing / Safety and Security

- The Consultant will review and analyze the following: potential impacts to safety and operational safety associated with aviation related areas; Airport Operations Area ("AOA") ingress/egress routes; aircraft movement areas; coordination; markings; signage; construction staging areas; vehicles crossing active pavements procedures; Notices to Airmen ("NOTAMs"); jet blast-prop-wash safety; night-time construction lighting; dust control; hauling of debris; and equipment parking. The analysis will not address the study of visibility, line of sight issues involving permanent structures, the analysis of interference with communications and surveillance equipment, or environmental studies.
- The Consultant will prepare Project conceptual safety and phasing plans in conformance with *FAA AC 150/5370-2, Operational Safety on Airports during Construction*, latest edition. A site-specific Construction Safety Phasing Plan ("CSPP") is not included in this scope of work and is anticipated to be completed by the Consultant in subsequent design phases.
- The Consultant will prepare construction durations for all phases of work.

→ Permitting

- The Consultant will prepare and file a Notice of Proposed Construction or Alteration (FAA Form 7460-1) for the Project electronically to the FAA for Obstruction Evaluation / Airport Airspace Analysis ("OE/AAA") review and approval.
- The Consultant will prepare and file a Notice for Construction, Alteration and Deactivation of Airports (FAA Form 7480-1) for the modified geometry of airfield resulting from this Project, electronically, to the FAA for review and approval.

3. Basic Services

The Client must authorize work through issuance of a Notice to Proceed ("NTP") for each task. The Consultant will not proceed with the work of each task until such written notice is provided. The Consultant will provide the following services:

TASK 1 PRELIMINARY ENGINEERING REPORT PHASE

Task 1.01 Perform Project Initiation / Setup

The Consultant will complete the necessary Project initiation and documentation setup in order to appropriately manage the Project.

Task 1.02 Perform Data Collection and Research

The Consultant will collect and review available data related to the project area and the proposed improvements. The Consultant will review the Client's files and records to determine relevant information for the Client's staff to provide such as previous design drawings, existing permits, boundary surveys, development concepts and drawings, surveys, and geotechnical investigation reports. The Client or Engineer will provide copies of all pertinent documents including CAD drawings, when available, to the Consultant in a timely manner to allow the project to move ahead efficiently.

Task 1.03 Prepare Draft Preliminary Engineering Report ("PER")

The Consultant will prepare the specific components of the PER as identified in this proposal as scoped for the Consultant, generally consisting of a description of the scope of the project, evaluation and analysis of design elements, evaluation of design standards, evaluation of applicable requirements of governmental authorities having jurisdiction, airfield electrical improvement recommendations, pavement design recommendations, analysis of the geotechnical investigation, evaluation of preliminary safety and phasing concepts, the Consultant's (Engineer's) Opinion of Probable Construction Cost ("EOPC"), preparation of a preliminary construction schedule, relevant exhibits to clearly indicate the considerations involved, alternatives available to the Client, and the Consultant's findings and recommendations. The Consultant will project drawings and exhibits as necessary to graphically portray the intent of the PER analysis; this proposal does not include the provision of a defined drawing set or technical specification submittal.

This phase of work is anticipated to require significant coordination with the FAA to identify their requirements for impacted FAA-owned Navaids and development of the FAA Reimbursable Agreement.

The Consultant will provide an EOPC for the entirety of the Project scope, including elements not designed or evaluated by the Consultant. Quantity take-offs for elements not designed or evaluated by the Consultant will be based on data provided to the Consultant by the Engineer.

In providing EOPCs, the Consultant has no control over the cost or availability of labor, equipment, or materials, or other local market conditions and that the Consultant's EOPCs are made on the basis of the Consultant's professional judgement and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's EOPC.

Task 1.04 Perform In-House Quality Control Review – Draft PER

The Consultant will conduct an in-house quality control (QC) review of the draft PER prior to submittal to the Client, the City, and FAA. The review will cover the deliverables for the entirety of the Project scope, including elements not designed or evaluated by the Consultant. The QC review will be performed as follows:

- Independent QC Review – An independent Engineer not actively involved in the Project will review for readability, accuracy, appearance, and acceptability

- Independent Technical Peer Review – For each discipline associated with the Project, an independent Engineer not actively involved in the Project will review the documents for alignment with methodologies, calculations, and code compliance
- Constructability Review – a comprehensive look at the Project to ensure alignment between plans and specifications, phasing impacts, potential conflicts, etc.
- Discipline Coordination Review – an interdisciplinary review to ensure coordination of elements between disciplines

Task 1.05 Submit Draft PER

The Consultant will review the in-house quality control review of the draft PER and incorporate applicable comments into the draft PER.

Task 1.06 Prepare Final PER

The Consultant will review draft PER review comments received from Client's authorized representative(s) and incorporate applicable comments and appropriate scope changes related to the Consultant's scope of work into the final PER. The Consultant will provide a written response for each comment as to how it will be incorporated into the final PER or why the comment was not applicable. The Consultant will identify impacts of all scope changed requested by the reviewers and update the PER accordingly. Comments that require a significant change in scope from previous direction provided may require an additional scope and fee.

Task 1.07 Perform In-House Quality Control Review – Final PER

The Consultant will conduct an in-house quality control review of the final PER prior to submittal to the Client, the City, and FAA. The review will cover the deliverables for the entirety of the Project scope, including elements not designed or evaluated by the Consultant. The QC review will be performed as follows:

- Independent QC Review – An independent Architect/Engineer not actively involved in the Project will review for readability, accuracy, appearance, and acceptability
- Independent Technical Peer Review – For each discipline associated with the Project, an independent Engineer not actively involved in the Project will review the documents for alignment with design methodologies, calculations, and code compliance
- Constructability Review – a comprehensive look at the Project to ensure alignment between plans and specifications, phasing impacts, potential conflicts, etc.
- Discipline Coordination Review – an interdisciplinary review to ensure coordination of elements between disciplines

Task 1.08 Submit Final PER

The Consultant will review the in-house quality control review of the final PER and incorporate applicable comments into the final PER.

Task 1.09 Prepare and Submit FAA Form 7460-1

The Consultant will prepare and file a Notice of Proposed Construction or Alteration (FAA Form 7460-1) for the Project electronically to the FAA for OE/AAA review and approval.

Task 1.10 Prepare and Submit FAA Form 7480-1

The Consultant will prepare and file a Notice for Construction, Alteration and Deactivation of Airports (FAA Form 7480-1) for the Project electronically to the FAA for review and approval.

Task 1.11 Meetings / Presentations

To further the design progress and coordinate efforts, various meetings are anticipated throughout the design process. For meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare minutes of each meeting with respect to project components designed by the Consultant and distribute to the Engineer within two (2) working days, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

- **Pre-Design Conference**

  The Consultant will coordinate and attend one (1) pre-design/kick-off meeting with the Engineer and Client to discuss and solidify (to the extent feasible):

  - Project scope, goals, and client expectations
  - Describe the methods by which the project will be performed
    - Design features, design constraints, design parameters, and local conditions
  - Consider budget and funding availability as it relates to phasing considerations
  - Discuss current condition of systems in question
  - Understand other ongoing work that may impact the Project
  - Start to develop the design and construction schedule, including submittals
  - Communication channels, coordination requirements, and responsibilities
  - Other related items

  This meeting is anticipated to be held at the Airport and will require travel by the Consultant.

- **Site Investigation**

  The Consultant will coordinate and attend one (1) site investigation meeting with the Client and various subconsultants to review and document the visible conditions of the project site. The Client will attend with knowledgeable staff and provide access to all areas associated with the Project to ensure a comprehensive walkthrough. The walkthrough will use the data received in Task 1.02 as the basis for the verification of existing documentation to the extent possible. As part of this task, measurements will be taken to validate existing condition documentation.

  This meeting is anticipated to be held at the Airport concurrently with the Pre-Design Conference and will require travel by the Consultant.

- **Design Development / Coordination Meetings**

  To further the design and maximize a coordinated effort, Design Development / Coordination Meetings may be required. These meetings are intended to be "workshop" meetings to discuss design alternatives and requirements. Attendees at the meeting may include the Client staff, City staff, FAA, stakeholders, Airport users, and other tenants.

  Eight (8) meetings have been anticipated. Six (6) meetings are anticipated to be held via teleconference and will not require travel by the Consultant. Two (2) meetings are anticipated to be held at the Airport or City offices and will require travel by the Consultant.

- **Draft PER Review Meeting**

  The Consultant will coordinate and attend one (1) draft PER review meeting with the Client, City, FAA, and other attendees, as applicable, to receive comments and direction regarding the PER and

subsequent submittals. This meeting is anticipated to be held at the Airport and will require travel by the Consultant.

- **Final PER Review Meeting**

  The Consultant will coordinate and attend one (1) final PER review meeting with the Client, City, FAA, and other attendees, as applicable, to receive comments and direction regarding the PER and subsequent Design Documents (not included in this proposal). This meeting is anticipated to be held at the Airport and will require travel by the Consultant.

Task 1.12 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and complete the efforts within the proposed time frame.

This task will include scheduling, resource allocation, monitoring, oversight, direction and control for aspects of the team's efforts including assembly and coordination of documentation. The Consultant will complete meeting preparation activities, minutes of each meeting with respect to project components designed by the Consultant and distribute to the Engineer within two (2) working days, and assign appropriate follow-up activities.

This task will also include routine communication, as necessary, with the Client, the City, and FAA to discuss Project progress.

4. Meetings and Presentations

The following meetings and presentations will be attended as part of this proposal:

Task	Total Meetings	In-Person Meetings	Teleconference Meetings
Task 1.11 Pre-Design Conference / Site Investigation	1	1	
Task 1.11 Design Development / Coordination Meetings	10	2	8
Task 1.11 Draft PER Review Meeting	1	1	
Task 1.11 Final PER Review Meeting	1	1	
Total	**13**	**5**	**8**

The Consultant will prepare minutes of each meeting with respect to project components designed by the Consultant and distribute to the Engineer within two (2) working days of the meeting. Meetings held in-person will require travel by the Consultant. Meetings held via teleconference will not require travel by the Consultant.

5. Deliverables

All deliverables are anticipated to be provided to the Engineer electronically by the Consultant. PDF files will be provided for all deliverable documents. Word, Excel, and CAD files will be provided for all working documents. The Engineer will compile the final deliverables for submission to the Client.

6. Schedule

The Consultant proposes to perform the services as noted herein in accordance with the following schedule:

→ Notice to Proceed (NTP)	As coordinated with the Client
→ Pre-Design Conference	As coordinated with the Client (Anticipated within 2 Weeks of NTP)
→ Draft PER Submittal	6 Weeks after Topographical Survey and Geotechnical Investigation are completed (Anticipated approximately 16 Weeks after NTP)
→ Final PER Submittal	4 Weeks after Draft PER Review Meeting (Anticipated approximately 20 Weeks after NTP)

*The schedule does not include review time for the Client, City, FAA, or other governing authorities.

It is assumed the Final PER will be submitted to the Client no more than twenty (20) weeks after NTP is provided to the Consultant. The actual schedule may vary significantly as the Project design progresses and the scope is further developed. Delays to the proposed design schedule outside of the Consultant's control will require re-evaluation of the proposed schedule and / or design fees.

7. Professional Fees

The proposed fee for this Project is as shown in Attachment B and will completed in its entirety on a lump sum basis.

8. Exclusions and Assumptions

Tasks not specifically identified in this scope of work are not included in this Contract. In addition, the following is a listing of major items not included as part of this Proposal. This list will not be construed as the only items not included as part of this scope of services.

- → Construction Documents for bid purposes
- → Funding coordination
- → National Environmental Policy Act (NEPA) documentation beyond SWPPP plan sheets
- → National Pollutant Discharge Elimination System ("NPDES") / Texas Pollutant Discharge Elimination System ("TPDES") / TCEQ permits
- → Transportation Security Administration coordination beyond that noted herein
- → Environmental remediation (wetlands, soil contamination, etc.)
- → Permitting beyond that noted herein, including any and all permit fees unless otherwise indicated
- → Topographic survey
- → Boundary surveys
- → Obstruction surveys
- → Survey platting
- → Geotechnical investigation
- → Subsurface Utility Explorations
- → Utility improvements
- → Stormwater / drainage improvements, including drainage calculations, drainage modeling, stormwater detention, etc.
- → Flood plain analysis and Conditional Letter of Map Revision ("CLOMR") application
- → Safety Risk Management System ("SRM") and Safety Assessment

- Per- and polyfluoroalkyl substances (PFAS) analysis and mitigation
- Trench safety plan
- Confined space plan
- Clearing of existing trees and / or other vegetation
- Landscape design / architecture
- Irrigation design
- Tree Survey
- Existing conditions and demolition requirements
- Geometric layout of proposed taxiway pavements
- Pavement profiles and cross sections
- Paving plan and elevation grids
- Joint layout
- Tree Preservation Plan and Permit Application
- Site-specific Construction Safety Phasing Plan ("CSPP")
- Site-specific Construction Management Plan ("CMP")
- Updates to Airport Layout Plan
- Design Phase services beyond the PER phase
- Bidding services
- Construction and closeout phase services, RPR services, construction materials acceptance testing, construction staking, and/or any other construction-related services
- Construction verification surveys
- As-built survey
- Closeout services (including Record Drawing production)
- Additional travel to the Airport, FAA offices, or any other requested travel, beyond those meetings explicitly noted herein

The following are assumed for this proposal:

- Preferred Site Plan will not change significantly from what is currently shown in Attachment A. Changes due to multiple iterations of site plans, or edits to the site plan may require additional design fees.
- All utilities are available at the site and no offsite improvements are required.
- Topographical survey will be obtained by the Engineer and provided to the Consultant.
- Geotechnical investigations and topographic survey will be obtained by the Engineer and provided to the Consultant.
- Subsurface Utility Explorations will be obtained by the Engineer and provided to the Consultant.
- Existing utilities information within the project limits is anticipated to be provided to the Consultant by the Engineer.
- The Client will provide current operational data (type of aircraft and number of operations) for pavement design purposes.
- National Environmental Policy Act ("NEPA") documentation is expected to be completed by the Client's staff under separate contract. No NEPA documentation is included in this scope of work.
- The Consultant will not perform services/work related in any way to PFAS chemicals or substances possibly containing PFAS chemicals and RS&H shall not be liable for the non-performance of such services/work.

A proposed scope and fee for related design and construction services is anticipated to be prepared under a future package.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Attachment A
Scope of Services

Parkhill

December 29, 2022

Elliot Neph, PE, LEED GA, ENV SP, Vice President
RS&H, Inc.
4835 LBJ Freeway Suite 800
Dallas Texas 75244

Re: LBB TWY L Extension, Taxilane Addition, and Apron Expansion Project
Scope of Services and Fee Proposal Request

Dear Mr. Neph:

Lubbock Preston Smith International Airport (LBB) retained Parkhill to undertake a Preliminary Engineering Report (PER) for the TWY L Extension, Taxilane Addition, and Apron Expansion Project. Project scope is further defined by attached exhibit. Parkhill is working to compile a PER scope/fee proposal and request a written scope of services and fee proposal from RS&H for:

1. Attend and participate in a visual inspection of Project site and help document key findings to address in Project scope. Includes attendance of Project kickoff meeting with LBB and other stakeholders.
2. Attend and participate in interim review and final review meetings with LBB and FAA.
3. Coordinate with FAA SSC Manager regarding impact to FAA-owned facilities.
4. Review geotechnical report and utilize in pavement design process.
5. Lead effort to define fleet mix and operations data through coordination with Parkhill and LBB.
6. Lead pavement design using FAARFIELD in accordance with FAA AC 150/5320-6G.
7. Review existing airfield lighting and signage in Project footprint. Review regulator capacity and condition for affected circuit(s), referencing and documenting applicable Advisory Circulars. Recommend solution for lighting, signage, and vault improvements necessary for airfield pavement expansion.
8. Review impact to glide slope and other FAA-owned Navaids. Recommend solution and assist with coordination of FAA Reimbursable Agreement.
9. Prepare Project conceptual safety and phasing plan.
10. Prepare construction durations for all phases of work.
11. Prepare Project FAA airspace submittal and submit via OE/AAA website.
12. Prepare Project quantity takeoff and Opinion of Cost for entire scope.
13. Perform QC Review of PER document in its entirety and recommend necessary changes.

To meet Owner-requested deadline, we respectfully request your proposal by January 6, 2023. You may contact me directly at 806.473.3600 if we need to discuss this request in more detail.

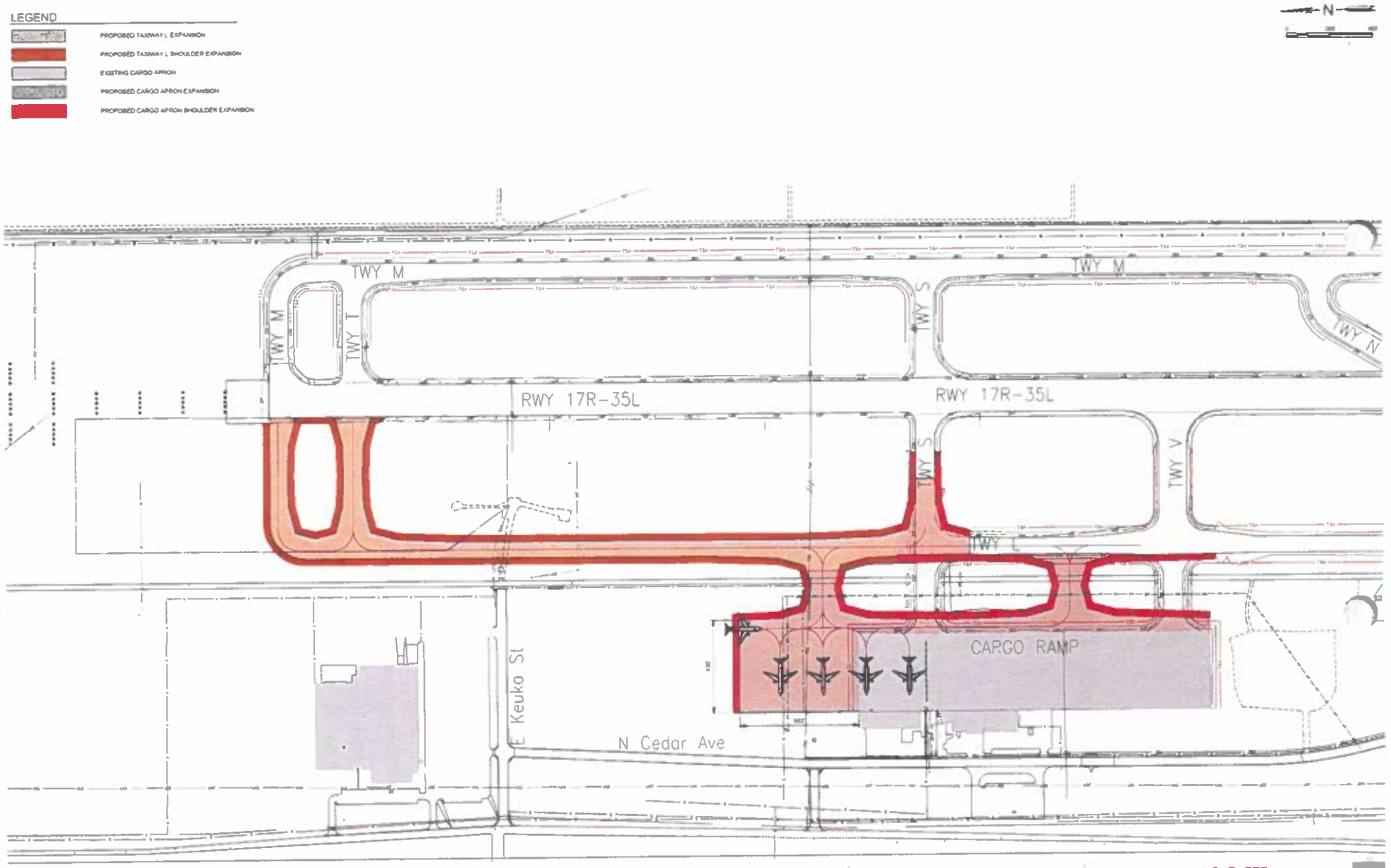
Sincerely,

PARKHILL

By _____
Mark D. Haberer, PE
Project Manager

MDH/dg
Enclosures

\\Data1\Projects3\2022\40522.22\04_PRCMNT\00_PASS\ENeph_RSH ProposalRequest.docx



TAXIWAY L & CARGO APRON EXPANSION | CONCEPTUAL DESIGN | Parkhill 03/27/2023 | A1

Attachment B
Fee Proposal

RS&H

ATTACHMENT B
SUMMARY OF PROFESSIONAL FEES

Lubbock Preston Smith International Airport
LBB TWY L Extension, Taxilane Addition, and Apron Expansion Project

Preliminary Engineering Report (PER) Phase Services

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	SENIOR CIV ENG	CIV ENG III	CIV ENG I	SENIOR ELEC ENG	ELEC ENG II	STR ENG II	DRAINAGE ENG III	UTILITIES ENG III	ADMIN ASST.	TOTAL
Task 1 – Preliminary Engineering Report Phase												
Task 1.01 Perform Project Initiation / Setup	2	4									2	8
Task 1.02 Perform Data Collection and Research				2	16	2	16					36
Task 1.03 Prepare Draft Preliminary Engineering Report (PER)												
Task 1.03.01 Civil		48		86	152							286
Task 1.03.02 Electrical						92	178				12	282
Task 1.03.03 Structural								20				20
Task 1.03.04 Phasing		8		32		4	16					60
Task 1.03.05 Construction Durations		4		12								16
Task 1.03.06 Safety and Security		2		12								14
Task 1.03.07 Opinion of Probable Construction Cost												
Task 1.03.07.01 Civil		2		8	16							26
Task 1.03.07.01 Electrical		2				4	16					22
Task 1.03.07.01 Structural		1						6				7
Task 1.03.07.01 Drainage		1							6			7
Task 1.03.07.01 Utilities		1								6		7
Task 1.04 Perform In-House Quality Control Review – Draft PER												
Task 1.04.01 Civil		4	8								2	14
Task 1.04.02 Electrical		2				6						8
Task 1.04.03 Structural		2						4				6
Task 1.04.04 Drainage		2							8			10
Task 1.04.05 Utilities		2								8		10
Task 1.04.06 Constructability		4	8									12
Task 1.04.07 Opinion of Probable Construction Cost		4	2			2	2	2	2	2		16
Task 1.05 Submit Draft PER		1		2	8	1	4				2	18
Task 1.06 Prepare Final PER												
Task 1.06.01 Civil		16		29	51							96
Task 1.06.02 Electrical						31	60				4	95
Task 1.06.03 Structural								7				7
Task 1.06.04 Phasing		3		11		2	6					22
Task 1.06.05 Construction Durations		2		4								6
Task 1.06.06 Safety and Security		1		4								5
Task 1.06.07 Opinion of Probable Construction Cost												
Task 1.06.07.01 Civil		1		3	6							10
Task 1.06.07.01 Electrical		1				2	6					9
Task 1.06.07.01 Structural		1						2				3
Task 1.06.07.01 Drainage		1							2			3
Task 1.06.07.01 Utilities		1								2		3
Task 1.07 Perform In-House Quality Control Review – Final PER												
Task 1.07.01 Civil		2	4								2	8
Task 1.07.02 Electrical		1				3						4
Task 1.07.03 Structural		1						2				3
Task 1.07.04 Drainage		1							4			5
Task 1.07.05 Utilities		1								4		5
Task 1.07.06 Constructability		2	4									6
Task 1.07.07 Opinion of Probable Construction Cost		2	1			1	1	1	1	1		8
Task 1.08 Submit Final PER		1		2	8	1	4				2	18
Task 1.09 Prepare and Submit FAA Form 7460-1		1		4	16							21
Task 1.10 Prepare and Submit FAA Form 7460-1		1		4	16	2	4					27

RS&H

ATTACHMENT B
SUMMARY OF PROFESSIONAL FEES

Lubbock Preston Smith International Airport
LBB TWY L Extension, Taxilane Addition, and Apron Expansion Project

Preliminary Engineering Report (PER) Phase Services

	SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	SENIOR CIV ENG	CIV ENG III	CIV ENG I	SENIOR ELEC ENG	ELEC ENG II	STR ENG II	DRAINAGE ENG III	UTILITIES ENG III	ADMIN ASST.	TOTAL
	Task 1.11 Meetings / Presentations												
1	Task 1.11.01 Pre-Design Conference / Site Investigation (Onsite)		16		16		16						48
6	Task 1.11.03 Design Development / Coordination Meetings (Virtual)		9		9		9	9					36
2	Task 1.11.03 Design Development / Coordination Meetings (Onsite)		32		32		32						96
1	Task 1.11.04 Draft PER Review Meeting (Onsite)		16		16		16						48
1	Task 1.11.05 Final PER Review Meeting (Onsite)		16		16		16						48
20	Task 1.12 Project Management and Administration	5	30				20					10	65
	TOTAL HOURS	7	253	27	304	289	262	322	44	23	23	36	1590.0
	RATE	$ 400.62	$ 287.00	$ 269.89	$ 142.05	$ 114.43	$ 291.16	$ 165.14	$ 123.73	$ 165.54	$ 205.63	$ 134.85	
	TOTAL LABOR $	$ 2,804.34	$ 72,611.00	$ 7,287.03	$ 43,183.20	$ 33,070.27	$ 76,283.92	$ 53,175.08	$ 5,444.12	$ 3,807.42	$ 4,729.49	$ 4,854.60	$ 307,250.47

OTHER DIRECT NON-SALARY COSTS								
TRAVEL			Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of
	#People	#Days	$ 625.00	$ 80.00	$ 160.00	$ 50.00	$ -	Times
Task 1.11.01 Pre-Design Conference / Site Investigation (Onsite)	3	2	$ 1,875.00	$ 80.00	$ 480.00	$ 300.00	$ -	1
Task 1.11.03 Design Development / Coordination Meetings (Onsite)	3	2	$ 1,875.00	$ 80.00	$ 480.00	$ 300.00	$ -	2
Task 1.11.04 Draft PER Review Meeting (Onsite)	3	2	$ 1,875.00	$ 80.00	$ 480.00	$ 300.00	$ -	1
Task 1.11.05 Final PER Review Meeting (Onsite)	3	2	$ 1,875.00	$ 80.00	$ 480.00	$ 300.00	$ -	1
MILEAGE	750	Miles @	$ 0.50					
SUM OF ODC's								

Total Proposed Fee for:	**Task 1 – Preliminary Engineering Report Phase**	**LUMP SUM**	**$ 321,300.47**

Parkhill

December 29, 2022

Brad Rolf, PE, Business Unit Leader
Mead & Hunt Aviation Services
1743 Wazee Street, Suite 400
Denver Colorado 80202

Re: LBB TWY L Extension, Taxilane Addition, and Apron Expansion Project
Independent PER Peer Review

Dear Mr. Rolf:

Lubbock Preston Smith International Airport (LBB) retained Parkhill to undertake a Preliminary Engineering Report (PER) for the TWY L Extension, Taxilane Addition, and Apron Expansion Project. Project scope is further defined by attached exhibit. Parkhill would like Mead & Hunt to perform an independent peer review of the PER. If interested, please prepare a fee proposal to include, at minimum:

1. Review geotechnical report, verifying challenges and concerns are properly addressed in PER.
2. Review fleet mix, operations data, and proposed pavement design from FAARFIELD then recommend necessary adjustments.
3. Review preliminary pavement geometry for compliance with FAA AC 150/5300-13B.
4. Review drainage analysis and recommend necessary changes.
5. Review proposed airfield lighting and signage improvements against applicable Advisory Circulars and recommend necessary changes.
6. Review proposed solution(s) to impacted utilities and recommend necessary changes.
7. Review proposed phasing plan and construction durations and recommend necessary changes.
8. Review Opinion of Cost and recommend necessary changes.
9. Advise on key Advisory Circulars, Engineering Briefs, etc. that should be referenced but are not.
10. Review PER document in its entirety and recommend necessary changes.

To meet Owner-requested deadline, we respectfully request your proposal by January 6, 2023. You may contact me directly at 806.473.3600 if we need to discuss this request in more detail.

Sincerely,

PARKHILL

By _____
Mark D. Haberer, PE
Project Manager

MDH/dg
Enclosures

A:\2022\40522.22\00_ADMIN\00_CONTR\02_CONSULT\05_Mead&Hunt\DRAFT\BRolf_MH-PER_PeerReviewProposalRequest.docx

January 27, 2023

Mark D. Haberer, PE
Parkhill
4222 85th Street
Lubbock, TX 79423

Subject: Taxiway L Extension, Taxilane Addition, and Apron Expansion Project at Lubbock Preston Smith International Airport (LBB)

Dear Mark D. Haberer, PE:

Mead & Hunt, Inc. (Mead & Hunt) is pleased to submit this proposal to provide Independent Peer Review of Preliminary Engineering Report (PER) for the above-referenced project.

Project Understanding
Our proposal is based on your request for services dated December 29, 2022 and a follow-up phone call.

Scope of Services
After receipt of authorization to proceed, Mead & Hunt shall provide the requested services to independently review the PER. This shall include review and comments of:

- Geotechnical report, verifying challenges and concerns are addressed in the PER
- Incorporation of fleet mix and operations data into FAARFIELD pavement design
- Preliminary pavement geometry is compliant with FAA AC 150/5300-13B
- Drainage analysis is compliant with FAA AC 150/5320-5D
- Airfield lighting and signage improvements are compliant with FAA AC 150/5340-30J and the airfield lighting and signage plan
- Impacted utilities and recommended necessary changes
- Opinion of probable cost
- Inclusion/compliance with required but overlooked/missed Advisory Circulars

Mead & Hunt will advise on:

- Key related Advisory Circulars that should be referenced but are not.
- Any recommended changes in the reports or assessments listed above, including the assembled PER

Mead & Hunt will provide comments via Bluebeam Revu, and/or tabularized in a comment matrix in Excel.

Responsibilities of Parkhill
Scope of Services and Compensation are based on Parkhill performing or providing the following:

Mead & Hunt, Inc. | 999 18th Street, Suite 2300S, Denver, CO 80202 | 303-825-8844 | meadhunt.com

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Available data, drawings, and information related to this project.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.
- An explanatory kick-off meeting describing the overall intent of the project to be reviewed by Mead & Hunt, with Owner objectives and goals outlined during the meeting.
- A summary meeting to review comments and questions by Mead & Hunt.

Work Not Included in the Scope of Services

The following items are excluded from this agreement and will be provided by Parkhill. Mead & Hunt can provide Additional Service only as authorized by Parkhill:

- Project site visit
- Stamped drawings
- CAD design
- Renderings

Project Schedule

- Perform review of documentation within four (4) weeks of receipt

Compensation

The work described under the Scope of Services will be performed on a lump-sum basis. Parkhill will pay Mead & Hunt eighteen thousand one hundred fifty-five dollars ($ 18,155.00) as engineering fees for the work performed under this contract.

© 2022 Mead & Hunt, Inc.

Authorization
The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of Parkhill and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the *General Terms and Conditions for Engineering, Architectural, or Consulting Services* which is attached hereto and made part of this Agreement and labeled as Exhibit A.

We appreciate the opportunity to submit this proposal to Parkhill.

Respectfully submitted,

MEAD & HUNT, INC.

Author
Title

Attachment

Approved by: MEAD & HUNT, INC.

By: _____

Name: _____

Title: _____

Date _____

Accepted by: Parkhill

By: _____

Name: _____

Title: _____
The above person is authorized to sign for Client and bind the Client to the terms hereof.

Date: _____

© 2022 Mead & Hunt, Inc.

Parkhill

March 28, 2023

Mr. Mark Haberer, PE
Director of Aviation | Principal
City of Lubbock – Preston Smith International Airport
5401 N. Martin Luther King Jr. Blvd.
Lubbock, Texas 79403

RE: Proposal for Professional Services
LBB Taxiway Extension Survey
7802 N Cedar Avenue
Lubbock, Texas 79403

Dear Mr. Haberer

Parkhill is pleased to have the opportunity to provide this Proposal for Topographic Improvement Surveying services to Lubbock Preston Smith International Airport for the referenced Project.

PROJECT UNDERSTANDING

Lubbock Preston Smith International Airport is preparing designs and construction plans for an extension of Taxiway "L", an expansion of the FedEx Shipping Center apron, and modification of existing taxiway alignments adjacent to said FedEx apron. A map of the proposed new construction provided by the Aviation Sector is included as an attachment to this Proposal letter.

SCOPE OF SERVICES, DELIVERABLES, AND TIMELINE

Parkhill will provide an Existing Conditions, Topographic and Improvement Survey of the project area in multiple phases as outlined below. A colorized map of the proposed survey areas and phases are included attached to this Proposal letter. The scope and phases are outlined below:

1. Control Survey – Parkhill survey crews will establish six new control points, set in concrete at appropriate locations around the proposed survey areas. While our crews will likely set more temporary control points throughout the duration of the Survey, these six aluminum caps set in concrete bases will be listed in the plan set and should be used by the contractor once construction begins. We will base these control points horizontally on the Texas Coordinate System, of 1983 (NAD83), Texas North Central Zone 4202, and vertically on the North American Vertical Datum of 1988 (NAVD88), as tied to the NGS published values of the Primary and Secondary Airport Control monuments.

2. Ground Survey – Parkhill Survey crews will use GPS-RTK equipment to measure a 50-foot minimum grid across the areas shown in blue. No LiDAR or drone survey will be used to collect this information, rather crews are expected to take between one and two weeks to collect a complete ground survey of the area.

3. Paved Survey Areas – Parkhill will conduct a highly accurate Survey of paved areas shown in the yellow areas on the attached vicinity map. We will conduct this portion of the Survey using optical instruments capable of vertical accuracies of plus or minus 0.02 feet. We will measure each concrete joint, edge of concrete, edge of asphalt shoulder, grade breaks, building walls, finish floor elevations, signs, lights, and any other visible features that may affect design.

4. Runway Centerline Survey – Parkhill will measure runway centerline elevations as shown on the red line on the attached vicinity map. We will measure these elevations with optical instruments at an accuracy of plus or minus 0.02 feet, along the centerline, every 50 feet.

4222 85th Street | Lubbock, Texas 79423 | 806.473.2200 Parkhill.com

5. Runway Shoulder Survey – We will measure the runway shoulder as shown on the magenta lines on the attached vicinity map. We will measure from the edge of concrete and asphalt to the grade break west of the west edge of runway shoulder, every 50 feet with optical instruments for a vertical accuracy of plus or minus 0.02 feet.

6. Infield Survey – We will conduct a Survey of the blue infield areas using the ground shots collected earlier in the Scope (see item 2 of this Scope). In addition to spot elevations, our survey crews will identify and measure grade break lines, operation service roads, fences, curbs, gutters, Navaid structures, signs and visible physical features that may affect design.

7. Utility Survey – Coordinating with a Subsurface Utility Engineer (SUE) subcontractor, our survey crews will measure the location of underground utilities as marked. Parkhill will not identify or mark any underground utility locations. Instead, during the course of two weeks, our crews will be on site with the SUE contractor every day for approximately four hours to measure and map utility markings.

8. Miscellaneous Items – In addition to these phases, Parkhill will provide the following:

- Survey existing threshold nail at the north and south ends of Runway 17R-35L.
- Stake proposed bore holes at 42 locations (as indicated by the Aviation Sector).
- Survey existing curb and gutter lines along East Keuka Street and North Cedar Avenue where they adjoin the proposed survey areas.
- Scale and plot the location of FEMA floodplains (per existing FEMA maps). Parkhill will not survey or mark flood plain limits on the ground.

Parkhill's Survey Sector will compile all survey items listed above into a CAD map and prepare signed and sealed PDFs of the Existing Conditions Survey suitable to insert into the Aviation Sector's plan set. During the course of compiling this Survey report, we will coordinate with Aviation Sector members to ensure that our CAD deliverables and sheet layouts conform to the existing Aviation CAD and plan standards.

Services specifically excluded from our Scope of Services include, but are not limited to, the following:

- Property Boundary Surveys.
- Survey areas outside of those specified.
- Construction Staking (other than bore locations).
- Legal Descriptions.

Per our prior conversation, we anticipate that we will receive a notice to proceed as early as March 24th, 2023. If this schedule holds, with our current workload, we estimate that we can provide deliverables within 5 weeks of our Notice to Proceed. We will coordinate the final schedule and deadline upon acceptance of this Survey Proposal and our official Notice to Proceed.

COMPENSATION

Our fee for the Scope of Services described above will be based on a lump sum amount of $161,000.00.

If this Proposal meets your expectations, you may indicate your acceptance by returning one signed copy of this Proposal to our office. We will consider receipt of the countersigned Proposal as Notice to Proceed.

We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of your Project. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL

By _____
Samuel Wyatt
Registered Professional Land Surveyor

Survey Project Number: 40640.23

Accepted By: _____

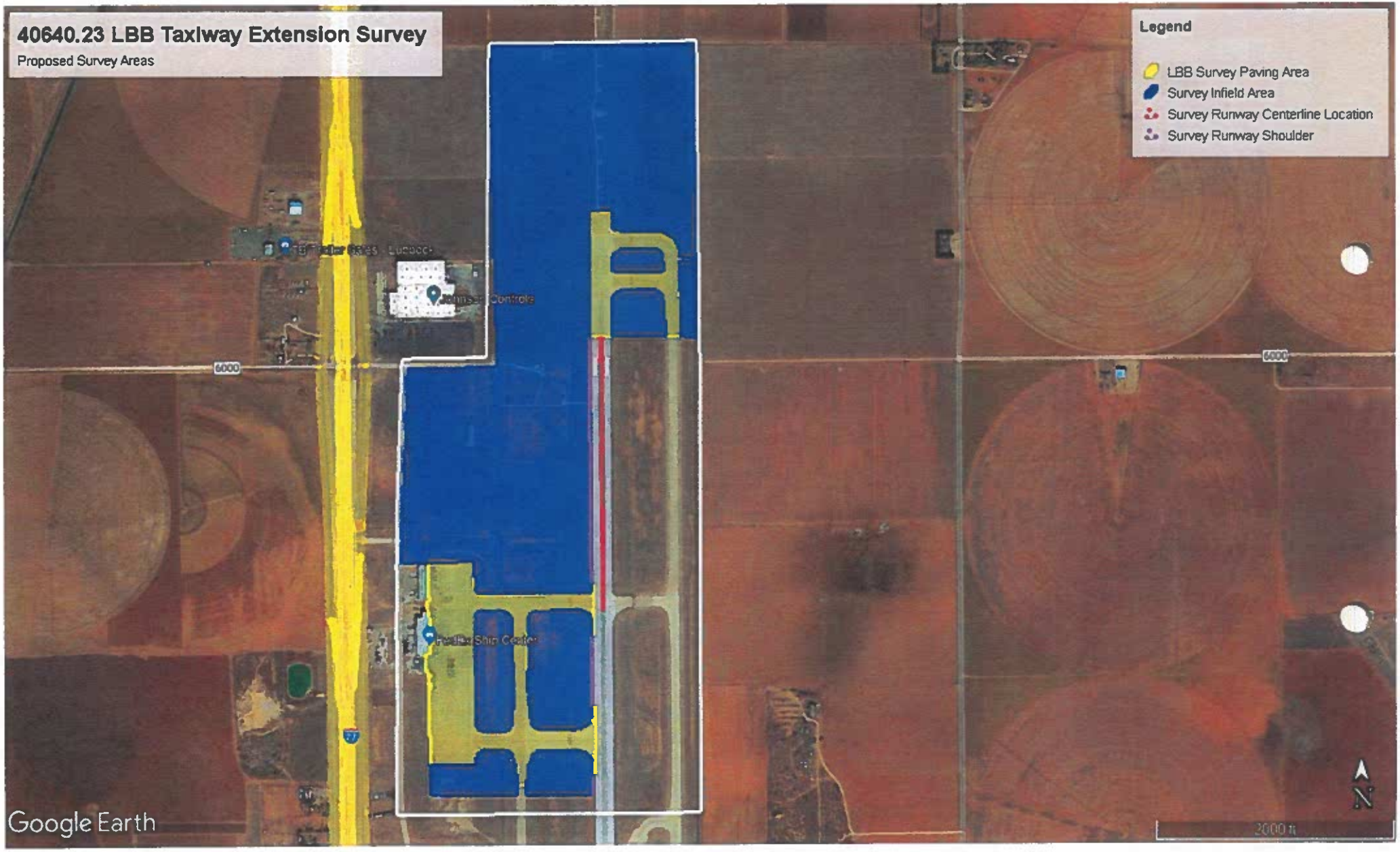
Printed Name: _____

Title: _____

Date: _____

Project Number: _____

SWW/mcj
Enclosures


40640.23 LBB Taxiway Extension Survey
Proposed Survey Areas
Legend
LBB Survey Paving Area
Survey Infield Area
Survey Runway Centerline Location
Survey Runway Shoulder
6000
6000
Google Earth
2000 ft
N

Parkhill

TOPOGRAPHIC SURVEY

Lubbock Preston Smith International Airport retained Parkhill to prepare a fee for a Preliminary Engineering Report related to the TWY L Extension, Taxilane Addition, and Apron Expansion Project. Please provide a proposal for a topographic survey in relation to this work. The following should provide guidance on proposal expectations. If you feel a necessary service is omitted, please include such recommendations in your proposal. Please contact Mark Haberer, PE at mhaberer@parkhill.com or 806.473.3600 with any questions or concerns.

DELIVERABLES FORMAT

Please provide deliverable data in the following format:

- Coordinates: Texas State Plane
- State Plane Zone: Texas North Central – 4202
- Vertical Datum: North American Vertical Datum 1988 (NAVD88)
- Geodetic (Horizontal) Datum: North American Datum 1983 (NAD83)
- Obtain shots on pavement by optical instrument with high level of vertical accuracy.
- -Shots off pavement may be obtained by GPS
- Show benchmark(s) used for survey and include RWY 17R threshold nail. Establish five marked BMs for use during construction. Suggested location for benchmarks is shown on attached exhibit.
- Provide elevation data on all flow lines and exposed pipes, conduits, and structures including existing sanitary/storm sewer flow lines, culvert/inlet flow lines, and other identifiable utilities.
- Topographic survey shall extend to limits defined in attached exhibit.
- Provide an AutoCAD-compatible electronic drawing.
- Entity color and line type shall be by layer. Coordinate line types/layers with Parkhill Aviation Sector.
- Provide all contours, breaklines, TIN elements, and existing ground shots on elevation. (Extraneous shots for locating features not on ground surface should be on elevation but a separate layer from ground surface shots.)
- Line work shall be all on elevation "0."
- Points should be blocks with elevation, point number, and descriptor attributes.
- Provide a comma-delimited ASCII text file of all points obtained in the following format:
  - POINT #, NORTHING, EASTING, ELEVATION, DESCRIPTION.
- Provide an AutoCAD color table file (CTB) for plotting styles.
- Provide a point-codes description list describing abbreviations and symbols used.

Topographic Survey Deliverables

Include the following ground feature criteria at minimum:

- Provide grid and additional points sufficient to accurately show existing ground surface and existing site features.
- Obtain topo grid in unpaved areas at 100-foot maximum intervals or as required to define break lines, flow lines, etc. See light purple footprint on attached exhibit.
- Provide shots on RWY 17R-35L centerline every 50 feet (see pink dashed line on attached exhibit).
- Provide shots on TWYs M, T, L, S, V, RWY 17R-35L, and Cargo Apron at every joint node. Joints nodes typically range 17.5-25 feet (see yellow footprint on attached exhibit).

- Provide shots on edge of RWY 17R-35L paved shoulder every 50 feet (see dark magenta dashed line on attached exhibit).
- Provide shots on Perimeter Road at centerline and along each edge every 50 feet (see green footprint on attached exhibit).
- Provide contours on finished Drawing at 0.2-foot interval.
- Show spot elevations to nearest 0.01 foot.
- Locate drainage swales, ridges, flowlines, and specific drainage features. Define pipe diameter where possible.
- Show locations of floodplains and floodways
- Locate airfield lights, junction boxes, signs, and related structures.
- Set spot elevations along top of curb and gutter flow line of adjacent streets.
- Locate PCs, PTs, midpoints, and enough spots to define curves of defined airfield pavements.
- Locate building corners, footprints, and entrances.
- Note finish floor elevation at each exterior door location for any existing buildings on site and elevation just outside existing threshold.
- Note elevation at top and bottom of stairs and ramps.
- Survey footprint of FAA Navaid structures. Coordinate access with local SSC Manager.
- Locate above-ground tanks and other miscellaneous structures including traffic/street signs, utility markers, poles, guys, towers, bridges, ground transformers, or any object encountered on property.
- Locate trees and other landscape features.
- Note location and ground elevation for test holes if completed and identifiable. Coordinate with Terra Engineers.
- Note elevation of water mean in any excavation, well, or nearby body of water.
- Locate fences and walls with respect to property lines and designate height.

Utility Survey Deliverables

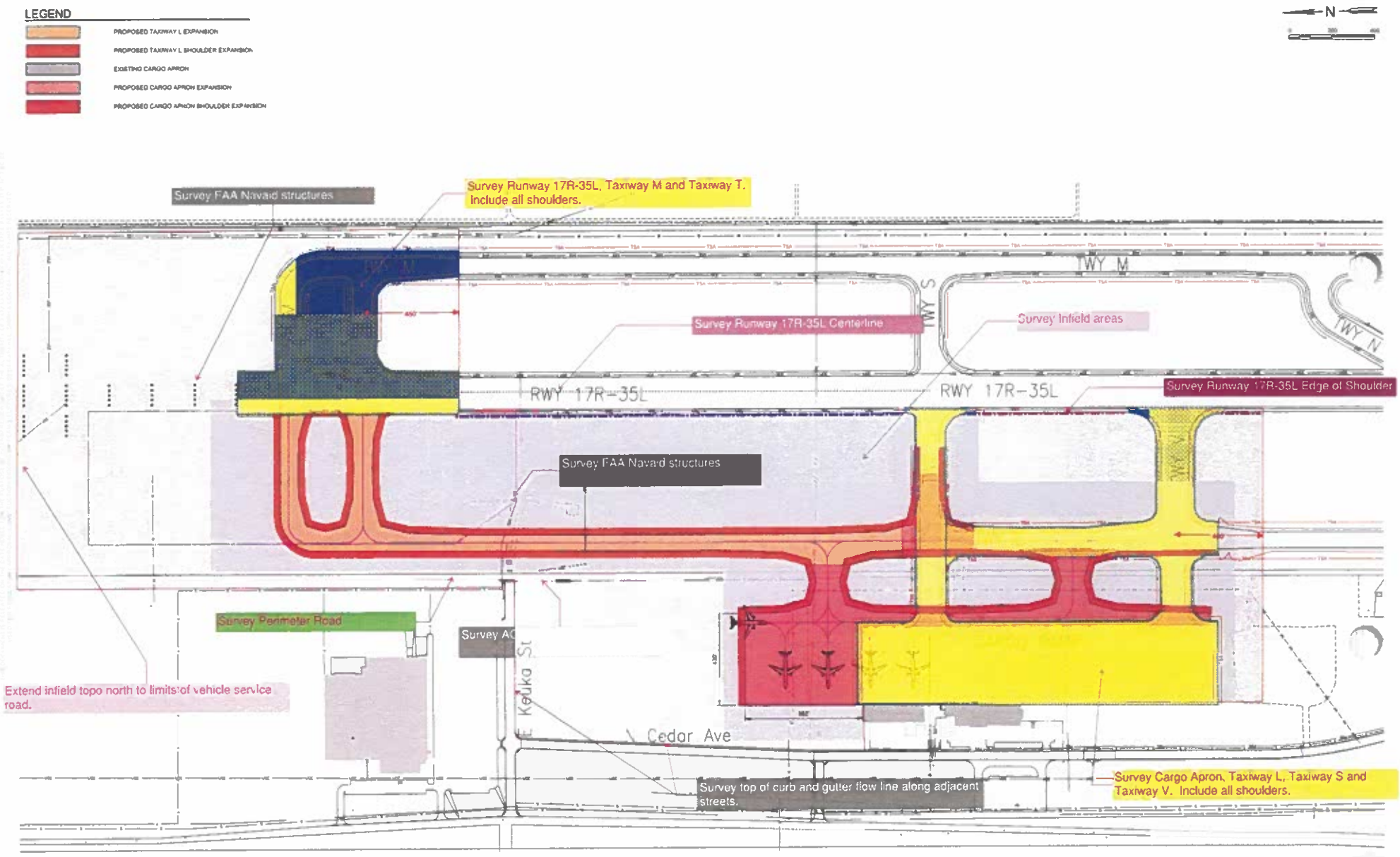
Surveyor to coordinate with DIGTESS, City of Lubbock, LBB Airfield Maintenance, FAA SSC Manager, and various utility providers as necessary to mark buried utilities. Provide operating authority (contact person, email, and phone) information. Show such utility information on completed survey along with the following minimum utility criteria:

- Municipal Utilities: Water, sewer, storm sewer, fire-protection lines, post-indicator valves, culverts, inlets, fire hydrants, meter boxes, valve boxes, cleanouts, manholes, and catch basins.
- Municipal Franchisee Utilities: Electric, natural gas, phone, cable, street lighting, and other communications systems including meters, meter boxes, valve boxes, poles, and guy wires.
- Non-Franchisee Utilities: Overland fiber optic, crude oil, natural gas, raw water transmission, oil wells, and oil flow lines.
- Private Utilities: On-site utilities typically extending from property line to existing building, private storm sewer and culverts, central plant utilities, buried tanks, septic fields, water wells, and irrigation system valve boxes.
- FAA-owned utilities.

Separate Subsurface Utility Engineering (SUE) services provided by Rios Group. Surveyor to coordinate with Rios Group to survey location of all identified utilities.

Site Access
Project will be in a secured area of the airport. Badging required. LBB Ground Frequency is 121.9.

Deadlines
Please provide requested proposal by January 6, 2022, so we may keep our Owner-provided deadlines. Feel free to contact us with any questions.


LEGEND
PROPOSED TAXIWAY L EXPANSION
PROPOSED TAXIWAY L SHOULDER EXPANSION
EXISTING CARGO APRON
PROPOSED CARGO APRON EXPANSION
PROPOSED CARGO APRON SHOULDER EXPANSION
N
Survey FAA Navaid structures
Survey Runway 17R-35L, Taxiway M and Taxiway T. Include all shoulders.
TWY M
TWY S
TWY N
Survey Runway 17R-35L Centerline
Survey Infield areas
RWY 17R-35L
RWY 17R-35L
Survey Runway 17R-35L Edge of Shoulder
Survey FAA Navaid structures
Survey Perimeter Road
Survey AC
E Keuka St
Cedar Ave
Extend infield topo north to limits of vehicle service road.
Survey top of curb and gutter flow line along adjacent streets.
Survey Cargo Apron, Taxiway L, Taxiway S and Taxiway V. Include all shoulders.
TAXIWAY L & CARGO APRON EXPANSION
CONCEPTUAL DESIGN
Parkhill
A1

TERRA TESTING, LLC
LUBBOCK | DALLAS | SAN ANTONIO | WWW.TERRA-TESTING.COM
TERRA Since 1977

February 7, 2023

Proposal No. L230207-01

Mark Haberer, PE, CM
Director of Aviation
Parkhill
4222 85th Street
Lubbock, TX 79423

Re.: 2nd Revised proposal for a Geotechnical Investigation
LBB TWY L Extension, Taxiway Addition, and Apron Expansion
Lubbock, Lubbock County, Texas

Dear Mr. Haberer,

INTRODUCTION

Terra Testing, LLC (**Terra**) is pleased to submit this proposal to perform a geotechnical investigation for the above-referenced project. Terra Testing, LLC shall be referenced as "Consultant" and **Parkhill** as "Client".

Title 10, Subtitle F, Chapter 2254 of the Texas Government Code prohibits a governmental agency and its agents from selecting a provider of professional services based on competitive bids. Therefore, Terra has assumed that Terra has been selected to provide these services based on our qualifications and will not be violating state law by providing this priced proposal.

We understand that the FAA is constructing a new **LBB TWY L Extension, Taxiway Addition, and Apron Expansion to the Lubbock Preston Smith International Airport in Lubbock, TX.**

The purposes of this study are to explore the subsurface conditions, determine the classification and mechanical properties of these soils, perform geotechnical analyses, and to prepare a preliminary report presenting the data obtained along with geotechnical engineering recommendations for the design and construction of above-mentioned structures.

FIELD INVESTIGATION

As per the site plan, that was sent via email on December 29, 2022 at 3:14 PM, we plan explore the subsurface conditions at the subject site by drilling and sampling a total of forty-one (41) borings, out of which thirty-three (33) soil borings shall be drilled to a depth of about 10 feet below existing grade (BEG) within the vicinity of the expansion unpaved and asphalt shoulder, eight (8) shall be drilled to 10 feet below existing concrete pavement, after cores are extracted and DCP in accordance with ASTM D-6951 are performed in the base, subbase and subgrade below the existing subgrade. All the proposed borings will be drilled at the approximate coordinates provided by Parkhill in the Proposed Boring Plan.

The borings will be advanced with a truck-mounted drilling rig in accordance with ASTM D6151. Undisturbed cohesive soil samples will be obtained using 3-inch diameter, thin-walled tube samplers pushed into the soil in accordance with ASTM D1587. Non-cohesive soil samples will be obtained using split-barrel samplers in conjunction with the Standard Penetration Test in accordance with ASTM D1586. If encountered, bedrock will be evaluated in-situ using Texas Department of Transportation- Texas Cone Penetration (TCP) tests in accordance with Tex-132-E.

Upon the completion of the drilling operations, the borings will be backfilled and plugged at the surface with soil cuttings, asphalt patch or concrete as the case may be.

REMIT TO: P. O. BOX 16605 | LUBBOCK |TEXAS 79490-6605 | T: 806-793-4767 | F: 806-793-4768

LABORATORY INVESTIGATION

The engineering properties of the soils and rock will be evaluated in the laboratory using tests performed on selected representative samples. The samples will be visually examined and classified. Representative samples will be selected for classification, strength, and swell or compressibility testing. Considering the nature of the project and the anticipated subsurface materials, we recommend the following tests be performed for soil samples retrieved from borings:

a. Standard Penetration, ASTM D1586
b. Moisture Content, ASTM D2216;
c. Atterberg Limits, ASTM D4318;
d. Percent Passing the No. 200 Sieve, ASTM D1140;
e. Hydrometer Analysis, ASTM D7928
f. Unified Soil Classifications, ASTM D2487;
g. Rock Quality Designation, ASTM D6032;
h. Moisture Density Relationship – Standard Proctor, ASTM D698;
i. Moisture Density Relationship – Modified Proctor, ASTM D1557;
j. California Bearing Ratio (CBR), ASTM D1883;
k. Unconfined Compressive Strength (cohesive soil), ASTM D2166;
l. Lime series, Tex-121-E
m. Soil permeability, ASTM D2434 or ASTM D5084;
n. Direct Shear, ASTM D3080; and
o. Chemical Parameters – pH, chlorides and sulfates

ENGINEERING SERVICES

The field and laboratory data will be analyzed to develop geotechnical recommendations for the design, LPILE parameters, and construction of foundations and pavement structures for the proposed project. Generally, our report will include the following:

1. Plan of borings, boring logs, and groundwater level observations;
2. Laboratory test results;
3. General soil and groundwater conditions at the boring locations;
4. Geotechnical recommendations for the design, LPILE parameters and construction of the appropriate runway and taxiway foundations for this site;
5. Geotechnical recommendations for the design and construction of ground-supported, ridge concrete foundation; and
6. Earthwork recommendations for subgrade, subbase, and base.

An electronic draft report in PDF format will initially be submitted to our client and to the members of the project team for their review and comments. Once all the comments have been reviewed, discussed, and satisfactorily addressed, our report will be finalized, and a PDF copy will be delivered via email.

COST ESTIMATE AND ANTICIPATED SCHEDULE

Based on the scope of work outlined herein, we propose to perform the geotechnical investigation for a lump sum fee of **$78,985.00**.

Additional consultation by a senior engineer after the final report has been issued can be provided at an hourly rate of $250.00. We will notify you if unanticipated conditions are encountered and wait for your instructions. This cost will not be exceeded without your prior authorization.

We can begin work on the project after we receive the written notice to proceed (NTP) and the authorization of this proposal by sending us a signed copy of your contract signed by an authorized person. By state law, we must give two business days' notice to the operators of underground utility lines through Texas 811 to locate and mark their underground utility lines so that the borings can be located and established in the field to avoid these lines. Because all the aforementioned lines are marked up to the property boundary, the internal distribution lines must be located and marked by the property owner's or airport personnel who are familiar with the locations of these lines.

The fieldwork should take about ten (10) days to complete with favorable weather conditions. The laboratory testing and preparation of the engineering report will require an additional 4 to 6 weeks to complete.

TERMS AND CONDITIONS

Our services will be performed in accordance with the attached ***Agreement for Services.*** To indicate acceptance of our proposal, please prepare two copies of the contract, sign them, and send them to us for our signature along with a written notice to proceed, which shows the required start date. We will return a signed copy for your files.

We thank you for the opportunity to submit this proposal, and we look forward to working with you on this exciting project. Please contact me at 806-777-0786 if you have any questions or need additional information.

Sincerely,

Terra Testing, LLC

Ajit "AJ" Govindan, Ph.D.
President

cc: File

230207 2nd Revised LBB TWY L Extension Lubbock TX Final 03.docx

Parkhill

GEOTECHNICAL INVESTIGATION REQUEST FOR PROPOSAL

Lubbock Preston Smith International Airport (LBB) retained Parkhill for design services to prepare a fee for a Preliminary Engineering Report (PER) related to the LBB TWY L Extension, Taxilane Addition, and Apron Expansion project.

If interested, please provide a proposal to perform Geotechnical Investigation as part of the process. The following should provide guidance on proposal expectations. If you believe a necessary service is omitted, please include such recommendations in your proposal. FAA AC 150/5320-6G is also included for reference to guide on geotechnical investigation program standards. For questions, please contact Mark Haberer, PE, at mhaberer@parkhill.com or 806.473.3600.

REPORT AND DELIVERABLES

Include tests necessary to make recommendations in the final report as noted. Provide a report detailing your findings and locations of tests collected including, at minimum:

1. Boring Logs (with contents as indicated herein)
2. All Testing (as indicated herein)

DESTRUCTIVE TESTING

Total Number of 10-foot Borings in Unpaved Areas: ~~27~~ 28
Total Number of 10-foot Borings in Asphalt Shoulder: 5
Total Number of Borings in Existing Concrete Pavement: ~~4~~ 8

Table 1. TYPICAL SUBSURFACE BORING SPACING AND DEPTH FOR NEW CONSTRUCTION

AREA	SPACING	DEPTH
Taxiways	Random Across Pavement at 200-foot Intervals	Fill Areas: 10 feet Below Existing Ground[1]
Other Pavement Areas	One Boring per 10,000 square feet of Area	Fill Areas: 10 feet Below Existing Ground[1]
Borrow Areas	Sufficient Tests to Clearly Define Borrow Material	To Depth of Borrow Excavation

[1]For deep fills, boring depths must be sufficient to determine extent of consolidation/slippage fill may cause.

Place bores in approximate locations shown in attached exhibit or as Engineer stakes in the field.

Include the following in deliverable boring logs*:

- Bore Location
- Date Performed
- Type of Exploration
- Sample Identification Numbers
- Water Table Observations (different from Groundwater Study)
- Classification
- Relative Depth of Materials
- Standard Penetration Test
- Material Profile (surface and lower strata)

**Take samples per ASTM D421 Standard Practice for Dry Preparation of Soil Samples for Particle-Size Analysis and Determination of Soil Constants. Boring depth shall be 10 feet or until bore is obstructed by a solid.*

CLASSIFICATION/PROPERTIES/REACTION TESTING (include in deliverable text data):

- ☐ ASTM C977 Standard Specification for Quicklime and Hydrated Lime for Soil Stabilization.
- ☐ ASTM D420 Standard Guide to Site Characterization for Engineering Design and Construction Purposes.
- ☐ ASTM D422 Standard Test Method for Particle-Size Analysis of Soils.
- ☐ ASTM D427 Test Method for Shrinkage of Soils by the Mercury Method.
- ☐ ASTM D1586 Standard Test Method for Standard Penetration Test (SPT) and Split Barrel Sampling of Soils.
- ☐ ASTM D1587 Standard Practice for Thin-Walled Tube Sampling of Fine-Grained Soils for Geotechnical Purposes.

- ☐ ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.
- ☐ ASTM D2434 Standard Test Method for Permeability of Granular Soils.
- ☐ ASTM D2487 Unified Soil Classification System.
- ☐ ASTM D2488 Standard Practice for Description and Identification of Soils (Visual-Manual Procedures).
- ☐ ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils (perform on each stratum of material encountered).
- ☐ ASTM D5918 Standard Test Methods for Frost Heave and Thaw Weakening Susceptibility of Soils.
- ☐ ASTM D7928 Standard Test Method for Particle Size Distribution (Gradation) of Fine Frain Soil Using Sedimentation (Hydrometer Analysis). Categorize soil by frost group per AC 150/5320-6G (2.5).
- ☐ Utilize PCASE to evaluate depth of frost penetration.
- ☐ TEX 620J Sulfate Content of Subgrade.
- ☐ Advise Parkhill as to need of ASTM D3080, Direct Shear Test, ASTM D2166, Standard Test Method for Unconfined Compressive Strength of Cohesive Soil, and ASTM D2573, Field Vane Test.

COMPACTION/STRENGTH TESTING (include in deliverable text data):

- ☐ ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³/60" below base material).
- ☐ ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ 12" below base material).
- ☐ ASTM D4429 California Bearing Ratio of Soils in Place. Use value to further assess need for subgrade stabilization per AC 150/5320-6G (2.4).
- ☐ ASTM AASHTO T 222 Standard Method of Test for Nonrepetitive Static Plate Load Test of Soils and Flexible Pavement Components for Use in Evaluation and Design of Airport and Highway. Recommend subgrade strength value for pavement design. Value should be one standard deviation below mean of laboratory tests. Subgrade strength may be determined from plate test or correlation to CBR.
- ☐ ASTM D6951 Standard Test Method for Use of the Dynamic Cone Penetrometer in Shallow Pavement Applications.

SITE CLEANUP

Core Hole and Test Pit Cleanup:

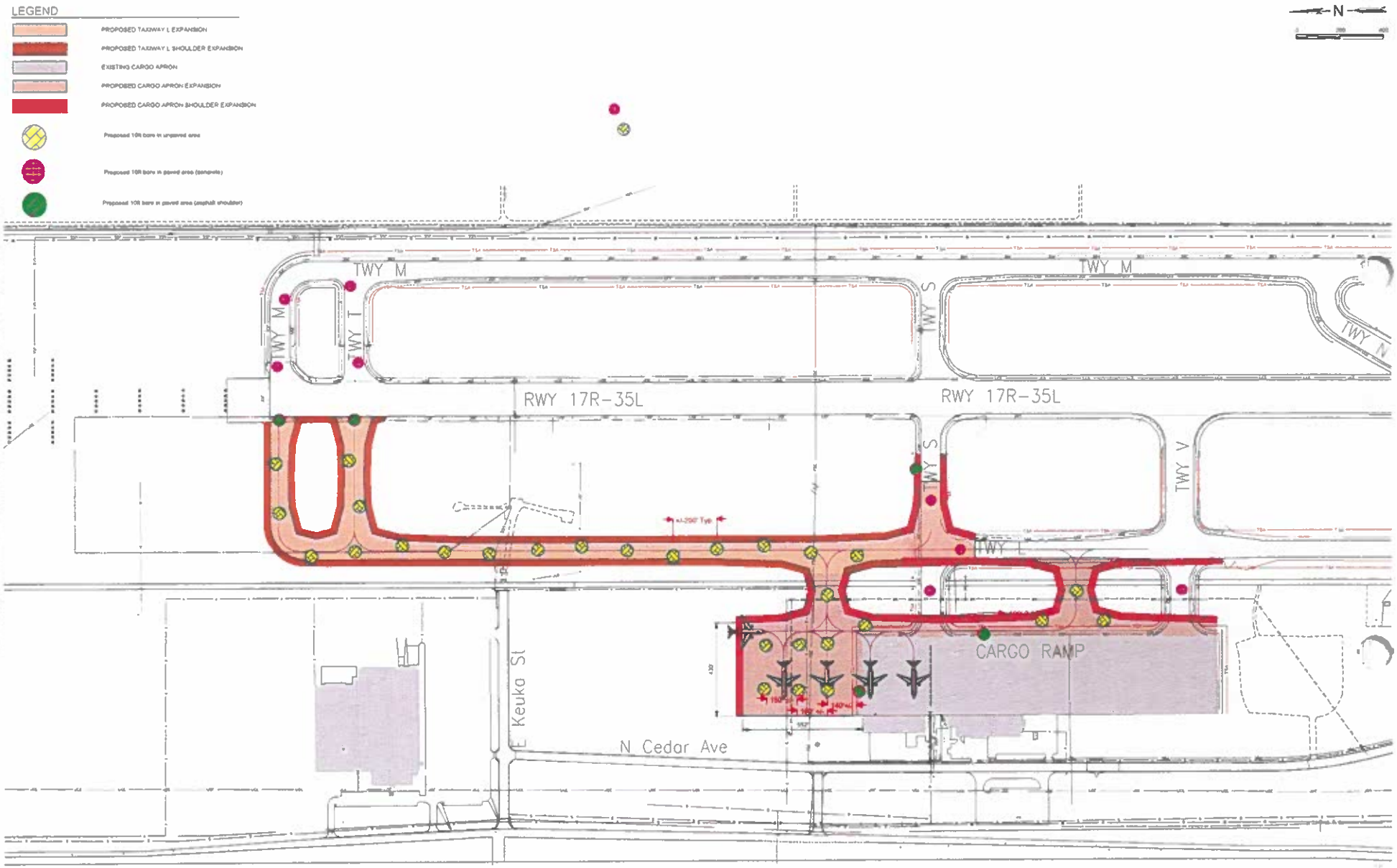
- ☐ Fill core holes to grade like material when complete.
- ☐ Remove all debris and trash from area before Operations inspection.

Site Access:

Project will be in a secure area of the airport and badging is required. Parkhill will provide an escort, as necessary.

DEADLINE

Provide proposal by January 6, 2023, so we may keep our own deadlines as given to us by Owner.



TAXIWAY L & CARGO APRON EXPANSION | CONCEPTUAL DESIGN | Parkhill | A1

THE RIOS GROUP

7400 Sand Street | Fort Worth, Texas 76118
817.345.7500 p | 817.345.7505 f

January 30, 2023

Mark Haberer, P.E., CM
Parkhill
4222 85th St.,
Lubbock, Tx. 79423

RE: Subsurface Utility Engineering
LBB TWY L Extension (Lubbock, Tx)-UTL23-004

Dear Mr. Haberer:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) required for the above referenced project. This proposal is based on information contained in your email dated December 29, 2022.

Introduction

TRG will perform the 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, etc.
- 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.

It is the responsibility of the SUE provider to perform due-diligence with regard to records research (QL "D") and acquisition of available utility records. The due-diligence provided for this project will consist of visually inspecting the work area for evidence of utilities and reviewing the available utility record information. Utilities that are not identified through these efforts will be here forth referred to as "unknown" utilities. TRG personnel will scan the defined work area using electronic prospecting equipment to search for "unknown" utilities. However, TRG is not responsible for designating and locating these "unknown" utilities.

Scope of Work

Based on information provided by Parkhill, TRG has developed a preliminary scope for the SUE work required for this project. The scope of work may be modified, with Parkhill's concurrence, during the performance of the SUE fieldwork if warranted by actual field findings.

The scope of this proposal includes Quality Level "A" and "B" SUE. Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, water and sanitary sewer. Designating will be performed within the following limits:

- Lubbock Preston Smith International Airport: Perform Level B SUE designating within the area Highlighted blue as shown in Exhibit A.

As requested, twenty (20) QL "A" test holes will be included in the budget. Test hole locations will be determined by Parkhill and TRG once the QL "B" SUE deliverable has been reviewed. TRG will have all designating marks and test holes surveyed using project control point data provided by Parkhill.

Any necessary Right-of-Entry (ROE) permits, including railroad ROE, will be provided by Parkhill prior to the start of TRG field work.

Designating Procedures

Prior to beginning field designating activities, TRG's field manager will review the project scope of work and available utility records. Once these initial reviews are complete, the field manager and technicians will begin designating the approximate horizontal position of known subsurface utilities within the specified project limits. A suite of geophysical equipment (electromagnetic induction, magnetic) will be used to designate metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable). TRG will establish routine/ordinary traffic control (cones and free standing signage, etc.) whenever required as part of our standard pricing. If non-routine traffic control measures are required (barricades, flag person, changeable message board, etc.), these services will be considered extra.

Accurate collection and recording of designated utilities is a critical component of the SUE process. TRG utilizes a proven method of collecting and recording survey information once the utilities have been designated in the field. TRG's field manager will produce detailed sketches depicting each utility as well as relevant surface features such as roadways, buildings, manholes, fire hydrants, utility pedestals, valves, meters, etc. Each utility will be labeled with a unique ID code. For example, if two different water lines exist on the project, one will be labeled W1 and the other W2. Paint and pin flags will be used to designate the utilities in the field. A labeled pin flag or paint mark will be used to mark each location where a survey shot is required. The locations will be numbered sequentially for each individual utility line. For example, if there are 10 shots required on water line W1, the points will be numbered W1-1 through W1-10.

Locating Procedures

TRG will utilize non-destructive vacuum excavation equipment to excavate test holes at the required locations. **Due to the risk of damage, TRG will not attempt to probe or excavate test holes on any AC water lines unless approval is obtained from the owner in advance.** Once each utility is located, TRG 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.

We have assumed that all test holes will be in non-paved areas and are accessible to truck-mounted equipment, and that routine traffic control (cones and free standing signage, etc.) will be required during the performance of the QL "A" SUE work.

Deliverables

TRG will produce a utility file, in AutoCAD format, depicting the type and horizontal location of the designated utilities. The size of each utility will be presented in the utility file if this information is indicated on available record drawings. TRG will also provide a summary sheet of the test hole coordinate data and depth information. Parkhill will provide TRG with base map/topographic files for use in preparing the utility file.

Schedule

Field work can commence within approximately 2 weeks after receipt of NTP. TRG estimates that the Level B work can be completed in approximately 8 weeks and Level A work will cab be complete with 3 weeks from date assigned, broken down as follows:

- QL "B" SUE Field Work – 20 days
- Survey of QL "B" Field Work – 10 day
- Deliverable Preparation – 10 days
- Parkhill review of QL "B" deliverable and assign test hole locations
- Excavate, survey and prepare deliverables for QL "A" Test Holes – 15 days

Proposed Fees

TRG proposes to provide the services as described above for a cost of **One Hundred Nine Thousand Eight Hundred & 00/100 ($109,800.00)**. A breakdown of cost is included as "Table 1" for this proposal.

Please note that this estimate is based on an assumption of quantities. TRG will only invoice for quantities actually performed. This is a not-to-exceed amount. If it appears that quantities will be exceeded, TRG will notify Parkhill and request authorization to submit a supplemental agreement to increase the fee prior to proceeding with additional work.

We look forward to working with you on this project. If you have any questions or require additional information, please contact me.

Sincerely,

The Rios Group, Inc.

Eric Webb, P.E.
Dallas Branch Manager

THE RIOS GROUP

Estimate for Subsurface Utility Engineering

LBB TWY L Extension (Lubbock, Tx)

Table 1

Direct Expenses	Rate	Units	Unit Description	Sub-Total	Notes
Admin./Permit	$ 500.00	0	LS	$ -	
Record Research	$ 1,000.00	1	LS	$ 1,000.00	
Airport Badging	$ 1,000.00	4	EA	$ 4,000.00	1 Lvl B Crew, 3 Lvl A Crew
MOB/DEMOB	$ 1,500.00	3	EA	$ 4,500.00	2 Lvl B Crew, 1 Lvl A Crew
Develop Base File	$ 5,000.00	1	LS	$ 5,000.00	Includes reviewnig record information.
Survey	$ 1,950.00	9	DAY	$ 17,550.00	7 Days Lvl B, 2 Days Lvl A
Sub-Total					$ 32,050.00

QL "B","C&D"	Rate	Units	Unit Description	Sub-total	
QL "B" Daily	$ 2,500.00	20	DAY	$ 50,000.00	
Sub-Total					$ 50,000.00

SUE QL "A" (Test Holes)					
Depth	Rate	Assumed Quantity	Unit Description	Sub-total	
0-4 ft.	$ 950.00	5	EA	$ 4,750.00	
4-8 ft.	$ 1,250.00	10	EA	$ 12,500.00	
8-12 ft.	$ 1,550.00	4	EA	$ 6,200.00	
12-18 ft.	$ 2,300.00	1	EA	$ 2,300.00	
Pavement Coring	$ 200.00	10	EA	$ 2,000.00	
QL "A" Daily	$ 3,300.00	0	DAY	$ -	
QL "A" Sub-Total		**20**			$ 27,750.00
				Total Estimated Cost =	$ 109,800.00

Notes:

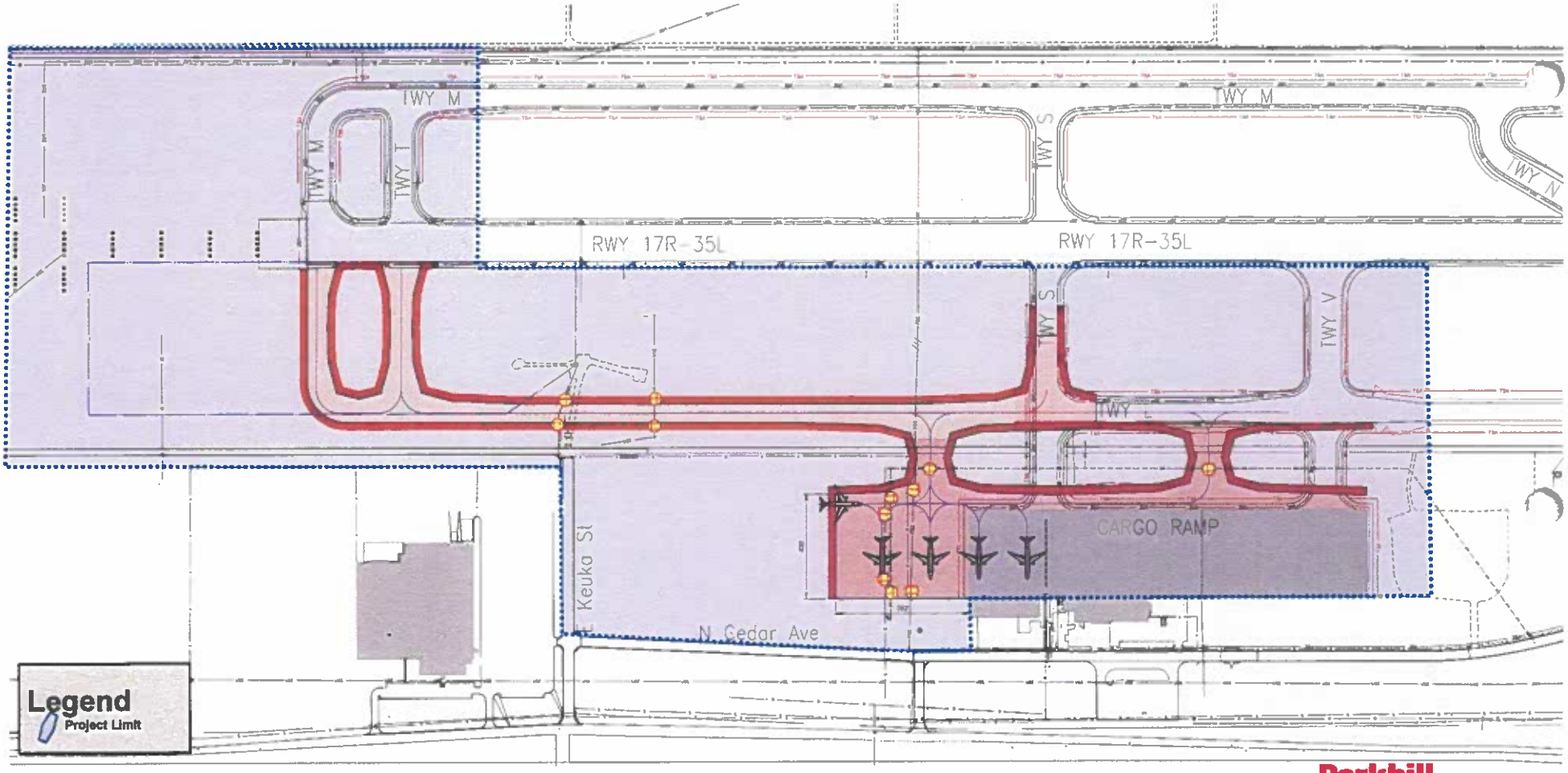
LEGEND

- PROPOSED TAXIWAY L EXPANSION
- PROPOSED TAXIWAY L SHOULDER EXPANSION
- EXISTING CARGO APRON
- PROPOSED CARGO APRON EXPANSION
- PROPOSED CARGO APRON SHOULDER EXPANSION

Exhibit A

Perform Level B designation on the blue highlighted area

N



Parkhill

Parkhill

December 29, 2022

Eric Webb, Director of Operations
The Rios Group, Inc.
7524 Jack Newell Blvd. South
Suite 200
Fort Worth Texas 76118

Re: LBB TWY L Extension, Taxilane Addition, and Apron Expansion
Subsurface Utility Engineering Request for Proposal

Dear Mr. Webb:

Lubbock Preston Smith International Airport (LBB) retained Parkhill for design services to prepare a fee for a Preliminary Engineering Report (PER) related to LBB TWY L Extension, Taxilane Addition, and Apron Expansion project. We sincerely request The Rios Group, Inc. provide a proposal to perform a Subsurface Utility Engineering (SUE) Investigation as part of the process. The following should provide guidance on proposal expectations:

GENERAL REQUIREMENTS

Subsurface Utility Engineering (SUE) shall, at minimum:

- Conform to the American Society of Civil Engineers (ASCE) Guideline 38-02 Standard Guideline for Collection and Depiction of Existing Subsurface Utility Data.
- Comply with EM 1110-1-1005 Engineering Design Control and Topographic Surveying.
- Coordinate with Surveying Subconsultant, Parkhill.
- Document X,Y location of all Level B data and X, Y, Z location of all Level A data.
- Include Quality Control Checks on compiled data.
- Provide a comma-delimited ASCII text file of all points obtained in the following format:
  - POINT #, NORTHING, EASTING, ELEVATION, DESCRIPTION
- Provide information to define all symbols and abbreviations used.
- Provide an electronic AutoCAD-compatible drawing with the following provisions:
  - Entity color and line type shall be "by layer."
  - Follow Parkhill-standard layer naming conventions. Coordinate deliverable with Parkhill.
  - All line work shall be on elevation "0."
  - Points shall be blocks with elevation, point number, and descriptor attributes.
- Provide one PDF file.
- Detail horizontal and vertical benchmark datum used, scale, North arrow, and magnetic North arrow.

SUE REQUIREMENTS

LEVEL B:

Document size and material of all utilities and show two-dimensionally on supplied Drawings. Refer to attached exhibit for proposed footprint of Level B SUE. At minimum, include:

Municipal:

- Water
- Sewer
- Storm Sewer
- Fire Protection Lines
- Post Indicator Valves
- Culverts
- Inlets
- Fire Hydrants
- Meter Boxes
- Valve Boxes
- Cleanouts
- Manholes
- Catch Basins

Municipal Franchisee:

- Electrical Lines
- Gas Lines
- Phone Lines
- Cable Lines
- Street Lighting
- Communications Systems
- Meter Boxes
- Valve Boxes
- Junction Boxes
- Poles
- Guy Wires

Non-Franchisee:

- Fiber Optic Lines
- Oil Lines
- Natural Gas Lines
- Raw Water Transmission

Private:

- On-Site Utilities
- Storm Sewer
- Culverts
- Buried Tanks
- Septic Fields
- Water Wells
- Irrigation System Features (valves, boxes, etc.)

Airfield:

- FAA Communication Lines
- National Weather Service Lines
- Electrical Service Lines, Transformers

LEVEL A:
Proposal shall contain costs for a preliminary total of 20 locations for 3-D Level A data collection (refer to attached exhibit). Twelve Level A points are indicated. Reserve the additional eight for analysis of findings during the Level B analysis. Compile data with topographic survey data, including necessary fees in your proposal to coordinate with topographic surveyor (Parkhill) so this data may be combined.

To meet our client's schedule, submit your fee for consideration by January 6, 2023, and if you believe a necessary service has been omitted, include such recommendations in your proposal. Please contact me directly at mhaberer@parkhill.com or 806.473.3600 with any questions or concerns.

Sincerely,

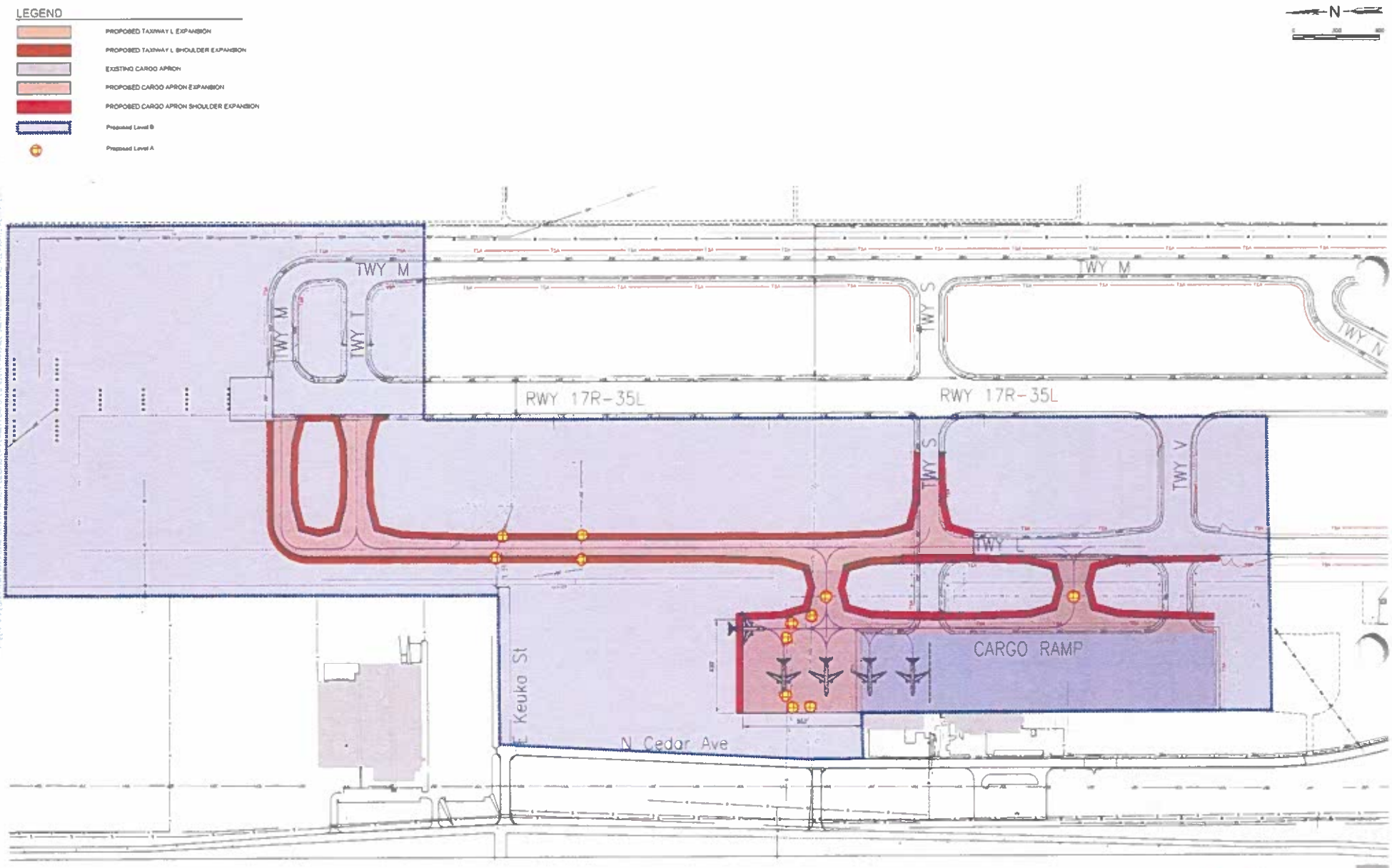
PARKHILL

By _____
Mark D. Haberer, PE
Project Manager

MDH/dg
Encl

cc: Sam Wyatt, RPLS, Parkhill

\\Data1\Projects3\2022\40522 22\00_ADMIN\00_CONTR\02_CONSULT\04_RIOS\DRAFT\EWebb_RIOS-SUE_Request.docx



TAXIWAY L & CARGO APRON EXPANSION CONCEPTUAL DESIGN

Parkhill

A1

City of Lubbock, TX
Capital Project
Project Cost Detail
August 8, 2023

Capital Project Number:	92772
Capital Project Name:	Extend Taxiway L, Taxilane Addition, and Apron Expansion

	Budget
Encumbered/Expended	
Kutchins & Groh, LLC - IFE	$6,355
Agenda Item August 8, 2023	
Parkill Amendment #7 - Contract 15310	1,090,476
Encumbered/Expended To Date	1,096,831
Estimated Costs for Remaining Appropriation	
	608,369
Remaining Appropriation	608,369
Total Appropriation	$1,705,200

Project Name **Extend Taxiway L** *Project Number* **92772**

Managing Department **Aviation Oper - Field Maint**

Project Manager **Jay Patel**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope
The project will extend Taxiway L from the cargo ramp, north to the Rwy 17R threshold.

Consultant Selection: RS&H, selected through 5 year master A/E contact May 2020
Design Services Negotiation: July – September 2022
Design Contract Award/Grant Acceptance: October 2022
Project Design Start Date: January 2023
Project Design End Date: December 2023
Bid: TBD
Construction award/grant acceptance: TBD
Project Construction Start Date: TBD
Project Construction End Date: TBD
*Bid, construction contract award, and grant acceptance are dependent upon FAA guidance and available funding. It is likely the effort will be broken into phases to accommodate funding restrictions and/or the ability to obtain a multi-year grant.

Project Justification
Extension of the taxiway will provide improved access to Runway 17R for cargo and general aviation operations, eliminating the need for aircraft to cross Rwy 17R/35L to access Twy M, reducing taxi time, and maximizing airfield system efficiency.

Project History
This project is shown on the 2007 Airport Master Plan following completion of the two runway rehabilitation projects, the terminal building remodel, and cargo apron expansion. The passage of the Bipartisan Infrastructure Law (BIL) provides a unique funding opportunity for the cargo apron expansion, expediting the Taxiway L extension effort utilizing traditional AIP grant funding. Based on preliminary cost estimates, it is likely this project will require multiple years of Airport Improvement Program (AIP) entitlements in addition to discretionary funds. Construction may be broken into phases to utilize annual funding appropriations.

$1,705,200 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	0	0	19,300,555	0	0	0	0	19,300,555
Design and Engineering	0	1,705,200	0	0	0	0	0	1,705,200
Total Project Appropriation	0	1,705,200	19,300,555	0	0	0	0	21,005,755

Project Name **Extend Taxiway L** *Project Number* **92772**

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
AIP Grant	0	0	17,370,500	0	0	0	0	17,370,500
BIL Grant	0	1,534,680	0	0	0	0	0	1,534,680
FY 2023 Airport Cash	0	170,520	0	0	0	0	0	170,520
FY 2024 Airport Revenue CO's	0	0	1,930,055	0	0	0	0	1,930,055
Total Funding Sources	0	1,705,200	19,300,555	0	0	0	0	21,005,755

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 - Aviation: Consider a resolution authorizing the Mayor to execute Change Order No.1 to Contract 16553, with Interstate Sealant & Concrete, Inc., for the LBB Airfield-Wide Joint Seal Project at Lubbock Preston Smith International Airport.

Item Summary

The project is complete. All construction line item quantities have been adjusted to reflect the as-built condition, resulting in a credit to the contract of $116,501.40.

Airport Staff and the Airport Advisory Board recommend the final change order credit with Interstate Sealant & Concrete, Inc. of Waukesha, Wisconsin.

Fiscal Impact

Contract 16553 will have a savings of $116,501.40.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution Change Order 1 Interstate Sealant & Concrete, Inc.
Change Order 1 Interstate Sealant & Concrete, Inc.
Capital Project Spreadsheet 8610

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 1 to that certain Contract No. 16553, ITB 22-16553-TF, by and between the City of Lubbock and Interstate Sealant & Concrete, Inc., and related documents. Said Change Order No. 1 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

Office of Purchasing and Contract Management
Change Order

Contract No: 16553	**Contractor:** Interstate Sealant & Concrete, Inc.
Change Order No: 01	**Contract Title:** LBB Airfield-Wide Joint Seal
Bid/RFP No: ITB 22-16553-TF	**Project No:** 8610.9251.30000

"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 if necessary):

OVERRUN ITEMS:	
Base Bid Item 1-4, Item P-101-5.1, Joint Beveling for Existing Concrete Joints	$337.75
Base Bid Item 1-8, Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$5,411.00
Base Bid Item 2-4, Item P-101-5.1, Joint Beveling for Existing Concrete Joints	$2,739.75
Base Bid Item 2-7, Item P-604-6.2, Compression Joint Seal for Existing Concrete Pavements, 1 1/4-inch seal in 3/4-inch joint, includes cleaning, sawcut, and preparing existing joint reservoir	$5,138.00
Base Bid Item 2-8, Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$43,729.00
Base Bid Item 3-5, Item P-101-5.2, Concrete Pavement Spall Repair, including material regardless of spall depth	$9,750.00
Base Bid Item 3-8, Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$7,539.00
Base Bid Item 4-4, Item P-101-5.1, Joint Beveling for Existing Concrete Joints	$1,247.50
Base Bid Item 4-8, Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$9,730.00
Base Bid Item 5-8, Item P-605-5.2, Silicone Joint Seal in Existing Concrete Pavement and Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$3,906.00
Base Bid Item 6-5, Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	$6,500.00
Base Bid Item 6-7, Item P-605-5.2, Silicone Joint Seal in Existing Concrete Pavement and Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$7,217.00
Base Bid Item 7-6, Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2- to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$12,928.00
Base Bid Item 8-5, Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	$12,090.00
Base Bid Item 8-8, Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$1,757.00
Base Bid Item 9-4, Item P-101-5.1, Joint Beveling for Existing Concrete Joints	$402.75
Base Bid Item 9-5, Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	$1,950.00
Base Bid Item 9-7, Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$2,877.00
Base Bid Item 10-5, Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	$4,290.00
Base Bid Item 10-7, Item P-604-6.2, Compression Joint Seal in Existing Concrete Pavements, 1 1/4-inch seal in 3/4-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$14,119.00
Base Bid Item 10-9, Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$22,148.00
Base Bid Item 11-5, Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	$520.00
Base Bid Item 11-7, Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$175.00
Base Bid Item 12-4, Item P-101-5.1, Joint Beveling for Existing Concrete Joints	$162.50
Base Bid Item 12-6, Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2- to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$64.00
Base Bid Item 12-7, Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$4,697.00
Base Bid Item 13-5, Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	$11,180.00
Base Bid Item 13-9, Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$91.00
Additive Alternate A1-5, Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum 6-inch depth)	$14,690.00
Additive Alternate A3-15, Item P-620-5.1a, Obliteration of Taxiway Marking (paint/thermoplastic)	$7,485.75
Additive Alternate A3-16, Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	$8,282.69
Additive Alternate A3-17, Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	$3,652.64
Additive Alternate A3-18, Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	$512.04
OVERRUN COST SUBTOTAL	***$227,319.37***

UNDERRUN ITEMS:	
Base Bid Item 1-5, Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	$(1,105.00)
Base Bid Item 1-6, Item P-604-6.1, Compression Joint Seal for Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(21,775.00)
Base Bid Item 1-7, Item P-604-6.2, Compression Joint Seal for Existing Concrete Pavements, 1 1/4-inch seal in 3/4-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(658.00)
Base Bid Item 1-9, Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	$(225.00)
Base Bid Item 1-10, Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	$(198.00)
Base Bid Item 1-11, Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	$(200.00)
Base Bid Item 2-5, Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	$(18,525.00)
Base Bid Item 2-6, Item P-604-6.1, Compression Joint Seal for Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes cleaning, sawcut, and preparing existing joint reservoir	$(22,595.00)
Base Bid Item 2-9, Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	$(3,786.00)
Base Bid Item 2-10, Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	$(2,946.00)
Base Bid Item 2-11, Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	$(200.00)
Base Bid Item 3-4, Item P-101-5.1, Joint Beveling for Existing Concrete Joints	$(94.50)
Base Bid Item 3-6, Item P-604-6.1, Compression Joint Seal in Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(1,030.00)
Base Bid Item 3-7, Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2- to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(13,734.40)
Base Bid Item 3-9, Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	$(207.00)
Base Bid Item 3-10, Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	$(114.00)
Base Bid Item 3-11, Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	$(200.00)
Base Bid Item 4-5, Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	$(130.00)
Base Bid Item 4-6, Item P-604-6.1, Compression Joint Seal in Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(9,025.00)
Base Bid Item 4-7, Item P-604-6.2, Compression Joint Seal in Existing Concrete Pavements, 11/4-inch seal in 3/4-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(210.00)
Base Bid Item 4-9, Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	$(237.00)
Base Bid Item 4-10, Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	$(177.00)
Base Bid Item 4-11, Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	$(200.00)
Base Bid Item 5-4, Item P-101-5.1, Joint Beveling for Existing Concrete Joints	$(343.25)
Base Bid Item 5-5, Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	$(13,260.00)
Base Bid Item 5-6, Item P-604-6.1, Compression Joint Seal for Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(6,415.00)
Base Bid Item 5-7, Item P-604-6.2, Compression Joint Seal for Existing Concrete Pavements, 1 1/4-inch seal in 3/4-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(630.00)
Base Bid Item 5-9, Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	$(354.00)
Base Bid Item 5-10, Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	$(288.00)
Base Bid Item 5-11, Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	$(200.00)
Base Bid Item 6-4, Item P-101-5.1, Joint Beveling for Existing Concrete Joints	$(277.25)
Base Bid Item 6-6, Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2- to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(3,580.80)
Base Bid Item 6-8, Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	$(375.00)
Base Bid Item 6-9, Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	$(387.00)
Base Bid Item 6-10, Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	$(200.00)
Base Bid Item 7-4, Item P-101-5.1, Joint Beveling for Existing Concrete Joints	$(159.00)
Base Bid Item 7-5, Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	$(23,010.00)
Base Bid Item 7-7, Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(28,532.00)
Base Bid Item 7-8, Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	$(4,536.00)
Base Bid Item 7-9, Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	$(3,609.00)
Base Bid Item 7-10, Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	$(196.00)
Base Bid Item 8-4, Item P-101-5.1, Joint Beveling for Existing Concrete Joints	$(621.50)
Base Bid Item 8-6, Item P-604-6.1, Compression Joint Seal in Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(8,945.00)
Base Bid Item 8-7, Item P-604-6.2, Compression Joint Seal in Existing Concrete Pavements, 1 1/4-inch seal in 3/4-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(679.00)
Base Bid Item 8-9, Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	$(390.00)
Base Bid Item 8-10, Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	$(300.00)
Base Bid Item 8-11, Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	$(196.00)
Base Bid Item 9-6, Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2-inch to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(1,596.80)
Base Bid Item 9-8, Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	$(300.00)
Base Bid Item 9-9, Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	$(240.00)
Base Bid Item 9-10, Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	$(200.00)

Base Bid Item 10-4, Item P-101-5.1, Joint Beveling for Existing Concrete Joints	$(3,081.25)
Base Bid Item 10-6, Item P-604-6.1, Compression Joint Seal in Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(28,540.00)
Base Bid Item 10-8, Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2- to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(4,588.80)
Base Bid Item 10-10, Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	$(2,202.00)
Base Bid Item 10-11, Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	$(1,728.00)
Base Bid Item 10-12, Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	$(200.00)
Base Bid Item 11-4, Item P-101-5.1, Joint Beveling for Existing Concrete Joints	$(85.00)
Base Bid Item 11-6, Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2- to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(1,088.00)
Base Bid Item 11-8, Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	$(204.00)
Base Bid Item 11-9, Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	$(171.00)
Base Bid Item 11-10, Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	$(200.00)
Base Bid Item 12-5, Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	$(2,470.00)
Base Bid Item 12-8, Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	$(210.00)
Base Bid Item 12-9, Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	$(180.00)
Base Bid Item 12-10, Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	$(200.00)
Base Bid Item 13-4, Item P-101-5.1, Joint Beveling for Existing Concrete Joints	$(410.00)
Base Bid Item 13-6, Item P-604-6.1, Compression Joint Seal in Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(5,685.00)
Base Bid Item 13-7, Item P-604-6.2, Compression Joint Seal in Existing Concrete Pavements, 1 1/4-inch seal in 3/4-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(637.00)
Base Bid Item 13-8, Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2- to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(1,318.40)
Base Bid Item 13-10, Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	$(564.00)
Base Bid Item 13-11, Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	$(462.00)
Base Bid Item 13-12, Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	$(188.00)
Additive Alternate A1-4, Item P-101-5.1, Joint Beveling for Existing Concrete Joints	$(610.50)
Additive Alternate A1-6, Item P-604-6.1, Compression Joint Seal in Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(11,311.90)
Additive Alternate A1-7, Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(15,603.00)
Additive Alternate A1-8, Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	$(171.00)
Additive Alternate A1-9, Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	$(141.00)
Additive Alternate A1-10, Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	$(200.00)
Additive Alternate A2-4, Item P-101-5.1, Joint Beveling for Existing Concrete Joints	$(1,110.50)
Additive Alternate A2-5, Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum 6-inch depth)	$(12,610.00)
Additive Alternate A2-6, Item P-604-6.1, Compression Joint Seal in Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(21,056.75)
Additive Alternate A2-7, Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	$(9,478.00)
Additive Alternate A2-8, Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	$(168.00)
Additive Alternate A2-9, Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	$(144.00)
Additive Alternate A2-10, Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	$(200.00)
Additive Alternate A3-5, Item L-108-5.1, Remove and Dispose #8 AWG 5KV Underground Series Cable	$(801.42)
Additive Alternate A3-6, Item L-108-5.2, #8 AWG 5kV Type C Cable, installed in trench, duct bank, or conduit	$(633.65)
Additive Alternate A3-7, Item L-108-5.3, #6 AWG Solid Bare Soft Drawn Copper Counterpoise Wire, installed above duct bank or conduit, including connections/terminations	$(5,624.94)
Additive Alternate A3-8, Item L-110-5.1, Trenching and Backfill for PVC Conduit (18-inch minimum depth)	$(2,861.34)
Additive Alternate A3-9, Item L-110-5.2, Non encased Electrical Conduit, 2-inch SCH 40	$(1,117.60)
Additive Alternate A3-10, Item L-125, Duct Markers	$(2,100.00)
Additive Alternate A3-12, Item L-125-5.2, Relocate Four-Module L-854, Guidance Sign including new sign base	$(3,850.00)
Additive Alternate A3-14, Item L-125-5.4, Remove Existing Sign Base and Restore Site	$(2,222.22)
UNDERRUN COST SUBTOTAL	***$(343,820.77)***
APPROVED WORK OUTSIDE OF ORIGINAL SCOPE	
CHANGE ORDER TOTAL	($116,501.40)

Where Change Order is negotiated, 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 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:	$3,612,667.24
B.	AMOUNT OF THIS CHANGE ORDER: Council approval required if >$50,000	$(116,501.40)
	COST CENTER: 8616	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	3.22%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	$0
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	$(116,501.40)
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% max)	3.22%
G.	NEW CONTRACT AMOUNT (A+E):	$3,496,165.84

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)*****:**

Brian R. Colbert — Digitally signed by Brian R. Colbert Date: 2023.07.20 11:27:07 -05'00'
(1) Contractor — Date

(2) Project Architect/Engineer — July 19, 2023 — Date

(3) Owner's Representative — 7/20/2023 — Date

(4) Director of Purchasing & Contract Management — 7.20.2023 — Date

(5) Capital Project Manager — 7/20/23 — Date

(6) City Attorney — 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 #: _____

Lubbock Airfield-Wide Joint Seal
CHANGE ORDER # 1

ITEM NO.	DESCRIPTION OF ITEM	Contract Quantity	FINAL Quantity	Unused Units Overrun Units	Unit Price	Decrease Cost Increase Cost	ITEM NO.
	1. BASE BID - TWY P Pavement Joint Seal						
1-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	12,700	14,051.00	1,351.00	$0.25	$337.75	1-4
1-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	10	5.75	-4.25	$260.00	-$1,105.00	1-5
1-6	Item P-604-6.1, Compression Joint Seal for Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	17,800	13,445.00	-4,355.00	$5.00	-$21,775.00	1-6
1-7	Item P-604-6.2, Compression Joint Seal for Existing Concrete Pavements, 1 1/4-inch seal in 3/4-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	700	606.00	-94.00	$7.00	-$658.00	1-7
1-8	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	2,200	2,973.00	773.00	$7.00	$5,411.00	1-8
1-9	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	80	5.00	-75.00	$3.00	-$225.00	1-9
1-10	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	70	4.00	-66.00	$3.00	-$198.00	1-10
1-11	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50		-50.00	$4.00	-$200.00	1-11
		TOTAL ADJUSTMENT TWY P				-$18,412.25	

	2. BASE BID - TWY J Pavement Joint Seal						
2-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	89,000	99,959	10,959.00	$0.25	$2,739.75	2-4
2-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	280	208.75	-71.25	$260.00	-$18,525.00	2-5
2-6	Item P-604-6.1, Compression Joint Seal for Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes cleaning, sawcut, and preparing existing joint reservoir	93,900	89,381	-4,519.00	$5.00	-$22,595.00	2-6
2-7	Item P-604-6.2, Compression Joint Seal for Existing Concrete Pavements, 1 1/4-inch seal in 3/4-inch joint, includes cleaning, sawcut, and preparing existing joint reservoir	9,800	10,534	734.00	$7.00	$5,138.00	2-7
2-8	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	14,560	20,807	6,247.00	$7.00	$43,729.00	2-8
2-9	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	1,350	88	-1,262.00	$3.00	-$3,786.00	2-9
2-10	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	1,080	98	-982.00	$3.00	-$2,946.00	2-10
2-11	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50		-50.00	$4.00	-$200.00	2-11
		TOTAL ADJUSTMENT TWY J				$3,554.75	

	3. BASE BID - TWY K Pavement Joint Seal						
3-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	16,400	16,022	-378.00	$0.25	-$94.50	3-4
3-5	Item P-101-5.2, Concrete Pavement Spall Repair, including material regardless of spall depth	10	47.5	37.50	$260.00	$9,750.00	3-5
3-6	Item P-604-6.1, Compression Joint Seal in Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	3,920	3,714	-206.00	$5.00	-$1,030.00	3-6
3-7	Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2- to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	16,600	12,308	-4,292.00	$3.20	-$13,734.40	3-7
3-8	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	1,330	2,407	1,077.00	$7.00	$7,539.00	3-8
3-9	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	80	11	-69.00	$3.00	-$207.00	3-9
3-10	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	70	32	-38.00	$3.00	-$114.00	3-10
3-11	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50		-50.00	$4.00	-$200.00	3-11
		TOTAL ADJUSTMENT TWY K				$1,909.10	

	4. BASE BID - TWY G Pavement Joint Seal						
4-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	10,700	15,690	4,990.00	$0.25	$1,247.50	4-4
4-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	10	9.5	-0.50	$260.00	-$130.00	4-5
4-6	Item P-604-6.1, Compression Joint Seal in Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	17,100	15,295	-1,805.00	$5.00	-$9,025.00	4-6
4-7	Item P-604-6.2, Compression Joint Seal in Existing Concrete Pavements, 11/4-inch seal in 3/4-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	600	570	-30.00	$7.00	-$210.00	4-7
4-8	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	1,790	3,180	1,390.00	$7.00	$9,730.00	4-8
4-9	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	80	1	-79.00	$3.00	-$237.00	4-9
4-10	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	60	1	-59.00	$3.00	-$177.00	4-10
4-11	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50		-50.00	$4.00	-$200.00	4-11
		TOTAL ADJUSTMENT TWY G				$998.50	

ITEM NO.	DESCRIPTION OF ITEM	Contract Quantity	FINAL Quantity	Unused Units Overrun Units	Unit Price	Decrease Cost Increase Cost	ITEM NO.
	5. BASE BID - TWY R Pavement Joint Seal						
5-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	8,200	6,827	-1,373.00	$0.25	-$343.25	5-4
5-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	70	19.0	-51.00	$260.00	-$13,260.00	5-5
5-6	Item P-604-6.1, Compression Joint Seal for Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	7,200	5,917	-1,283.00	$5.00	-$6,415.00	5-6
5-7	Item P-604-6.2, Compression Joint Seal for Existing Concrete Pavements, 1 1/4-inch seal in 3/4-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	1,000	910	-90.00	$7.00	-$630.00	5-7
5-8	Item P-605-5.2, Silicone Joint Seal in Existing Concrete Pavement and Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	2,270	2,828	558.00	$7.00	$3,906.00	5-8
5-9	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	120	2	-118.00	$3.00	-$354.00	5-9
5-10	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	100	4	-96.00	$3.00	-$288.00	5-10
5-11	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50		-50.00	$4.00	-$200.00	5-11
		TOTAL ADJUSTMENT TWY R				-$17,584.25	
	6. BASE BID - TWY F Pavement Joint Seal						
6-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	13,900	12,791	-1,109.00	$0.25	-$277.25	6-4
6-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	125	150	25.00	$260.00	$6,500.00	6-5
6-6	Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2- to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	13,900	12,781	-1,119.00	$3.20	-$3,580.80	6-6
6-7	Item P-605-5.2, Silicone Joint Seal in Existing Concrete Pavement and Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	3,900	4,931	1,031.00	$7.00	$7,217.00	6-7
6-8	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	220	95	-125.00	$3.00	-$375.00	6-8
6-9	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	180	51	-129.00	$3.00	-$387.00	6-9
6-10	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50		-50.00	$4.00	-$200.00	6-10
		TOTAL ADJUSTMENT TWY F				$8,896.95	
	7. BASE BID - TWY M Pavement Joint Seal						
7-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	73,530	72,894	-636.00	$0.25	-$159.00	7-4
7-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	350	261.5	-88.50	$260.00	-$23,010.00	7-5
7-6	Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2- to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	73,530	77,570.0	4,040.00	$3.20	$12,928.00	7-6
7-7	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	24,920	20,844.0	-4,076.00	$7.00	-$28,532.00	7-7
7-8	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	1,570	58	-1,512.00	$3.00	-$4,536.00	7-8
7-9	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	1,260	57	-1,203.00	$3.00	-$3,609.00	7-9
7-10	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50	1	-49.00	$4.00	-$196.00	7-10
		TOTAL ADJUSTMENT TWY M				-$47,114.00	
	8. BASE BID - TWY V Pavement Joint Seal						
8-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	12,600	10,114.00	-2,486.00	$0.25	-$621.50	8-4
8-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	10	56.50	46.50	$260.00	$12,090.00	8-5
8-6	Item P-604-6.1, Compression Joint Seal in Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	11,000	9,211	-1,789.00	$5.00	-$8,945.00	8-6
8-7	Item P-604-6.2, Compression Joint Seal in Existing Concrete Pavements, 1 1/4-inch seal in 3/4-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	1,000	903	-97.00	$7.00	-$679.00	8-7
8-8	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	2,840	3,091	251.00	$7.00	$1,757.00	8-8
8-9	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	130		-130.00	$3.00	-$390.00	8-9
8-10	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	100		-100.00	$3.00	-$300.00	8-10
8-11	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50	1	-49.00	$4.00	-$196.00	8-11
		TOTAL ADJUSTMENT TWY V				$2,715.50	

ITEM NO.	DESCRIPTION OF ITEM	Contract Quantity	FINAL Quantity	Unused Units Overrun Units	Unit Price	Decrease Cost Increase Cost	ITEM NO.
	9. BASE BID - TWY N Pavement Joint Seal						
9-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	8,100	9,711	1,611.00	$0.25	$402.75	9-4
9-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	45	52.5	7.50	$260.00	$1,950.00	9-5
9-6	Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2-inch to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	10,210	9,711	-499.00	$3.20	-$1,596.80	9-6
9-7	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	2,770	3,181	411.00	$7.00	$2,877.00	9-7
9-8	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	100		-100.00	$3.00	-$300.00	9-8
9-9	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	80		-80.00	$3.00	-$240.00	9-9
9-10	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50		-50.00	$4.00	-$200.00	9-10
		TOTAL ADJUSTMENT TWY N				$2,892.95	
	10. BASE BID - TWY L Pavement Joint Seal						
10-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	54,100	41,775	-12,325.00	$0.25	-$3,081.25	10-4
10-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	75	91.5	16.50	$260.00	$4,290.00	10-5
10-6	Item P-604-6.1, Compression Joint Seal in Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	36,500	30,792	-5,708.00	$5.00	-$28,540.00	10-6
10-7	Item P-604-6.2, Compression Joint Seal in Existing Concrete Pavements, 1 1/4-inch seal in 3/4-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	3,900	5,917	2,017.00	$7.00	$14,119.00	10-7
10-8	Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2- to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	6,500	5,066	-1,434.00	$3.20	-$4,588.80	10-8
10-9	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	1,890	5,054	3,164.00	$7.00	$22,148.00	10-9
10-10	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	770	36	-734.00	$3.00	-$2,202.00	10-10
10-11	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	620	44	-576.00	$3.00	-$1,728.00	
10-12	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50		-50.00	$4.00	-$200.00	10-12
		TOTAL ADJUSTMENT TWY L				$216.95	
	11. BASE BID - TWY T Pavement Joint Seal						
11-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	5,400	5,060	-340.00	$0.25	-$85.00	11-4
11-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	10	12.0	2.00	$260.00	$520.00	11-5
11-6	Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2- to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	5,400	5,060	-340.00	$3.20	-$1,088.00	11-6
11-7	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	1,370	1,395	25.00	$7.00	$175.00	11-7
11-8	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	70	2	-68.00	$3.00	-$204.00	11-8
11-9	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	60	3	-57.00	$3.00	-$171.00	11-9
11-10	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50		-50.00	$4.00	-$200.00	11-10
		TOTAL ADJUSTMENT TWY T				-$1,053.00	
	12. BASE BID - TWY Q Pavement Joint Seal						
12-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	3,600	4,250	650.00	$0.25	$162.50	12-4
12-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	15	5.5	-9.50	$260.00	-$2,470.00	12-5
12-6	Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2- to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	3,600	3,620	20.00	$3.20	$64.00	12-6
12-7	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	1,280	1,951	671.00	$7.00	$4,697.00	12-7
12-8	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	70		-70.00	$3.00	-$210.00	12-8
12-9	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	60		-60.00	$3.00	-$180.00	12-9
12-10	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50		-50.00	$4.00	-$200.00	12-10
		TOTAL ADJUSTMENT TWY Q				$1,863.50	

ITEM NO.	DESCRIPTION OF ITEM	Contract Quantity	FINAL Quantity	Unused Units Overrun Units	Unit Price	Decrease Cost Increase Cost	ITEM NO.
	13. BASE BID - TWY S Pavement Joint Seal						
13-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	12,710	11,070.00	-1,640.00	$0.25	-$410.00	13-4
13-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	45	88	43.00	$260.00	$11,180.00	13-5
13-6	Item P-604-6.1, Compression Joint Seal in Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	7,200	6,063	-1,137.00	$5.00	-$5,685.00	13-6
13-7	Item P-604-6.2, Compression Joint Seal in Existing Concrete Pavements, 1 1/4-inch seal in 3/4-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	1,100	1,009	-91.00	$7.00	-$637.00	13-7
13-8	Item P-605-5.1, Silicone Joint Seal in Existing Concrete Pavement, 1/2- to 5/8-inch seal, includes removal, cleaning, sawcut, and preparing existing joint reservoir	4,410	3,998	-412.00	$3.20	-$1,318.40	13-8
13-9	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	4,180	4,193	13.00	$7.00	$91.00	13-9
13-10	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	200	12	-188.00	$3.00	-$564.00	13-10
13-11	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	170	16	-154.00	$3.00	-$462.00	
13-12	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50	3	-47.00	$4.00	-$188.00	13-12
		TOTAL ADJUSTMENT TWY S				$2,006.60	
	ADDITIVE ALTERNATIVE 1 - Cargo Apron						
A1-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	49,900	47,458	-2,442.00	$0.25	-$610.50	A1-4
A1-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	80	136.5	56.50	$260.00	$14,690.00	A1-5
A1-6	Item P-604-6.1, Compression Joint Seal in Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	50,000	47,458	-2,542.00	$4.45	-$11,311.90	A1-6
A1-7	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	4,160	1,931	-2,229.00	$7.00	-$15,603.00	A1-7
A1-8	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	60	3	-57.00	$3.00	-$171.00	A1-8
A1-9	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	50	3	-47.00	$3.00	-$141.00	A1-9
A1-10	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50		-50.00	$4.00	-$200.00	A1-10
		TOTAL ADJUSTMENT ADDITIVE ALTERNATE 1				-$13,347.40	
	ADDITIVE ALTERNATIVE 2 - West GA Apron						
A2-4	Item P-101-5.1, Joint Beveling for Existing Concrete Joints	27,700	23,258	-4,442.00	$0.25	-$1,110.50	A2-4
A2-5	Item P-101-5.2 Concrete Pavement Spall Repair (including materials with a maximum depth of 6 inches)	105	56.5	-48.50	$260.00	-$12,610.00	A2-5
A2-6	Item P-604-6.1, Compression Joint Seal in Existing Concrete Pavements, 1-inch seal in 5/8-inch joint, includes removal, cleaning, sawcut, and preparing existing joint reservoir	27,700	23,267	-4,433.00	$4.75	-$21,056.75	A2-6
A2-7	Item P-605-5.2, Silicone Joint Seal Along Pavement Shoulder, includes removal, cleaning, sawcut, and preparing existing joint reservoir	2,950	1,596	-1,354.00	$7.00	-$9,478.00	A2-7
A2-8	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	60	4	-56.00	$3.00	-$168.00	A2-8
A2-9	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	50	2	-48.00	$3.00	-$144.00	A2-9
A2-10	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	50		-50.00	$4.00	-$200.00	A2-10
		TOTAL ADJUSTMENT ADDITIVE ALTERNATE 2				-$44,767.25	
	ADDITIVE ALTERNATIVE 3 - TWY 17R-35L Hold Sign Relocation						
A3-5	Item L-108-5.1, Remove and Dispose #8 AWG 5KV Underground Series Cable	361		-361.00	$2.22	-$801.42	
A3-6	Item L-108-5.2, #8 AWG 5kV Type C Cable, installed in trench, duct bank, or conduit	1,370	1,275	-95.00	$6.67	-$633.65	
A3-7	Item L-108-5.3, #6 AWG Solid Bare Soft Drawn Copper Counterpoise Wire, installed above duct bank or conduit, including connections/terminations	1,370	647	-723.00	$7.78	-$5,624.94	
A3-8	Item L-110-5.1, Trenching and Backfill for PVC Conduit (18-inch minimum depth)	650	547	-103.00	$27.78	-$2,861.34	
A3-9	Item L-110-5.2, Nonencased Electrical Conduit, 2-inch SCH 40	650	523	-127.00	$8.80	-$1,117.60	A3-9
A3-10	Item L-125, Duct Markers	14		-14.00	$150.00	-$2,100.00	A3-10
A3-12	Item L-125-5.2, Relocate Four-Module L-854, Guidance Sign including new sign base	12	11	-1.00	$3,850.00	-$3,850.00	A3-12
A3-14	Item L-125-5.4, Remove Existing Sign Base and Restore Site	13	11	-2.00	$1,111.11	-$2,222.22	A3-14
A3-15	Item P-620-5.1a, Obliteration of Taxiway Marking (paint/thermoplastic)	17,000	21,990.50	4,990.50	$1.50	$7,485.75	A3-15
A3-16	Item P-620-5.1b, Permanent Taxiway and Apron Marking, black paint	5,980	9,431.12	3,451.12	$2.40	$8,282.69	A3-16
A3-17	Item P-620-5.1c, Permanent Taxiway and Apron Marking, yellow and white paint	5,980	8,262.90	2,282.90	$1.60	$3,652.64	A3-17
A3-18	Item P-620-5.1d, Permanent Taxiway and Apron Marking, red paint	5,150	5,278.01	128.01	$4.00	$512.04	A3-18
		TOTAL ADJUSTMENT ADDITIVE ALTERNATE 3				$721.95	
		TOTAL CHANGE OF COST				-$116,501.40	

City of Lubbock, TX
Capital Project
Project Cost Detail
August 8 2023

Capital Project Number:	8610
Capital Project Name:	Remove & Reseal Concrete Joints

	Budget
Encumbered/Expended	
Parkhill Smith and Cooper Basic Design	$197,500
Kutchins & Groh (Independent fee analysis)	4,600
Parkhill Smith and Cooper Amendment 2	111,000
Hensel Phelps Contract 15549 Alt(s) 4-6	1,131,009
Interstate Sealant & Concrete	3,612,667
Parkhill Amendment 5 (construction administration)	490,735
Agenda Item August 8, 2023	
Interstate Sealant & Concrete	(116,501)
Encumbered/Expended To Date	5,431,009
Estimated Costs for Remaining Appropriation	2,368,877
Remaining Appropriation	2,368,877
Total Appropriation	$7,799,886

AI# 11791
Regular City Council Meeting
08/08/2023:

7. 17.

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Amendment No.14 to Contract 15200, with RS&H, Inc., for the professional architectural/engineering services for the Security Systems Upgrade at Lubbock Preston Smith International Airport.

Item Summary

The City of Lubbock requested RS&H, Inc., under the on-call professional architectural/engineering agreement, to provide a scope and fee for construction administration services related to the Airport Communication System/Closed Circuit TV (ACS/CCTV) upgrades at Lubbock Preston Smith International Airport. Proposed Amendment No.14 services are summarized as follows.

Scope/Task Title	Total
Task 1 – Construction Administration Services	$122,993
Task 2 – Project Closeout	$42,710.64
Reimbursables – Construction Administration Services	$15,575
Total for Construction Services	**$181,278.64**

Airport Staff and the Airport Advisory Board recommend approval of Amendment No. 14, with RS&H, Inc., for $181,278.64, for the professional architectural/engineering services for the System Security Upgrade at Lubbock Preston Smith International Airport.

Fiscal Impact

Amendment No. 14 with RS&H, Inc. for $181,278.64, is funded in Capital Improvement Project 92361 Terminal Building Improvements

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution Amendment 14 RS&H, Inc.

Amendment 14 RS&H, Inc.

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, Amendment No. 14 to LBB Contract No. 15200, by and between the City of Lubbock and RS&H for Security Systems Upgrade—Construction Administration Services at the Lubbock Preston Smith International Airport, 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:

_____
Courtney Paz, Interim City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

DocuSign Envelope ID: 03C51508-5F90-4DC5-A7C8-BAA03E8C72C8

Security Systems Upgrade – CA Phase Services Scope of Work

Amendment No. 14
July 20, 2023
City of Lubbock, Texas
Lubbock Preston Smith Int'l Airport
LBB Contract No.: 15200
RS&H Project No.: 223-1874-014

Prepared by RS&H, Inc., at the direction of
Lubbock Preston Smith International Airport

RS&H

DocuSign Envelope ID: 03C51508-5F90-4DC5-A7C8-BAA03E8C72C8

I PROJECT DESCRIPTION

The City of Lubbock (City) has requested that RS&H, Inc. (RS&H or Consultant) provide a scope and fee for Construction Administration for the upcoming Security Systems Upgrade construction project designed by RS&H.

Project Duration – The Project Durations is estimated to be **330 calendar days** (approximately **11 months**) construction duration. The actual schedule may vary based on the Project Closeout Date and any changes to the Scope of Work. Changes to the project schedule may require changes in the Consultant's efforts and adjustments to the compensation indicated in this proposal. Construction Administration shall be considered commenced upon the initiation of any services being rendered (i.e., Pre-Construction Meeting, Submittal Review, Construction Schedule Review, etc.) up until the completion of project closeout.

The following professional disciplines/services/specialties are expected to play a significant role in the development of the Project:

- Project Management
- Construction Administration

The Consultant design team is made up of the following professionals:

Consultant/Subconsultant	Involvement
RS&H	Project Management and Construction Administration

DocuSign Envelope ID: 03C51508-5F90-4DC5-A7C8-BAA03E8C72C8

II PROJECT TASKS

The following project tasks are included for the construction phases of this Project:

TASK 1 CONSTRUCTION SERVICES

The scope (and fee) proposed under this Task is based upon an estimated total construction duration of **11 months**. Specific task breakdowns are as follows:

Task 1.1 Pre-Construction Conference

The Consultant shall attend one **(1)** pre-construction conference meeting at the Airport, followed by a walk-through for interested parties. The Consultant will assist in preparing the Pre-Construction Meeting Agenda and Meeting Minutes. In attendance will be the following:

- Project Manager (RS&H remote)
- Senior Engineer (RS&H, in person)
- Project Engineer (RS&H remote)

Task 1.2 RFI/Substitutions/Submittal Review

The Consultant shall review and respond to Requests for Information (RFI's), substitution requests, product data, shop drawings, samples, and other submissions furnished by the Contractor and submitted to the Consultant. The Consultant shall review and approve or take other appropriate action) as required. The Consultant will utilize Newforma or another mutually agreed upon Project Information Management software program between the Consultant and Contractor for tracking, reviewing, and responding to RFIs and submittals. Submittal review will be limited to the initial review and a single resubmittal. It is anticipated that eighty **(80)** reviews of RFI's, substitution requests, product data, shop drawings, samples, and other submissions will be completed. Additional reviews may require a change to the Project scope and additional fees.

The Consultant's review is limited to checking for conformance with the information given and the design concept expressed in the Contract Documents. RS&H is not responsible for Work or requirements that are the Contractor's responsibility as defined in the Contractor's contract with the City. The Consultant shall respond to claims, disputes, and other matters in question between the City and the Contractor relating to the execution or progress of the Work or interpretation of the Contract Documents. Interpretations and decisions of RS&H will be provided in written form.

Task 1.3 Construction Coordination, Clarifications, and Administration

As part of this Task, the Consultant shall advise on efforts related to Construction Coordination and provide design clarifications and recommendations to assist the Airport in resolving field problems relating to the construction while not on site. RS&H will also act as the interpreter of

DocuSign Envelope ID: 03C51508-5F90-4DC5-A7C8-BAA03E8C72C8

the technical elements associated with the contract documents, judge the construction contractor's performance, and make recommendations on claims of the City and Contractor relating to the execution and progress of the Work. The scope assumes that six **(6)** hours per month will be devoted to Construction Coordination, Clarifications, and Administration by the design team.

This work is limited to the content and scope of the Conformed Construction Documents. Any Client-requested deviations from the content and scope of the Conformed Construction Documents may require a change to the project scope and additional fees.

The Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures or for the safety precautions and programs in connection with the project construction. This also includes acts or omissions of the Contractor, subcontractors, any of their agents or subcontractor's employees, or any other person performing any of the Work, or for the failure of such persons to carry out the Work in accordance with the contract documents. Accordingly, with the approval of the City, RS&H will reject Work done by the Contractor that is non-conforming to the contract documents and will issue requests to the Contractor complete special inspections and/or tests if warranted

Task 1.4 Contractor's Pay Applications

The Consultant Project Manager shall assist LBB in reviewing contractor applications for payment and supporting data, review the amount owed to the Contractor, and make recommendations for the level of completion in accordance with the contract documents. It is anticipated that the LBB will process all contractors' pay applications monthly.
One **(1)** Contractor pay request will be reviewed monthly for the Project. It is anticipated sixteen **(11)** applications for payment reviews will be completed. Additional reviews may require a change to the Project scope and additional fees.

Task 1.5 Construction Meetings/Site Visits

The Consultant shall participate in twenty-four **(24)** bi-weekly virtual construction coordination meetings, up to six (**6**) of which shall coincide with in-person site visits. The Consultant assumes that the Contractor will provide an agenda and meeting minutes for weekly construction progress meetings. On-site participation in construction meetings will be coupled with any scheduled site visits.

The Consultant shall conduct up to six (**6**) site visits during construction at the request of the Airport. Site visits are anticipated to be completed over one full day (not including travel). Site visits will be followed by a Field Report to summarize observations and be submitted to the City.

DocuSign Envelope ID: 03C51508-5F90-4DC5-A7C8-BAA03E8C72C8

Task 1.6 Change Directives and Change Notices

The Consultant will prepare documentation to issue Change Directives and Change Notices with the approval of the City. Changes that require additional design and documentation effort from the Consultant will be handled through an amendment to the contract. No changes will be executed, and no work progress associated with those changes will be implemented without prior approval from the City. Change Directives and Change Notices will be limited to six **(6)**.

Task 1.7 Project Management

The Consultant will oversee scheduling, resource allocation, monitoring, oversight, direction, and control for all aspects of the Consultant team's efforts, including assembly and coordination of all documentation.

TASK 2 PROJECT CLOSEOUT

Project closeout includes preparing the record documents, final BIM models, and final invoicing.

Task 2.1 Punchlist and Final Observation

The Consultant shall perform a substantial completion observation of the Project with the City's authorized representative(s). The Consultant shall prepare a punchlist of items that must be completed or deficient. The Consultant shall perform a final observation to determine if the Project has been completed in accordance with the contract documents and if the Contractor has fulfilled all its obligations thereunder so that the Consultant may recommend approval (to LBB), if applicable, in writing, the issuance of a Certificate of Substantial Completion and final payment to the Contractor.

Two **(2)** on-site visits will be held for Punchlist and Final Observation. The Punchlist and Final Inspection attendees will be:

- Senior Engineer (RS&H)
- Project Engineer (RS&H initial Punchlist only)

Task 2.2 Record Documents

The Consultant shall obtain red-line as-built drawings from Construction Contractor and prepare "Record Drawings," which shall become the property of LBB and corrected to show significant changes made in Work during the construction of the Project. Such corrections shall be the "as-built" prints, drawings, field sketches, and other data furnished to the Consultant by the Airport and the Contractor, and any amendments issued during construction.

- PDF files
- CAD Drawings

DocuSign Envelope ID: 03C51508-5F90-4DC5-A7C8-BAA03E8C72C8

Task 2.3 Project Management

The Consultant will oversee scheduling, resource allocation, monitoring, oversight, direction, and control for all aspects of the Consultant team's efforts, including assembly and coordination of all documentation. The Consultant will issue monthly progress reports with each invoice to the Airport project manager during this portion of the Project.

III MEETINGS AND PRESENTATIONS

The following meetings and presentations will be attended as part of this proposal:

Task	Presentation / Meeting / Site Visit	Total Meetings	In-Person Meetings/Site Visits	Conference Calls/ Web-Based
1.1	Pre-Construction Conference	1	1	
1.5	Bi-Weekly Construction Meetings/Site Visits (11 Months)	24	6	18
2.1	Punchlist and Final Observation	2	2	

IV DELIVERABLES

The following deliverables will be submitted as part of this proposal:

Task	Deliverable	Information Included	Format
2.2	Record Documents	Project Drawings Record Documents	PDF, CAD

V ESTIMATED PROJECT SCHEDULE

This scope of Work was developed based on the preliminary project schedule provided below.

Task	Milestone/Deliverable	Duration (Calendar Days)
Task 1	Construction Administration Services	300
Task 2	Project Closeout	30

VI ASSUMPTIONS AND EXCLUSIONS

The following exclusions have been made for this Scope of Work:

- Meetings and site visits other than those specified.
- Services outside the anticipated schedule of construction (approximately 11 months).
- Fees associated with permitting.
- Materials and testing services.
- Re-testing.

DocuSign Envelope ID: 03C51508-5F90-4DC5-A7C8-BAA03E8C72C8

- RS&H will only perform services/Work-related in any way to PFAS chemicals or substances possibly containing PFAS chemicals (including but not limited to sampling, handling, and remediating) to the extent the Lubbock Preston Smith International Airport specifically directs, in writing, RS&H to perform such services/work, and RS&H shall not be liable for the nonperformance of such services/Work.

VIIPROFESSIONAL SERVICES FEE AND FEE TYPE

RS&H will provide Task 1-2 Construction Administrative Services for a Lump Sum Fee of **$165,703.64** (Labor) and a Cost Plus Not to Exceed Fee of **$15,575.00** (Expenses) for a Total Contract Value of **$181,278.64**. See **Attachment A** for a breakdown of costs.

Should scope items/activities/efforts/durations be modified at the request of the City or need to be adjusted based on the design/construction schedule, the Consultant Team will need to modify the fee to accommodate the changes. Such changes will be compensated for through an amendment (Additional Services requested by the Consultant) to the Task Order or similar vehicle. Effort, fee, and schedule adjustments resulting from a change in scope will be assessed and approved by the Airport prior to the execution of the change.

DocuSign Envelope ID: 03C51508-5F90-4DC5-A7C8-BAA03E8C72C8

Submitted by:

DocuSigned by:
RS&H, INC.:
By: _____
Print Name: Elliot Neph
Title: Vice President

City of Lubbock - Mayor:

By: _____
Print Name: Tray Payne
Title: Mayor

Attest:

By: _____
Print Name: Courtney Paz
Title: City Secretary

Approved as to Content:

By: _____ for Kelly Campbell
Print Name: Kelly Campbell
Title: Executive Director of Aviation

Approved as to Form:

By: _____
Print Name: Mitch Satterwhite
Title: First Assistant City Attorney

DocuSign Envelope ID: 03C51508-5F90-4DC5-A7C8-BAA03E8C72C8

ATTACHMENT A

Construction Administration Fee Table

DocuSign Envelope ID: 03C51508-5F90-4DC5-A7C8-BAA03E8C72C8

RS&H

ATTACHMENT A
Lubbock Preston Smith International Airport
Security Systems Upgrade Project
Contruction Administration Fee Table

RS&H, INC.

	SCOPE / TASK TITLE	PROJECT OFFICERS / DIRECTORS	SR. PROJECT MANAGER	-	SENIOR ELECTRICAL ENGR.	ENGINEER III	-	PRACTICE SPECIALIST III	TOTAL
PART A:									
TASK 1 - CONSTRUCTION ADMINISTRATION SERVICES									
1.1	Pre-Construction Conference (1 Meeting)		2		16	2			$ 20,275.78
1.2	RFI/Substitutions/Submittal Review (80 Reviews)				12	48			$ 11,217.24
1.3	Construction Coordination, Clarifications, and Administration (11 months, 6hrs Per Month)				24	42			$ 21,171.89
1.4	Contractor's Pay Applications (11 total)		11						$ 5,598.61
1.5	Construction Meetings/Site Visits (24 Bi-Weekly Mtgs.)				48	28			$ 16,947.13
1.6	Change Directives and Change Notices (6 max)				16	36			$ 10,532.88
1.7	Project Management	10	86					24	$ 35,249.40
	SUBTOTAL HOURS	10	109	0	116	154	0	24	$ 122,993.00
	RATE	$ 367.62	$ 288.71	$ -	$ 302.85	$ 157.98	$ 189.48	$ 160.71	
	TOTAL DIRECT LABOR $	$ 3,676.20	$ 31,469.39	$ -	$ 35,130.60	$ 24,328.92	$ -	$ 3,857.64	$ 122,993.00
	Total Proposed Fee for	TASK 1 - CONSTRUCTION ADMINISTRATION SERVICES							$ 122,993.00
TASK 2 - PROJECT CLOSEOUT									
2.1	Punchlist and Final Observation (2 trips)				80	32			$ 31,706.16
2.2	Record Documents				8	16			$ 6,161.88
2.3	Project Management	2	12					4	$ 4,842.60
	SUBTOTAL HOURS	2	12	0	88	48	0	4	$ 42,710.64
	RATE	$ 367.62	$ 288.71	$ -	$ 302.85	$ 157.98	$ 189.48	$ 160.71	
	TOTAL DIRECT LABOR $	$ 735.24	$ 3,464.52	$ -	$ 26,650.80	$ 7,583.04	$ -	$ 642.84	$ 42,710.64
	Total Proposed Fee for	TASK 2 - PROJECT CLOSEOUT							$ 42,710.64

REIMBURSABLES - CONSTRUCTION ADMINISTRATION SERVICES

	# DWGS @	# PAGES @					
REPRODUCTION	$1.60	$0.10	# SETS				
As-Built Documents	0	0	0				$ -
TOTAL REPRODUCTION							$ -

TRAVEL			Airfare @	Lodging @	Per Diem @	# Car @	# Trips	
	#People	#Days	$ 750.00	$ 180.00	$ 80.00	$ 75.00		
Pre-Construction Conference	1	2	$ 750.00	$ 360.00	$ 160.00	$ 150.00	1	$ 1,420.00
Site Visits	1	2	$ 750.00	$ 360.00	$ 160.00	$ 150.00	6	$ 8,520.00
Punchlist	2	4	$ 1,500.00	$ 1,440.00	$ 640.00	$ 300.00	1	$ 3,880.00
Punchlist - Final Observation	1	3	$ 750.00	$ 540.00	$ 240.00	$ 225.00	1	$ 1,755.00
	REIMBURSABLES (TASK 1 & 2) - CONSTRUCTION ADMINISTRATION SERVICES (Not-to-Exceed)							$ 15,575.00

FEE TABLE SUMMARY	
TASK 1 - CONSTRUCTION ADMINISTRATION SERVICES	$ 122,993.00
TASK 2 - PROJECT CLOSEOUT	$ 42,710.64
REIMBURSABLES (TASK 1 & 2) - CONSTRUCTION ADMINISTRATION SERVICES (Not-to-Exceed)	$ 15,575.00
TOTAL FOR CONSTRUCTION SERVICES	$ 181,278.64

City of Lubbock, TX
Capital Project
Project Cost Detail
August 8, 2023

Capital Project Number:	92361
Capital Project Name:	Terminal Building Improvements

	Budget
Encumbered/Expended	
RS&H Amendment #7 (original design development)	$1,496,751
RS&H Amendment #8 (additional scope)	439,992
Hensel Phelps (preconstruction fee)	172,387
Kutchins & Groh (independent fee analysis)	4,525
Kutchins & Groh (independent fee analysis)	5,131
Procurement Expense	204
RS&H Amendment #11 (construction admin-GMP#1)	215,371
Hensel Phelps Amendment #1 (GMP#1)	4,221,550
Hensel Phelps Amendment #2 (GMP#2)	32,467,367
RS&H Amendment #12 (construction admin GMP#2)	2,997,888
Kutchins & Groh (independent fee analysis)	4,400
Par Kut International (deposit)	4,498
Arconas Corporation (gate counter podium w/ glass)	14,569
Par Kut International (6ft x 12ft building with canopy)	17,992
Procurement Expense	860
Procurement Expense	230
RS&H Amendment #6 (security improvements)	119,580
The Wilson Group (glass replacement)	447,663
RS&H Amendment #11 (glass replacement)	24,292
Control Technologies, Inc.	377,832
Procurement Expense	216
Agenda Item August 8, 2023	
RS&H Amendment #14 (LBB ACS/CCTV upgrades)	181,279
Encumbered/Expended To Date	43,214,576
Estimated Costs for Remaining Appropriation	
Contingency	561,143
Remaining Appropriation	561,143

Total Appropriation	$43,775,719

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31075584, with Grapevine Dodge Chrysler Jeep Ram, for the purchase of four, 3/4-Ton Pickup Trucks.

Item Summary

Purchase Order 31075584, for $212,864.00, is for the purchase of 4, 3/4-Ton Pickup Trucks for Water Meter & Customer Service, Water Distribution Maintenance, and Water Production. The purchase of these trucks will replace the cancellation of 2 orders previously approved by the City Council.

The City issued an Invitation to Bid (ITB) for 4, 3/4-Ton Pickups. In response to ITB 23-17463-EG, bids were received by 3 vendors, and were opened on July 25, 2023.

The bids were as follows:

Line Item 1-1: 3/4-Ton, Extended Cab, 4x4, as specified

1 Pickup Truck for Water Meter & Customer Service, to replace a 2013 Pickup Truck that is need of extensive repairs and past its useful life.

2 Pickup Trucks for Water Distribution Maintenance, to replace 2, 2013 Pickup Trucks that are in need of extensive repairs and past their useful life.

1 Pickup Truck for Water Production, to replace a 2011 Pickup Truck that is in need of extensive repairs and past its useful life

Vendor	Vehicle	Total Cost
Triple Crown Ford Lincoln Stephenville, Texas	2024 Dodge Ram 2500	$51,956.50 x 4 = $207,826.00
Grapevine Dodge Chrysler Jeep Grapevine, Texas	**2023/2024 Dodge Ram 2500**	**$53,216.00 x 4 = $212,864.00**
Southwest Chrysler Dodge Jeep Ram Cleburne, Texas	2024 Dodge Ram 2500	$55,057.50 x 4 = $220,230.00

After reviewing the bid submittals, Fleet Operations recommends awarding to the lowest bidder who could deliver readily available units, Grapevine Dodge Chrysler Jeep of Grapevine, Texas. Grapevine Dodge will furnish the trucks in Line Item 1-1, with an After Receipt of Order, that is between ten (10) to fifty (50) days, as shown in the attached Bid Tab Sheet,

Fiscal Impact

The total cost for all 4, 3/4-Ton Pickup Trucks will be $212,864.00, and this purchase will be funded from the following Capital Improvement Projects:

$159,648.00 from Capital Improvement Project 92781, Water/Wastewater Vehicle Replacement Fund for FY 2022-2023.
$ 53,216.00 from Capital Improvement Project 92724, Water/Wastewater Vehicle Replacement Fund for FY 2021-2022.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Dominic Esperat, Director of Fleet Operations

Attachments

Resolution
Purchase Order
Bid Tab Sheet
CIP 92724 Budget Detail
CIP 92781 Budget Detail
Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order 31075584 for the purchase of Four (4) 3/4 Ton Pickups, by and between the City of Lubbock and Grapevine DCJ, LLC, of Grapevine, Texas, per ITB 23-17463-SB and all 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Foster
Rachael Foster, Assistant City Attorney

ccdocs II/RES.PO 31075584 Grapevine DCJ, LLC
7.31.23

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 7/27/2023
Order Number 31075584 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 7/27/2023 Freight
Requested 10/11/2023 Taken By S BALLANCE
Delivery PER B RODRIGUEZ REQ 60575 ITB 23-17463-SB

If you have any questions, please contact Breana Rodriguez: BreanaRodriguez@mylubbock.us or 806-775-2374

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
2023/2024 Dodge Ram 2500	4.000	53,216.0000	EA	212,864.00	10/11/2023

Total Order

Terms NET 30 212,864.00

This purchase order encumbers funds in the amount of $212,864.00 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 July 25, 2023, from Grapevine DCJ LLC of Grapevine, TX.

Resolution #_____

CITY OF LUBBOCK:

_____
Tray Payne, Mayor

ATTEST:

_____
Courtney Paz, 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. Seller 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

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?

The City of Lubbock
ITB 23-17463-SB
Four (4) 3/4 Ton Pickups

Bid Form

					Grapevine DCJ, LLC		
				Total Cost	$408,496.00		
				Location	Grapevine, TX		
#	**Items**	**Quantity (+/-)**	**UOM**	**Brand**	**Unit Price**	**Delivery Days ARO**	**Total Cost**
1 Preferred							
#1-1	3/4 Ton, Extended Cab, 4x4 - as specified	4	EA	Ram	$53,216.00	10d-50d	$212,864.00
2 Alternate							
~~#2-1~~	~~3/4 Ton, Extended Cab, 4x2 - as specified~~	~~4~~	~~EA~~	~~Ram~~	~~$48,908.00~~	~~10~~	~~$195,632.00~~
3 Options							
#3-1	Power Package	4	EA	Ram	$0	10d-50d	$0
#3-2	Towing Package	4	EA	Ram	$0	10	$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. _____ Date N/A
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 Grapevine DCT 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: N/A		Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

Please complete the information below.

By _____ Date: 7-22-23

Authorized Representative - must sign by hand

Officer Name and Title: Dennis Thomas Fleet Mgr

Business Telephone Number 817-410-7541 FAX: _____

E-mail Address: dthomas@grapevinedcj.com

The City of Lubbock ITB
23-17463-SB
Four (4) 3/4 Ton Pickups
BID TABULATION

				Grapevine DCJ, LLC				Southwest CDJR LLC				TRIPLE CROWN FORD LINCOLN LLC			
			Total Cost	$408,496.00				$426,196.00				$406,448.00			
			Location	Grapevine, TX				Cleburne, TX				Stephenville, TX			
#	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
1 Preferred															
#1-1	3/4 Ton, Extended Cab, 4x4 - as specified	4	EA	Ram	$53,216.00	10d-50d	$212,864.00	Ram	$55,057.50	240	$220,230.00	Ford	$51,956.50	240	$207,826.00
2 Alternate															
~~#2-1~~	~~3/4 Ton, Extended Cab, 4x2 - as specified~~	~~4~~	~~EA~~	~~Ram~~	~~$48,908.00~~	~~10~~	~~$195,632.00~~	~~Ram~~	~~$51,491.50~~	~~240~~	~~$205,966.00~~	~~Ford~~	~~$49,655.50~~	~~240~~	~~$198,622.00~~
3 Optional Items															
#3-1	Power Package	4	EA	Ram	$0	10d-50d	$0	Ram	$0	240	$0	Ford	$0	240	$0
#3-2	Towing Package	4	EA	Ram	$0	10	$0	Ram	$0	240	$0	Ford	$0	240	$0

City of Lubbock, TX
Budget Summary
August 8, 2023

Capital Project Number:	92724
Capital Project Name:	Water/Wastewater Vehicle Replacement FY 21-22

	Budget
Concrete Truck (6331)	$ 208,153
2 Units John Deere Backhoes (6331)	230,000
1 Dri-Prime Diesel Pump with trailer and kits (6413)	60,728
1 unit of Tandem Axel Diesel Crew Cab (6331)	107,857
One (1) unit 3/4 Ton Pick-up Truck, Ext. Cab	41,459
One (1) unit of 3/4 ton F250 Super Cab 4X4	49,813
One (1) unit of Land Pride Shredder (6349)	6,441
One (1) 1/2 Ton Crew Cab, 4X2 Pickup (6417)	39,705
Agenda Item August 08, 2023	
One (1) unit 2023/2024 Dodge Ram 2500 (6311)	53,216
Encumbered/Expended To Date	797,372
Estimated Costs for Remaining Appropriation	
Vehicles and Equipment	(5,247)
Remaining Appropriation	(5,247)
Total Appropriation	$ 792,125

City of Lubbock, TX
Budget Summary
August 8, 2023

Capital Project Number:	92781
Capital Project Name:	Water/Wastewater Vehicle Replacement FY 22-23

		Budget
Encumbered/Expended		
One (1) Single Turn Valve Maintenance Trailer for Water Treatment (6345)	$	83,755
Two (2) units 2023 John Deere 320P Backhoe Loaders for Water Distribution & Maintenance (6331)		290,000
One (1) unit of 2024 Volvo with 12 yd Munibody Dump Body (6331)		170,530
One (1) unit of Polaris Ranger 570 UTV (6345)		11,593
Agenda Item August 08, 2023		
Three (3) units of 2023 Dodge Ram 2500 (6331, 6331, 6347)		159,648
Encumbered/Expended To Date		715,526
Estimated Costs for Remaining Appropriation		
Vehicles and Equipment		715,526
Remaining Appropriation		212,016
Total Appropriation	$	927,542

Purchasing and Contract Management

Project Summary

ITB 23-17463-SB
Four (4) 3/4 Ton Pickups

Notice was published in the Lubbock Avalanche Journal on July 9 & July 16, 2023.
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 July 7 to July 25, 2023.
15 vendors downloaded the documents using Bonfire.com.
8 vendors were notified separately.
3 vendors submitted bids.

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute an agreement, by and between the City of Lubbock and the State of Texas, acting through the Texas Department of Transportation, for the temporary closure of State right-of-way during the 2023 United Supermarkets Lubbock Marathon.

Item Summary

The Mayor's Fitness Council is hosting the 2023 United Supermarkets Lubbock Marathon in the City of Lubbock on Sunday, October 29, 2023. Organizers anticipate 1,500 athletes to participate in this one-day event. A 1-mile Kids Fun Run will be held for runners under the age of 8. Other events are a 5k (3.1 mile), a half-marathon (13.1 miles), and a full marathon (26.2 miles). The races will begin and end Downtown at the Buddy and Maria Elena Holly Plaza where there will be food trucks, local vendors, and a festive atmosphere for spectators.

The proposed resolution authorizes the Mayor to execute an agreement with the State of Texas acting through the Texas Department of Transportation (TxDOT), for the temporary closure of State right-of-way. This agreement is in the best interest of public safety and welfare of the citizens of Lubbock, to expedite all other traffic matters related to the 2023 United Supermarkets Lubbock Marathon. The following intersections would be temporarily impacted upon approval of this agreement:

Intersection of IH 27 and Broadway
Intersection of US 82 (Parkway Drive) and Cesar Chavez Drive
Intersection of IH 27 and Cesar Chavez Drive
Intersection of Spur 326 (North Avenue Q) and Cesar Chavez Drive
Intersection of North FM 1264 (North University Avenue) and Cesar Chavez Drive
Eastbound Frontage Road of State Loop 289 from US 84 to Cesar Chavez Drive
Intersection of US 84 and North Indiana Avenue
Intersection of FM 2255 (4th Street and Indiana Avenue
Intersection of US 82 (Marsha Sharp Freeway) and 9th Street
Intersection of US 84 (Avenue Q) and Glenna Goodacre Boulevard

Fiscal Impact

None

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution

TXDOT Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Agreement for the temporary closure of State right-of-way, by and between the City of Lubbock and the State of Texas acting through the Texas Department of Transportation (TxDOT), regarding a temporary closure of State right-of-way during the 2023 United Supermarkets Lubbock Marathon. 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.

THAT the City Council finds it in the best interest of the public safety and welfare of the citizens of Lubbock to expedite all other traffic matters related to the 2023 United Supermarkets Lubbock Marathon, and in doing so hereby delegates authority to the City Manager, or his designee, to execute any necessary or related documents or amendments associated with this agreement.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Senior Assistant City Attorney

ccdocs/RES.TXDOT-Lubbock Marathon 2023
7.20.23

Agreement No._____

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

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

W I T N E S S E T H

1. **WHEREAS**, the State owns and operates a system of highways for public use and benefit, including _____, in Lubbock, County; and

WHEREAS, the local government has requested the temporary closure of Intersection of US 62/SH 114 (East 19th) and Canyon Lakes Drive
Intersection of IH 27 and Broadway Ave
Intersection of US 82 (Parkway Drive) and Cesar Chavez Drive
Intersection of IH 27 and Cesar Chavez Drive
Intersection of Spur 326 (N Avenue Q) and Cesar Chavez Drive
Intersection of N FM 1264 (N University Ave) and Cesar Chavez Drive
Eastbound Frontage Road of State Loop 289 from US 84 to Cesar Chaves Drive
Intersection of US 84 and N Indiana Ave
Intersection of FM 2255 (4th St) and Indiana Ave
Intersection of US 82 (MSF) and 9th St
Intersection of US 84 (Ave Q) and Glenna Goodacre Blvd

_____ for the purpose of conducting a portion of the 26.2 mile run of the United Market Street Lubbock Marathon to _____as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

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

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

WHEREAS, on the _____ the Lubbock City Council passed Resolution / Ordinance No._____, attached hereto and identified as "Exhibit B," establishing that

the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

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

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

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

A G R E E M E N T

Article 1. CONTRACT PERIOD
This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION
The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as “Exhibit C.”

Article 3. OPERATIONS OF THE EVENT
A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State’s right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State’s Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.
C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be

adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.
D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.
E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.
F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.
G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.
H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

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

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:
(1) By mutual written agreement and consent of both parties.
(2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
(4) By satisfactory completion of all services and obligations as set forth herein.
B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination

of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES
Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES
The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE
A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.
B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS
Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS
The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION
In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES
All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
_____City of Lubbock_____ _____Attn: City Manager_____ ____1314 Ave K _____ _____Lubbock, Texas 79401_____	Texas Department of Transportation __Steve Warren_____ __135 Slaton Road_____ ___Lubbock, Texas 79404-5201_____

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

Article 13. SOLE AGREEMENT

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

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF ___LUBBOCK_____
Executed on behalf of the local government by:

By_____ Date_____
City Official

Typed or Printed Name and Title _____

_____

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

By_____ Date_____
District Engineer

Exhibit A

Exhibit B

Exhibit C

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to,

- plan development,
  - Donated by Marti Greer BSLT Triathlon Inc
- materials,
  - Donated by Marti Greer BSLT Triathlon Inc
- labor,
  - Donated by Volunteers
- public notification,
  - Donated by Primitive Social
- providing protective barriers and barricades,
  - Donated by Marti Greer BSLT Triathlon Inc.
- protection of highway traffic and highway facilities,
  - Due to the Mayors Fitness Council being a 501 (c) (3), the protection of highway traffic and highway facilities is being donated
- all traffic control and temporary signing.
  - Due to the Mayors Fitness Council being a 501 (c) (3), the traffic control and temporary signing is being donated

The required paperwork and plan development and execution have been submitted to TXDOT by Marti Greer as of 6/26/2023.

United supermarkets LUBBOCK MARATHON

June 26, 2023

Terry Harris & Steve Warren
Texas Department of Transportation
135 Slaton Rd.
Lubbock, Texas 79404

Mr. Harris and Mr. Warren,

The Lubbock Police Department will provide traffic control for the United Supermarkets Lubbock Marathon on 10/29/2023l.

Sincerely,

946

Lt. Eric Quijada

TRAFFIC ENFORCEMENT PLAN

Traffic control for the United Supermarkets Lubbock Marathon will consist of lead and/or trail vehicles with signs having the legend "Runners Ahead".

A detailed Traffic Plan will be devised with the direction of the LPD and Barricades Unlimited for specific areas of the course to include "Left on North Loop 289 access road to Landmark Lane, Right on N Indiana Ave".

The Lubbock Police Department will provide any additional traffic control deemed necessary for the safety of motorists and participants. A letter from the Lubbock Police Department to this affect is included.

Thank you,

Marti Greer

Marti Greer
806.438.0893
marti@buffalospringslaketriathlon.com

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2023-O0092, for Zone Case 3143-A, a request of West Texas Engineering, LLC for Tigris Development, LLC, for a zone change from General Retail District (C-3) to High-Density Apartment District (A-2), at 3202 Milwaukee Avenue, located south of 32nd Street, and west of Milwaukee Avenue, Elm Park Addition, Tract K.

Item Summary

On July 25, 2023, the City Council approved the first reading of the ordinance by a vote of 6-0.

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 this request. The Planning and Zoning Commission heard this case on July 6, 2023, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3143-A
Staff Report 3143-A
Documentation 3143-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. 3143-A; A ZONING CHANGE FROM C-3 TO A-2 ZONING DISTRICT AT 3202 MILWAUKEE AVENUE, LOCATED SOUTH OF 32ND STREET, AND WEST OF MILWAUKEE AVENUE, ELM PARK ADDITION, TRACT K, 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. 3143-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3** to **A-2** zoning district at **3202 Milwaukee Avenue, located south of 32nd Street, and west of Milwaukee Avenue, Elm Park Addition, Tract K,** 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3143-A
July 6, 2023

Planning Department
City of Lubbock

Staff Report	Zone Case 3143-A
City Council Meeting	July 25, 2023

Applicant West Texas Engineering, LLC

Property Owner Tigris Development, LLC

Council District 6

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2536: A portion of the subject property was annexed into the city limits and zoned Single-Family District (R-1).
- September 27, 1984, Ordinance No. 8660: A portion of the subject property was annexed into the city limits and zoned Transition District (T).
- October 10, 1985, Zone Case 2538, Ordinance 8827: A portion of the subject property was re-zoned from Transition District (T) to Single-Family District (R-1).
- April 6, 2010, Zone Case 3143, Ordinance No. 2010-O0092: The subject property was re-zoned from Single-Family District (R-1) to General Retail District (C-3).
- July 6, 2023, Zone Case 3143-A: The Planning and Zoning Commission recommended approval of a zone change from C-3 to High-Density Apartment District (A-2) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 19
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The property was platted as Elm Park Addition, Tract K on May 24, 2013. Currently, the property is vacant and undeveloped.

Adjacent Property Development

There is property zoned General Retail District (C-3) to the south, High-Density Apartment District (A-2) to the south and west, Apartment Medical District (AM) to the north, and Single-Family District to the east. There is a gas station to the south, apartments to the south and west, offices to the north and single-family homes to the east.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 3202 Milwaukee Avenue, located south of 32nd Street, and west of Milwaukee Avenue. The applicant is requesting a zone change from General Retail District (C-3), to High-Density Apartment District (A-2).

Current zoning: **General Retail District (C-3)**

Requested zoning: **High-Density Apartment District (A-2)**

Intent Statements
The intent of the current C-3 zoning is "…o provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered."

The intent of the requested 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."

Traffic Network/Infrastructure Impacts
The location is along Milwaukee Avenue and 34th Street, which are designated as Principal Arterials, and also 32nd Street, which is designated as a local street by the Master Thoroughfare Plan 2018. Arterials 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 zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for "Commercial" land uses. While this request does not conform to this designation, it would be appropriate next to adjacent residential and commercial land uses. Therefore, this request 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 adjacent to compatible land uses and along two major thoroughfares.

Suitability of Property for Allowed Uses
The property is suitable for the proposed apartment 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 3143-A

Allowable Uses: High-Density Apartment District (A-2)

Transportation: The proposed development has a point of access from 34th Street, 32nd Street, and Milwaukee Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
34th Street, Local Street, Partially Complete	R.O.W. 55 feet, 2 lane, undivided, paved.	R.O.W. 110 feet, 5 lane, undivided, paved.
Milwaukee Avenue, Principal Arterial, Completed	R.O.W. 110 feet, 7 lane, undivided, paved.	R.O.W. 110 feet, 7 lane, undivided, paved.
32nd Street, Local Street, Completed	R.O.W. 55 feet, 2 lane, undivided, paved.	R.O.W. 55 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 6

5.5 **Zone Case 3143-A**: West Texas Engineering, LLC for Tigris Development, LLC, request for a zone change from General Retail District (C-3) to High-Density Apartment District (A-2), at:

- 3202 Milwaukee Avenue, located south of 32nd Street, and west of Milwaukee Avenue, Elm Park Addition, Tract K.

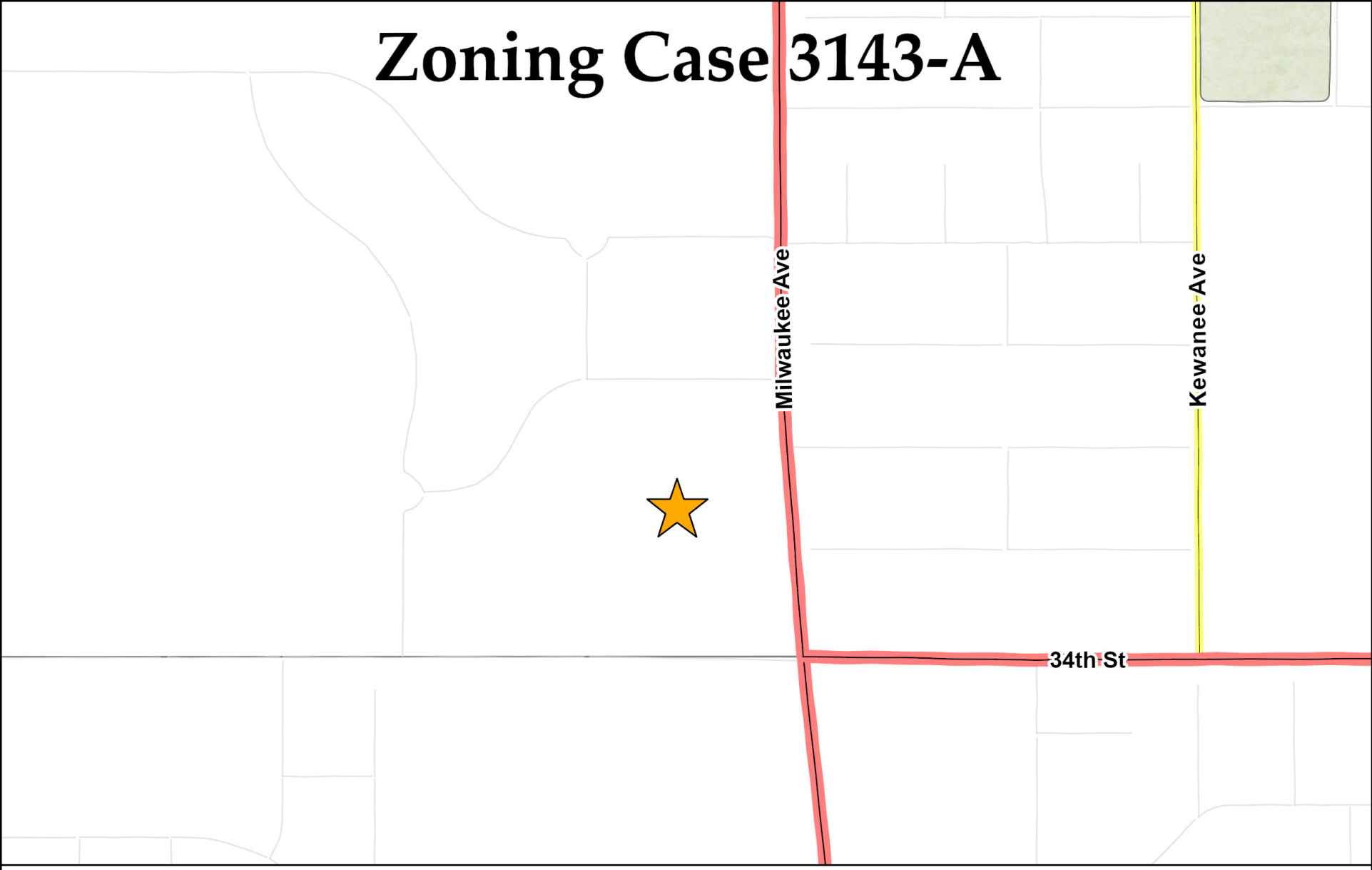
PLANNER SHANE SPENCER stated that there were nineteen (19) notifications sent out and zero (0) returned. Staff shared the location of the property, including pictures and maps and discussed the surrounding properties. Staff recommended approval of the request.

APPLICANT VICTOR RODEN, 13037 Quaker Avenue, with West Texas Engineering, representing Tigris Development, was available for any questions.

No one spoke in favor or in opposition to this request.

In the matter of **Zone Case 3143-A,** a motion was made by **SUSAN TOMLINSON** and seconded by **BRANDON HARDAWAY** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Zoning Case 3143-A

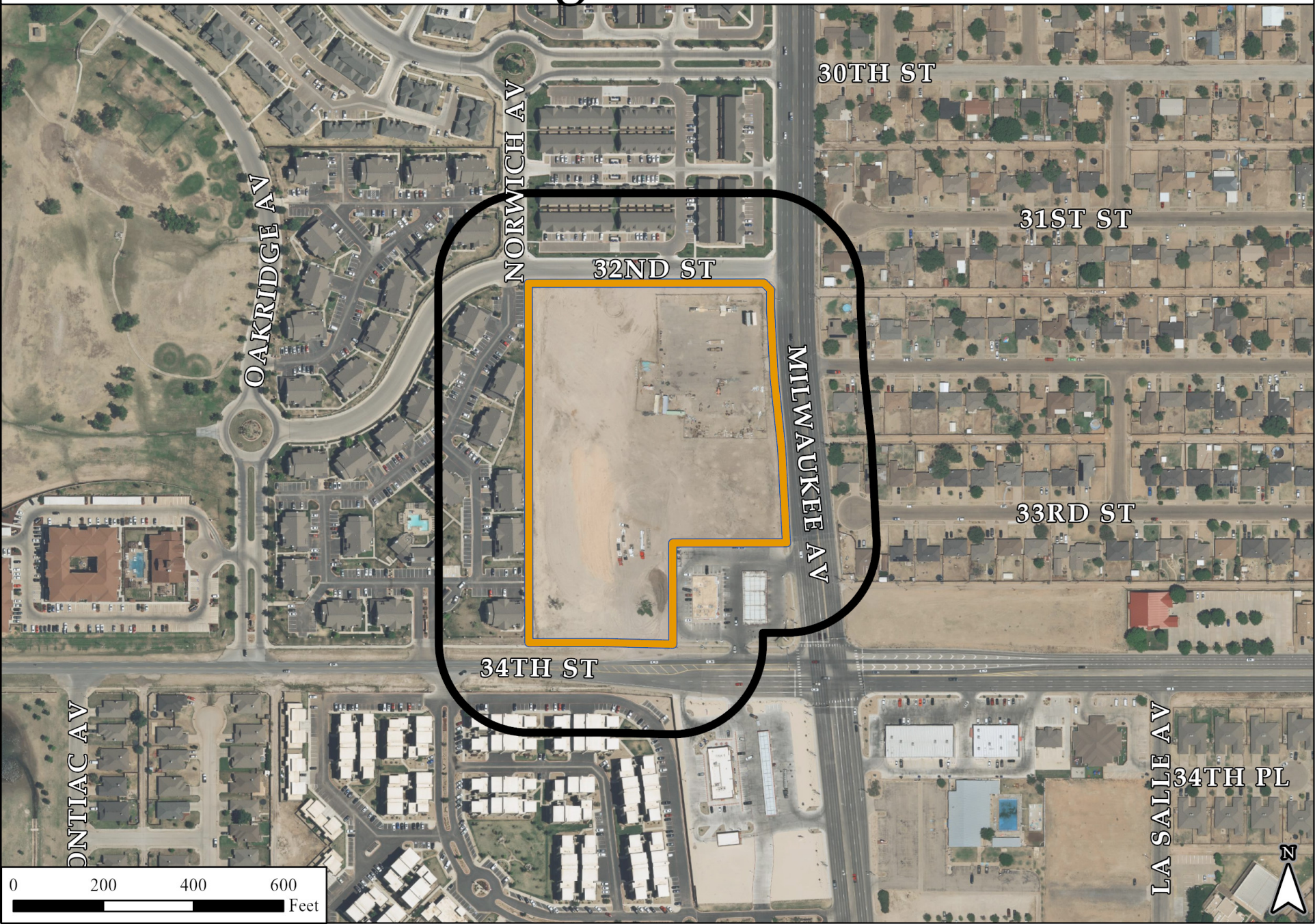


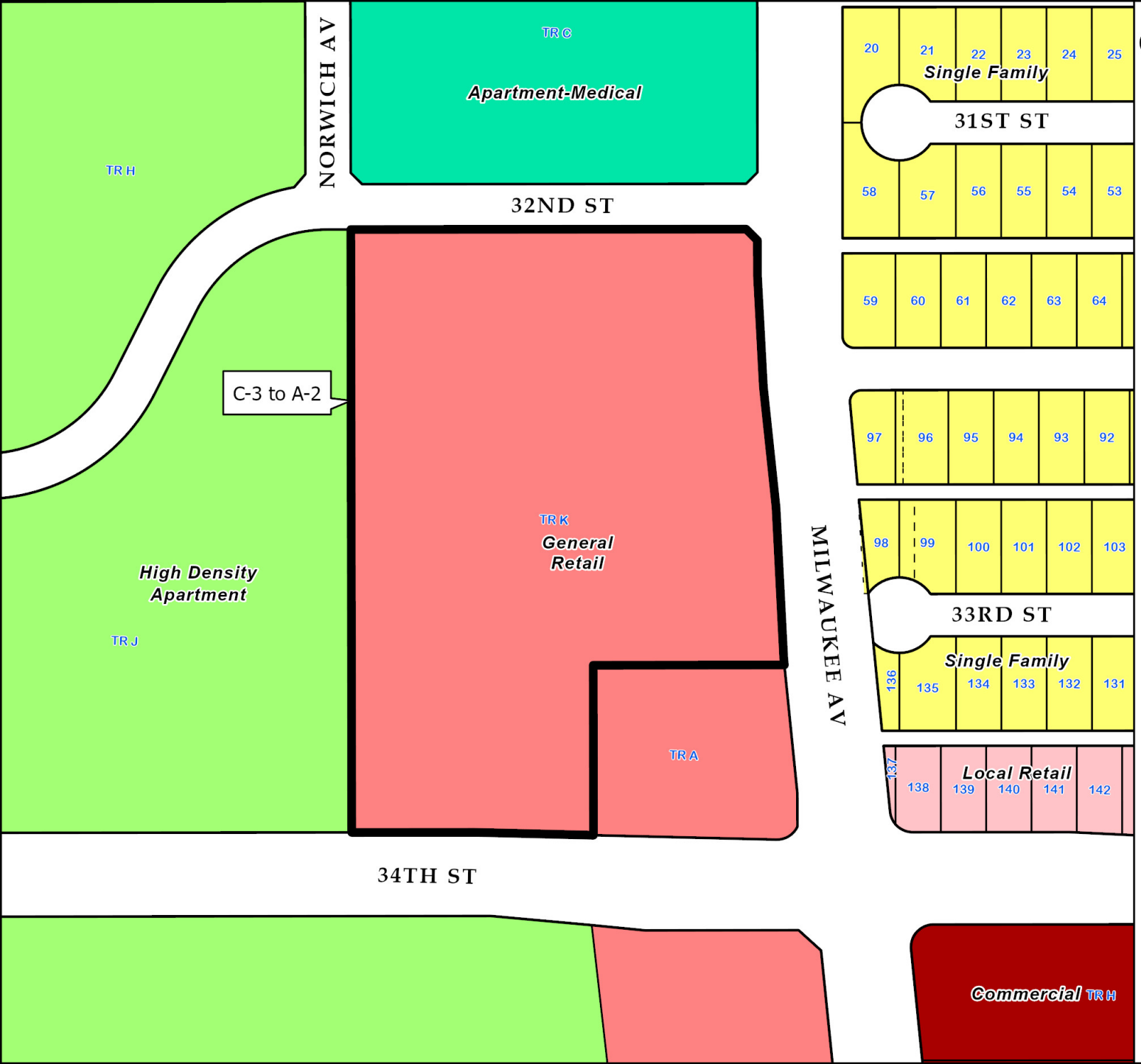
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: June 2023

Zoning Case 3143-A





Current Zoning

3143-A

Zoning Districts

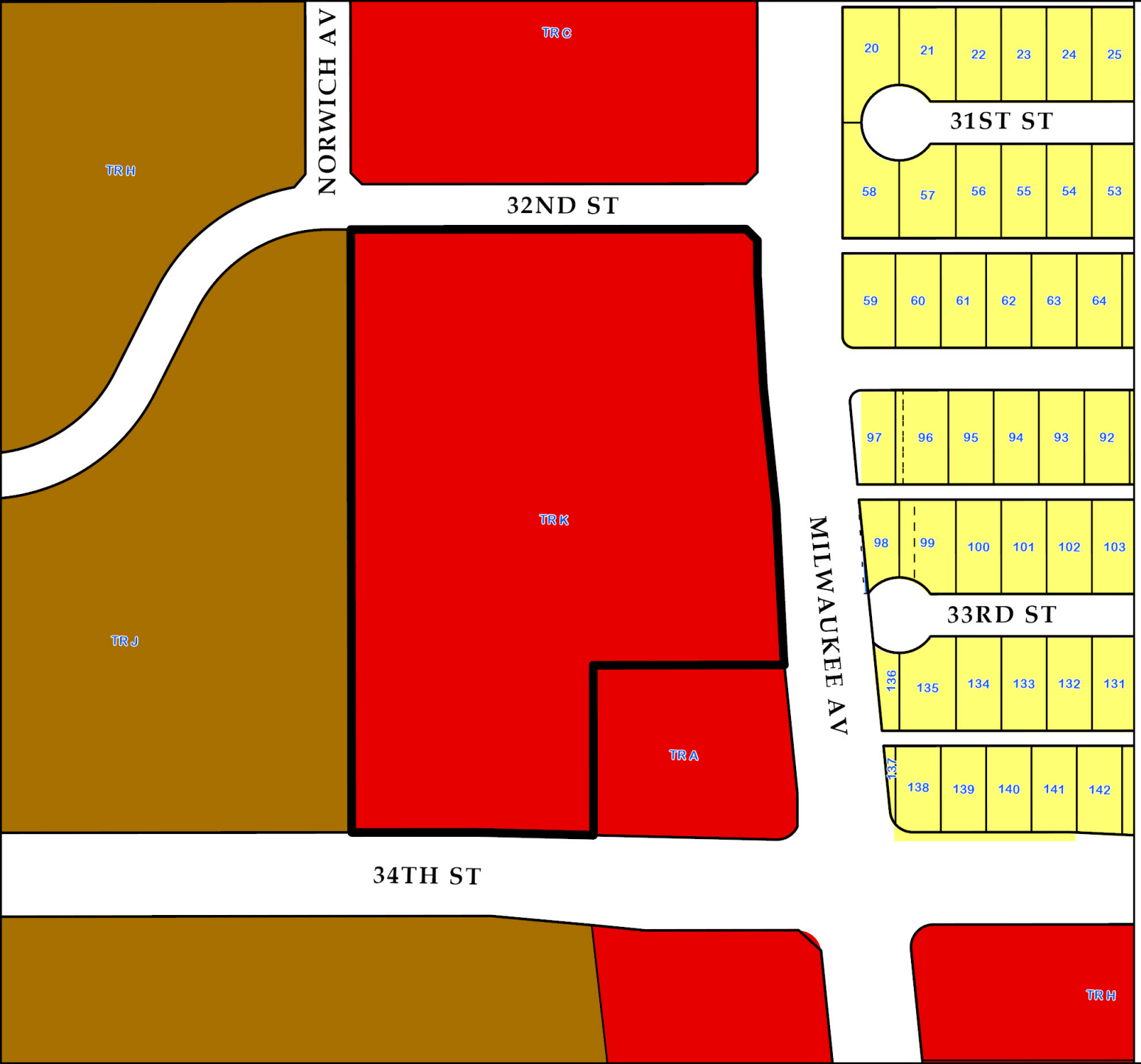
- High Density Apartment
- Apartment-Medical
- Local Retail
- General Retail
- Commercial
- Single Family

N

0 50 100 150 Feet

City of Lubbock TEXAS

Date Exported: June 2023



Future Land Use Plan
Case 3143-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 50 100 150 200 Feet

City of Lubbock TEXAS

Date Exported: June 2023

3143-A



View to the north. Subject Property.



View to the east.



View to the south.



View to the west.

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: 3202 Milwaukee Avenue

Lots/Tracts: Elm Park, Tract K

Survey & Abstract: See Exhibit A

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 8.97

Existing Land Use: Vacant Existing Zoning: C-3 General Retail

Requested Zoning: A-2 Multi-Family

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: West Texas Engineering, LLC

Name: Victor Roden

Address: 13037 Quaker Avenue City: Lubbock State: Texas

ZIP Code: 79423 Telephone: 806-336-7270 Email: vroden@westtexasengineering.com

Applicant's Signature: Victor E Roden

Date: 04/28/2023 Printed Name: Victor Roden

Owner Information

Firm Name: Tigris Development, LLC

Owner: Tigris Development, LLC

Address: 5307 W Loop 289, Ste 201 City: Lubbock State: Texas

ZIP Code: 79414 Telephone: 806-687-8888 Email:

Property Owner's Signature:

Date: 5/1/2023 Printed Name: Mitch Elliott

Preparer Information

Preparer's Signature: Victor E Roden

Date: 04/28/2023 Printed Name: Victor Roden

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.

WEST TEXAS ENGINEERING, LLC

CIVIL ENGINEERING AND LAND DEVELOPMENT SERVICES
13037 QUAKER AVENUE • LUBBOCK, TEXAS 79423
OFFICE: (806) 687-2552 • CELL: (806) 336-7270
TEXAS REGISTERED ENGINEERING FIRM F-13587

EXHIBIT "A"

FIELD NOTES on the existing Plat Limits of Tract K, ELM PARK, an addition to the City of Lubbock, Lubbock County, Texas, an 8.97 acre tract of land out of Section 43, Block AK, Lubbock County, Texas, and being further described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod with cap for the Northwest corner of Track K, ELM PARK as shown by the plat recorded in Lubbock County Clerk's File Number 2013021186 of the official public records of Lubbock County;

THENCE S88°12'17"E, along the South right-of-way line of 32nd Street, a distance of 523.27 feet to a 1/2" iron rod with a cap marked "STEVENS RPLS 4339" found at the most Northerly Northeast corner of this tract;

THENCE S43°11'59"E, a distance of 21.21 feet to a 1/2" iron rod with a cap marked "STEVENS RPLS 4339" found at the most Easterly Northeast corner of this tract;

THENCE S01°48'19"W, along the West right-of-way line of Milwaukee Avenue, a distance of 46.42 feet to a 1/2" iron rod with a cap marked "STEVENS RPLS 4339" found at a point of intersection for a corner of this tract;

THENCE S00°34'56"E, along the West right-of-way line of Milwaukee Avenue, a distance of 23.26 feet to a 1/2" iron rod with a cap marked "STEVENS RPLS 4339" found at a point of non-tangential curvature for a corner of this tract;

THENCE Southeasterly, along the West right-of-way line of Milwaukee Avenue and a curve to the left, an arc distance of 124.65 feet, said curve having a radius of 1251.97 feet, a delta angle of 05°42'16", a chord distance of 124.60 feet and a chord bearing of S01°18'28"E, to a 1/2" iron rod with a cap marked "H.R. & ASSOCS" found at a point of tangency for a corner of this tract;

THENCE S04°09'36"E, along the West right-of-way line of Milwaukee Avenue, a distance of 159.94 feet to a 1/2" iron rod with a cap marked "H.R. & ASSOCS" found at a point of intersection for a corner of this tract;

THENCE S01°03'27"E, along the West right-of-way line of Milwaukee Avenue, a distance of 200.26 feet to a 1/2" iron rod with a cap marked "STEVENS RPLS 4339" found at a point of intersection for a corner of this tract;

THENCE S03°54'12"E, along the West right-of-way line of Milwaukee Avenue, a distance of 8.94 feet to a 1/2" iron rod with a cap marked "STEVENS RPLS 4339" found at the Northeast corner of Tract "A", ELM PARK, an addition to the City of Lubbock, according to the Map, Plat, and/or Dedication Deed thereof recorded in Lubbock County Clerk's File Number 2011012289 of the official public records of Lubbock County, for the most Easterly Southeast corner of this tract;

THENCE N88°13'33"W, a distance of 253.05 feet to a 1/2" iron rod with a cap marked "STEVENS RPLS 4339" found at the Northwest corner of said Tract "A" and an ell corner of this tract;

THENCE S01°46'27"W, a distance of 225.01 feet to a 1/2" iron rod with a cap marked "STEVENS RPLS 4339" found in the North right-of-way line of 34th Street for the Southwest corner of said Tract "A" and the most Southerly of the Southeast

corner of this tract, WHENCE the Southeast corner of said Section 43 bears S01°47’43”W a distance of 51.05 feet and S88°12’17”E a distance of 269.97 feet;

THENCE N86°45’51”W, along the North right-of-way line of 34th Street, a distance of 157.18 feet to a 1/2” iron rod with a cap marked “LS 232” found at a point of intersection for a corner of this tract;

THENCE N88°12’17”W, along the North right-of-way line of 34th Street, a distance of 162.83 feet to a 1/2” iron rod with a cap marked “STEVENS RPLS 4339” found at the Southwest corner of this tract;

THENCE N01°45’36”E, with the East line of Tract “J”, ELM PARK, a distance of 798.20 feet to the PLACE of BEGINNING and containing 8.97 acres;

Bearings are grid bearings relative to the Texas Coordinate System, TXNC Zone 4202, NAD’83 (CORS86). Distances are surface distances.

Survey Date: April 5, 2013

Information

Agenda Item

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

Item Summary

When a proposed tax rate exceeds the voter-approval rate or the no-new-revenue rate, whichever is lower, State law requires that the City Council must vote to place a proposal to adopt the rate on the agenda of a future meeting, as an action item. The rate proposed in the FY 2023-24 Operating Budget is $0.480164 per $100 valuation, which is higher than the 2023 no-new-revenue rate of $0.465391 and lower than the 2023 voter-approval rate of $0.505718. The debt rate is proposed to increase from $0.108317 to $0.109783, and the proposed maintenance and operations rate increases from $0.348816 to $0.351999. The economic development rate also decreases in the proposed tax rate to $0.018382. This budget will raise more revenue from property taxes than last year's budget by $11.8 million which is a 11.3% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $3,796,255.

The certified values were received from the Lubbock Central Appraisal District on July 25, 2023. The calculated no-new-revenue rate and the voter-approval tax rate calculations were received from Lubbock Central Appraisal District on August 1, 2023.

The approval of this resolution is not the adoption of the tax rate, but is required for the publication of a proposed tax rate and the scheduling of a public hearing to discuss the proposed tax rate. The rate that is formally adopted by the City Council in September 2023, will follow a public hearing, two readings of the tax ordinance, and public discussion.

The Texas Constitution and Property Tax Code embody the concept of truth-in-taxation to require taxing units to comply with certain steps in adopting their tax rates. The truth-in-taxation laws have two purposes:

1. To make taxpayers aware of tax rate proposals; and

2. To allow taxpayers, in certain cases, to roll back or limit a tax increase.

The truth-in-taxation requirements are contained in the Texas Tax Code, Chapter 26.

No-New-Revenue Tax Rate:

The 2023 no-new-revenue rate is $0.465391. The no-new-revenue tax rate is a calculated rate that will provide the City with about the same amount of revenue it received during the prior year, on properties taxed in both years.

Voter-Approval Tax Rate:

The 2023 voter-approval rate is $0.505718. The voter-approval rate is a calculated maximum rate allowed by law without voter approval. The voter-approval rate provides the City with approximately the same amount of tax revenue it spent the previous year for day-to-day operations, plus a 3.5 percent increase for maintenance and operations, as well as sufficient funds to pay debts in the coming year. If the City adopts a tax rate that is higher than the voter-approval rate, an automatic election must be held on the next November uniform election date.

If the tax rate proposed by the City Council exceeds the no-new-revenue tax rate or voter-approval rate, whichever is lower, the City must follow legislative guidelines for proposing and adopting a tax rate. These guidelines include:

1. The City Council must vote to place a proposal to adopt the rate on the agenda of a future City Council meeting as an action item. The vote must be recorded. This guideline will be fulfilled with the passage of this agenda item.

2. The proposal must specify the desired rate. The City Council cannot vote to adopt a proposal to increase taxes by an unspecified amount.

3. If the motion passes, the City Council must schedule one public hearing on the proposal to increase taxes.

4. The City Council must notify the public of the date, time, and place for the public hearing, and publish information about the proposed tax rate no later 5 days prior to the date of the public hearing in a local newspaper, and publish the notice continuously at least 7 days before the public hearing, on the City of Lubbock Website and Channel 2.

5. After publishing the required notice, the City must hold the public hearing. Taxpayers must have the opportunity to express their views on the increase at the public hearing. The City Council may adopt the tax rate at the public hearing, but if they do not, they must announce at the public hearing the date and time of the meeting that they will adopt the tax rate.

6. The Tax Code requires that the City Council adopt the tax rate no more than 7 days after the public hearing.

The public hearing to discuss the proposed tax rate is scheduled for 2:00 p.m. on September 5, 2023, in the City Council Chambers in Citizens Tower, at 1314 Avenue K.

Fiscal Impact

The cost of the publication of the notices is budgeted in the FY 2022-23 Operating Budget.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution

RESOLUTION

WHEREAS, the City Council of the City of Lubbock desires to place a proposal to adopt a property tax rate that will result in additional revenue as outlined in Section 26.05(d) of the Tax Code of the State of Texas on the agenda of a future meeting as an action item and schedule public hearings; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby adopts a proposed property tax rate of $0.480164 per $100 valuation that will result in additional revenue. The breakout of the tax rate is as follows:

$0.109783 per $100 valuation to the Interest and Sinking Fund;

$0.351999 per $100 valuation to the General Fund; and

$0.018382 per $100 valuation to the Economic Development Fund.

THAT the City Council of the City of Lubbock sets the date for the public hearing on the proposed tax rate on September 5, 2023 at 2:00 p.m. in the City Council Chambers located at 1314 Avenue K, Lubbock, Texas. A vote on the tax rate shall be placed upon a future City Council agenda.

Passed by the City Council this _____ day of _____, 2023.

VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Council members present but not voting: _____

Council members absent: _____

****

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Amy L. Sims, Assistant City Attorney

AI# 11751
Regular City Council Meeting
08/08/2023:

8. 2.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2023-O0092, for Zone Case 2161-L, a request of Hub City Capital, LLC for G Greenstreet, Inc., for a zone change from Garden Office District (GO) to General Retail District (C-3), at 8902 University Avenue, located west of University Avenue and south of 89th Street, Summerfield Addition, North 119 feet of Tract E.

Item Summary

On July 25, 2023, the City Council approved the first reading of the ordinance by a vote of 5-1.

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 this request. The Planning and Zoning Commission heard this case on July 6, 2023, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 2161-L
Staff Report 2161-L
Documentation 2161-L

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. 2161-L; A ZONING CHANGE FROM GO TO C-3 ZONING DISTRICT AT 8902 UNIVERSITY AVENUE, LOCATED WEST OF UNIVERSITY AVENUE AND SOUTH OF 89TH STREET, SUMMERFIELD ADDITION, NORTH 119 FEET OF TRACT E, 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. 2161-L

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 **GO** to **C-3** zoning district at **8902 University Avenue, located west of University Avenue and south of 89th Street, Summerfield Addition, North 119 feet of Tract E,** 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:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2161-L
July 6, 2023

Staff Report	Zone Case 2161-L
City Council Meeting	July 25, 2023

Applicant Hub City Capital, LLC

Property Owner G Greenstreet

Council District 4

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- October 28, 1971, Ordinance No. 6201: The subject property was annexed into the city limits and zoned Single-Family District (R-1).
- May 8, 1986, Zone Case 2161-B, Ordinance No. 8917: The subject property was rezoned from R-1 to Family Apartment District (A-1).
- January 27, 2005, Zone Case 2161-L, Ordinance No. 2005-O0008: The subject property was rezoned from A-1 to Garden Office District (GO).
- July 6, 2023, Zone Case 2161-L: The Planning and Zoning Commission recommended approval of a zone change from GO to General Retail District (C-3) by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 10
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
The subject property was platted as Summerfield Addition, the north 119 feet of Tract E on June 3, 1998, and has remained vacant.

Adjacent Property Development
To the north of the subject property is a medical clinic zoned GO. To the east, across University Avenue, are single-family homes zoned R-1. To the south is a non-profit community assistance organization zoned A-1, and to the west is vacant land zoned R-1.

Zoning Request and Analysis
Item Summary
The subject property is addressed as 8902 University Avenue located west of University Avenue and north of 91st Street. The applicant requests a zone change from GO to General Retail District (C-3).

Current zoning: **Garden Office District (GO)**

Requested zoning: **General Retail District (C-3)**

Intent Statements
The intent of the current GO zoning is, "…to provide for quality garden office development through proper planning and design. The regulations are intended to produce an attractive environment which will ensure the compatibility between offices and adjacent uses and promote a stable environment between residential and commercial uses. When proposed garden office development is adjacent to any residentially zoned property,

design standards, and site planning shall provide for maximum compatibility with the adjacent residential zoning districts."

The intent of the proposed C-3 zoning is, "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered."

Traffic Network/Infrastructure Impacts
The proposed rezoning location is along University Avenue. The Master Thoroughfare Plan, 2018, designates University Avenue as a Principal Arterial. 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.

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 use. The proposed zone change to C-3 would be in conformance with this designation and would conform to the principles of the 2040 Comprehensive Plan. This request would be appropriate near the existing C-3 zoning to the north and fronting onto an Arterial street.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate for this area.

Suitability of Property for Allowed Uses
The property is suitable for the proposed use and will not need additional public improvements to support the intensity of uses described in the C-3 zoning district.

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 2161-L

Allowable Uses: General Retail District (C-3)

Transportation: The proposed development has a point of access from University Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
University Avenue, Principal Arterial, Completed	R.O.W. 120 feet, seven-lane, undivided, paved	R.O.W. 120 feet, seven-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 4

5.3 **Zone Case 2161-L:** Hub City Capital, LLC for G Greenstreet, request for a zone change from Garden Office District (GO) to General Retail District (C-3), at:

- 8902 University Avenue, located west of University Avenue and south of 89th Street, Summerfield Addition, North 119 feet of Tract E.

PLANNER ASHLEY PADILLA stated that there were ten (10) notifications sent out and none returned. Staff shared the location of the property, including pictures and maps and discussed the surrounding properties. Staff recommended approval of the request.

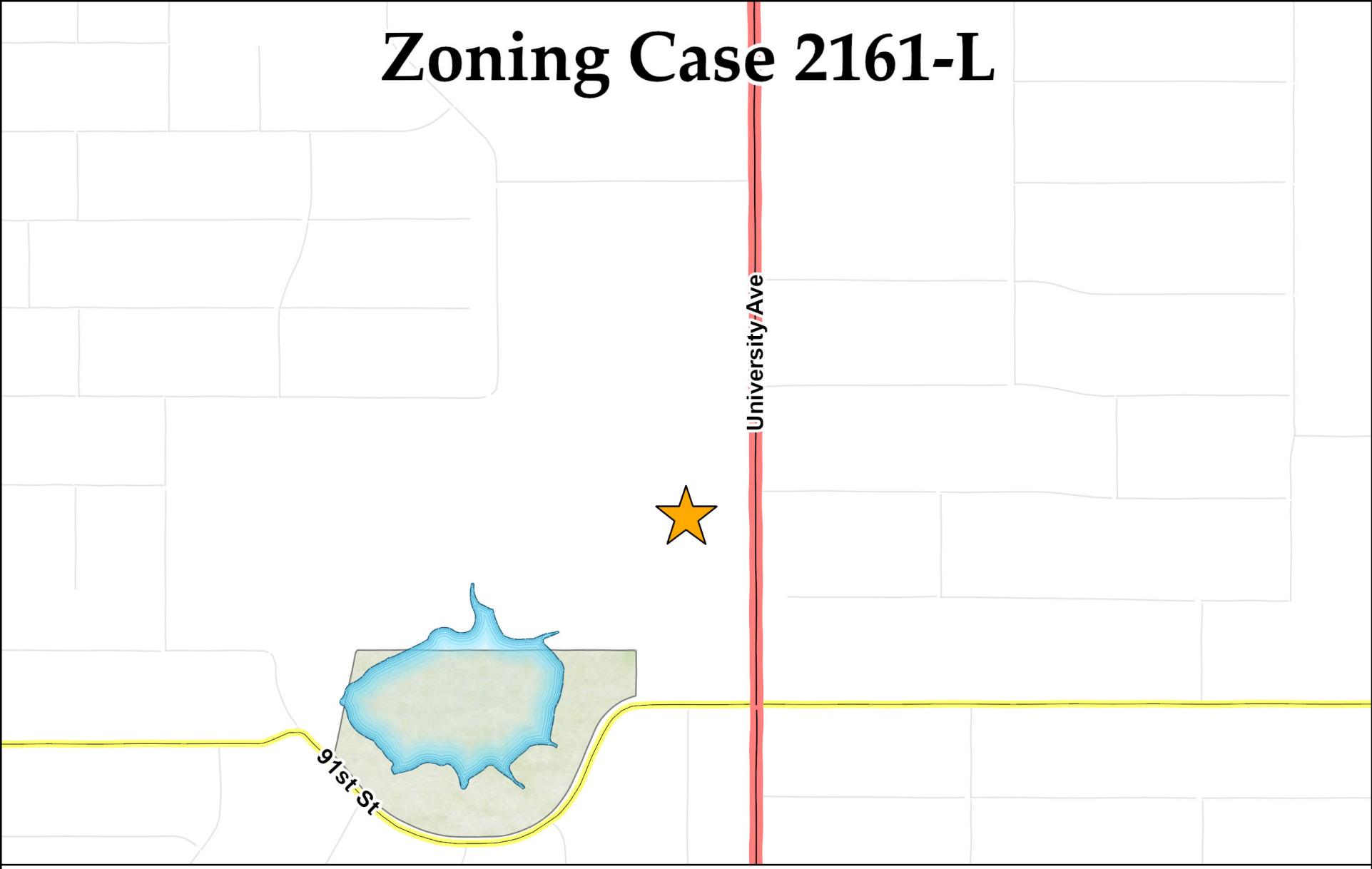
APPLICANT DAN WILLIAMS, 4615 9th Street, representing Hub City Capital, stated the intention for the request is to open options for development. Restaurants and retail will likely be the uses, to match surrounding businesses.

No one spoke in favor or in opposition of the request.

CHAIR SAWYER noted the property has been vacant for a long time.

In the matter of **Zone Case 2161-L,** a motion was made by **JAMES BELL** and seconded by **AVIRAJ PATEL** to approve the request. The Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Zoning Case 2161-L

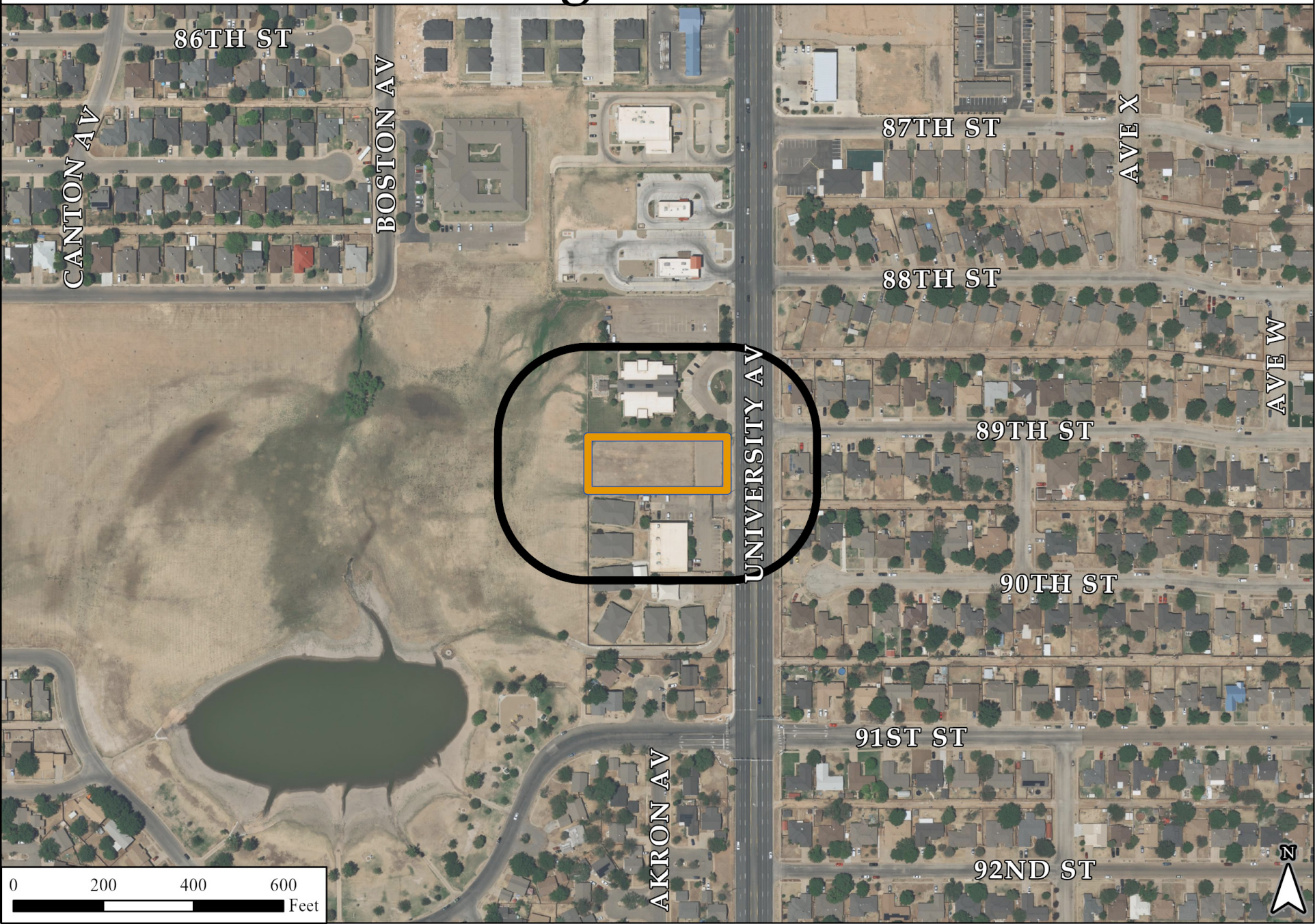


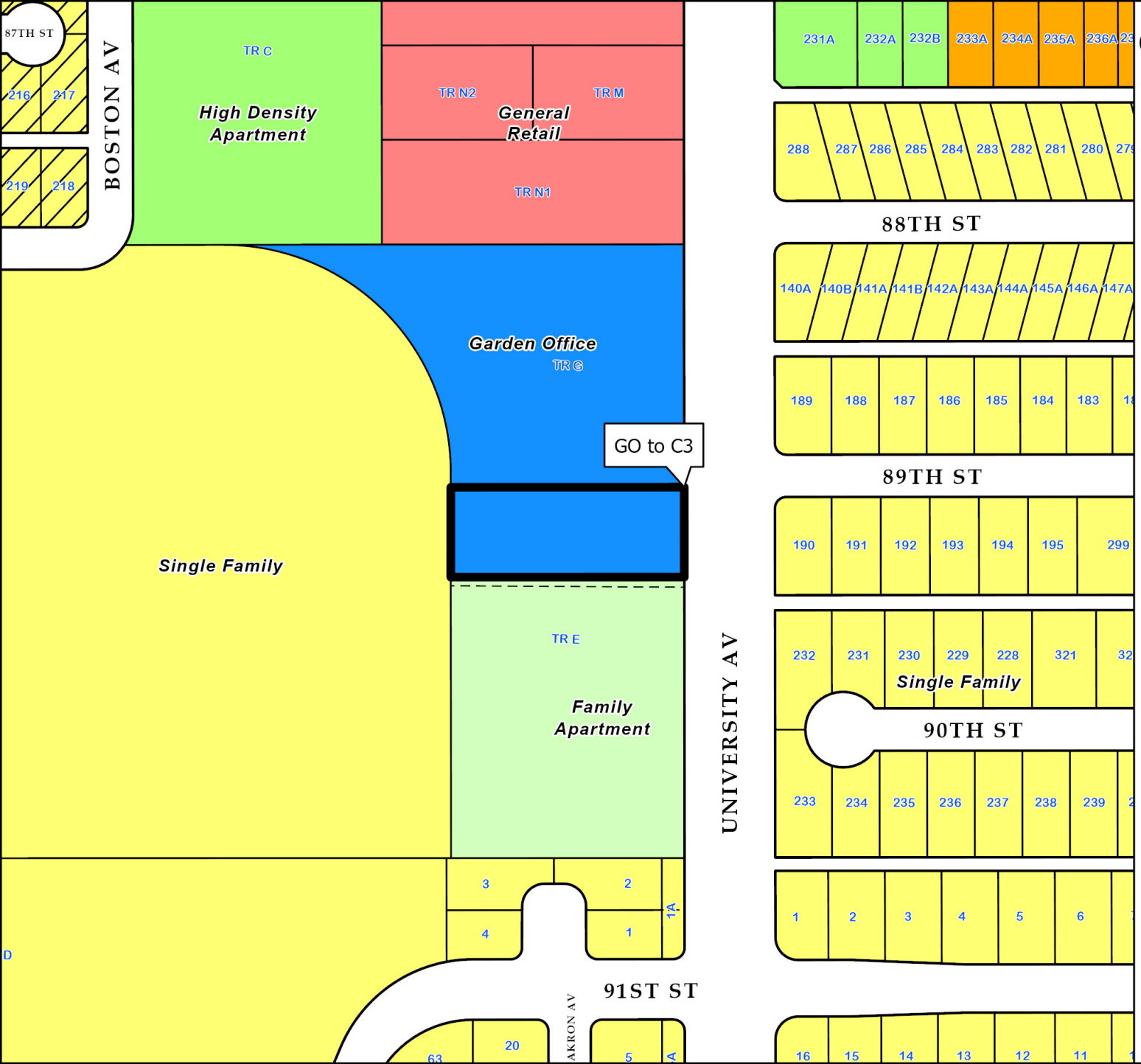
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: June 2023

Zoning Case 2161-L





Current Zoning

2161-L

Zoning Districts

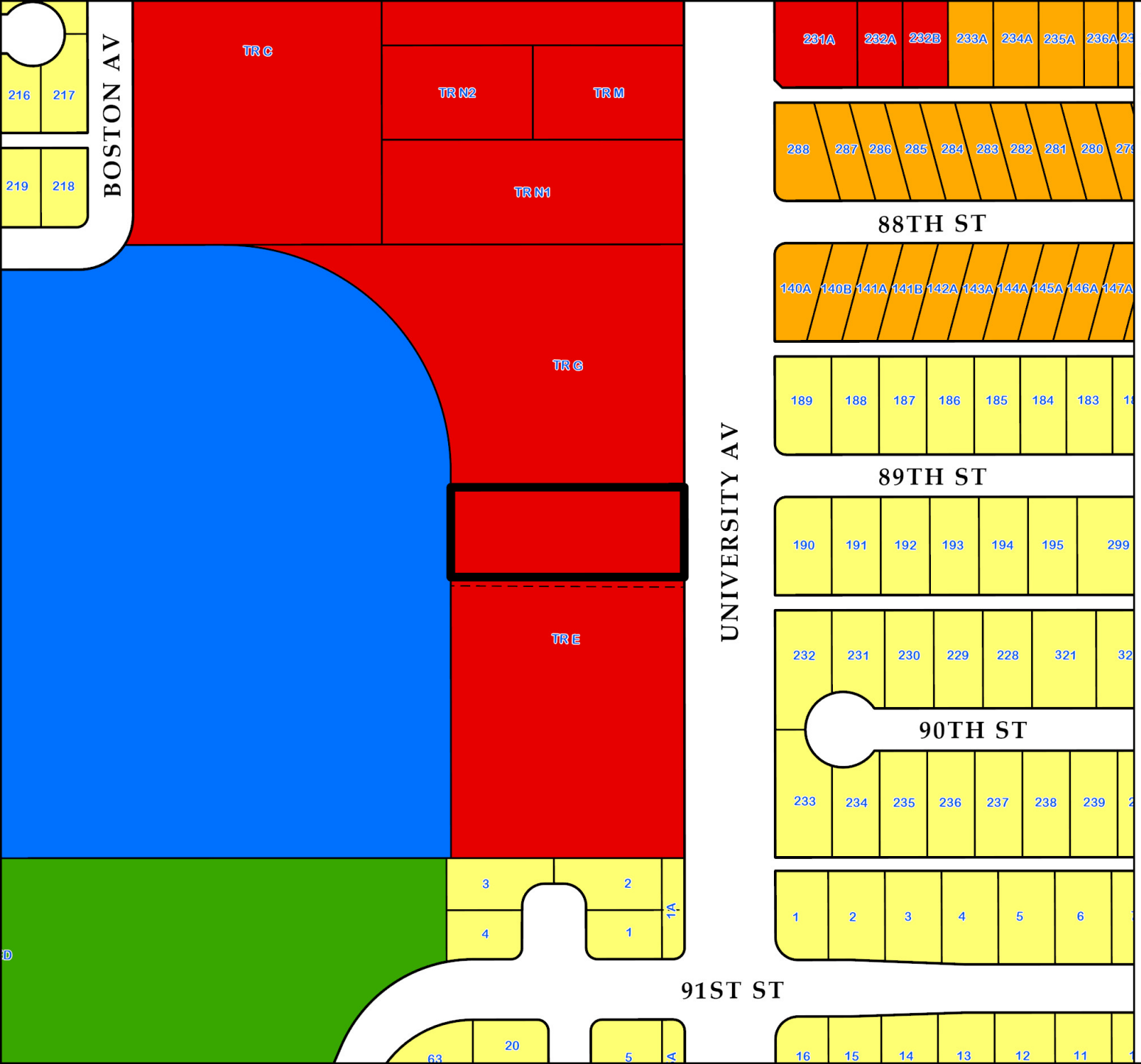
- Family Apartment
- High Density Apartment
- General Retail
- Garden Office
- Single Family
- Single Family Specific Use
- Two Family

N

0 50 100 150 Feet

City of Lubbock TEXAS

Date Exported: June 2023



Future Land Use Plan
Case 2161-L

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 50 100 150 200 Feet

City of Lubbock TEXAS

Date Exported: June 2023

2161-L



Subject property. View to the West.



View to the North.



View to the East.



View to the South.

DocuSign Envelope ID: D7457BED-7773-4980-899C-12B5BE2D9664

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 8902 University Ave, Lubbock, TX 79423

Lots/Tracts: Summerfield N119'of Tract E

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 36,890SQFT

Existing Land Use: Vacant Existing Zoning: Garden Office

Requested Zoning: C3

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Hub City Capital, LLC

Name: Dan Williams

Address: 918 Ave J City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-777-1310 Email: dan@wcorealestate.com

Applicant's Signature:

Date: 5/8/23 Printed Name: Dan Williams

Owner Information

Firm Name: G Greenstreet

Owner:

Address: 112 E 82nd St City: Lubbock State: TX

ZIP Code: 79404 Telephone: Email:

Property Owner's Signature: Jimmy Henderson

Date: May 9, 2023 Printed Name: Jimmy Henderson

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.